


2006000517


 MCDOWELL CO, NC FEE \$38.00  
 PRESENTED & RECORDED:  
 01-24-2006 02:57:30 PM  
 Patricia A. Reel  
 REGISTER OF DEEDS  
 BY: BRANDI R CHILDERS  
 DEPUTY REGISTER OF DEEDS  
**BK: CRP 855**  
**PG: 202-210**

NORTH CAROLINA

COUNTY OF McDOWELL

*yancey*

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF BEAR CLIFF VILLAGE SUBDIVISION, PHASE I

This is a document to declare the covenants, conditions and restrictions of Bear Cliff Village, Phase I, (Covenants"), which is made this 24<sup>th</sup> day of January, 2006, by Bear Cliff Village, LLC, hereinafter referred to as the "Declarant";

STATEMENT OF FACTS:

Declarant is the owner of that certain acre tract of land located in Nebo Township, McDowell County, North Carolina, more particularly described in that certain deed dated September 15, 2005, which is recorded in Deed Book 839 at Page 533, McDowell County Deed Registry, and as appears on the survey plat by Pendergrass as recorded in Map Book 11 at Page 12, and revised in Map Book 12 at Page 14, McDowell County Deed Registry. Declarant has subdivided said property into numbered lots, as appears on sad map for a residential community of townhouses to be named Bear Cliff Village ("the Development").

Declarant desires to ensure the attractiveness of the Development and to provide for the maintenance and upkeep of the common area and other common amenities in the Development, which will be for the common use and benefit of all property owners in the Development.

To that end, Declarant desires to subject the real property described herein to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

*a/*

ARTICLE I

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DEFINITIONS

Section 1: "Declarant" and "Developer" shall mean and refer to Bear Cliff Village, LLC, its successors and assigns.

Section 2: "Development" shall mean and refer to Bear Cliff Village Subdivision, a residential development on the subject property.

Section 3: "Lot or Lots" shall mean and refer to the separately number parcels depicted on the Map. Each lot shall have two units.

Section 4: "Map" shall mean and refer to the map of Bear Cliff Village Subdivision, recorded in Map Book 11, Page 12, and revised in Map Book 12, Page 14, McDowell County, North Carolina Deed Registry.

Section 5: "BCV" shall mean and refer to Bear Cliff Village Subdivision.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, and which is and shall be within the jurisdiction of the Association shall be known as Bear Cliff Village. It is located in Nebo Township, McDowell County, North Carolina, and is the 2.25 acres of real property more particularly described and shown on the Map. Declarant shall be building additional townhouses on contiguous property, and shall file additional plats in the Register of Deeds. Declarant may file one or more supplemental Declarations in the McDowell Public Registry, describing the additional property, and a statement by the Declarant of its intent to extend the operation and effect of this Declaration to the additional property.

ARTICLE III

EASEMENT FOR ACCESS AND UTILITIES

A. Owners' Easements for Ingress and Egress. Each Bear Cliff Village lot shall be conveyed together with (and each lot owner is hereby conveyed) a perpetual, non-exclusive right to use the roadways of Black Bear Development. This access will be from Bear Cliff Drive from Marina Road for the purpose of providing access to and from each lot.

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B. Maintenance Fee. Out of the annual assessment fees paid by the unit owners, the sum of \$500.00 per year shall be paid to Black Bear Development, Inc. as a maintenance fee for the use of the roadways in Bear Cliff Subdivision. This fee will be adjusted annually according to any increase or decrease in the consumer price index.

ARTICLE IV

EASEMENT FOR COMMON AREAS

A. Owners' Easements for Common Roadways. Each lot owner shall have the right to drive over the common roadways. Each lot shall have two (2) parking spaces in the driveway in front of each unit. No owner shall park in the driveway for any other townhouse without the express permission of the owner of such lot. No owner shall park any vehicle in the common roadway.

B. Septic Agreement. Each building (two units) will have a common septic tank and drain field. A septic agreement will be signed at closing of each lot.

ARTICLE V

COVENANTS FOR ANNUAL ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation for Annual Assessments. Each owner of any lot 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 an Annual Assessment for Bear Cliff Village Subdivision as established and collected as hereinafter provided. Any such assessment or charge, together with interest, cost and reasonable attorneys fees shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due.

Section 2: Purposes of Annual Assessment. The assessments to be levied annually against each lot (Annual Assessment) shall be used as follows:

- (A) to maintain any and all drain lines and ditches; and
- (B) to maintain or provide for the maintenance of all yards and grassed areas adjoining all townhouse Units and that are included in the deed conveying the Unit to the Owner so that a uniform level of maintenance may be achieved in the entire development. Such maintenance shall include without limitation grass mowing, leaf raking and general landscaping.

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- (C) to maintain the roadways in the Development, including repair, repaving, leaf removal, snow removal, sign and entrance maintenance, the similar types of uses for the common benefit of all the townhouse owners.
- (D) to provide such other services or features as the property owners association may choose to provide upon an owners after specific written notice has been provided to them.

Section 3: Payment of Annual Assessments - Due Date. The Annual Assessments provided for herein shall commence as to each lot on January 1, 2006, and continue on January 1<sup>st</sup> of each year thereafter. For all lots sold, the assessment shall be on a monthly basis for each month or part thereof remaining in the calendar year when each townhouse unit is sold, and shall be paid for the balance of the current year at the closing. Beginning with the calendar year after each Unit is sold, the annual assessment shall be due on January 1 of each year. The annual assessment for calendar year 2006 shall be \$250.00 per lot payable to Declarant, his heirs or assigns. Any change in the amount of the annual assessment for any calendar year shall be communicated by written notice to all lot owners no later than December 1 prior to the effective date of the change. After seventy percent (70%) of the lots are sold by Declarant, lot owners will form a property owners' association to take over all of the maintenance responsibilities from the declarant. At such time, the property owners' association shall determine the appropriate amount of annual assessments. The property owners association shall thereafter receive the assessments and take charge of the maintenance as set forth herein. Declarant, his heirs and assigns, shall have no further duty or responsibility with regard to maintenance after January 1, 2008, or after creation of a property owners' association, whichever comes first.

Section 4: Certificate Regarding Assessments. The Declarant shall, upon demand, furnish a certificate setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Declarant as to the status of assessments on a Lot is binding as of the date of its issuance.

Section 5: Effect of Non-payment of Assessments. Any Annual Assessment not paid by its due date shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less. The Declarant may bring an action at law against the delinquent owner or foreclose the lien against the Lot. Interest, late payment charges, costs and reasonable attorney's fees related to such action or foreclosure shall be added to the amount of such assessment. In the event of foreclosure of a lien, said foreclosure shall proceed as if the same were an exercise of a power of sale under a Deed of Trust as provided by Chapter 45 of the North Carolina General Statutes.

Section 6: Subordination of Lien to Mortgage. The lien of the Assessments provided for in this Declaration shall be subordinate to the lien of any first Mortgage on a Lot or any mortgage or Deed of Trust to the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof,

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however, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the purchaser of such Lot from liability for an Assessment thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or Deed of Trust as above provided.

Section 7: Transfer of Declarant's Powers to Property Owners' Association. When the property owners' association is created, all of the powers and duties of the Declarant contained in this Article relating to Annual Assessments and their expenditures, and contained elsewhere in this document relating to other issues, shall be transferred to the property owners' association.

## ARTICLE VI

RESTRICTIONS

Section 1: Land Use and Building Type. All the subject property shall be developed as a community of duplex and single townhouses, exclusively for single-family residential use. There shall be no commercial use other than private rental of a townhouse.

Section 2: Building Construction and Quality. All townhouse units constructed upon the land in the development shall be of good quality grade and appearance and shall be constructed in a proper, workmanlike manner. The Declarant shall determine in his sole discretion how any townhouse duplex unit is to be placed upon the property. The exterior surface of each duplex townhouse unit shall be aesthetically compatible with the other duplex townhouse units. No unit owner may construct or place an out-building, whether free-standing or otherwise, on or attached to his unit or elsewhere within the townhouse development. The Declarant, or the property owners' association after its creation, reserves the option to establish criteria to enable unit owners to create a small exterior storage closet in the rear of the unit. Any such storage closet must comply with the criteria thereby established.

Section 3: Utility Easements. Declarant reserves an easement for the installation and maintenance of utilities within the common areas. This reservation shall be transferred automatically to the Property Owners' Association when it is created. Declarant reserves the right for himself or his designee to enter upon any drainage and utility easement for the purpose of installing, repairing, replacing, maintaining or otherwise working on utilities, water lines, sewage lines, or surface water drainage at any time.

Section 4: Fences and Walls. No fence or wall may be erected in the front or side of a townhouse unit, except as may be originally constructed at the time the townhouse is built.

Section 5: Signs. No signs of any kind shall be displayed to the public view at any townhouse or on the common area with the following exceptions which may not exceed five square feet in size (a) one sign advertising the property for sale or rent; and (b) one sign used by a builder to advertise

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the property during the construction and sales period. These restrictions shall not apply to permanent entry signs, or to temporary entry signs or advertising, or "for sale" signs installed by Declarant or its agents prior to the sale of all the townhouse units. Declarant specifically reserves an easement on Lot 1 (or such other lot as may in Declarant's discretion be a better location) to contract, repair, modify and maintain an entry sign displaying the name of the development.

Section 6: No Antennae, Satellite Dishes or Discs. There shall not at any time be any exterior television antenna or any satellite dish or satellite disc larger than 26 inches in diameter on or at any townhouse unit.

Section 7: Lot Maintenance: Trash Disposal. Each owner shall keep the exterior of his unit in a clean and orderly condition and shall keep the improvements thereon in a neat condition and suitable state of painting and repair, compatible with the attractive overall aesthetics of the development. Each owner shall promptly repair and/or repaint any damage thereto by fire or other casualty. No exterior clothesline may be erected or maintained on or at any townhouse unit. No unit shall be used in whole or part for storage of trash of any character whatsoever and trash, rubbish, stored materials or similar unsightly items shall not be allowed to remain at any unit except when temporarily placed in closed, sanitary containers pending collection by municipal trash collectors or except when temporarily placed in bins or other containers especially provided for recycling collection pending regular municipal collection. No crops may be cultivated in any of the yard space surrounding a unit. The Declarant (or the property owners association) may establish criteria for planting flowers, bushes, shrubs or similar landscaping items in the yard space surrounding a unit, but all such plantings must comply with such criteria. No trees may be planted in any of the yard space surrounding any unit. It is acknowledged that all normal yard maintenance (including without limitation grass mowing and leaf raking) shall be performed uniformly throughout the entire development (for the roadway and the space surrounding units) and the expenses will be paid from the annual assessments. An easement is specifically reserved to the Declarant (and to the property owners association as its successor) over all the yard area surrounding each unit and the parking area in front of each unit for the purpose of such maintenance.

Section 8: Parking. No truck or commercial vehicle in excess of one-ton load capacity (except when making deliveries to the townhouse), motor home, recreational vehicles, trailers or any vehicle under repair, or any wrecked, abandoned or junked motor vehicle shall be parked upon or permitted to remain at any unit or on the driveway. All automobiles, trucks and other vehicles parked in the Development must have a current license plate and current safety inspection sticker.

Section 9: Nuisances. No noxious, illegal or offensive activity shall be carried out in or at any townhouse unit or in the parking area, nor shall anything be done thereon which maybe or become an annoyance or nuisance to the neighbors or neighborhood. No substance, thing or material shall be kept at any townhouse unit that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding units or adjoining property or that is in violation of the criminal laws of the county, state or federal governments. No animals, livestock or poultry of any kind shall be raised, bred, or kept in or at any townhouse except

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that a dog, cat or other inside household pet may be kept, provided it does not make noises that interfere with the peace and quiet of other unit owners. No pet shall be kept outdoors. Any pet shall be at all times under the direct control of the townhouse owner both when the pet is inside and when it is taken outside temporarily and shall not be permitted to wander off the owner's property. Under no circumstance shall any pit bull dog, rottweiler or other breed of dog other animal that is commonly understood to be dangerous, violent, undomesticated or vicious be kept or permitted to be in or at any townhouse.

Section 10: Diligent Construction. All construction, repair, landscaping or other work which has been commenced on the exterior of any townhouse unit must be continued with reasonable diligence to completion and no partially completed improvements shall be permitted to exist, except during such reasonable time periods as is necessary for completion. Any damage to any street, curb or any utility system caused by the owner or the owner's agent or contractor or subcontractor performing work for the owner shall be repaired by such responsible owner. The owner of each unit shall at all times keep common and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of improvements at such owner's unit. Declarant may provide for the cleaning or other corrective action of common areas and/or private areas due to the activities or omissions of the owner or owner's builder or to the agent or contractor (after first providing the owner with reasonable notice and reasonable opportunity to take such corrective action as may be needed) and may assess the owner a reasonable charge not to exceed three times the actual cost for such cleaning or other corrective action. Declarant's charge to take such corrective action shall, if not paid within 30 days, become a lien (in the same manner as unpaid annual Assessments) against the unit of the owner who personally or whose builder, contractor or agent intentionally or negligently created the situation causing the Declarant to take such corrective action. Each owner's builder, agent or contractor shall, consistent with standard construction practice, keep all portions of the property free of unsightly construction materials.

Section 11: Architectural Control. In the event of fire or other event that damages a Townhouse Unit, the owner shall promptly (in no event longer than thirty days) begin debris removal in such a manner as to cause the least possible inconvenience to other unit owners and shall promptly re-construct the unit. The re-construction must begin within sixty days of the damage and must be diligently pursued to completion as soon as possible. The appearance of the re-constructed unit shall remain as much as possible as it was before the damage. Any deviation from the original appearance shall require the advance written consent of the Declarant (or its successor). The Unit Owner shall submit detailed plans for the construction (including without limitation list of structural, interior, and exterior materials) in advance of any construction for review by the Declarant and the Declarant must give his approval before construction can begin. Provided the plans reflect re-construction as closely as possible to the original unit, the plans shall be approved.

## ARTICLE VI

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GENERAL PROVISIONS

Section 1: Enforcement. Declarant, being the Developer of other subdivisions in the area of the Subdivision, wished to maintain a high standard in the appearance and quality of the Subdivision. Though damages would be difficult to measure, the failure of the Owners to abide by the terms, covenants, and restrictions contained in the Declaration would result in irreparable damage to the Declarant and its reputation. Accordingly, Declarant during the terms of the Declaration shall have the right to enforce all restrictions, covenants, conditions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction, covenant, reservation, lien or charge either to restrain the violation thereof or to recover damages. Each owner and the Declarant shall have all appropriate remedies at law or in equity to enforce the provision of this Declaration. In the event the services of an attorney are required to enforce any of the provision of this document, the party who does not prevail (whether through court action resulting in judgment, court action that is settled, or though legal means that do not involve court action) shall pay all the legal fees of the party who does prevail.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration may be amended at any time and from time to time by Agreement signed by a majority of the Owners whose Lots are then subject thereto; provided, however, that such amendment shall not become effective until the instrument evidencing such change has been filed of record. Notwithstanding the foregoing, the consent of the Owners plus the written consent of Declarant, shall be required to withdraw any portion of the Property from the requirements of the Declaration, or to restrict or revoke Declarant's right of enforcement hereunder. An addition or amendment of the Declaration shall not be considered material if it is for the purpose of correcting technical errors or for clarification only. Declarant reserves the right to change the boundaries of any lot he has not conveyed, so long as the change in boundary line does not purport to alter the line of a previously conveyed lot, without the consent of lot owners.

Section 4: Term. The covenants and restrictions of this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) year unless an instrument signed by two-thirds (2/3) of the then owners of the lots, plus Declarant, has been recorded agreeing to terminate said covenants and restrictions in whole or in part. Provided, however, that the residential use restrictions as set forth in this Declaration shall run with the land and shall be binding upon all parties and all person claiming under them in perpetuity.



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IN WITNESS WHEREOF, the Declarant has set his hand and seal on this the day and year first above written.

BEAR CLIFF VILLAGE, LLC

Everett Pyatt  
EVERETT PYATT, Manager

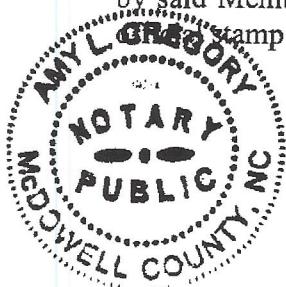
State of North Carolina

County of McDowell

I, a Notary Public of the County and state aforesaid, certify that **Everett Pyatt**, Member/Manager of Bear Cliff Village, LLC, a North Carolina Corporation personally came before me this day and

- a)  I have personal knowledge of the identity of the principal(s);
- b)  I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_;
- c)  A credible witness has sworn to the identity of the principal(s);

acknowledged that he is the **Member/Manager of Bear Cliff Village, LLC**, and that by authority duly given and as the act of the said Limited Liability Company, the foregoing Contract was signed by said Member/Manager for the intents and purposes therein expressed. Witness my hand and stamp or seal this the 24<sup>th</sup> day of January, 2006.



Amy L. Gregory  
Notary Public Signature

Amy L. Gregory  
Typed or Printed Name

My Commission Expires: 04-21-2008

Patricia A. Reel  
Register of Deeds

# McDowell County Register of Deeds

21 South Main Street, Suite A • Marion, NORTH CAROLINA 28752  
Telephone 828-652-4727 • Fax 828-652-1537 • E-Mail preelmcdowell@titlesearcher.com



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Filed For Registration: 01/24/2006 02:57:30 PM

Book: CRP 855 Page: 202-210

Document No.: 2006000517

DECLARATION 9 PGS 38.00

Recorder: BRANDI R CHILDERS

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State of North Carolina, County of McDowell

Filed for registration and Duly Recorded this 24TH day of JANUARY 2006.

PATRICIA A. REEL, REGISTER OF DEEDS

*Brandi R. Childers*


By: \_\_\_\_\_  
DEPUTY REGISTER OF DEEDS

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This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.

2007001153


 MCDOWELL CO, NC FEE \$20.00  
 PRESENTED & RECORDED:  
 02-15-2007 03:33:56 PM  
 Patricia A. Reel  
 REGISTER OF DEEDS  
 BY: PATRICIA A REEL  
 REGISTER OF DEEDS  
**BK: CRP 906**  
**PG: 195-197**

Prepared by and return to  
 Robert A. Yancey  
 30 Fleming Ave., Marion, NC 28752

STATE OF NORTH CAROLINA  
 COUNTY OF McDOWELL

BEAR CLIFF VILLAGE SUBDIVISION, PHASE II  
 Plat Book 14, Page 49  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF RESTRICTIVE COVENANTS of Bear Cliff Village Subdivision, Phase II, is made this 15 day of February, 2007, by Bear Cliff Village, LLC, hereinafter referred to as Declarant, and any and all persons, firms or Corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration of Restrictive Covenants of Bear Cliff Village Subdivision, Phase II, hereinafter called Restrictions;

WITNESSETH:

THAT WHEREAS, Declarant is the owner of certain property in McDowell County, North Carolina, known as Bear Cliff Village Subdivision, Phase II; and

WHEREAS, Bear Cliff Village Subdivision, Phase II, is more particularly described by plat thereof recorded in Plat Book 14 at Page 49 in the Office of the Register of Deeds for McDowell County, including Lots 6 through 8; and

WHEREAS, the Declarant has subdivided said property into numbered lots, as appears on said map, for a residential community of townhouses to be named Bear Cliff Village Subdivision ("the Development").

Declarant has already filed for record a Declaration of Covenants, Conditions and Restrictions for Phase I of Bear Cliff Village Subdivision, as recorded in the Office of the Register of Deeds for McDowell County in Deed Book 855 at Page 202 et seq.

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AND WHEREAS, Declarant desires to make the Bear Cliff Village Subdivision, Phase II, Lots 6 through 8 as shown on map recorded in Map Book 14 at Page 49, subject to the Declaration of Covenants, Restrictions and Conditions as recorded in Deed Book 855 at Page 202.

NOW THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all the property described on the hereinabove said recorded plat is made subject to the Restrictions and the Declarations as set forth in McDowell County Deed Book 855 at Page 202, which are for the purpose of protecting the value and desirability of Bear Cliff Village Subdivision, Phase II, as it now exists and is hereafter expanded and that such Easements, Restrictions, Covenants, and Conditions, shall burden and run with said property and be binding on all parties now or hereafter acquiring and owning said real property their respective heirs, successors and assigns, having any right, title or interest in the properties now or hereafter subject to these Restrictions and the Declaration, or any part thereof, and shall enure to the benefit of each owner thereof and their respective heirs, successors and assigns.

The Lots of Bear Cliff Village Subdivision, Phase II, as shown on Map Book 14 at Page 49, are hereby incorporated into and made subject to the Restrictions, Conditions and Covenants of Bear Cliff Village Subdivision, Phase I, as recorded in the Office of the Register of Deeds for McDowell County in Deed Book 855 at Page 202 *et seq.*

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by his officers thereunto duly authorized, and its Corporate Seal to be hereunto affixed, all the day and year first above written.

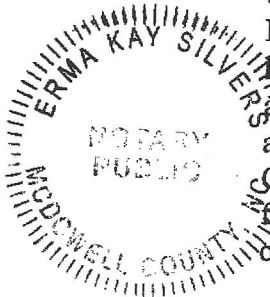
Bear Cliff Village, LLC.  
Corporate Name

By:   
Everett Pyatt, Member/Manager

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SEAL-  
STAMP

NORTH CAROLINA, MCDOWELL COUNTY.



I, **Erma Kay Silvers**, a Notary Public of the County and State aforesaid, certify that Everett Pyatt, Member/Managers of Bear Cliff Village, LLC, a North Carolina Limited Liability Company, whom I have personal knowledge of his identity, personally came before me this day and acknowledged that he is the Member/Manager of Bear Cliff Village, LLC, and that by authority duly given and as the act of the said Limited Liability Company, the foregoing instrument was signed by said Member/Manager for the intents and purposes therein expressed. Witness my hand and official stamp or seal this the 15 day of February, 2007.

My commission expires: 10-04-2009

*Erma Kay Silvers*  
Notary Public

Patricia A. Reel  
Register of Deeds

# McDowell County Register of Deeds

21 South Main Street, Suite A • Marion, NORTH CAROLINA 28752  
Telephone 828-652-4727 • Fax 828-652-1537 • E-Mail preelmcdowell@titlesearcher.com



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Book: CRP 906 Page: 195-197

Document No.: 2007001153

RESTRICTIVE COVENANTS 3 PGS 20.00

Recorder: PATRICIA A REEL  
\*\*\*\*\*

State of North Carolina, County of McDowell

Filed for registration and Duly Recorded this 15TH day of FEBRUARY 2007.

PATRICIA A. REEL, REGISTER OF DEEDS

*Patricia A. Reel*

By: \_\_\_\_\_  
REGISTER OF DEEDS  
\*\*\*\*\*

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This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.