

BILL OF ASSURANCE**MAGNESS CREEK SUBDIVISION**

Lots 1-32, Lots 33-52, Lots 53-62, Lots 68-75, Lots 76-99, Lots 100P-103P, Lots 104-122, Lots 123L-141L, Lots 142, 142L and 143, Lots 144P and 146P, Lots 147 and 148, Lots 149-210, Lots 211P-218P, Lots 219-247, Lots 220-AL - 233L, Lots 317L and 321L - 323L, Lots 248-324, Lots 500-743.

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, MAGNESS CREEK DEVELOPMENT GROUP, LLC, IS THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY IN Lonoke County, Arkansas, to-wit:

Being more particularly described on a plat prepared by Lemons Engineering Consultants, Inc., dated July 2006, and entitled "Final Plat - Magness Creek Subdivision, Lots 1-32, Lots 33-52, Lots 53-62, Lots 68-75, Lots 76-99, Lots 100P-103P, Lots 104-122, Lots 123L-141L, Lots 142, 142L and 143, Lots 144P and 146P, Lots 147 and 148, Lots 149-210, Lots 211P-218P, Lots 219-247, Lots 220-AL - 233L, Lots 317L and 321L - 323L, Lots 248-324, Lots 500-743.

WHEREAS, it is deemed desirable that the above described property be subdivided into lots and streets, as shown on the attached plat, and that said property be held, owned and conveyed subject to the protective covenants herein contained in order to enhance the value of said property.

WHEREAS, MAGNESS CREEK DEVELOPMENT GROUP, LLC, hereinafter referred to as Grantors, for and in consideration of benefits to accrue to them, which benefits are hereby acknowledged to be of value, has caused said property to be surveyed by Hoffman and Priuer, Associates, Inc., Registered Land Surveyors, and a plat thereof made which is identified by the title FINAL PLAT-MAGNESS CREEK SUBDIVISION, Lots 1-32, Lots 33-52, Lots 53-62, Lots 68-75, Lots 76-99, Lots 100P-103P, Lots 104-122, Lots 123L-141L, Lots 142, 142L and 143, Lots 144P and 146P, Lots 147 and 148, Lots 149-210, Lots 211P-218P, Lots 219-247, Lots 220-AL - 233L, Lots 317L and 321L - 323L, Lots 248-324, Lots 500-743, Cabot, Lonoke County, Arkansas, and the date _____, _____, and by the signature of said Land surveyor and said Grantors and bears a Certificate of Approval executed by the Cabot Planning Commission and is of record in the office of the Circuit Clerk and Recorder of Lonoke County, Arkansas in Plat Book _____ at Page _____ and the grantor does hereby make this Bill of Assurance.

NOW, THEREFORE, Grantors hereby donate and dictate to the public forever an easement of way on and over said streets shown by said plat to be used as public streets. In addition to the streets, there are shown on said Land, certain easements which are reserved for the use of public utilities and, or, for drainage purposes, subject at all times to the proper authorities and to the easement herein reserved. Owners of the lots shall take title subject to the right of public utilities and the public.

The filing of the Bill of Assurance and Plat for record in the office of the Circuit Clerk and Recorder of Lonoke County shall be valid and complete delivery and dedication of the streets and easements subject to the limitations herein set out.

The land in said plat shall forever be known as Magness Creek Subdivision Lots 1-32, Lots 33-52, Lots 53-62, Lots 68-75, Lots 76-99, Lots 100P-103P, Lots 104-122, Lots 123L-141L, Lots 142, 142L and 143, Lots 144P and 146P, Lots 147 and 148, Lots 149-210, Lots 211P-218P, Lots 219-247, Lots 220-AL - 233L, Lots 317L and 321L - 323L, Lots 248-324, Lots 500-743, in the city of Cabot, Lonoke County, Arkansas, and any and every deed of conveyance for any lot in said subdivision describing the same by the numbers shown on the plat shall be deemed a sufficient description thereof. The conveyance of any lake-front lots shall also carry with it the adjoining tract with the same lot number and the letter "L". For example only, the conveyance of lot 513 shall also include the tract designated "513L". The lake-front lots and their adjoining tract shall remain as one lot and shall not be sold separately nor subdivided. No vehicles of structures of any kind, except docks, shall be allowed on the tracts.

The lots in said Magness Creek Subdivision, Lots 1-32, Lots 33-52, Lots 53-62, Lots 68-75, Lots 76-99, Lots 100P-103P, Lots 104-122, Lots 123L-141L, Lots 142, 142L and 143, Lots 144P and 146P, Lots 147 and 148, Lots 149-210, Lots 211P-218P, Lots 219-247, Lots 220-AL - 233L, Lots 317L and 321L - 323L, Lots 248-324, Lots 500-743, shall be sold by the Grantor and shall be held, owned, and conveyed subject to, and in conformity with, the declaration, restrictions, and covenants set forth herein, which shall run with the land, and be binding upon the owner after lots plotted herein and their successors and assigns, to-wit:

1. PUBLIC UTILITIES. All dwelling and other structures erected upon any lot, as a resident dwelling shall be served by public utilities, including public sewer. In the event utilities are constructed inadvertently outside the platted easement, the easement shall be construed as being five (5) feet on each side of the line as constructed.
2. EASEMENTS. No building, fence, incinerator or any other permanent structure or improvement of any kind whether herein specifically enumerated or not, shall be built or maintained, within the area of any of the easements shown on the plat; and in the event any such obstruction is placed thereon in violation of this restriction and reservation, no utility will be liable for destruction of same in maintaining or repairing its lines located within the area of said easement. The adjoining property owners will mow and maintain the right of way and /or drainage easements adjacent to his property. Upon proper notice, if the property owner does not comply with the notice, the City may mow the area and the property owner will be billed as per the procedure on vacant lots within the City.

3. **LAND USE AND BUILDING TYPE.** No lot shall be used except for single-family residential purposes; garages and other outbuildings must be clearly incidental to residential use of the property. Boarding houses, tenements, apartment houses, trailer parks, tourist courts, motels, hotels, eating houses, clubs, restaurants, stores, beauty shops, barber shops, and other commercial services and all other industrial uses are prohibited. No business of any nature or kind shall at any time be conducted in any building located on any of said lots except for Real Estate sales and marketing of lots and homes during the construction phase. Said land shall be restricted to new detached single family residences constructed of highest-class materials and workmanship. No structures shall be erected, altered, placed, or permitted to remain on any building site other than a single detached single-family dwelling. No modular or prefabricated structures will be allowed. The Grantors or the Improvement District, their successors assigns, must approve all permanent buildings, structures, and materials. Double car garages are required. A concrete driveway with no less than 16' width shall be extended from the street to the garage entrance. **Recreational vehicles, motor homes, boats, and trailers shall be stored in the garage or backyard and must not extend past the front of the residence and must be parked on a concrete pad.**
4. **PROPERTY LINES AND BOUNDARIES.** Iron pins have been set on all lot corners and points or curves. In the event of discrepancies between the dimensions or distances as shown on the attached plat and the actual dimensions or distances as disclosed by the established pins, the original pins as set shall control.
5. **MINIMUM PRINCIPAL SWELLING SIZE AND EXTERIOR FINISHING.** No principal residential structure shall be constructed or permitted to remain upon any building site unless the main floor area thereof, exclusive of porches, patios, garages, and breezeways shall be the minimum square feet heated and cooled as follows:
 - a. Lots 2-5, 11-14, 24-25, 28-31 shall be a minimum of 1,400 Square feet heated and cooled.
 - b. Lots 1, 6-10, 15-23, 26, 27, 32 shall be a minimum of 1,600 square feet heated and cooled.
 - c. Lots 123L-141L shall be a minimum of 1,800 square feet heated and cooled.
 - d. Lots 33, 43-52, 83, 84, 99, 104 and 122 shall be a minimum of 1,600 square feet heated and cooled.
 - e. Lots 34-37, 42, 76, 81, 82, 85, 86, 91, 92, 97, 98, 105-107, 112, 113, and 118-121 shall be a minimum of 1500 square feet heated and cooled.
 - f. Lots 62 and 68 shall be a minimum of 1,600 square feet heated and cooled.
 - g. Lots 53-61, 69-75 shall be a minimum of 1,400 square feet heated and cooled.

- h. Lots 147, 148, 219-236, shall be a minimum of 1,600 square feet heated and cooled.
- i. Lots 211P-218P, 146P, 144P, 100P-103P shall be a minimum of 1,600 square feet heated and cooled.
- j. Lots 219-233 and 235-247 shall be a minimum of 1,800 square feet heated and cooled.
- k. Lot 234 shall be a minimum of 1,600 square feet heated and cooled.
- l. Lots 220-AL – 233L shall be a minimum of 1,600 square feet heated and cooled.
- m. Lots 233L, 317L, and 321L-323L shall be a minimum of 1,600 square feet heated and cooled.
- n. Lots 248, 268, 290, 291, 312, 313, 319-324, shall be a minimum of 1,600 square feet heated and cooled.
- o. Lots 249-267, 270-289, 292-311, 314-318 shall be a minimum of 1,400 square feet heated and cooled.
- p. Lots 500-569, 578, 579, 586, 587, 596, 597, 605, 606, 614, 615, 623, 624, 632, 633, 641, 642, 650, 651, 660, 661, 670, 671, 679, 680, 689, 690, 701, 702, 714, 715, 726, 727, 735, 736, 743 shall be a minimum of 1,800 square feet heated and cooled.
- q. Lots 570, 571, 572, 573, 574, 575, 576, 577, 580, 581, 582, 583, 584, 585, 588, 589, 590, 591, 592, 593, 594, 595, 598, 599, 600, 601, 602, 603, 604, 607, 608, 609, 610, 611, 612, 613, 616, 617, 618, 619, 620, 621, 622, 625, 626, 627, 628, 629, 630, 631, 634, 635, 636, 637, 638, 639, 640, 643, 644, 645, 646, 647, 648, 649, 652, 653, 654, 655, 656, 657, 658, 659, 662, 663, 664, 665, 666, 667, 668, 669, 672, 673, 674, 675, 676, 677, 678, 681, 682, 683, 684, 685, 686, 687, 688, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 728, 729, 730, 731, 732, 733, 734, 737, 738, 739, 740, 741, 742 shall be a minimum of 1,600 square feet heated and cooled.

The term "Main Floor" as used in this paragraph shall include living, dining and sleeping areas, which areas may be on different levels. The exterior of all houses will be brick except for the gables and porches. In all cases, the exteriors not brick shall be maintenance free. All mailboxes shall be of brick construction matching that of existing home in color.

- 6. **BUILDING LOCATION.** Shall meet all Cabot City Setback requirements. Lots 500L-509L may have buildings or structures meeting aforementioned requirements referenced, in Section 3 LAND USE AND BUILDING TYPE, since they have no lake frontage.
- 7. **OWNER AND BUILDER/CONTRACTOR RESPONSIBILITY.** In the property owner or builder/contractor shall ensure that any contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance,

and shall be responsible for the actions of Contractors to the contrary. No person shall damage in any way the utilities or streets in any manner, and any damage so inflicted shall become the responsibility of the person who creates the damage.

8. **NATURAL DRAINAGE.** No building, dam, impoundment, or obstruction will be built, constructed or arranged in such a way as to retard the natural flow of rainfall from entering the lakes or streams of the subdivision.
9. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub plantings which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the property lines extended, except at the entrance to the subdivision. The same sight lines limitation shall apply on any lot within ten feet from the intersection of the street property line with the edge of a driveway. No tree shall be permitted within such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
10. **FENCING.** All fences will be wooden privacy fences. No fence will come forward of the actual structure or the lot building line, whichever is further back from the street except that a house erected on a corner may have a side fence no closer than 25 feet to the street on the side of a corner lot; such fence to begin at least 25 feet behind the front property line. All other parameter boundaries may follow the lot line.
11. **LOT, YARD AND HOME MAINTENANCE.** All yards will be completely sodded. All property owners, including builders, shall keep all grounds, yards, and adjoining tracts mowed, trimmed and clean, and all houses and fences in neat repair. It shall be the owners/builders responsibility to adjust water meter boxes to final grade regardless of the condition of the meter box prior to construction. Each lot owner will be required to keep his lot mowed so that grass and weeds on three-fourths of the lot will not exceed the height of 10 inches. Violation of this provision shall entitle Grantor, its successors, and assigns to mow said lot and charge the cost of same to such offending lot owner. Such expense shall constitute a lien against such lot.
12. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except, that dogs and cats may be kept on any lot. Provided, that they are not kept, bred or maintained for any commercial purposes, and provided, that facilities for maintenance of same are installed, and that the keeping of the same does not constitute a nuisance. Hunting dogs are expressly prohibited.
13. **GARBAGE AND REFUSE DISPOSAL.** No lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for

the storage or disposal of such material shall be kept in a clean and sanitary condition and not be permitted at any time at a location, which is visible from the front of the lot.

14. **TV SATELLITE DISHES.** TV satellite receiving devices shall be located behind the residence or in the dwelling space.
 15. **TEMPORARY STRUCTURES.** No structure of temporary character, motor home, trailer, travel trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No metal structures of any kind will be allowed.
 16. **OUTBUILDINGS.** One building for storage shall be permitted, provided however, that the structure be built and maintained in the rear portion on any lot where it should be permanently anchored. Outbuildings will be architecturally compatible with the dwelling. No metal structure of any kind is allowed. Outbuildings shall meet all Cabot City Setback requirements.
 17. **NUISANCES.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 18. **MOTOR VEHICLE PARKING.** Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot or with the dedicated street. Owners or permanent residents are prohibited from parking in the street. Second, third automobiles, motor cycles and motor homes will not be parked on grassed (unused) areas of the front or side yard (lot) but will be parked on widened concrete driveways or extended concrete pads on sides of garages. Motor homes and recreational vehicles shall be parked no closer to the street than the nearest of the house to the street. Driving and parking in unpaved areas of the yard (lot) are strictly prohibited.
 19. **SIGNS.** No billboard, poster, sign or object of unsightly nature shall be placed or permitted to remain on any part of said land, except one sign only per lot not exceeding five square feet in area may be displayed advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period. No lease or rent signs shall be allowed.
 20. **SIDEWALKS.** Lots 123-141, lots 235-247, lots 313, 319, 320, 324, Lots 569, 578, 579, 586, 587, 596, 597, 605, 606, 614, 615, 623, 624, 632, 633, 641, 642, 650, 651, 660, 661, 670, 671, 679, 680, 689, 690, 701, 702, 714, 715, 726, 727, 735, 736, 743 shall have sidewalks in the front yard. The lot purchaser or homebuilder shall be responsible for constructing the sidewalks. The sidewalks will be 4 (four) feet wide, 2(two) feet from the back curb, and shall extend from lot line to lot line. Yards shall have sod between the sidewalks and the street and as written in paragraph 11 of this document. All sidewalks shall be built as per
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ADA requirements. Each lot purchased must have sidewalks installed within one (1) year after the initial lot purchase unless home construction has begun within this one (1) year period, in which case the sidewalks must be completed with the completion of the home construction. Sidewalks are not required on cul-de-sac streets.

21. CURB AND GUTTERS. No obstruction shall be placed in the street or gutter.
22. PRIVATE DOCK RESTRICTIONS. The construction of a private dock on the lake is by permit only. Plans for the dock must be submitted to the Grantor or Improvement District for approval or disapproval. Grantor or the Improvement District shall have the sole and absolute discretion to approve or disapprove any such plans so submitted, and such decision shall be final.
23. DURATION OF COVENANTS. These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2015, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years from each termination, unless 70% of the then owners of the lots agree in writing to amend said covenants and restrictions, either in a whole or in part.
24. TO CHANGE THE COVENANTS. These covenants and restrictions shall not be amended, canceled or supplemented unless an instrument signed by the owners of at least 70% of the then owners of the lots is placed on record agreeing to change the covenants and restrictions in the whole or in part.
25. COVENANT VIOLATIONS. In the event of any attempt to violate any of the covenants or restrictions herein contained before the expiration date thereof, it shall be lawful for any person or persons owning a lot or lots in said subdivision to, prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damage in any court of law for such violation.
26. FINAL PLAT. The Bill of Assurance shall be appended to the final plat approved by the Cabot Planning Commission. Any dedication or restriction shown on either document shall be considered to appear on both, but should any discrepancy appear, the final plat shall govern.
27. INVALIDATION OF COVENANTS OR RESTRICTIONS. The invalidation of any one of these covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect.

28. **FINISH FLOOR ELEVATIONS.** All Finished Floor Elevations shall be built a minimum of one foot above the 100-year flood elevation. Attention is called to the FIRM Community Panel listed on the Final Plat and all related CLOMR and/or LOMR as approved by FEMA.
29. **EROSION CONTROL.** The Owner/Builder/Contractor shall be responsible for installing and maintaining temporary erosion controls through the course of construction as specified herein. A temporary silt fence shall be installed parallel to the adjacent street(s) prior to any building construction on a lot. Placement of said fence shall be eight (8) feet behind the back of curb and shall extend to each lot line. The Owner/Builder/Contractor shall be allowed one (1) twenty-five (25) foot construction entrance through the silt fence. The construction entrance shall be fully graveled from the back of the curb to a temporary parking area within the lot. Gravel shall be of adequate depth and density as to prevent the tracking of mud onto the public streets by vehicles. The gravel construction entrance shall be placed with the permanent concrete drive as necessary. Once building construction is complete, final grades established, and the soil stabilized against erosion by sodding or other measures, the silt fence can be removed and final landscaping can be completed. It is the intent of this paragraph to ensure that this subdivision complies with all ADEQ regulations pertaining to NPDES permit requirements for storm water discharges associated with construction activity.
30. **UNPAVED ISLANDS.** Unpaved islands shall be maintained by Grantors or the Magness Creek Homeowners Association in perpetuity.
31. **COMMON USE AREA.** In the plat of Magness Creek Subdivision, Subdivision Lots 1-32, Lots 33-52, Lots 53-62, Lots 68-75, Lots 76-99, Lots 100P-103P, Lots 104-122, Lots 123L-141L, Lots 142, 142L and 143, Lots 144P and 146P, Lots 147 and 148, Lots 149-210, Lots 211P-218P, Lots 219-247, Lots 220-AL - 233L, Lots 317L and 321L - 323L, Lots 248-324, Lots 500-743, the Grantors have designated a certain areas of land as Common Private Areas and Sewer Easement intended as a recreation area and for related activities for the property owners in said addition and as set forth in the Magness Creek Homeowners Association Declaration, dated _____ which said Home Association Declaration is hereby incorporated into and made a part of this Bill of Assurance.

It is the intent of the developer to assure the property owners that Magness creek Subdivision will be one of the finest and well-kept subdivisions in the Cabot area. Therefore, these restrictions shall be strictly adhered to.

IN THE MATTER OF A COMMON BILL OF ASSURANCE
LONOKE COUNTY

AFFIDAVIT OF

1. My name is Laurie Burton. I am a volunteer in attempting to obtain signatures of property owners' of commonly known property in Magness Creek Village and Magness Creek Village North, Cabot, Lonoke County, Arkansas.

2. I am over the age of 18 years old.

3. In my capacity as volunteer, I am familiar with the language and requirements of obtaining signatures in an effort to create a common bill of assurance.

4. I certify that I have confirmed verbally that the person signing the attached agreement is the property owner of the lot and address listed hereto and have confirmed their identity as being of their own.

This is my sworn testimony, this ____ day of September, 2006.

Laurie Burton
Volunteer Signature

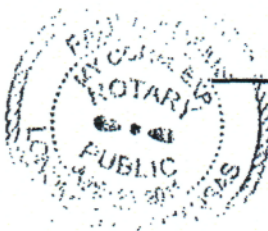
ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF LONOKE)

SUBSCRIBED AND SWORN TO before me, a Notary Public, on this 30th day of September, 2006.

My Commission Expires:
June 26 2011
(SEAL)



Paula Adams
Notary Public

**IN THE MATTER OF A COMMON BILL OF ASSURANCE
LONOKE COUNTY**

AFFIDAVIT OF

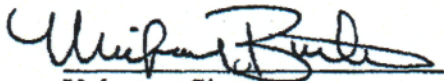
1. My name is MICHAEL BURTON. I am a volunteer in attempting to obtain signatures of property owners' of commonly known property in Magness Creek Village and Magness Creek Village North, Cabot, Lonoke County, Arkansas.

2. I am over the age of 18 years old.

3. In my capacity as volunteer, I am familiar with the language and requirements of obtaining signatures in an effort to create a common bill of assurance.

4. I certify that I have confirmed verbally that the person signing the attached agreement is the property owner of the lot and address listed hereto and have confirmed their identity as being of their own.

This is my sworn testimony, this 29th day of September, 2006.


Volunteer Signature

ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF LONOKE)

SUBSCRIBED AND SWORN TO before me, a Notary Public, on this ___ day of September, 2006.

Notary Public

My Commission Expires:

(S E A L)

IN THE MATTER OF A COMMON BILL OF ASSURANCE
LONOKE COUNTY

AFFIDAVIT OF

1. My name is Joshua Cote. I am a volunteer in attempting to obtain signatures of property owners' of commonly known property in Magness Creek Village and Magness Creek Village North, Cabot, Lonoke County, Arkansas.

2. I am over the age of 18 years old.

3. In my capacity as volunteer, I am familiar with the language and requirements of obtaining signatures in an effort to create a common bill of assurance.

4. I certify that I have confirmed verbally that the person signing the attached agreement is the property owner of the lot and address listed hereto and have confirmed their identity as being of their own.

This is my sworn testimony, this 29 day of September, 2006.


Volunteer Signature

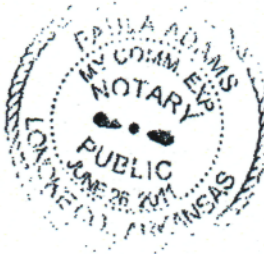
ACKNOWLEDGMENT

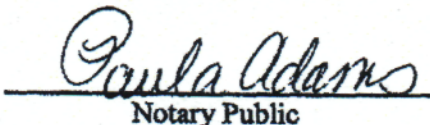
STATE OF ARKANSAS)

COUNTY OF LONOKE)

SUBSCRIBED AND SWORN TO before me, a Notary Public, on this 20th day of September, 2006.

My Commission Expires:
June 26 2011
(SEAL)




Notary Public

IN THE MATTER OF A COMMON BILL OF ASSURANCE
LONOKE COUNTY

AFFIDAVIT OF

1. My name is Rhonda Douglas. I am a volunteer in attempting to obtain signatures of property owners' of commonly known property in Magness Creek Village and Magness Creek Village North, Cabot, Lonoke County, Arkansas.
2. I am over the age of 18 years old.
3. In my capacity as volunteer, I am familiar with the language and requirements of obtaining signatures in an effort to create a common bill of assurance.
4. I certify that I have confirmed verbally that the person signing the attached agreement is the property owner of the lot and address listed hereto and have confirmed their identity as being of their own.

This is my sworn testimony, this ____ day of September, 2006.

Rhonda Douglas
Volunteer Signature

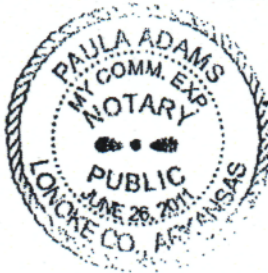
ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF LONOKE)

SUBSCRIBED AND SWORN TO before me, a Notary Public, on this 30th day of September, 2006.

My Commission Expires:
June 26, 2011
(SEAL)



Paula Adams
Notary Public

**IN THE MATTER OF A COMMON BILL OF ASSURANCE
LONOKE COUNTY**

AFFIDAVIT OF

1. My name is DENNIS REEDER. I am a volunteer in attempting to obtain signatures of property owners' of commonly known property in Magness Creek Village and Magness Creek Village North, Cabot, Lonoke County, Arkansas.

2. I am over the age of 18 years old.

3. In my capacity as volunteer, I am familiar with the language and requirements of obtaining signatures in an effort to create a common bill of assurance.

4. I certify that I have confirmed verbally that the person signing the attached agreement is the property owner of the lot and address listed hereto and have confirmed their identity as being of their own.

This is my sworn testimony, this 1st day of September, 2006.

Dennis L. Reeder
Volunteer Signature

ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF LONOKE)

SUBSCRIBED AND SWORN TO before me, a Notary Public, on this 30th day of September, 2006.

My Commission Expires:
June 26, 2011
(SEAL)



Paula Adams
Notary Public

IN THE MATTER OF A COMMON BILL OF ASSURANCE
LONOKE COUNTY

AFFIDAVIT OF

1. My name is KATHY THOMAS. I am a volunteer in attempting to obtain signatures of property owners' of commonly known property in Magness Creek Village and Magness Creek Village North, Cabot, Lonoke County, Arkansas.

2. I am over the age of 18 years old.

3. In my capacity as volunteer, I am familiar with the language and requirements of obtaining signatures in an effort to create a common bill of assurance.

4. I certify that I have confirmed verbally that the person signing the attached agreement is the property owner of the lot and address listed hereto and have confirmed their identity as being of their own.

This is my sworn testimony, this 29th day of September, 2006.

Kathy Thomas
Volunteer Signature

ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF LONOKE)

SUBSCRIBED AND SWORN TO before me, a Notary Public, on this ___ day of September, 2006.

My Commission Expires:

(S E A L)

Notary Public

CERTIFICATE OF RECORD
DOCH RECORDING200615437
11/08/2006 09:57:00 AM
Filed & Recorded in Official Records of
LONOKE COUNTY
DEBORAH GOLESBY CIRCUIT CLERK
Fees \$143.00

By J. Bartley D.C.