

GEORGIA  
BULLOCH COUNTY

**REVISED DECLARATION OF PROTECTIVE COVENANTS**  
**WESTRIDGE SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS, is made and published on the date set forth below, by the undersigned owners of a majority of the lots located in Westridge Subdivision, of Bulloch County, Georgia, more fully described in the following:

WITNESSETH:

That the undersigned are the owners of a majority of the lots of land known as WESTRIDGE SUBDIVISION, ("The Property") as shown on a plat of same prepared by Lamar O. Reddick and Associates, Surveyors, dated October 30, 1987, and recorded in Plat Book 30, Page 76, Bulloch County Records, reference to said recorded plat being incorporated herein.

WHEREAS, it is to the interest, benefit and advantage of owners, and to each and every person who shall hereafter purchase any portion of said property, that certain protective covenants governing and regulating the use and occupancy of same be established, set forth and declared to be covenants running with the land; and

WHEREAS, the covenants established by the Developers and filed on March 30, 1988 at Bulloch County, Georgia, and recorded in Book 495 on pages 106 through 123, as amended and filed on April 30, 1990, at Bulloch County, Georgia, and recorded in Book 534 on pages 350 and 351, will expire on March 30, 2008, pursuant to paragraph 20 of said covenants, and will be automatically extended for successive period of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, and

WHEREAS, the undersigned owners agree to substitute this instrument for said covenants, and

WHEREAS, owners deem it desirable to have a mechanism to administer said conditions and restrictions and do hereby name Westridge Subdivision Homeowners' Association, Inc., a nonprofit corporation chartered by the State of Georgia, as the permanent administrator to serve during the life of this contract, and to be hereafter referred to as the "Association".

NOW THEREFORE, in consideration of the premises, OWNERS, for themselves, their successors and assigns and their future grantees, do hereby place and impose the following conditions, restrictions, covenants, reservations, easements, liens and charges as detailed hereunder, on real property located in the County of Bulloch, State of Georgia as described above. No property other than that described above shall be deemed subject to the Declaration of Protective Covenants, unless and until specifically made subject thereto.

1. Definitions

- (a) "Association" shall mean and refer to Westridge Subdivision Home Owners' Association, Inc., a Georgia nonprofit Corporation, its successors and assigns.
- (b) "Board of Directors" or "Directors" shall mean and refer to the duly authorized Board of Directors of the Association.
- (c) "Common Area" shall mean and refer to all real property, including the improvements thereon, owned by the association for the common and exclusive use and enjoyment of the owners and others entitled to the use thereof.
- (d) "Dwelling" shall mean any building located on a dwelling lot and intended for use as housing for a single family.
- (e) "Member" shall mean and refer to every person who is a member of the Association.
- (f) "Owner" shall mean and refer to the record owner, whether it is one or more persons or entities, of a fee simple title to any lot, which is a part of the Property.

2. Membership and Voting Rights

- (a) Every Owner of a lot that is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to Assessment. No Owners, whether one or more persons, shall have more than one membership per lot. Ownership of a lot shall be the sole qualification for membership in the Association, and each Owner shall remain a Member thereof until such time as its ownership ceases for any reason, at which time his membership in the Association shall automatically cease.
- (b) Every Member shall have one vote per lot owned.
- (c) Except as specifically provided herein, all matters voted upon by the Association shall be decided by the majority of the votes cast on such matter. Notice of annual and special meetings of the Association shall be made in accordance with the Bylaws of the Association.

3. Assessments

- (a) The undersigned, hereby covenant, and each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree, for himself, his heirs, representatives, successors and assigns, to pay the Association the annual assessments or charges, initial assessments and any special assessments for capital improvements, repairs, or maintenance.
- (b) All such assessments shall be fixed, established and collected as hereinafter provided.

The annual, initial and special assessments, together with interest, costs and attorney's fees, shall be a charge upon the lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the owner of record of such property at the time when the assessment fell due. The personal obligation of an owner for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them; provided however, that the charge and lien against the lot for delinquent assessments shall remain a lien against said lot until paid.

- (c) The annual, initial and special assessments or charges levied by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of the residents of the Property, and in particular for the improvement and maintenance of the Common Area; the payment of any taxes assessed against the Common Area; payment of insurance with respect to the Common Area, and repairs, replacement, and additions thereto; payment of operating costs, repairs, maintenance, and utility costs for any improvements located upon the Common Area; utility costs for electric street lights; maintenance of all street signs, roads, and gates; distribution of water; landscaping; and to the discharge of the obligations of the Association as imposed by this declaration of restrictive covenants, as well as any other purposes consistent herewith and approved by the Board of Directors.
- (d) The annual assessment of each lot shall be payable as directed by the Association, in advance. The amount thereof shall be determined by the Association.
- (e) In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of the construction, reconstruction, repair, in whole or in part, the cost of the construction, reconstruction, repair, maintenance or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto and for the purchase of new property, both real and personal, for the benefit of the Members. Special assessments may be authorized and levied by majority vote of the Association. Special assessments shall be fixed at a uniform rate for all lots and may be collected on any periodic basis approved by the Association.
- (f) Both annual and special assessment shall be fixed at a uniform rate for all lots, except that annual assessments may vary in amount on the sole basis of whether the lot is improved or unimproved, and shall be collected on a monthly basis or any other basis approved by the Association.
- (g) Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at that rate which is equal to the rate of ten percent (10%) per annum and such amount, together with interest and costs of collection thereof as provided hereinafter, shall thereupon become a continuing lien upon the property against which such assessment was made, and shall bind such property in the hands of the then-Owner, his heirs, devisees, personal representatives and assigns. The Association may bring an action at law against the person personally obligated to pay

the same, or foreclose the lien against the property in like manner as a deed to secure debt and, in either event, interest, costs, and attorney's fees in the amount of fifteen percent (15%) shall be added to the amount of said assessments. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the annual assessments for that particular calendar year due and payable and collect the same as provided above. In the event of any such foreclosure, the Owner shall be required to pay reasonable rental for the lot after commencement of the foreclosure action; the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his or her lot.

- (h) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereafter placed upon the property subject to assessments, and the lien of any ad valorem taxes. Sale or transfer of any lot pursuant to a mortgage foreclosure, or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No such sale or transfer shall release such lot from liability for any assessments which thereafter become due or from the lien thereof.

4. Architectural Control Committee (hereinafter referred as "ACC")

- (a) The undersigned believe it desirable to have a committee to administer the conditions and restrictions applicable to the general visual continuity of the Property. The Association shall appoint an Architectural Control Committee, hereinafter referred to as the "ACC" or "Committee", with the understanding and agreement that additional or replacement Committee Members may be elected, selected and appointed at any point in time by majority vote of the Association. A majority vote of the committee shall determine a decision in all questions referred to the committee. The committee shall be known as the "Architectural Control Committee" and referred to as the "ACC" or "Committee".
- (b) It is the purpose of the undersigned to prohibit any improvement or change in the property which would be unsafe or hazardous to any personal or real property or to any person; to minimize destruction or diminution of the view afforded to all lots, and to preserve as much as is practicable of the visual continuity of the Property; to ensure that the improvements and construction of dwelling units on the Property will be a good and attractive design, and in harmony with the natural setting of the area and serve to preserve and enhance the beauty thereof; and to ensure the materials and workmanship for all improvements are of high quality and comparable to other improvements permitted on the Property; and to ensure that construction of improvements on the Property is carried out by builders of financial reliability who can be expected to produce quality construction.
- (c) No building, wall, dock, walkway, driveway, driveway profile, fence, mailbox, screening device, swimming pool or other structure or dwelling shall be commenced,

erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made, nor any rebuilding or restoration of any Dwelling, nor shall the clearing of any trees or change of property grade be made, until plans and specifications showing the nature, kind, shape, color, height, materials, locations and grade of the same have been submitted to and approved in writing as to conformity and harmony of external design and general quality with the existing standards or the neighborhood and location in relation to surrounding structures and topography by the ACC as provided in this Section. No change shall be made in the color, stain or painting of any structure or door thereof, or balcony or deck thereunto attached, unless so approved.

- (d) The Architectural Control Committee (ACC) shall have exclusive jurisdiction to approve or disapprove all new construction on any portion of the Property, as well as any modifications, additions or alterations made on or to existing Dwellings and any open space appurtenant thereto and any rebuilding or restoration of any Dwelling or any activity requiring approval pursuant to the provisions of this Section.
- (e) Neither the ACC nor any member thereof, shall be liable to the Association or to any Owner, nor shall the Association be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of:
  - 1. The approval or disapproval of any plans, drawings and specifications, whether or not defective;
  - 2. The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
  - 3. The development of any property within the Property, provided that such member has acted in good faith on the basis of such information as may be possessed by him or her; or
  - 4. Any negligence or breach of contract by any builder approved by the ACC to carry out construction within the Property.
- (f) Whenever approval is required by any matter within the jurisdiction of the ACC, the person seeking such approval shall furnish the data required by the ACC and no such submission shall be deemed to have been made unless and until all required information has been received. The ACC shall either approve or disapprove in writing such design and location and proposed construction and clearing activities within thirty (30) days after such plans and specifications have been submitted to it. If the plans and specifications are disapproved in any respect, the applicant shall be notified wherein such the plans and specifications are deficient. The Association shall have the right, from time to time, to establish reasonable filing fees to defray the expenses of the ACC, which shall be paid at the time of submission of such plans.
- (g) If the ACC fails to act after fifteen (15) days, notice of its failure to act making a total of forty-five (45) days from date of initial request, then such approval shall not be

required provided the design and location are in harmony with existing structures and locations in the tract, and do not violate this declaration of restrictive covenants. If the finished building does not comply with the specifications as submitted, the ACC retains the right to make the changes necessary for compliance. These changes will be at the Owner's expense. All house sites and driveways must be staked out and such siting approved before tree cutting or grading is begun.

- (h) Approval by the ACC is not a guarantee or representation of proper design or good workmanship. No approval of plans, location or specifications by the Association shall be construed as representing or implying that such plans, location or specifications will, if followed, result in a properly designed residence or comply with any pertinent building codes or law. Any such Association approval shall not be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner. No implied warranties of good workmanship, design, habitability, quality, fitness for purpose or merchantability shall arise as a result of such approvals.
- (i) The ACC shall have the right, at its election, to enter upon any lot during construction, erection, or installation of improvements or alterations, repair or renovations subject to the provisions of this declaration of restrictive covenants, to inspect the work being performed in conformity with the approved plans and specifications, and in a good workmanlike manner utilizing approved methods and good quality materials. The ACC shall have the power to order the dismantling or cessation of nonconforming work and to enforce such order by any legal or equitable proceedings, including but not limited to, a proceeding seeking a temporary restraining order or other injunctive relief.

##### 5. LAND USE AND BUILDING TYPE.

(a) None of said lots may be improved, used, or occupied for other than private residential purposes and no flat, duplex, or apartment house, though intended for residential purposes, may be erected thereon. Any residence erected or maintained thereon shall be designated for occupancy by a single family.

(b) No professional office, business, trade, or commercial activity of any kind shall be conducted in any building or on any portion of any lot, block, or building site.

(c) All building sites in the tract shall be known and described as residential building sites. Only one single family building shall be erected on any lot.

(d) No structures shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family dwelling not to exceed two and one-half stories in height; a private garage for not more than three cars, and not more than one outbuilding clearly incidental to residential use of the premises. Any such outbuilding must be approved by the Association prior to construction or location on said property.

(e) All garbage receptacles, electric and gas meters, heat pump and air conditioning equipment, and other unsightly objects and equipment must be placed or stored in landscaped, fenced, or screened-in areas to conceal them from the view of the road and adjacent properties. The design, size, location, and appearance must be approved by the Association.

(f) No animals, livestock, or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property. Dogs and cats may be kept upon said property provided that they are not kept, bred, or maintained for any commercial use or purposes.

(g) No noxious, offensive, or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trash, paper, garbage, or refuse of any kind shall be dumped on other lots or adjoining lands.

(h) No clotheslines are be permitted.

(j) Design, construction, and location of greenhouses must be approved by the Association.

(k) No overhead wires or cables for telephone, cable television, or electrical utility lines shall be permitted on any portion of the premises. It is the intention by the imposition of the restriction to require that all electrical, telephone, cable television, and other similar overhead cables shall be installed underground in order to serve said property.

(l) Small satellite dishes are permitted, but must be placed on the back of the house or property.

(m) No skateboard ramp will be permitted on the premises.

6. DWELLING QUALITY AND SIZE. The minimum floor area of any main dwelling structure, exclusive of open porches, terraces, patios, carports and garages, constructed on said property shall be as follows:

Single story, 2000 square feet;

Single story, brick veneer or solid masonry, 2000 square feet;

Story and one-half; frame, ground floor, 1400 square feet, with a minimum total square footage of 2000 square feet;

Story and one-half brick veneer or solid masonry, ground floor, 1400 square feet, with a minimum total square footage of 2000 square feet;

Two-story, frame, 2200 square feet;

Two-story, brick veneer or solid masonry, 2200 square feet.

The minimum floor area herein referred to includes only heated area and shall not include basements, decks, attics, garages, or open porches of any type. However, notwithstanding the above minimum square footage, the Association shall be able to approve plans, which substantially comply with said minimums so long as said plans, in other respects, are consistent and harmonious with the overall development of said subdivision.

No dwelling house shall be erected without providing a parking space consisting of a durable surfaced area, enclosed in the dwelling house, sufficient in size to store one standard automobile. Said garage or carport shall be connected by a paved driveway of hot-mix asphalt or concrete connecting the parking space (garage or carport) with a street and permitting ingress and egress of an automobile. Said garage or carport may not open toward the front of the house. Driveway and walkways must be completed prior to occupancy of the dwelling. The driveway connection at the street must be approved by the Association as to structural design, quality, or workmanship, and harmony of external design with existing driveways. No plumbing vent or heating vent shall be placed on the front side of the roof, nor shall any concrete block be left exposed after completion of construction.

7. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 60 feet. No building shall be located nearer than 20 feet to an interior lot line. No dwelling shall be located nearer than 40 feet to the rear lot line; swimming pools, the highest projection of which shall not exceed three feet, and outdoor fireplaces not exceeding six feet in height, may be erected and maintained within the rear setback but not nearer than 15 feet from the rear line of any lot. No such improvements, however, may be placed in or upon land reserved for easements. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Exceptions to requirements of the paragraph may be made by the Association in such instances as the Association shall feel warranted in order to prevent an unnecessary or undue hardship. Notwithstanding anything to the contrary herein, the Association shall have the right to permit reasonable modifications of the setback requirements where, in the discretion of the Association, strict enforcement of these setback provisions would work a hardship.

8. LOT CHARACTERISTICS. Topographic and vegetation characteristics of the property shall not be altered by any property owner through the removal, reduction, cutting excavation or any other means without prior approval of the Association. No trees of any kind above five (5") inches in diameter at a point four feet above the ground level may be removed by any property owner without the prior written approval of the Association. A tree location plan and location map of adjacent and nearby structures may be required as part of such application for approval.

9. COMPLETION OF CONSTRUCTION. No residence may be occupied, temporarily or permanently, until the exteriors thereof have been completed. The exterior of all buildings and other structures must be completed within twelve (12) months after the construction of a particular structure shall have commenced.

10. SUBDIVISION OF LOTS. No lot shall be subdivided for sale or otherwise so as to reduce the total lot area shown on the recorded maps or plats, except with the express written consent of the Association. No street shall be extended into or connected with adjoining properties except by written consent of the Association.

11. LAKESIDE LOTS. The ownership of each lot adjoining the lake as shown on the



above referenced plat shall include an undivided interest as Tenants in Common in said lake. The undivided ownership interest in said lake shall be transferable only with the transfer of ownership interest in said lakeside lot, and may not be severed from lot ownership.

12. LAKE USE AND DOCK RESTRICTIONS. The lake located within Westridge Subdivision shall be subject to all the restrictions and covenants applicable to the lots of the subdivision and shall be further restricted as follows:

(a) No dock shall be constructed or erected until the construction plans and specifications and plan showing location of the structure have been approved by the Association as required for buildings as set out in Paragraph 2, ARCHITECTURAL CONTROL, above.

(b) No dock shall be located nearer than 25 feet to the projection of an interior lot line into said lake and no dock shall extend more than 15 feet into said lake.

(c) Water Level. The water level shall be maintained at such level as from time to time shall be determined by the Association and no lot owner shall take any action to alter said water level.

(d) Excavation or Fill-In. No lot owner shall fill in any portion of said lake nor shall such lot owner excavate any portion of his lot so as to change the water line of said lake without prior approval of the Association.

(e) Lake for Recreational Use Only. Said lake shall be used for recreational purposes only and boats or vessels shall be permitted to have electric motors only. No gasoline or diesel fuel motors shall be allowed.

### 13. EASEMENTS.

(a) No title to land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or to the purchaser under any contract or purchase, unless expressly so provided in such deed or contract or purchase.

(b) Developers reserved an easement in and right at any time in the future to grant a 15 foot right of way over, under and along the rear line of each lot for the installation and maintenance of lines, conduits, pipes, and other equipment necessary or useful for furnishing electric power, gas, telephone service, cable television, or other utilities, including water and sewage service; Developers also reserved an easement in and right at any time in the future to grant a 10 foot right of way over, under, and along the front line of each lot for the same uses or purposes.

(c) Any contract or deed hereafter made may contain additional protective covenants and restrictions not inconsistent with those contained herein.

(d) No dwelling house, garage, outbuildings, or other structures of any kind shall be built, erected or maintained upon any such easements and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing and servicing such utilities and quasi-public utilities, and to the owner of the easement, his heirs

and assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved.

(e) Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat. The Developer has reserved a 10 foot strip along the rear of all lots for drainage purposes, said easement being within the 15 foot easement referred to in subparagraph (b) above.

#### 14. NUISANCES.

(a) No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(b) No temporary building, mobile home, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

(c) No oil drilling, development, or refining operations, mining, quarrying, or operation of sand and gravel pits, no soil removal or topsoil stripping, or operations of any kind shall be permitted upon or in any of the building sites covered by these restrictions.

(d) No fuel pumps may be maintained on the premises.

(e) No above ground tanks of any type shall be maintained on the premises.

(f) No motor vehicle shall be permitted to remain on the premises for more than 30 days in an inoperative condition, and no car repairs of a major nature may be carried on upon the premises. No lot or yard may be used as a parking area for heavy equipment such as excavating, grading or tractor equipment or heavy trucks such as transport vans, school buses, motor homes, transport trucks, and dump trucks. Pickup trucks and similar sized vans may be parked on the premises.

(g) No outside radio and television antennas shall be installed on the property.

(h) No window air conditioning units may face the street without prior approval of the Association.

(i) All playground equipment shall be placed on the rear of the property.

(j) All boats, boat trailers, travel trailers and campers shall be kept in the garage or carport except that owner of lakeside lots may keep a boat in the water or on the bank near the water.

15. SIGNS. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of the Association; provided however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot, or tract as sold and conveyed, which advertising board shall not be more than 5 square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the lot or tract upon which it is erected.

16. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition not visible from the street. No trash or garbage shall be burned on any lot, except for yard waste such as limbs and pinecones, which may be burned after obtaining a burn permit from the appropriate authorities, following all rules prescribed by said authorities.

17. SEWAGE DISPOSAL.

(a) Individual sewage disposal shall be permitted; however, said systems shall be designed, located, and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health and/or other such agencies as may have or acquire legal jurisdiction over such matters. Approval of such systems as installed shall be obtained from such authority.

(b) Provided, however, that at such time, during the term of the covenants, as a sewage collection system shall be provided for the entire Subdivision, or should City sewage become available, any lot which then has an individual sewage disposal system shall be connected to the Subdivision's sewage collection system, or City sewage system if available. The cost of making such connection shall be borne by the owners of any such lots at the time of connection, including any tap-in fee.

18. PRIVATE WATER. No individual water supply system, to include but not limited to individual wells or water furnish from any off-premises water supply system, shall be permitted on any lot. All residences must use the water system provided and each property owner shall bear the expense of such water service. The Association is vested with the authority to remove this restriction at any time.

19. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 20 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Such instrument shall amend these covenants as it provides. The undersigned agree to and successive owners take with notice of this provision.

20. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

21. AMENDMENTS TO DECLARATION. This Declaration may be amended at any time by a vote of the owners of a two-thirds majority of the platted lots.

22. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

23. INCORPORATION OF GEORGIA PROPERTY OWNERS' ASSOCIATION ACT.

These covenants incorporate the provisions of the Georgia Property Owners' Association Act (the "Act") O.C.G.A. § 44-3-220 et. Seq. and shall be governed by the Act. Should any provisions of these covenants conflict with any provision of the Act, the Act shall control over these covenants.

IN WITNESS WHEREOF, OWNERS have hereunto set their hands and affixed their seals the date and year notarized for each, each agreeing that the day and month of the last signature shall be the effective date of this instrument.