



**2012009684**

HAYWOOD CO, NC FEE \$51.00  
NON-STANDARD DOC FEE

PRESENTED & RECORDED

10-19-2012 11:43:00 AM

SHERRI C. ROGERS

REGISTER OF DEEDS  
BY JANE NICKERSON  
DEPUTY

**BK: RB 833**

**PG: 1038-1041**

This instrument prepared by ~~G~~ynn Watson, Attorney

HAYWOOD COUNTY

NORTH CAROLINA

This AGREEMENT, made this 15 day of October  
2012, between Raven Ridge Homeowners Association, Inc., a North Carolina non-profit  
corporation (" , Association") and

STEVE AND SHERRY DUNCAN  
RICHARD AND MAGGIE PHILLIPS  
GLYN WATSON AND PHYLLIS WATSON  
MICHAEL RUSSO  
FRED AND ANN HART  
MARY SMITH  
Cammie AND DAVID DEWEY  
JOHN HOOGERWERF  
CAROL WOHL  
HENRY SKINNER AND MARTHA SKINNER  
MANUAL KOUTSOURAIS AND SUSAN  
STEVEN HOLCOLMB AND ROBIN  
BOB DODRILL AND PHYLLIS  
DAVID JACOBS AND LINDA  
KIRK BOYD AND HAZEL  
ELIZABETH AND JERALDINE  
STEVE PULLIAM AND MARIA MARX  
DAVID PELLICIER AND CLARICE  
ED AND CONNIE JAMES  
BOB AND PAT RAMER  
JIM AND SUSAN BOOHER  
PAUL SWEET AND LOIS  
WILLENE KELLY  
VIOLA HECKENDORN  
LORENE LANE  
GLENDA ARMSTRONG  
CLEVE AND CHARLOTTE PROVOST  
YVONE MC VANN  
HOMER ALLMAN

("Homeowners"),  
[the designations "Association" and Homeowners" shall include the parties, their  
respective heirs, successors and assigns],

WITNESSES

That Homeowners are the owners of all the lots in the Raven Ridge  
Subdivision ( which subdivision is shown on the plat recorded in Plat Cabinet A, Slot  
130-B, Haywood County Registry), and

That more than 75% of the lot owners in the subdivision (acting pursuant to the  
Article VIII, section 3 of the Declaration of Covenants, Conditions and Restrictions  
recorded in Deed Book 327, page 944, Haywood County Registry) desire to amend  
portions of the recorded restrictions by this instrument,

That more than 75% of the lot owners in the subdivision have signed identical  
agreements, which have been notarized, amending the restrictions as hereafter set out,  
the original of which agreements are in the possession of the Association and kept  
with their records, and,

That the parties desire by this instrument to record on the public records of  
Haywood County, indexed in the name of the Association and in the names of each  
lot owner as Grantor, their amendments to the restrictions, which amendments shall  
be effective upon the recording date of this instrument.

Now, therefore, in the consideration of the promises of the parties to each  
other, they agree as follows:

1. Article I of the Declaration of Covenants, Conditions and Restrictions recorded in  
Deed Book 327, page 944, Haywood County Registry, is amended by adding a new  
section as follows:

Section 7. "Board of Directors" shall mean and refer to homeowners selected by the  
membership who have authority to appoint board members and officers as ratified by  
the membership at the annual meeting."

2. Article III of the Declaration of Covenants, Conditions and Restrictions recorded  
in Deed Book 327, page 944, Haywood County Registry, is amended by adding a new  
section as follows:

(3)

"Section 3 No lot shall be entitled to represent more than three lot votes by proxy at any meeting of the Membership"

3, Article V of the Declaration of Covenants, Conditions and Restrictions recorded in Deed book, 327, Page 944 Haywood County Registry and Agreement recorded in Deed Book 374, Page 908, Haywood County Registry, is amended by replacing the sentence in paragraph first with the following:

"The Association shall provide no maintenance to individually owned realty in Raven Ridge but might at future times should finances permit enable the Board of Directors to assist with minimal services to owners."

4. Article VIII of the said Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 327, Page 944, Haywood County Registry and Agreement recorded in Deed Book 374 page 908, Haywood County Registry, is amended by deleting from the article VIII, Section 3 Amendment, All the paragraph therein to be replaced by " Said covenants and restrictions may be extended for successive periods of ten years after agreement of no less than 75% of the lot owners

5. Article VI, Restrictions and Easements, Section 1. Restrictions, paragraph second shall be added as follows:

" No dwelling or portion thereof shall be rented, leased, bargained, traded or incumbered for assetsor otherwise, for a period exceeding 90 consecutive days. No 90 day period shall be broken up/divided to encompass a totality of more than 90days, Should hardship conditions occur the owner may petition the Board of Directors for an estension of 90 days, Should this be granted and the hardship bontionue the Board of Directors upon petition by the owner approve one or more 90 day extensions. Should the owner petition beyond one year the general membership will have to act on this request."

IN WITNESSETH WHEREOF, Raven Ridge Homeowners Association, Inc., a North Carolina non-profit corporation has caused this instrument to be signed and attested in its corporate name by its authorized officers and by authority of its Board of Directors the day and year above written.

RAVEN RIDGE HOMEOWNERS ASSOCIATION, INC  
BY: *Phyllis Watson*  
Phyllis Watson,, President

Attest *Phyllis Dodrill*  
Phyllis Dodrill, Secretary

North Carolina Haywood County  
*I Illyna R Cable* a Notary Public for the State and County aforesaid do hereby certify that execution of the foregoing and annexed instrument for purposes expressed.

Just important to note:  
HOA used to be 2000/yr - now 1000/yr or 500/bi-yr  
NO longer keep up exterior

\*  
VACATION Rental Only NO Long Term at this time

Witness my hand and notarialseal this 19 day of October .2012



Ilyana R. Cable  
Notary Public