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MCDOWELL CO, NC FEE $26.00
PRESENTED & RECORDED
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TONIA R HAMPTON
REGISTER OF DEEDS
BY: LENA BAKER
ASSISTANT REGISTER OF DEEDS
BK: CRP 1209
PG: 170-173

References: Deed Book 680, Page 447
Deed Book 839, Page 170

Lorraine Faust

STATE OF NORTH CAROLINA
COUNTY OF MCDOWELL

AMENDMENT TO THE RESTATED DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF SUNSET POINT

THIS AMENDMENT made this 3 day of April, 2017 by Sunset Point Homeowners' Association, Inc., a North Carolina non-profit corporation;

WHEREAS, Sunset Point Homeowners' Association, Inc. ("Association") is the association of lot owners at Sunset Point, a residential community located in McDowell County, North Carolina; and

WHEREAS, the Association is subject to the Restated Declaration of Restrictive Covenants, Conditions and Restrictions of Sunset Point ("Declaration") recorded in the McDowell County Registry of Deeds in Deed Book 839 at Page 170; and

WHEREAS, in accordance with the provisions of Article IX, Section 3 of the Declaration and Section 47F-2-117 of the Planned Community Act, owners of lots to which at least sixty-seven percent (67%) of the votes are allocated voted in favor of the adoption of this Amendment; and

NOW THEREFORE, the Declaration is hereby amended by adding "Article X – Sunset Point Community Boat Dock and Classes of Lot Ownership" as follows:

Article X
Sunset Point Community Boat Dock and Classes of Lot Ownership

Section 1. Sunset Point Community Boat Dock. A boat dock with 14 boat slips (the "Community Boat Dock") is adjacent to Lot 36 of the Association,. The Community Boat Dock and Lot 36 are owned by the Association and is part of the Common Areas. The Community Boat Dock is depicted on a plat recorded in Map Book 7, page 56 of the McDowell County Public Registry. The Federal Energy Regulatory Commission (FERC) licenses Duke Energy Carolinas, LLC to issue leases for certain uses of the Lake James,

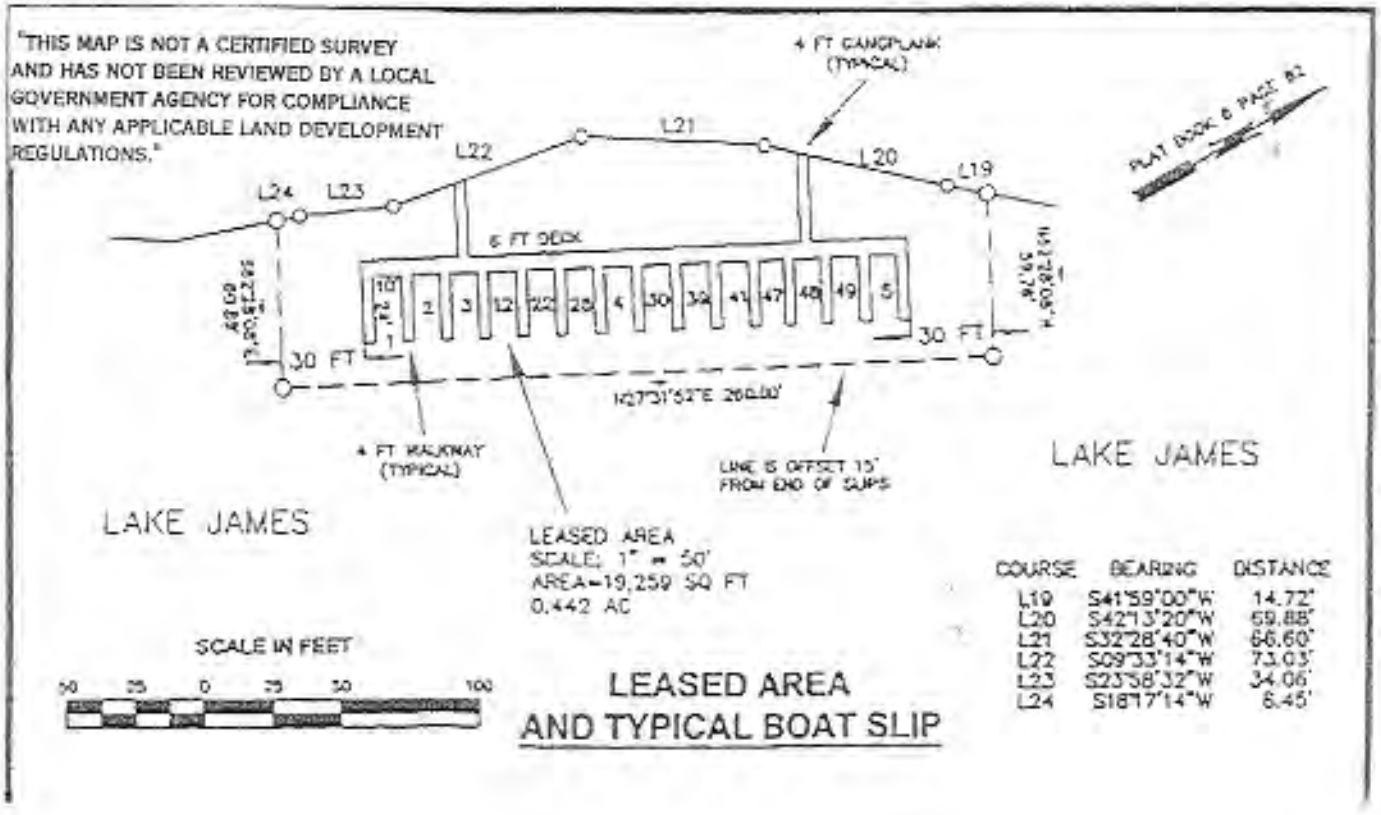
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Catawba-Wateree Hydroelectric Project (FERC Project No. 2232). The Association has been granted a Residential Marina Lease by Duke Energy Carolinas, LLC within the terms of the current FERC Rules permitting the Community Boat Dock. The current covenants, conditions, terms, and provisions of the lease can be found in "Residential Marina Lease, Sunset Point Subdivision, Lake James, Catawba-Wateree Hydroelectric Project (FERC Project No. 2232), Site: 007311, Land Unit: 0046161, Project No: 007311-455206." The boat docking locations ("Slips) permitted by the Residential Marina Lease serve only the Owners of the Association, their immediate family living with them, and lawful tenants of an Owner. The Community Boat Dock Slips may not be assigned, let, or sublet to anyone, except other Owners of the Association.

The Association Board of Directors has the right to establish "Rules of Use" for the Community Boat Dock. Members who use the Community Boat Dock should provide the Association with prompt written notice of any unsafe or hazardous condition on the Association's property. The Association is not responsible for the safety and welfare of Owner's or Owner's guests, agents or tenants using the Community Boat Dock, or for any damage to their boats and acknowledge and recognize the Association does not provide insurance coverage for members' boats.

2. Classes of Lot Ownership and Exclusive Right of Use of Community Boat Slips. There are two classes of Owners in the Association: "Lots With Exclusive Right of Use of a Community Boat Dock Slip" and "Lots Without Exclusive Right of Use of a Community Boat Dock Slip." Prior to issuance of the Community Boat Dock lease or construction of the Community Boat Dock, the "Plat of Sunset Point" (Plat Book 7 Page 56) illustrated a conceptual "Leased Boat Slip Area" with 14 slips oriented generally north and south attached to the east bank of Lot 36. The plat had lot numbers next to each slip. Community Lots 29 and 50 are shown on the Plat next to two of the slips however the list of original lot values and selling prices indicated the slip for Lot 29 was deeded to Lot 4, and the boat slip for Lot 50 was deeded to Lot 5. Based on the above referenced documents, the drawing below of the Community Boat Dock indicates which lots have "Exclusive Right of Use" of which slips.

Community Boat Dock indicating Slip Exclusive Right of Use by Lot Number



"Exclusive Right of Use" of a Community Boat Dock slip is contingent upon:

1. Use of the Community Boat Dock complies with the terms and restrictions of the:
   a. FERC/Duke Energy "Residential Marina Lease"
   b. The Declaration and subsequent amendments thereto
   c. Rules of Use
2. "Lots With Exclusive Right of Use of a Community Boat Dock Slip" pay, in addition to the regular Association Assessment, a Community Boat Dock Slip Assessment as outlined in Section 3.

Section 3. Community Boat Dock Slip Assessment. In addition to the regular Sunset Point HOA annual dues "Lots With Exclusive Right of Use of a Community Boat Dock Slip," other than Lot 22, must pay an annual Community Boat Dock Slip Assessment equal to 1/13th of the sum of the annual cost of: 1.) the FERC/Duke Energy "Residential Marina Lease," 2.) dock maintenance expenses, and 3.) funding of the dock maintenance reserve fund. The annual Community Boat Dock Slip Assessment can be increased annually based on the above three criteria, however any increase cannot exceed seven percent (7%) of the previous year's assessment. The annual Community Boat Dock Slip Assessment shall be added to and billed concurrent with the Sunset Point HOA annual dues.

Sunset Point HOA owns Lot 22, and all Members can use the Community Boat Dock slip assigned to Lot 22. In consideration for use of the Community Boat Dock slip assigned to Lot 22, the Association oversees maintenance of the Community Boat Dock, manages the Duke Energy lease, indemnifies Duke Energy related to the Community Boat Dock, carries liability insurance as specified by the Duke Energy Lease and pays all associated taxes and assessments.

If the Association Board determines that a Member or their guests, agents or tenants have caused damage to the Community Boat Dock or other property, the Association member shall reimburse the Association for the expense of repairing the Common Areas. If the member fails to do so after receiving written notice from the Association, the Association can levy a specific assessment against the member.

In the event major damage occurs and the cost of returning the Community Boat Dock to good repair exceeds the funds in the Community Boat Dock Reserve Fund, the Association Board has the right to levy a "Special Assessment" against the thirteen "Lots With Exclusive Right of Use of a Community Boat Dock Slip."

The same penalty provisions for late payment or non-payment of Sunset Point HOA annual dues apply to all assessments related to the Community Boat Dock. If an association member fails to comply with the terms and conditions outlined in Section 2 or fails to pay any of the assessments outlined in Section 3, after providing the lot owner written notice and an opportunity to be heard, the member's "Exclusive Right of Use of a Community Boat Dock Slip" can be revoked until it is shown they are in compliance with the terms and conditions and have paid all applicable assessments.

Section 4. Transfer of "Exclusive Right of Use of a Community Boat Dock Slip." "Exclusive Right of Use of a Community Boat Dock Slip" cannot be sold or separated from the assigned Lot specified in Section 2. Upon sale of "Lots With Exclusive Right of Use of a Community Boat Dock Slip," the "Exclusive Right of Use" transfers with the sale of the lot.

IN WITNESS WHEREOF, the undersigned officers of Sunset Point Homeowners' Association, Inc. hereby certify that the above amendment to the Declaration is duly adopted by the Association and its membership in accordance with and pursuant to the Declaration.

This 3 day of April, 2017.

Sunset Point Homeowners' Association, Inc.

By: _____
Acting President

Attest: _____
Secretary

STATE OF NORTH CAROLINA
COUNTY OF McDowell

I Brian P. Wilson, Notary Public for said County and State, certify that personally came before me this day and acknowledged that she is Secretary of Sunset Point Homeowners' Association, Inc. a nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by herself as its Secretary.

Witness my hand and official seal, this the 3 day of April, 2017.

_____
Notary Public

My commission expires 4/19/21.

BRIAN P WILSON
NOTARY PUBLIC
McDOWELL COUNTY, NC