

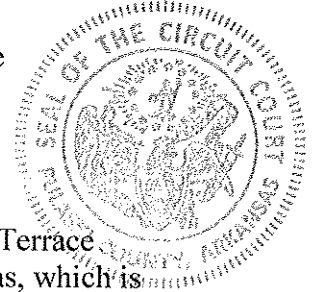


AMENDED BILL OF ASSURANCE

THIS BILL OF ASSURANCE is made on the date hereinafter set forth by Lifestyle Communities, LLX, referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant owns certain property (the "Property") known as Mountain Terrace Estates Townhomes, an Addition to the City of Maumelle, Pulaski County, Arkansas, which is more particularly described as:



A part of the Northwest Quarter of Section 32, Township 3 North, Range 13 West, Maumelle, Pulaski County, Arkansas, more particularly described as follows: Beginning at a found 3/8" rebar, said rebar being the Northeast corner of Tract A, Osage Falls to the City of Maumelle, thence along a curve to the right, said curve being the Westerly right-of-way of Odom Blvd., having a radius of 835.14, curve length of 603.41" and a cord bearing and distance of North 11 degrees 40 minutes 29 seconds West 590.37 feet to a set 1/2" rebar/cap; thence North 12 degrees 07 minutes 07 seconds East, along the Westerly right-of way of Odom Blvd. a distance of 882.20 feet to a found T post, said T post being the Southeast corner of Rector Mountain Apartments Tract; thence North 79 degrees 05 minutes 34 seconds West along the South line of said Rector Mountain Apartments Tract, a distance of 775.05 feet to a found 1/2" rebar, said rebar being the Southwest corner of Rector Mountain Apartments Tract; thence South 35 degrees 51 minutes 59 seconds West a distance of 500.22 feet to a set 1/2" rebar/cap; thence South 05 degrees 06 minutes 38 seconds East a distance of 1050.56 feet to a set 1/2" rebar/cap; thence South 57 degrees 04 minutes 53 seconds East a distance of 73.96 feet to a point; thence South 52 degrees 38 minutes 08 seconds East a distance of 195.25 feet to a found 1/2" rebar thence South 51 degrees 35 minutes 01 seconds East along the Northeast property line of Lot 7, Osage Falls, a distance of 108.31 feet to a found 1/2" rebar; thence South 51 degrees 31 minutes 40 seconds East, along the Northeast property line of Lot 6, Osage Falls, a distance of 96.56 feet to a found 1/2" rebar; thence South 66 degrees 49 minutes 33 seconds East, along the Northeast property line of Lot 6, Osage Falls, a distance of 12.47 feet to a found 1/2" rebar; thence South 66 degrees 54 minutes 46 second East, along the Northeast property line of Lot 5, Osage Falls, a distance of 102.62 feet to a found 1/2" rebar; thence South 66 degrees 41 minutes 17 seconds East, along the Northeast property line of Tract C, Osage Falls, a distance of 5.11 feet to a found 1/2" rebar; thence South 66 degrees 41 minutes 14 seconds East, along the Northeast property of Lot 4, Osage Falls, a distance of 41.13 feet to a found 1/2" rebar; thence North 76 degrees 25 minutes 04 seconds East, along the Northwest property line of Lot 4, Osage Falls, a distance of 60.92 feet to a found 1/2" rebar; thence North 78 degrees 04 minutes 34 seconds East along the Northwest property line of Lot 3, Osage Falls, a distance of 105.52 feet to a found 1/2" rebar; thence North 48 degrees 55 minutes 49 seconds East, along the Northwest property line of Lot 2, Osage Falls, a distance of 109.16 feet to a found 2" pipe; thence North 49 degrees 29 minutes 33 seconds East, along the Northwest property line of Lot 2, Osage Falls, a distance of 124.91 feet to a found 3/8" rebar, thence North 49 degrees 18 minutes 53 seconds East, along the Northwest property line of Tract A, Osage Falls, a distance of 38.27 fee to the paint of beginning.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall be covenants running with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

THAT Declarant now desires to Plat the following portion of the subject property as Phase I, Mountain Terrace Estates Townhomes, an Addition to the City of Maumelle, Pulaski County, Arkansas, which is more particularly describes as follows:

A PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 NORTH RANGE 13 WEST, MAUMELLE, PULASKI COUTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FND 3/8" REBAR; SAID REBAR BEING THE NORTHEAST CORNER OF TRACT A, OSAGE FALLS TO CITY OF MAUMELLE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 835.14 FEET, SAID CURVE HAVING A CHORD DIRECTION OF NORTH 11 DEG 40 MIN. 30 SEC. WEST AND A CHORD LENGTH OF 590.37 FEET TO A FND 1/2" REBAR; THENCE NORTH 12 DEG 07 MIN. 07 SEC. EAST A DISTANCE OF 449.06 FEET TO A SET 1/2" REBAR; THENCE NORTH 77 DEG 11 MIN. 07 SEC. WEST A DISTANCE OF 208.69 FEET TO A SET 1/2" REBAR; THENCE NORTH 34 DEG 19 MIN. 50 SEC. WEST ADISTANCE OF 46.46 FEET TO A SET 12" REBAR; THENCE NORTH 76 DEG 52 MIN. 02 SEC. WEST A DISTANCE OF 208.00 FEET TO A SET 1/2" REBAR; THENCE SOUTH 16 DEG 26 MIN. 05 SEC. WEST A DISTANCE OF 184.64 FEET TO A SET 1/2" REBAR; THENCE SOUTH 03 DEG 11 MIN. 40 SEC. WEST A DISTANCE OF 300.61 FEET TO A SET 12" REBAR; THENCE SOUTH 02 DEG 25 MIN. 44 SEC. EAST A DISTANCE OF 89.06 FEET TO A SET 1/2" REBAR; THENCE SOUTH 86 DEG 27 MIN. 58 SEC. WEST A DISTANCE OF 167.15 FEET TO A SET 1/2" REBAR; THENCE NORTHE 70 DEG 23 MIN. 33 SEC. WEST A DISTANCE OF 36.98 FEET TO A SET 1/2" REBAR; THENCE SOUTH 86 DEG 45 MIN. 24 SEC. WEST A DISTANCE OF 209.95 FEET TO A SET 1/2" REBAR; THENCE SOUTH 05 DEG 06 MIN. 39 SEC. EAST A DISTANCE OF 439.28 FEET TO A FND 1/2" REBAR/CAP: THENCE SOUTH 57 DEG. 4 MIN. 53 SEC. EAST A DISTANCE OF 73.96 TO A POINT; THENCE SOOUTH 52 DEG. 38 MIN. 08 SECS. EAST A DISTANCEOF 195.25' TO A FND 1/2" REBAR; THENCE SOUTH 51 DEG. 35 MIN. 01 SECS. EAST ALONG THE NORTHEAST PROPERTY LINE OF Lot 7, OSAGE FALLS, A DISTANCEOF 108.31' TO A FND 1/2" REBAR; THENCE SOUTH 51 DEG. 31 MIN. 40 SECS. EAST ALONG THE NORTHEAST PROPERTY LINE OF Lot 6, OSAGE FALLS, A DISTANCE OF 96.56' TO A FND 1/2" REBAR; THENCE SOUTH 66 DEG. 49 MIN. 33 SECS. EAST, ALONG THE NORTHEAST PROPERTY LINE OF Lot 6, OSAGE FALLS, A DISTANCE OF 12,47' TO A FND 1/2" REBAR; THENCE SOUTH 66 DEG. 54 MIN. 46 SECS. EAST ALONG THE NORTHEAST PROPERTY LINE OF LOT 5, OSAGE FALLS, A DISTANCE OF 102.62' TO A FND 1/2" REBAR; THENCE SOUTH 66 DEG. 41 MIN. 17 SECS. EAST ALONG THE NORTHEAST PROPERTY LINE OF TRACT C, OSAGE FALLS, A DISTANCE OF 5.11' TO A FND 1/2" REBAR; THENCE SOUTH 66 DEG. 41 MIN. 14 SECS. EAST,

ALONG THE NORTHEAST PROPERTY LINE OF Lot 4, OSAGE FALLS, A DISTANCE OF 41.13' TO A FND ½" REBAR; THENCE NORTH 76 DEG. 25 MIN. 04 SECS. EAST, ALONG THE NORTHWEST PROPERTY LINE OF LOT 4, OSAGE FALLS, A DISTANCE OF 60.92 TO A FND ½" REBAR; THENCE NORTH 78 DEG. 04 MIN. 34 SECS. EAST, ALONG THE NORTHWEST PROPERTY LINE OF LOT 3, OSAGE FALLS, A DISTANCE OF 105.52' TO A FND ½" REBAR; THENCE NORTH 48 DEG. 55 MIN. 49 SECS. EAST, ALONG THE NORTHWEST PROPERTY LINE OF LOT 2, OSAGE FALLS, A DISTANCE OF 109.16' TO A FND 2" PIPE; THENCE NORTH 49 DEG. 29 MIN. 33 SECS. EAST, ALONG THE NORTHWEST PROPERTY LINE OF LOT 2, OSAGE FALLS, A DISTANCE OF 124.91' TO A FND 3/8" REBAR; THENCE NORTH 49 DEG. 18 MIN. 53 SEC. EAST, ALONG THE NORTHWEST PROPERTY LINE OF TRACT A, OSAGE FALLS, A DISTANCE OF 38.27 TO THE POINT OF BEGINNING; CONTAINING 17.79 ACRES OR 775035.48 SQUARE FEET MORE OR LESS.

THAT Declarant has caused the Property to be surveyed by Central Arkansas Engineering, PLLC, a Registered Professional Engineer or Registered Land Surveyor, and a plat thereof made, which is identified by the title "Phase I, Mountain Terrace Estates Townhomes, an Addition to the City of Maumelle, Pulaski County, Arkansas and the date July 26, 2005, and by the signature of the Circuit Clerk and Ex-officio Recorder of Pulaski County, Arkansas, in Plat Book H, page 402 (the "Plat") and does hereby make this Bill of Assurance.

AND Declarant does hereby state that it intends to plat all of the said property, from time to time, in one or more phases as determined in the sole discretion of Grantor and has laid off, platted, and subdivided and does hereby layoff, plat and subdivide some or all of the real estate in accordance with said plat. The lands embraced in said plat shall be forever known as "Mountain Terrace Estates Townhomes, an Addition to the City of Maumelle, Pulaski County, Arkansas." Grantor may, from time to time, plat, replat, divide and/or subdivide the said property in phases; and, in that event, the lands subject to such platting, replatting, division or subdivision shall be known as "Phase _____, Mountain Terrace Estates Townhomes, an Addition to the City of Maumelle, Pulaski County, Arkansas."

There are shown on the Plat certain easements and right-of-way for drainage and utilities, which Declarant hereby donates and dedicates to and for the use of the public utilities, the same being, without limiting the generality of the foregoing, electric power, gas, telephone, water and sewer with the right hereby granted to the persons, firms or corporations engaged in supplying of such utility services to use and occupy such easements and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services. The filing of the Plat and Bill of Assurance and this Declaration for record in the Office of the Circuit Clerk and Recorder of Pulaski County, Arkansas, shall be a valid and complete delivery and dedication of said easements and rights-of-way.

Hereafter, conveyance and description of any said lands by lot number as shown on said plat or plats shall be a proper and sufficient description thereof.

The lots in said Property shall be sold by the Declarant and shall be purchased by the buyers thereof subject to the following covenants, restrictions and conditions.

ARTICLE I DEFINITIONS

Section 1. “Association” shall mean and refer to Mountain Terrace Estate Homeowners Association, Inc., its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Property” shall mean and refer to that certain real property herein be described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5: “Limited Common Area” shall mean those portions of the Common Areas, including but not limited to the patios and driveways, which are to be limited for the use and benefit of the individual unit(s) it is attached to.

Section 6: “Lot” shall mean and refer to any lot shown upon the Plat or any other recorded subdivision map or plat of the Property with the exception of the Common Area.

Section 7: “Declarant” shall mean and refer to Lifestyle Communities, LLC, its successors and assigns.

Section 8: “Unit” shall mean and refer to that portion of a structure constructed on a Lot for occupancy by one person or one family. “Attached Units” shall mean and refer to a Unit constructed so that it is attached to another Unit with a common wall as hereinafter defined.

Section 9: “Common Wall” shall mean and refer to the party wall between Attached Units, the pipes, vents, outlets, plumbing, insulation, wiring and duct work within such party wall and the portions of the roof and foundation of Attached Units located between two imaginary planes formed by extensions upward and downward of the surfaces of the party wall forming the interior walls of such Attached Units.

Section 10: “Utilities” shall mean and refer to all fiber optics, cables, communication and security wiring, water, sewer, gas, electricity and all other similar services.

ARTICLE II PROPERTY RIGHTS

Section 1. Easements. Declarant reserves the easement and rights-of-way as shown on the Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, cable television or any other utility Declarant sees fit to install in, across or under the Property. Neither Declarant nor any utility company nor any authorized political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to fences, shrubbery, trees or flowers or any other property of the Owner of the Lot covered by said easement. All easements as filed on record are reserved for the mutual use and accommodation of all public utilities desiring to use same. Any public utility shall have the right to remove and keep all or part of any buildings, fences, trees, shrubs, or other improvements or growth which in any way endanger or interfere with the construction, maintenance or efficiency of its utility system on any easement strips, and any public utility shall, at all times, have the right of ingress and egress to and from and upon said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all of any part of its utility system without the necessity of any time of procuring the permission of anyone.

Section 2. Title Subject to Easements. It is expressly understood that the title conveyed by Declarant to any of the Property shall be subject to any easement affecting same for the roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone or cable television purposes as installed and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner or any agents through, along, or upon the Property affected thereby, or any part thereof, to serve said Property or any other portion of the Property.

Section 3. Encroachments: Overhead Easement.

- (a) Declarant hereby reserves for itself and each Owner an easement and right to overhang each Owner's property with the roof of any Unit as any such roof is originally constructed or substantially repaired by necessity, but not otherwise.
- (b) If any portion of any Unit or any carport now encroaches upon any other Lot or the property of any Owner other than the Owner of such Unit, or if any Unit hereafter constructed encroaches upon any other Lot or the property of any Owner other than the Owner of the building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building shall stand. In the event any unit shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceeding and then rebuilt, encroachment easements due to such rebuilding shall exist for such encroachment and maintenance

thereof for so long as the building shall stand to the same extent and degree as such initial encroachment.

Section 4. Ingress and Egress onto Attached Units Owner's Property. Each owner shall have an easement, which is hereby reserved by Declarant in their behalf, over and upon the adjoining Owner's Lot for the maintenance and repair of (a) the Common Wall, (b) other improvements adjacent to such adjoining Owner's Lot, and (c) pipelines connecting each Unit with water and sewer mains; provided that any such entry upon the adjoining Owner's Lot shall be made with as little inconvenience to the Owner thereof as practical, and any damage caused thereby shall be repaired at the expense of the Owner using the easement.

Section 5. Water, Sewer and Drainage. Declarant hereby reserves for itself the right to place connecting lines for all utility and sewer systems, including water, gas (if any) and sewer main connections, and drainage facilities or under and Owner's Lot for service to and drainage of such Owner's Lot and other Owner's Lots. An easement shall exist on an Owner's Lot for such connecting lines and common drainage facilities as the same are installed; and Declarant hereby reserves and easement on any Owner's Lot on which connecting lines and common drainage facilities are installed for their use and maintenance in favor of the Owner of any Property with is served by or drains into such facilities, provided that any entry upon the Property on which the connecting lines or common drainage facilities are located shall be made with as little inconvenience to the Owner thereof as practical. For purposes of determining the sharing by Owners of cost incurred in the clearing, maintenance and repair of common drainage facilities, such facilities shall be treated just as if such were Common Walls.

Section 6. Owner's Easements of Enjoyment. Every Owner shall have a right and easement for enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to ever Lot, subject to the following provisions:

- (a) The right 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 use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- (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 its members. No such dedication or transfer shall be effective unless and instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of such members has been recorded.

Section 7. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws his/her right of enjoyment to the Common Area and facilities to the members of his/her family, tenants, or contract purchasers who reside on such Owner's Lot.

ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Association. Declarant shall create or cause to be created a property owners association to be known as Mountain Terrace Estates Homeowners Association, Inc. (the "Association").

Section 2. Bylaws. The Association shall create and maintain Bylaws to govern the operation of the Association and shall provide for a Board of Directors and such other officers or offices as may be necessary for the operation of the Association.

Section 3. Powers. The Association shall have such powers as may be set out in the Articles of Incorporation, the Bylaws, or as provided by law.

Section 4. Assessments. Every Owner of a Lot subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment.

Section 5. The Association shall have two classes of voting membership. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

- (a) Class "A." Class "A" members shall be all owners excluding the Declarant. Class "A" members shall be entitled to one (1) vote for each Unit Owned. When more than one person holds an ownership interest in any Unit, the sole vote for such Unit shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one owner seeks to exercise it.
- (b) Class "B." Class "B" member shall be the Declarant. The Class "B" member shall be entitled to three (3) votes for each Unit in which Declarant owns. Class "B" membership shall cease and be converted into Class "A" membership upon the sale of each Unit and upon the happening of the earliest of the following:
 - (i) When the total votes outstanding in the Class "A" membership equals the votes outstanding in the Class "B" membership; or
 - (ii) When, in its sole discretion the Declarant so determines.

ARTICLE IV USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known, described and used for residential purposes only, and no structure shall be erected, altered, placed, or permitted to remain on any affected Lot other than Attached Single Family Residences of 2-4 connected Units not to exceed two-stories in height. "Residential purposes" shall be construed, and Declarant specifically intends that such terms include attached houses. No Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any lot.

Section 2. Dwelling Size. The main residential portion of each Unit shall have a minimum floor area of 1,325 square feet.

Section 3. Building Location. A Plat of the Property shall comply with applicable zoning and building regulation of the City of Maumelle, Arkansas, and Units will be located not less than each of the required distances from the front, side and rear property lines established by applicable zoning requirements.

Section 4. Minimum Lot Area. No Owner's Lot shall be subdivided; provided, however, that this provision shall not be construed to prohibit the construction of Attached Units as foresaid or the sale of each of such Attached Units to different Owners.

Section 5. General. The Board of Directors may, from time to time, promulgate additional use restrictions and rules and regulations applicable to the Units and the Common Areas. Such regulations and use restrictions shall be binding upon all owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by the vote of Class "A" members holding a Majority of the total votes in the Association and by the vote of the Class "B" member, so long as such membership shall exist. The forgoing notwithstanding, the Association shall not, without the consent of Declarant, so long as Declarant has an interest in any unfinished Unit subject to this Declaration, adopt, modify, or delete any use restriction, rule or regulation concerning new construction without the written consent of Declarant.

Section 6. Unit Uses. Except as otherwise specifically provided in the Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incident thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing, an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitee coming to the unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, one or more Units as sales and rental models and offices, and for storage and maintenance purposes,

provided, that Declarant may maintain and utilize one or more of the Units in property added to the Condominium for such purposes for a four year period of time from the time of the closing of the first sale of a Unit in the property so added; and one or more Units may be maintained for the use of the Association in fulfilling responsibilities.

Section 7. Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds which, from exterior observation, must be white, beige or gray, or as otherwise authorized by the Board) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof. All windows must have interior coverings that adhere to the above mentioned requirements. No awning, canopy, shutter or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board.

Section 8. Antennas/concave satellite dishes. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors on any property subject to this Declaration. No radio or television signals, nor other form of electromagnet radiation, which unreasonably interferes with the reception of television or radio signals of any Unit owner, or which otherwise unreasonably interferes with any Unit owners' use and enjoyment of a Unit, shall be permitted to originate from any property subject to this Declaration. No Owner shall install or maintain radio or television aerial wires or antennae in airspace over the portion of a Lot adjoining such Owner's Lot. Satellite television dishes may be installed. Before installation, the unit owner must have the size and placement of the satellite television dish approved by the Board of Directors. Any maintenance issue on the roof that are a result of the installation of a satellite television dish shall be the responsibility of the unit owner. The Association may erect antennas, including concave dishes/receivers, for a master antenna system(s), should any such master system or system be utilized by the Association and require such exterior antennas.

Section 9. Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles or other vehicles of any kind or nature on the Common Areas, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate. Except as otherwise allowed by the Board of Directors, owners shall park only, in their driveways and garages. Garage doors are expected to remain closed unless the unit owner is actively using the garage space. Garage doors may be open eighteen inches to allow for ventilation when the garage is not in use. The provisions of this section shall not apply to emergency vehicle repairs or temporary construction shelters of facilities maintained during and used exclusively in connection with the construction, reconstruction, or repair of any work or improvements on property subject to this Declaration.

Section 10. Outside Furniture/Equipment. Except as specifically provided by the Board of Directors (either by general regulation, or by written consent), no furniture or equipment shall be kept or stored outside any Unit, including the patio area of any Unit. It is the intention of this

instrument to allow reasonable patio furniture in clean and good condition in keeping with the style, structure and design of the development upon prior approval by the Board of Directors.

Section 11. Clothes Lines. No outside clothesline or other outside clothes drying or airing facilities shall be placed or maintained on any property subject to this Declaration.

Section 12. Speakers/Horns. No exterior speakers, horn, whistle, bell or other sound device, except security devices used exclusively for security purposes, shall be located, used, or placed on the exterior of any Unit.

Section 13. Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes which is defined as: (i) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall be provided that the lease shall be subject in all respects to the provisions hereof and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit owners shall notify the Board; in writing, the name or names of the tenant or tenants and the time during which the lease shall be in effect.

Section 14. Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) one the Common Areas, signs regarding and regulating the use of the Common Areas, provided that are approved by the Board; (b) one the interior side of the window of a Unit, on professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale or rent; and (c) on the Common Areas and model Units, signs advertising the sale and/or rental of Units by the Declarant during the period of its initial sale and rental of Units, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in sub-item (a) above shall be permitted after Declarant's period initial sales and rental of Units.

Section 15. Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable structure type, size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building

Section 16. Structural Integrity. Nothing shall be done in any Unit, or in, on, or to the Common or Limited Common Areas, which may impair the structural integrity of any improvement.

Section 17. Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction the flow of drainage channels in

the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

Section 18. Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) ultimately, only two household domestic pets, under 80 pounds may be maintained in any Unit, (ii) the maintaining of animals shall be subject to such rules and regulations the Board may from time to time promulgate, including, without limitations, to place limitations on the type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Unit or other Units or occupants; and (iv) dogs shall be confined to a leash at all times whenever they are outside a Unit and shall be walked only in those areas designated by the Board of Directors.

Section 19. Annoyance of Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property. Nothing shall be done upon any Lot that may be or become an annoyance or a nuisance to the neighborhood.

Section 20. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent shack, garage, barn or other out building shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently, provided, however,

- (i) Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Property as in its sole discretion may necessary or convenient while selling Lots or portions thereof, selling or constructing Units and constructing other improvements upon the Property. Such facilities include, but are not limited to, sales and construction offices, storage areas, model unit, signs and portable toilet facilities.
- (ii) Anything contained in these restricts to the contrary notwithstanding, there shall be permitted on any Owner's Lot the use of a doghouse, so long as said doghouse is not of unreasonable size and is so placed on the Owner's Lot so as not to be visible from the front street side of the building

Section 21. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or Unit except one sign of not more than ten (10) square feet in surface area advertising the particular Owner's Lot on which the sign is situated for sale or rent. The right is reserved by Declarant to construct and maintain such signs, billboards or advertising as are customary in connection with the general sale of residential property.

Section 22. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall

oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring or oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

Section 23. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste materials shall not be kept except in sanitary receptacles constructed of metal or plastic materials with sanitary covers or lids. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 24. Burning. No person shall be permitted to burn or incinerate anything on any Lot outside the main residential building. Unit owners are not allowed to operate outdoor fire pits or have open flames in any area of the property except for gas and/or charcoal grills.

Section 25. Penalty. Written notice from the Board will be issued on violations of the above Restrictions, and failure to comply may result in the unit owner being fined the amount of one month's dues for each month that the violation is not corrected.

ARTICLE V MAINTENANCE, REPAIRS AND IMPROVEMENTS

Section 1. Unit Exterior and Lot Maintenance. (a) Each Owner shall maintain the exterior of his Unit in an attractive manner and shall not permit the rain gutters, downspouts, exterior walls, windows, doors, and other exterior portions of his Unit to deteriorate in an unattractive manner. The Association shall have the sole responsibility of maintaining the roofs of all units. If any Owner shall fail to maintain his Lot in a neat and attractive manner as herein required, the Association shall have the right, privilege and option to cause any unkept portions of Lots to be maintained after giving ten [10] days written notice to the Lot Owner. The Association shall be entitled to a lien on such Lot for the cost of such work.

(b) The Association shall have the sole responsibility of painting the exterior of all Attached Units so that all painting will be done in a uniform and consistent manner to maintain the aesthetic appearance of the Property. Any unit owner who completes exterior maintenance that requires touch-up painting shall complete the painting within ten (10) days of the completion of the maintenance. The paint shall be the color(s) approved by the Board of Directors.

Section 2. Common Walls and Utilities. (a) All reasonable costs of necessary restoration, repair and maintenance of Common Walls shall be shared by the owners of Attached Units repaired and the cost of restoration, repair and maintenance of elements of a Common Wall serving only the Owner of one Unit in an Attached Unit, including, but not limited to, the costs of restoration, repair and maintenance of all plumbing, wiring, insulation, ducts and interior finish

which services one Owner's Unit only shall be borne in that entirety by such Owner. Nothing contained herein shall prevent or prohibit an Owner from seeking a larger contribution than would otherwise be due hereunder if a larger contribution would be due under any rule of law regarding liability for negligence or willful acts or omissions. The Association shall maintain the exterior garage sensor security lighting on all units.

(b) Notwithstanding any other term of this Article to the contrary, an Owner who by his negligence or willful acts causes a Common Wall or utilities to be exposed to the elements shall bear the whole cost of furnishing the necessary restoration and protection from the elements.

(c) To the extent not inconsistent with this Declaration, the general rules of law regarding party walls and liability for property damage due to an Owner's negligence or willful acts of omissions with respect to Common Walls or utilities shall apply thereto.

ARTICLE VI INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association shall maintain insurance against loss or damage by fire or other hazards in an amount sufficient to cover the exterior (sheetrock out) of all units under the control of the Association. Owners are required to purchase and maintain interior insurance, commonly referred to as a "Stud-In" or "HO-6 Condominium Policy", covering items such as sheetrock finishing, flooring, appliances, light fixtures, and personal contents. All furnaces, air conditioners, heaters, hot water heaters, and related parts are the responsibility of the homeowner.

Section 2. Repair or Reconstruction of Single Unit. In the event of damage to or destruction of a Unit by fire or other casualty, the Owner thereof shall, with the concurrence of the mortgagees (if any), upon receipt of the insurance proceeds paid on account of such loss contract to repair such damaged portion of the Unit or rebuild such Unit to as good condition as such portion was in prior to the casualty in question.

ARTICLE VII GENERAL AND LIMITED COMMON ELEMENTS

All of the Property shown on the Plat, except, the Lots themselves which will be individually owned, used and enjoyed, and except for Limited Common Elements (as shown and designated on the Plat and as described below), is declared to the General Common Elements for the equal use and benefit of all Lot Owners. No Lot Owner shall ever make any use of any of said General Common Elements which would or could interfere in any manner with the use and enjoyment of said elements by other Owners or which would in any manner interfere with the use for which said element is designated and intended. General Common Elements include the areas designated on the Plat as General Common Elements, including the recreational spaces, open areas, parking areas and walkways, but do not include the driveways which are designated on the Plat as Limited Common Elements and the Owner of the Unit appertaining to said Limited Common Element shall have the sole and exclusive right to use said Limited Common Element.

ARTICLE VIII COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereafter, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be charged on the Lots and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Areas.

Section 3. Maximum Annual Assessment. Until January 1, 2006, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per Lot.

- (a) From and after January 1, 2006, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1, 2006, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment in an amount not to exceed of the maximum.

Section 4. Special Assessments for Capital Improvements. The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds' (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of qualified ballots entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a

quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by and officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action-at-law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

Section 9. Subordination of the Lien to Mortgage. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering the lot. Sale or transfer of any Lot shall not affect the assessment lien. No Sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In event said Board, or its designated committee, fails to respond to the unit owner within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Repair and upkeep of any addition approved by the Board of Directors shall be the responsibility of the homeowner.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce the same shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the Property and Lots for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically expended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

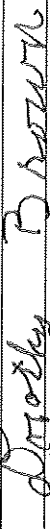
Section 4. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of the members.

Section 5. Covenants Run With Land. The covenants, agreements and restrictions herein set forth shall run with the title to the Lots and bind the Lot Owners, their heirs, successors and assigns, future Lot Owners and their heirs, successors and assigns; and all parties claiming by, through or under them shall be taken to hold, agree, and covenant with the Owner of other Lots, their heirs, successors and assigns, and with the Owner, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporation except with respect to breaches committed during its, his or their holding of title to Lots.

IN WITNESS WHEREOF, the undersigned has executed the proceeding Bill of Assurance on this 27th day of February 2019.

**MOUNTAIN TERRACE ESTATES
BILL OF ASSURANCE APPROVAL**

My signature below affirms that I approve the proposed changes to the Mountain Terrace Estates Bill of Assurance

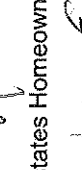
OWNER	UNIT	SIGNATURE
ARMSTRONG, KIMBERLY KAY	323	
ATKINS, SANDY	93	
ATKINSON, MARY	361	
BABINGTON, SYBIL	303	
BARNES, JOHN & DIANTHA	33	
BLAGG, GENE & VIRGINIA LYNN	12	
BRASWELL, E. HUGH	114	
BROWN, DOROTHY	92	
BURNELL, JOHN & LOIS	242	
CRIGHTON, ANNEWALLACE	318	
DANIEL, DOROTHY	371	
DEARING, CHARLES & LINDA	133	
DENT, SCOTT & SHELLEY	391	
DERDEN, CURT	319	
EDWARDS, DUANE	334	
ELDER, CAROL	41	
ENTERPRISES, TULLIS LLC (CONSTANCE OR MIKE)	72	
EVANS, JACK & MELISSA ("MIMI")	244	
FAGALY, ROXANN	317	
FARRELL, PHIL & JANET	316	
FARRIS, CLAY	322	
FIKES, HORACE "BUCK" & LAURIE	373	
FISHER, TOMMY	324	
FOSBURGH, GREGORY & SUSAN	221	
GILLESPIE, MARY & HEDDIN, DEBORAH	63	

GOVAR, GULBIZ (ROSE)		374	<i>Rose Gular</i>
GRAHAM, TROY AL & NATALIE		344	<i>Troy Al Graham</i>
GRAVETTE, JOHN & KATHLEEN		392	<i>Kathleen D. Gravette</i>
GRAY, JEANIE		53	
GREEN, JOHN & MARY		94	<i>Mary P. Green</i>
GUSTISON, PEGGY		42	<i>Peggy Gustison</i>
HARTNEDY, JOHN		62	<i>John Hartnedy</i>
HAWLEY, ELDON		112	
HENDERSON, JOYCE		11	<i>Joyce Henderson</i>
~~HENDERSON, KENNEY & KAREN SUE~~		~~384~~	
BOBBY & SHARON HENDERSON		381	<i>Bobby Henderson</i>
HISERODT, ED		31	
HOBBS, CAROLYN		341	<i>Carolyn Hobbs</i>
HUDSON, THOMAS & ANN		103	<i>Ann Hudson</i>
HUGHES, JOE		393	<i>Joe Hughes</i>
HUGHES, WILLIAM DAVE		54	<i>William D. Hughes</i>
JACKSON, LUBA		321	<i>Luba Jackson</i>
JACKSON, RODGER		223	<i>Rodger Jackson</i>
JONES, JEFF <i>MILDED</i>		111	<i>Jeff Jones</i>
JORGENSEN, LIZBETH		113	<i>Lizbeth Jorgensen</i>
KEELING, NORMA		351	<i>Norma Keeling</i>
KELL, BARBARA		343	<i>Barbara Kell</i>
KNOD, WAYNE		302	<i>Wayne Knod</i>
KRESSE, BARBARA		362	<i>Barbara Kresse</i>
LEFLER, LARRY & CHARLOTTE		352	<i>Charlotte Lefler</i>
LEWIS, ANN		342	<i>Ann Lewis</i>
LINN, JOEL & FEATHER		304	<i>Joel G. Linn</i>
LOFTUS, FRANK		102	<i>Frank Loftus</i>
LONG, BONNIE		301	<i>Bonnie Long</i>

LONG, MARY LOUISE , DENISE & JOHN	364	<i>Mary Louise Long</i>
MC AFEE, DEBORAH	13	
MC FARLIN, PEGGY & JAMES (SON)	74	<i>Begum M. Farlin</i>
MC NEAL, JAMES & AUDREY	331	<i>Thos. E. Mc Neal</i>
MILLIGAN, CHET	305	<i>Chet Milligan</i>
MITCHELL, JOHN	81	<i>John Mitchell</i>
MOIX, ELIZABETH	132	<i>Elizabeth Moix</i>
MONKUS, DONNA & ROGER	61	<i>Donna Monkus</i>
MOREY, DONNA	71	<i>Donna Morey</i>
MORRIS, EARL & WANDA	314	<i>Earl Morris</i>
NEAL, STEPHANIE	24	<i>Stephanie Neal</i>
NUNES, PATRICIA	353	<i>Patricia Nunes</i>
NUNALLY, BILL & PHYLLIS	101	<i>Bill Nunally</i>
OSLICA, AGNES	131	<i>Agnes Osllica</i>
OTTO, PAUL & LINDA	308	<i>Paul Otto</i>
PALMER, EDWINA	372	<i>Edwina Palmer</i>
PATTON, BOB	64	<i>Bob Patton</i>
PAYSENO, JIM	363	<i>Jim Payseno</i>
PENDER, DANNY & LINDA	354	<i>Danny Pender</i>
PENROD, JAMES & ANN WILKES	51	<i>Ann Wilkes</i>
PERKINS, RICHARD & JOAN	134	<i>Richard Perkins</i>
PHILLIPS, SANDRA	313	<i>Sandra Phillips</i>
PONDER, JACQUELINE	43	<i>Jacqueline Ponder</i>
REED, CRAIG & JOY	382	<i>Craig Reed</i>
RICE, CALEB & SUZIE	312	<i>Caleb Rice</i>
ROBERSON, PAULA J	14	
ROGERS, JANICE	52	
RUPLE, LETA	73	<i>Leta Ruple</i>
SMITH, JUDY	104	<i>Judy Smith</i>

SMITH, KAY JEAN	243	<i>Kay Jean Smith</i>
SMITH, NEDA	23	<i>Neda Smith</i>
STAFFORD, MARY ANN	394	<i>Mary Ann Stafford</i>
SUMMERS, DELORES	91	
TOOMBS, GEORGE & JEANIE	307	<i>George Toombs</i>
TREVINO, TOM & KAREN	311	<i>Tom Trevino</i>
TUCKER, CYNTHIA	32	
VAN BOKHOVEN, MICHAEL & KAREN	44	<i>Michael Bokhoven</i>
VAN HOLT, ARTHUR & GERALDINE	315	<i>Arthur Van Holt</i>
WALKER, GERALD & BRENDA	241	<i>Gerald B. Walker</i>
WAYNE MOORE CONSTRUCTION	222	<i>Wayne Moore</i>
WAYNE MOORE CONSTRUCTION	224	<i>Wayne Moore</i>
WAYNE MOORE CONSTRUCTION	332	<i>Wayne Moore</i>
WAYNE MOORE CONSTRUCTION	22A	<i>Wayne Moore</i>
WAYNE MOORE CONSTRUCTION	22B	<i>Wayne Moore</i>
WAYNE MOORE CONSTRUCTION	22C	<i>Wayne Moore</i>
WAYNE MOORE CONSTRUCTION	22D	<i>Wayne Moore</i>
WAYNE MOORE CONSTRUCTION	23A	<i>Wayne Moore</i>
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WAYNE MOORE CONSTRUCTION	34D	
WAYNE MOORE CONSTRUCTION	35A	
WAYNE MOORE CONSTRUCTION	35B	
WAYNE MOORE CONSTRUCTION	35C	
WEINSINGER, SHARON	22	
WILLIAMS, FRANCES	82 ¹	
WILLIAMS, GARY & SUSAN	306	
WILLIAMS, ROGER & BOONE, CAROLINE	34	
WILSON, RANDY & KAREN	333	
WINTERS, JUDY	21	

Our signatures below affirm that we witnessed the signatures of Mountain Terrace Estates Homeowners in the Bill of Assurance approval process

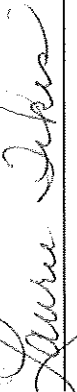
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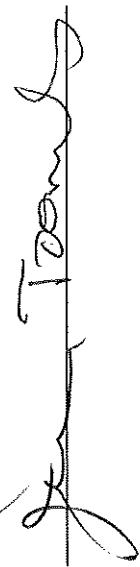
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ACKNOWLEDGEMENT

State of Arkansas)

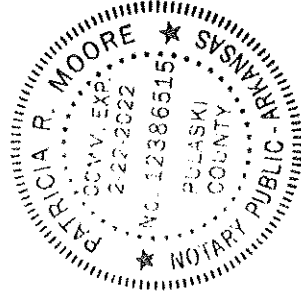
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County of Pulaski)

On this day before me, a Notary Public in and for the aforementioned state and county, duly commissioned and sworn, personally appeared the above individuals to me personally well known, who acknowledge that he/she had executed the foregoing instrument in such capacity and for the consideration and purposes therein contained by signing his/her name thereto.

WITNESS my hand and seal on the 27th day of February, 2019

Patricia R. Moore
NOTARY PUBLIC



My Commission Expires:
February 22, 2022