



**2024000635**

MCDOWELL CO, NC FEE \$26.00  
PRESENTED & RECORDED:

02-09-2024 03:22:09 PM

LYDIA TILLEY EFFLER  
REGISTER OF DEEDS  
BY: SARA GARDNER  
DEPUTY REGISTER OF DEEDS

**BK: CRP 1459**

**PG: 364-367**

*Return to Swiss Village TCA*



**2024000251**

MITCHELL CO, NC FEE \$26.00  
PRESENTED & RECORDED:

02-09-2024 02:05:42 PM

KATHY LAWS  
REGISTER OF DEEDS  
BY: PAM PITMAN  
ASST

**BK: RE 665**

**PG: 856-859**

**DOCUMENT TYPE:** RESTATED DECLARATION

3rd AMENDMENT  
FOR SWISS VILLAGE POA

**STATE OF NORTH CAROLINA**

**COUNTY OF MITCHELL**

**FOURTH AMENDMENT TO THE BYLAWS, AS PART OF THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SWISS VILLAGE POA, ATTACHED AS EXHIBIT "B".**

This fourth Amendment to the Bylaws, as part of the Amended an Restated Declaration of Covenants, Conditions and Restrictions for Swiss Village POA, attached as Exhibit "B" ("Bylaws") is made this the 9 day of, February, 2024 by the Swiss Village Property Owners Association, Inc., ("Association").

**WITNESSETH**

**WHEREAS**, Swiss Village POA, Inc. executed and recorded Covenants and Restrictions for the Development commonly known as Swiss Village located in Mitchell and McDowell Counties, North Carolina, which Covenants and Restrictions are recorded in Book 127, Page 69 of the Mitchell County Registry and Book 171, Page 163 at the McDowell County Registry, as amended by Amendment to Covenants and Restrictions recorded in Book 221, Page 544 of the McDowell County Registry (the "Original Declaration"); and

**WHEREAS**, the Association recorded an Amendment of Covenants and Restrictions at Book 424, Page 295, Mitchell County Registry and Book 842, Page 398 of the McDowell County Registry; and

**WHEREAS**, the Association recorded an amended and Restated Declaration of Covenants, Conditions and Restrictions for Swiss Village at Book 440 at Page 252 of the Mitchell County Registry and Book 876, Page 737 of the McDowell County Registry (the "Amended and Restated Declaration") which included as Exhibit "B", the Amended and Restated Bylaws for the Association; and

**WHEREAS**, the Association recorded the First Amendment to the Bylaws, as part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Swiss Village, Attached as Exhibit "B" at Book 537, Page 454, of the Mitchell County Registry and Book 1105, Page 369 of the McDowell County Registry; and

**WHEREAS**, Swiss Village is a planned community and is governed by the North Carolina Planned Community Act (NCGS 47F-1-101et seq.) (Planned Community Act"); and

**WHEREAS**, Article 12 of the Amended and Restated Bylaws for Swiss Village Property Owners Association provides that the Bylaws may be amended at any time and from time-to-time by affirmative vote, or written agreement of Owners holding sixty-seven percent (67%) of votes appurtenant to the Lots and Houses which are subject to the Bylaws; and

**WHEREAS**, the owners of at least sixty-seven percent (67%) of the lots in Swiss Village have approved the attached Third Amendment to the Bylaws, attached as Exhibit "B" as part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions in accordance with and as permitted by the act.

**NOW, THEREFORE**, the Association by and through its owner members amends the Bylaws by adding the following paragraph:

**ARTICLE 16**

**DISTRIBUTIONS UPON DISSOLUTION**

Upon the dissolution of the Association, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Association, dispose of all of the assets of the Association exclusively for the purposes of the Association in such a manner, or to such and organization or organizations organized and operated exclusively for religious, charitable, educational, scientific or literary purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Code as the Board of Directors shall determine, or to federal, state, or local governments to be used exclusively for public purposes. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the Association is then located, exclusively for such purposes or to such organizations, such as the court shall determine, which are organized and operated exclusively for such purposes, or to such governments for such purposes.

(Rest of Page left intentionally blank)



**IN WITNESS WHEREOF**, the undersigned officers of the Swiss Village Property Owners Association, Inc. hereby certify that the Attached Third Amendment to the Bylaws, as part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Swiss Village, attached as Exhibit "B" was duly adopted by the Association and its membership in accordance with and pursuant to the Bylaws, the Declaration of the Swiss Village Property Owners Association, Inc, and North Carolina law.

This 9 day of, February 2024.

**Swiss Village Property Owners, Inc.**

By: Sandra Westlye  
Sandra Westlye, President

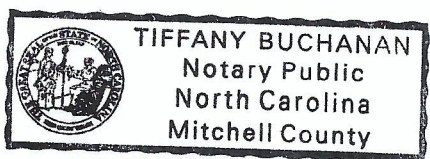
Attest By: James Dougherty  
James Dougherty, 1<sup>st</sup> Vice President

**STATE OF NORTH CAROLINA**  
**COUNTY OF** Mitchell

I, Tiffany Buchanan, Notary Public for said County and State, certify that Sandra Westlye personally came before me this day and acknowledged she is the President of the Swiss Village Property Owners Association, Inc, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in name by its President, sealed with the corporate seal, and attested by herself as its President.

Witness my had and seal, this the 9<sup>th</sup> day of February, 2024.

Tiffany Buchanan



My Commission expires:  
10-03-2026