

******* NOTICE TO DOCUMENT REVIEWERS *******

**Please review & comment on any areas of our Declaration & Bylaws carefully.
Pay special attention to TWO items highlighted in color... we want your opinion on those areas.
Provide your feedback by the dates listed on the attached timeline.**

**Send your feedback via email to:
Gary Walker, gwalker@woodland-creative.com
or call, (608) 576-6868**

**AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR RAVEN RIDGE SUBDIVISION**

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

THIS DECLARATION is made by the undersigned Lot Owners of Raven Ridge Subdivision and is effective upon recording in the Office of the Register of Deeds of Haywood County, North Carolina. The property subject to this Declaration is located in Haywood County, North Carolina and is more particularly described below.

DESCRIPTION OF SUBDIVISION:

Raven Ridge Subdivision (“the Subdivision”) is all of the property depicted on a plat recorded at Cabinet A, Slot 130-B of the Haywood County Register of Deeds, and more specifically described in a document titled Declaration of Covenants, Conditions and Restrictions recorded at Book 327, Page 944 of the Haywood County Register of Deeds.

WITNESSETH:

WHEREAS, a document titled Declaration of Covenants, Conditions and Restrictions (the “Declarations”) was recorded on November 2, 1981, at Book 327, Page 944 of the Haywood County Register of Deeds; and

WHEREAS, the Declarations were amended by instrument recorded on November 6, 1986, at Book 374, Page 908 of the Haywood County Register of Deeds; and

WHEREAS, the Declarations were amended by instrument recorded on September 29, 2008, at Book RB 746, Pages 164-167 of the Haywood County Register of Deeds; and

WHEREAS, the Declarations were amended by instrument recorded on October 19, 2012, at Book RB 833, Pages 1038-1041 of the Haywood County Register of Deeds; and

WHEREAS, the undersigned Lot Owners understand that, unless as of the date of the signing of this Declaration they are in receipt of a notice of violation, the current condition of their Lots and Dwellings are considered acceptable and approved by this HOA and its Board of Directors, and

WHEREAS, the undersigned Lot Owners, comprising more than seventy-five percent (75%) of the total number of Lot Owners, desire to amend and restate the Declarations; and

WHEREAS, the undersigned Lot Owners desire that any property subject to this Declaration be hereinafter held and/or conveyed subject to the North Carolina Planned Community Act;

NOW THEREFORE, the undersigned Lot Owners repeal all prior declarations, covenants, restrictions, and any and all amendments thereto, and in lieu thereof, declare that the real property known as Raven Ridge Subdivision shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, restrictions, easements, charges, and liens as well as the North Carolina Planned Community Act.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration of Covenants, Restrictions, and Easements, shall have the following meanings:

1.01 Association: "Association" means "Raven Ridge Association, Inc." (A non-profit, non-stock, membership corporation organized under the North Carolina Nonprofit Corporation Code), its successors and assigns.

1.02 Board: "Board" means the Board of Directors of the Association.

1.03 By-Laws: "By-Laws" means the By-Laws of the Association.

1.04 Common Elements: "Common Elements" means any real estate within the Subdivision owned or leased by the Association, other than a lot.

1.05 Limited Common Elements: "Limited common element" means a portion of the common elements allocated by the declaration or by operation of law for the exclusive use of one or more but fewer than all of the lots.

1.06 Lot: "Lot" means any parcel of land subject to this Declaration or as shall subsequently become subject to this Declaration by amendment of this Declaration.

1.07 Member: "Member" means any member of the Association.

1.08 Membership: "Membership" means the collective total of all Members of the Association.

1.09 Owner: "Owner" and/or "Lot Owner" means the record Owner, whether one or more persons or entities, of a fee simple title to any Lot; provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

1.10 Property: "Property" means any real property within the boundaries of the Subdivision, including Common Elements, Lots and any roadway or easement existing for the benefit of any Lot Owner within the Subdivision.

1.11 Dwelling: "Dwelling" means a structure and the Lot on which it is situated which is intended for independent use and occupancy as a Dwelling for a single family. A structure and the Lot upon which it is situated shall not become a Dwelling until a certificate of occupancy shall have been issued by the appropriate

governmental authorities as a prerequisite to the occupancy of such Dwelling. The Owner of a Dwelling shall notify the Association or its designee immediately upon issuance of a Certificate of Occupancy for the Dwelling.

1.12 Restrictions: "Restrictions" means all covenants, restrictions, easements, charges, liens, and other obligations created or imposed by this Declaration and any amendments hereafter adopted.

1.13 "Single family residential purposes" shall mean activities reasonably associated with and incidental to occupancy by one (1) or more persons functioning as an integrated family unit. Single family purposes may include roommates who are sharing the Dwelling but under all circumstances is limited to a maximum occupancy of two (2) persons per bedroom and shall not include any commercial use except as specifically provided by these Declarations.

1.14 Structure: "Structure" means: Any thing, object or form of landscaping, the placement of which upon any Lot may affect the appearance of such Lot.

ARTICLE II RAVEN RIDGE ASSOCIATION, INC.

2.01 *Raven Ridge Association, Inc.* The name of the Property Owners Association for Raven Ridge Subdivision is Raven Ridge Association, Inc. (hereafter "the Association").

2.02 *Association Powers and Duties.* The Association shall have all the powers of a corporation organized under the North Carolina Nonprofit Corporation Code and the North Carolina Planned Community Act (N.C. Gen. Stat Chapter 47F), and shall have the power and duty to exercise all the rights, powers, and privileges and to perform all of the duties and obligations of the Association as set forth in these Declarations. Except as otherwise provided in these Declarations or elsewhere the By-Laws, the Corporation is responsible for causing the roads and common elements to be maintained, repaired, and replaced when necessary and to assess the Lot Owners as necessary to recover the costs of such maintenance, repair, or replacement, together with the costs of carrying out the responsibilities of the Board of Directors, except that the costs of maintenance, repair, or replacement of a limited common element shall be assessed as provided in N.C. Gen. Stat. § 47F-3-115(c)(1).

2.03 *Membership in the Association.* Every Owner shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Each new member shall provide actual notice to the Association of his acquisition of title to property within the subdivision qualifying him for membership in the Association. Membership will cease only when a person ceases to be an Owner.

2.04 *Voting Rights.* Each Lot is entitled to one (1) vote regardless of the number of Lot Owners so long as the Owner of such Lot is not delinquent in the payment of assessments or fines owed to the Association. Voting shall be as provided in the By-Laws, except that no Lot, through the Lot Owner(s) thereof, may be allowed to cast more than two (2) votes by way of a proxy exercised on behalf of another Lot.

2.05 *Board of Directors.* The affairs of the Association shall be managed by a Board of Directors. The number of directors and the method of election of directors shall be as set forth in the By-Laws of the Association. Directors must not be delinquent in assessments or fines or involved in an unresolved HOA violation.

2.06 *Suspension of Membership.* The Board may suspend the voting rights of any person who shall be delinquent in the payment of any assessment or fine levied by the Association pursuant to the provisions of Article III. Such

suspension shall be for the balance of the period in which said Member or person shall remain delinquent in the payment of any assessment or fine. No such suspension shall prevent an Owner's ingress to or egress from his Lot, excuse payments of assessments or compliance with this Declaration during the suspension or obviate the obligation of such Member or person to cure such default.

2.07 *Sale of Common Property.* - The sale of the association's common property shall require the written consent of seventy-five (75%) of the Owners / Members. The Association acts as trustee for the purpose of receipt, application and disbursement of proceeds from it.

2.08 *Insurance.*

- (a) The Owner shall maintain property insurance at full insurable value based on replacement cost on the owned Property. This is to include fire and extended coverage of all other types of coverage commonly maintained on such properties. The Owner must provide proof of insurance to the association upon written request by the Board of Directors.
- (b) The Association shall maintain comprehensive public liability insurance for personal injury or property damage on the Common Elements. All insurance is maintained as a Common Expense. The Association acts as trustee for the purpose of obtaining insurance coverage and the receipt, application and disbursement of proceeds from it.
- (c) The Association shall provide liability insurance coverage to protect members of the Board of Directors.

2.09 *Owner's Easement of Enjoyment.* Every owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to section 2.10 and the following provisions:

- (a) the right and easement of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area
- (b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by **sixty-seven (67) percent of the owners**

2.10 *Delegation of Use.* Any owner may delegate in accordance with the By-laws, their right of enjoyment to the Common Area and facilities to the members of their family, tenants, or contract purchasers who reside on the property.

ARTICLE III ASSESSMENTS

3.01 *Duty to Pay Assessments.* Each Owner of any Lot, for said Owner, the Owner's heirs, devisees, legal representatives, personal representatives, successors and assigns, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual and special assessments or charges for common expenses for maintenance and improvement of the Common Elements and all other common expenses of the Association as the same are approved and levied by the Board of Directors of the Association, including but not limited to, assessments for capital improvements, reasonable reserves, and administrative expenses. In the event that two (two) or more Lots are combined for the purpose of providing one (1) combined Lot, such Owner shall pay an Assessment for each of the prior existing lots.

3.02 *Lien for Assessments.* The annual and special assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made and may be foreclosed upon pursuant to the North Carolina Planned Community Act. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

3.03 *Accumulation of Funds Permitted.* The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the annual assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purpose.

3.04 *Annual Budget.* Within thirty (30) days after adoption of any proposed budget for the planned community, the executive board shall provide to all the Lot Owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The executive board shall set a date for a meeting of the Lot Owners to consider ratification of the budget, such meeting to be held not fewer than ten (10) nor more than sixty (60) days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all the Lot Owners in the Association or any larger vote specified in the Declaration rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the executive board.

3.05 *Annual Assessment.* The Board shall set the annual assessment each year in any amount not in excess of the below maximum annual assessment. The maximum annual assessment for 2020 shall be one thousand dollars (\$1,000.00). The Board may increase the maximum annual assessment by not more than ten percent (10%) over the previous year without a vote of the membership. The maximum annual assessment may be increased by more than ten percent (10%) only after approval by two-thirds (2/3) of the Members, either in person or by proxy, at a meeting duly called for this purpose. The Board will establish the due date for each annual assessment.

3.06 *Special Assessments.* In addition to the annual assessments authorized by this Article III, the Association may levy, in any Assessment Year and with such annual frequency as the Association shall deem necessary, special assessments for the purpose of paying, in whole or in part, any unanticipated operating expenses, as well as the cost of any construction, reconstruction, repair, or replacement of any existing or new capital improvement. Such special assessments may be levied by the Board upon approval by two-third (2/3) of the Members. The due date for any Special Assessment shall be set by the Board.

3.07 *Individual / Hardship Assessments.* If the Board of Directors has required an individual Owner to comply with a violation and the Owner does not have sufficient finances to fund the correction; the Board of Directors may, at its discretion, provide funding assistance in the form of a short term loan, secured by a lien against the Owners property, to correct the violation. Examples of such situations might include, but are not limited to, a failed septic system that needs to be replaced, house painting, roof repairs. Agreed upon repayment options could include monthly payments against a promissory note and/or an additional annual assessment until the loan is repaid to the association.

3.08 *Uniform Rate of Assessment.* Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annually or semi-annually basis.

3.09 *Effect of Non-Payment of Assessments.* Any assessment which is not paid on or before thirty (30) days after the Due Date shall be subject to late fees, interest, and reasonable attorneys' fees as set forth in the by-laws and permitted by the North Carolina Planned Community Act. The Board may declare any remaining balance and installment immediately due and such unpaid balance, together with late fees, interest, and costs of collection including reasonable attorneys' fees, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Dwelling and/or Lot enforceable in accordance with the provisions of this Declaration. No Owner may waiver or otherwise escape the liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

3.10 *Fines.* Fines may be imposed for violations of this Declaration, the Bylaws and/or the Rules & Regulations in accordance with the North Carolina Planned Community Act. A hearing shall be held before the Board or an adjudicatory panel appointed by the Board to determine if any Lot Owner should be fined or if planned community privileges or services should be suspended. Any adjudicatory panel appointed by the Board shall be composed of Members of the Association who are not also members of the Board. The Lot Owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. Beginning with the day it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and after five (5) days and without further hearing, for each additional day after the fine has been imposed, a daily fine not to exceed one hundred dollars (\$100.00) may be added and accrue until the violation is resolved. Such fines shall be assessments secured by liens under the North Carolina Planned Community Act. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is resolved. The Lot Owner may appeal the decision of an adjudicatory panel to the full Board by delivering written notice of appeal to the Board within fifteen (15) days after the date of the decision. The Board may affirm, vacate, or modify the prior decision of the adjudicatory body.

ARTICLE IV GENERAL COVENANTS AND RESTRICTIONS

4.01 *Authority.* To the extent allowable by law, the Board of Directors shall have full discretion and final decision making authority over any conflict that may arise regarding the definition or meaning of any provisions of this Declaration, Bylaws and/or Rules & Regulations of the association.

4.02 *Rules & Regulations.* The Board of Directors shall establish Rules & Regulations to ensure a harmonious living environment for all members of the community. These Rules & Regulations shall be equally enforceable provided they do not conflict with any provision of any articles of this Declaration and/or Bylaws of the association.

4.03 *Association Services.* The association shall provide city water service and twice weekly garbage pickup for each Dwelling. Additionally, the association shall provide landscape plus lawn, garden and road maintenance to all Common Areas.

4.04 *Residential Use.* All Lots shall be used for residential purposes exclusively. Leasing of a Lot shall not be considered a business or business activity. However, the Board may, but shall not be obligated to, permit a Lot

to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or By-Laws, does not create a disturbance and does not unduly increase traffic flow or parking congestion. The Board may issue rules regarding permitted business activities. This provision does not prohibit the use of a Lot as a home office so long as such use does not involve the physical presence of customers/clients on the Lot premises, in which case approval must be sought by the Board as provided in this section.

4.05 *Reservation of Easements.* Each Lot and Common Area is subject to utility easements for such waterlines, septic tanks and related drain lines, electric and telephone lines and poles, and internet lines as are presently installed on said properties, and to the right of the Association to repair, replace, and maintain the same.

4.06 *Maintenance.* The Association shall provide no maintenance to individually owned homes in the Subdivision. Each Owner shall keep and maintain his dwelling as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (see Article V Community Standards for approved paint colors) or other appropriate external care of all Structures, (ii) cleaning, upkeep and repair of windows, gutters and septic systems, (iii) the seeding, watering, and mowing of all lawns, and (iv) the pruning and trimming of all trees, hedges, and shrubbery to maintain a well kept appearance and to ensure they do not extend into any roadway or walkway.

4.07 *Appearance.* Owners are responsible for keeping their property neat and uncluttered. Lots should be free of debris including, but not limited to construction material remaining after construction is complete, debris from pruning or processing plant material, or the remains of something broken down or destroyed, garbage, and presently useless or superfluous old or discarded articles. Yard trimmings, cuttings, diseased trees, and waste shall not be disposed of on nearby or adjacent Lots or properties. Such waste or cuttings shall be disposed of in a legal manner that does not become a nuisance or hazard. Yard and porch art/decorations are to be used sparingly. Furniture placed on a lot that is visible from any road right-of-way within the Subdivision shall be outdoor furniture designed to reasonably maintain its appearance when subjected to the weather.

4.08 *Rentals.* Homes may be leased for residential purposes only and not for a period of time greater than ninety (90) days to the same lessee and/or their occupants, either consecutive or non-consecutive, within any 12 month period beginning with the first day of the lease. Longer term rentals require a completed application and are not allowed unless approval is obtained from the Board of Directors.

4.09 *Animals.* Allowable animals are limited to any domesticated dog, cat, bird or aquatic animal kept within an aquarium, or other animal as may be agreed upon by the Owner and Board of Directors. Refer to Rules and Regulations regarding numbers of dogs/cats allowed per household. All pets must be up to date on required vaccinations and meet the City of Maggie Valley codes and ordinance requirements. Dogs must be leashed and under the supervision of their owners when on the property. Owners are responsible for prompt and proper disposal of pet waste and for the conduct, damage and/or injury caused by their pet.

4.10 *Nuisances.* No activity or condition that constitutes a public or private nuisance is permitted within the property.

4.11 *Signs.* No signs advertising a lot for sale or for rent shall be erected in any common area. All signs erected on the common area require board approval.

4.12 *Trailers*. Alltrailers, including but not limited to utility trailers, boat trailers, camp trailers, 5th wheel trailers, motorcycle trailers, jet ski trailers, Class A or Class C motorhomes, are to be on the property for a limited time not to exceed forty-eight (48) hours.

4.13 *Motor Vehicles and Mechanical Devices*. No more than two (2) automobiles shall be allowed to be permanently parked on the property. Any permanently parked automobiles shall be registered and operational and shall be parked in the Lot driveway/pavement. Nothing herein prevents the parking of more than two (2) vehicles on a Lot on a temporary basis not in excess of one (1) week.

ARTICLE V COMMUNITY STANDARDS

5.01 *Community Standards*. By majority vote of the members, the Association shall adopt Community Standards for the purpose of establishing consistent guidelines to ensure a harmonious appearance of the neighborhood. They define acceptable options for maintaining the exterior appearance of all Lots and Dwellings. They may include, and not limited by example paint colors, additions, window dressing treatments, landscape, lawn ornaments etc. The Community Standards are used as a reference guide to help the Board of Directors make decisions about whether or not a Dwelling is in keeping with the overall harmony of exterior design of the subdivision. The Community Standards are incorporated as part of this Declaration (appendix A) and may be modified at any time by a majority vote of the membership.

5.02 *Approval Requirement*. All Owners are required to obtain permission (as provided in Article VI) for any changes or additions to their Lot, Landscape, or Dwelling and they must maintain the exterior appearance of their property in compliance with the standards set by the Association. The Board of Directors shall have discretion as to the interpretation of these standards and shall have the authority to require compliance.

ARTICLE VI ARCHITECTURAL CONTROL

6.01 *Authorization*. To preserve the harmony of exterior design of the neighborhood, any and all changes, additions or modifications an Owner wants to make to the exterior of their property (meaning anything outside of the interior walls of their Dwelling) must be reviewed and approved in advance by the Board of Directors to ensure they are compliant with the Community Standards established by the Association.

6.02 *Request Approval*. ARC Request Forms are available on our website or by contacting a member of the Board. To request approval, Owners must submit an Architectural Requests (ARC Requests) in writing and have it approved, in advance, by the Board of Directors or its appointed Architectural Committee, for any, and all, changes or additions to the exterior appearance of any Dwelling, Lot or Property. This may include, but is not limited to, changes to paint colors, structures, landscape, yard decorations, parking and outdoor furniture placed outside the footprint of the Dwelling.

6.03 *Approval Notification*. Approval is obtained at the discretion of the Board of Directors, or by an architectural committee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will be granted. If the plans submitted are deemed incomplete, the Owner must resubmit said plans and the thirty (30) day review period will commence on the day the plans are resubmitted . If it is determined

more than the thirty (30) day review time will be needed, a date will be scheduled for review and the Owner will be notified of the scheduled date. If the Board, or its designated committee, fails to approve or disapprove the ARC Request within 72 hours of that scheduled date approval is automatically granted.

6.04 *Compliance*. On project completion, the Board of Directors or its architectural committee must be notified to review and approve that the project was executed in a way that fulfills the expectations outlined in the approved ARC Request. The Board may, in its discretion, decide to either approve or require additional alterations. Owners are required to comply with the Board's approval requirements.

ARTICLE VII ENFORCEMENT

7.01 *Right of Enforcement*. This Declaration and the Restrictions contained herein shall take effect and shall be enforceable by the Association and each Owner, their heirs, devisees, legal representatives, successors, and assigns.

7.02 *Specific Performance*. Nothing in this Declaration shall affect or limit the rights of the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it may be impossible to measure accurately in money the damages which will accrue by reason of a violation, or a failure to perform, any of the obligations provided by this Declaration; therefore, any beneficiary of these Declarations shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce these provisions. Nothing in this Section shall prohibit the Association from imposing fines for failure to comply with this Declaration in addition to all other legal remedies.

7.03 *No Waiver*. The failure of the Association or any Owner to enforce any Restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach, or as to any violation or breach occurring prior or subsequent thereto, or as to the same violation or breach by the Owner of any other Lot.

ARTICLE VIII DURATION AND AMENDMENT

8.01 *Duration*. This Declaration and the Restrictions contained herein shall run with and bind the Property within the Subdivision for a period of ten (10) years from the date of recording this Declaration and shall automatically renew for successive ten (10) year periods unless terminated or amended in accordance with this Declaration and North Carolina law.

8.02 *Amendments*. As provided in the North Carolina Planned Community Act, these Declarations may be amended only by the affirmative vote or written agreement of the Lot Owners of Lots to which at least sixty-seven percent (67%) of the votes are allocated.

ARTICLE IX MISCELLANEOUS

9.01 *Severability*. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

9.02 *Headings*. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

9.03 *Covenants to Run with the Land*. This Declaration agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns, and shall run with the titles to the lands of the undersigned and all other lands subject to the aforesaid Declarations in Raven Ridge Subdivision.

9.04 *Invalidation of Any Section*. Invalidation of any Section or provision of this Declaration by judgment or court order shall in no way affect any other Sections or provisions which shall remain in full force and effect.

9.05 *Recording*. This Declaration will be executed in multiple originals by the various Lot Owners. These originals may be recorded by recording the first nine (9) pages once and the various signature pages thereafter.

IN WITNESS WHEREOF, the undersigned Lot Owners have caused this Declaration to be duly executed and sealed.