


 Magness Creek Property Owners Association

**BY-LAWS
OF
MAGNESS CREEK PROPERTY OWNERS ASSOCIATION, INC.
(MCPOA)**

COMPLIANCE WITH THIS DOCUMENT IS MANDATORY

ACCESSIBILITY: This document is available via the following sources: Lonoke county clerk's office, on our website @magnesscreekpropertyownersassociation.com for download, or by requesting a copy by letter or by E-mail to the MCPOA board.

RELEASEABILITY: There are no releasability restrictions on this document.

Change Log for Bylaws: Each revision supersedes the previous, becoming the current document on file

Revision	Author	Reason	Date
Original	Ralph Button	Original Adoption of Bylaws and document ownership establishment	11/8/06
Revision 1	Joshua Cole	Bylaws Update by Membership Vote and document ownership assignment	8/13/09
Revision 2	Gary Hendrickson	Document ownership assignment	2/7/12

This document establishes and governs the management of MCPOA as a Non-Profit Corporation. As a business MCPOA is required to fill out paper work with the state for the corporation purposes per the State of Arkansas guidelines form (NP-AR Rev.06/11). Although not required, MCPOA has elected to file these bylaws with the County Clerk's office as a matter of clarification only. Any potential conflict viewed or understood in these bylaws should be directed to the current document owner as the document owner maintains the sole and current version of this document.

ADVISEMENT

Individuals are responsible for knowing the Bill of Assurances, By-Laws and local laws and abiding by all of these. Failure to abide by the Bill of Assurances or the By-Laws could result in legal action, including but not limited to liens or lawsuits. MCPOA are not responsible for enforcing local laws or disputes within the neighborhood. The leadership of MCPOA may try to assist in answering a members question or directing the member to the appropriate resource to best assist the member. The individual has the responsibility to seek out the legalities of any challenges.

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ARTICLE 1. GENERAL PLAN OF OWNERSHIP

1.1 Name.

The name of the corporation is Magness Creek Property Owners Association, Inc. (hereinafter "Association"). The principal office of the Association shall be located at _____.

1.2 By-laws Applicability.

The provisions of these by-laws are applicable to the Magness Creek North & South Subdivisions, (platted and recorded with Cabot City recorder as "_____") together with such additions or annexations thereto as may hereinafter be brought within the jurisdiction of the Association.

1.3 Nonprofit Corporation.

This Association shall be legally incorporated as a nonprofit corporation and it shall be filed with the State of Arkansas and Lonoke County.

1.4 Personal Application.

All present and future Owners and their tenants, employees, and any other person that might use the facilities owned and/or managed by the Association are subject to these By-laws.

ARTICLE 2. MEMBERSHIP, VOTING, MAJORITY, QUORUM, PROXIES

2.1 Classes of Members.

Membership in this Association shall be two classes:

(a) *Voluntary Membership* – Which shall be open to any current homeowner in the Magness Creek North & South Subdivisions at the establishment of the MCPOA.

(b) *Mandatory Membership* – Is required of any homeowner who purchases property in the Magness Creek North & South Subdivisions.

2.2 Acceptance of Members.

Applicants for membership shall apply in a form satisfactory to the Board of Directors, and meet such other requirements as specified below:

(a) *Voluntary Membership* – is defined as any person owning property and residing within the territorial jurisdiction of this Association. Should a voluntary member move from the property located within the Magness Creek North & South Subdivisions, he or she may continue to be a member of the Association providing membership is continuous and all dues are paid, and the property is not sold.

(b) *Mandatory Membership* – is defined as any person purchasing property within the territorial jurisdiction of this Association. The specified requirements for the mandatory members are as follows:

1) Application shall be made to the Board of Directors.

*Home or Property Purchasing Constitutes Application.

2) Applicants must submit the approved membership application form along with the payment of membership fee and first year's dues as set by the MCPOA at the time of the applicant's closing on property located within the MCPOA jurisdiction.

2.3 Suspension and Revocation of Membership, and placing of Liens.

The MCPOA Board of Directors, by a two-thirds vote may suspend or revoke membership, or place a lien against property of any member for:

(a) Failure to meet his or her financial obligations to the Association (i.e. membership dues and/or annual fees within 60 days of statement) or

(b) Conduct detrimental to this Association.

The member shall be given at least fifteen (15) days written notice in advance of the meeting of the Board at which the vote is to be taken, and shall be afforded a reasonable opportunity to be heard.

2.4 Reinstatement of Membership.

A vote of two-thirds of the MCPOA shall be required to reinstate any membership suspended or revoked under Section 2.3. Reinstatement shall be subject to such terms and conditions as the MCPOA may impose.

2.5 Voting.

Each Member shall be entitled to one vote for each Building lot owned by such Member, as long as they are in good standing with the MCPOA.

2.6 Majority.

"Majority" shall mean votes of the Members representing fifty-one percent (51 %) of the voting power in the Association.

2.7 Quorum.

The presence in person or by proxy of at least ten percent (10%) of the total votes shall constitute a quorum. The Members present at a meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.8 Proxies. Voting may be in person or by proxy. Proxies must be in writing, filed at the meeting, and are good for eleven (11) months or until canceled by the member giving the proxy.

ARTICLE 3. ADMINISTRATION

3.1 Duties.

The Association shall have the duties set out in the Bill of Assurance for Magness Creek North & South Subdivisions.

3.2 Meetings.

Meetings of the Association shall be held on the Property or close to the Property, and should be conducted in accordance with Robert's Rules of Order.

3.3 Annual Meetings.

Annual meetings of the members shall be held on the Third (3rd) Thursday in January of each year, unless the Board selects a different date between January 15 and March 15. (If a weekend or holiday, then the next business day.) At each annual meeting, Members shall elect a Board of Directors (the "Board") to act until the next annual meeting. The Members may also transact such other business as may properly come before them.

3.4 Special Meetings.

It shall be the duty of the President to call a special meeting as necessary or as directed by the Board, or upon a petition signed by Members who are entitled to vote one-fourth (1/4) of all the votes. The notice of all regular and special meetings shall be given as provided in Section 3.5 of these By-laws, and shall state the nature of the business to be undertaken.

3.5 Notice of Meetings.

Notice shall be given to all Members at the address of the lot in the subdivision or to such address as provided in writing to the Association.

3.6 Order of Business.

The order of business at all meetings shall be as follows:

(a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors; (g) election of Officers; (h) unfinished business; and (i) new business. The officers of the Association in order of their priority shall conduct meetings.

3.7 Adjourned Meetings.

If any meeting of the Corporation cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the present in person or by proxy of the Members holding at least ten percent (10%) of the total votes entitled to be cast at such meeting. Such adjourned meetings may be held without notice thereof as provided in this Article 3, except that notices shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

3.8 Minutes, Presumption of Notice.

Minutes or a similar record of the proceedings of meetings, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given. Members of the Association may request an electronic mailed copy of a specific meeting by contacting the secretary via electronic mail.

3.9 Consent of Absentees.

The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular-call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made party of the minutes of the meeting.

ARTICLE 4. DUES AND FEES

4.1 Dues.

Membership dues shall be collected at the time the membership application is submitted to the Board of Directors along with the annual membership fee of the MCPOA. These amounts shall be payable annually at the rate determined by the MCPOA. Annually Covers MARCH-FEBRUARY of each year.

(a) Annual Assessments.

The annual assessments shall be \$120.00 (One-Hundred Twenty) per lot per year, billed and payable on an annual basis. The first year assessment will be prorated for the current year and collected as of the date of closing. The annual assessment may be increased at any time by the affirmative vote of two-thirds (2/3) of the lot owners. The annual assessment will be put into the Association account for the maintenance of the Common Areas and for improvement projects elected by the Association Leadership. Annual Assessments are due by March 31 of each year. Annual Assessments cover MARCH-FEBRUARY of each year. The Declarant shall turn collected annual assessments over to the Association at the discretion of Declarant.

~~(b) **Initiation Assessment.** Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of _____, collected at closing and paid directly to the Association.~~

4.2 Discounted Dues.

All MCPOA members with a street light or street lights located within 30 feet of or on their property shall be allowed to deduct the annual fee paid to First Electric per year for each street light located on their property against their annual

membership dues. Notice of intent to do so should be provided in writing to MCPOA at least 30-days prior to Annual Assessment due date.

4.3 One-Time Assessment Fees.

One-Time Assessment Fees may be assessed if approved by 51% majority vote of the Association membership.

ARTICLE 5. BOARD OF DIRECTORS

5.1 Number and Qualification.

The affairs of the Association shall be governed and managed by the Board composed of at least three (3) persons and not to exceed seven (7) persons (excluding officers in quantity), who need not be Members of the Association. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in some other capacity and receiving compensation therefore, or to receive reimbursement for out of pocket costs incurred in carrying out duties.

5.2 Powers and Duties.

The Board has all powers and duties necessary for the administration of the affairs of the Association, and the powers set forth in the Bill of Assurance.

5.3 Social Powers and Duties.

In addition to the general powers, the powers and duties as set forth in the Bill of Assurance, the Board is vested with, and responsible for the following powers and duties:

(a) To select, appoint and remove all officers, agents and employees of the Association. Moreover, to prescribe such powers and duties for them, to fix their compensation and to require from them security for faithful service when deemed advisable by the Board.

(b) To conduct, manage and control the affairs and business of the Association, and to make and enforce rules and regulations, as the Board may deem advisable.

(c) To change the principal office of the Association from one location to another within the county, to designate the place for meetings.

(d) To borrow money and to incur indebtedness for the purposes of the Association with two-thirds (2/3) affirmative vote of Association Members Required for any amounts exceeding \$20,000 (Twenty Thousand), and to execute any necessary documents relating thereto.

(e) To fix, levy and determine the due dates of all Assessments as provided in the Bill of Assurance. Should any Owner fail to pay such Assessments before delinquency, the Board in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the Bill of Assurance.

(f) To enforce the provisions of the Bill of Assurance or other agreements of the Association.

(g) To contract for and pay for insurance, insuring the owners, the Association, the Board and/or other interested parties, in accordance with the provisions of the Bill of Assurance as deemed advisable by the Board.

(h) To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area, if any, and to contract for and pay the expenses relating thereto.

(i) To grant easements or licenses as provided in the Bill of Assurance.

(j) To provide semi-annual accounting details for all funds transacted during the past two-quarter for given fiscal year.

(k) Bylaws shall be made available on the Association website for Members viewing and consultation.

5.4 Management and Other Agents.

The Board may contract or employ for the Association a management agent ("Manager") or other Agents at a compensation established by the Board to perform such duties and services, as the Board shall authorize.

5.5 Nomination, Election and Term of Office.

Nomination for election to the Board may be made by a nomination committee and/or made from the floor at the annual meeting. The nomination committee shall consist of a chairperson, who shall be a member of the Board, and two (2) or more members of the Association. The Board, prior to each annual meeting, may appoint the nomination committee. The nomination committee shall make as many nominations for election to the Board as it shall in its discretion determine.

At the first annual meeting and thereafter at each annual meeting, The Office of President and Directors shall be elected by secret written ballot by a Majority present at such meeting. Cumulative voting is not permitted. The term of the Directors shall be for one (1) year. In the event that an annual meeting is not held, or the Directors are not elected, the Directors shall hold office until a successor has been elected at a special meeting if necessary or until death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which a Director may serve.

5.6 Books, Financial Statements and Audit.

The Board shall cause to be maintained a full set of books and records showing the financial condition and the affairs of the Association in a manner consistent with generally accepted accounting principles. An annual operation statement

shall be made available to each Member as set out in the Bill of Assurance, and to first mortgagees who have in writing so requested.

5.7 Vacancies.

Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting, or at a special meeting called for that purpose.

5.8 Removal of Directors.

At any regular or special meeting of the Association duly called, anyone or more of the Directors may be removed with or without cause by a majority of all cast votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the Directors are, so removed, new Directors may be elected at the same meeting.

5.9 Board Meetings.

The Board shall meet at such times and places as it shall reasonably determine provided a majority is present. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or fax at least three (3) days prior to the day named for such meetings.

5.10 Special Meetings.

Special meetings of the Board may be called by the President, or, if the President is absent or refuses to act, by the Vice President, or by any two (2) Directors. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive.

5.11 Waiver of Notice.

Before or at any meeting of the Board, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by that Director. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.12 Quorum.

A majority of the Directors shall constitute a quorum and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board.

5.13 Action Without Meeting.

The Directors shall have the right to take any action in the absence of a meeting by obtaining written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

5.14 Committees.

The Board may designate such committees as the Board shall desire, and establish the purposes and powers of each such committee created.

ARTICLE 6. OFFICERS

6.1 . Designation.

The principal officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, a Parks and Grounds Coordinator, a Neighborhood Coordinator, a Legal / By-Law Chairperson, a Lakes Chairperson, a Website Chairperson and a Newsletter Chairperson, all of whom shall be elected by the Board. Persons elected to office may not hold more than one office except in a temporary capacity.

6.2 Election of Officers and Chairpersons.

The President and Board shall elect the officers of the Association for one-year terms.

6.3 Removal of Officers.

Upon a vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any meeting of the Board. The officer being removed shall have an opportunity to be heard. Any officer may resign by giving written notice to the Board or to the President or Secretary of the Association.

6.4 Compensation.

Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent or employee. No Officer, Employee or Director or Grantor or any affiliate of Grantor may receive any compensation.

6.5 Special Appointment.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have the authority, and perform such duties as the Board may from time to time, determine.

6.6 President.

6.7 Vice President.

6.8 Secretary.

6.9 Treasurer.

6.10 Parks and Grounds Coordinator.

6.11 Neighborhood Coordinator.

6.12 Legal / By-Law Chairperson.

6.13 Lakes Chairperson.

6.14 Newsletter Chairperson.

6.15 Website Chairperson.

ARTICLE 7. OBLIGATIONS OF OWNERS

7.1 Assessments.

All Owners are obligated to pay all Assessments set out in the Bill of Assurance. Except as otherwise provided in the Bill of Assurance, the Assessments shall be made equally per Owner's Building Lot. All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Bill of Assurance.

7.2 Maintenance and Repair.

Every Owner must perform promptly, at the Owner's sole cost and expense, all maintenance and repair work on such Owner's Building Lot and improvements as required under the provisions of the Bill of Assurance. Each Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any portion of the Property owned or controlled by the Association, which are damaged through the fault of the Owner.

ARTICLE 8. AMMENDMENTS TO BY-LAWS

These By-laws may be amended at an annual meeting or at a special meeting for such purpose by a majority vote of a quorum present.

ARTICLE 9. MEANING OF TERMS

All terms in these By-laws have the same meaning as in the Bill of Assurance.

ARTICLE 10. CONFLICTING PROVISIONS

In case any of these By-laws conflict with any provisions of the laws of the State of Arkansas, such conflicting By-laws shall be null and void upon final court determination to such effect, but all other By-laws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Bill of Assurance and these By-laws, the Bill of Assurance shall control.

ARTICLE 11. INDEMNIFICATION AND INSURANCE

11.1 Certain Definitions.

For the purposes of this Article, "agent" means any person who is or was a director, officer, employee or other agent of the Association, or is or was serving

at the request of the Association as a director, officer, employee or agent of another corporation, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the Association; "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitations attorney's fees and costs and any expenses of establishing a right to indemnification under Section 11.3 or paragraph (c) of Section 11.4.

11.2 Indemnification.

This Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of this Association, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the persons' conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association in the performance of such persons' duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

11.3 Expenses in Successful Defense.

To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 11.2 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

11.4 Determination of Standard of Conduct.

Except as provided in Section 11.3, any indemnification under this Article shall be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 11.2, as determined by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or,

(b) Approval or ratification by the affirmative vote of a Majority entitled to vote represented at a duly held meeting at which a quorum is present or by the written consent of a Majority; or,

(c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, determines that the agent is entitled to indemnification; or,

(d) Independent legal counsel, engaged at the direction of a quorum of disinterested directors, gives a written opinion that indemnification is justifies.

11.5 Advancing Expenses.

Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount, if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

11.6 Extent and Limitations of Indemnifications.

No indemnification or advance shall be made under this Article, except as provided in Section 11.3 or paragraph (c) of Section 11.4, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the Article of Incorporation, these

By-laws, a resolution of the Board or Members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement. This Article shall create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

11.7 Liability Insurance.

The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 12. MISCELLANEOUS

12.1 Checks, Drafts and Documents.

All checks, drafts or other orders for payment or other evidences of Indebtedness Issued In the name of or payable to the Association shall be signed or endorsed by such persons, and in such manner as approved by the Board. These documents shall be made readily available to any association member upon request within a reasonable time period.

12.2 Execution of Documents.

The Board may authorize any officer(s) or agent(s), to enter into any contract or execute any Instrument In the name and on behalf of the Association, and such authority may be general or confined to specific Instances. Unless so authorized by the Board, no officer, agent or employee shall have the power or authority to bind the Association by any contract or engagement, to pledge the Association's credit, or to render the Association liable for any purpose or in any amount.

12.3 Inspection of By-laws, Books and Records.

The Association shall keep a copy of the Bill of Assurance and By-laws, and the books, records and papers of the Association in the Association's office. These shall be subject to inspection by any member during reasonable business hours. Copies will be provided at a reasonable cost and with advance notice.

12.4 Fiscal Year.

The fiscal year of the Association shall be a calendar year.

12.5 Membership Book.

The Association shall keep and maintain a business book containing the name and address of each Member. Termination or transfer of ownership of any Building Lot by an Owner shall be recorded in the books together with the date on which such ownership was transferred upon payment of any Transfer Assessment.

Signature: Gary J. Henrichs Date: 22 May 12

NOTARY PUBLIC



State of Arkansas County of White

Commission Expires Feb 2, 2021

Signature: Natasha Nicole Hale

CERTIFICATE OF RECORD
DOC# RECORDING201205539
05/23/2012 08:44:01 AM
Filed & Recorded in Official Records of
LONOKE COUNTY
DENISE BROWN CIRCUIT CLERK
Fees \$80.00
BY [Signature] D.C.