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FILED FOR RECORD
At 1:33 O'clock PM

MAY 20 1992

AFFIDAVIT

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

We, the duly elected officers of LOST BRIDGE VILLAGE COMMUNITY ASSOCIATION, INC., together with the president of LOST BRIDGE VILLAGE, INC., do hereby certify that owners of a majority of the lots in Whitney Mountain Subdivision of Lost Bridge Village, Section I, affirm the Amended Declaration of Covenants and Restrictions, 1992, hereinafter detailed, and declare it to supersede the Supplemental Declaration of Covenants and Restrictions for said Subdivision as recorded May 31, 1972, Deed Record 443, Page 291, and all other Declarations that may be applicable to this property.

FOR LOST BRIDGE VILLAGE, INC.

Dale Crane
Dale Crane, President

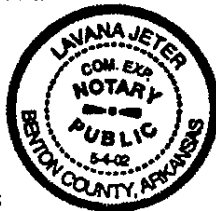
For LOST BRIDGE VILLAGE COMMUNITY ASSOCIATION, INC.

Charles D. Willis
Charles D. Willis
President, Board of Trustees

Sherman D. Temple
Sherman D. Temple
Secretary, Board of Trustees

STATE OF ARKANSAS
COUNTY OF BENTON

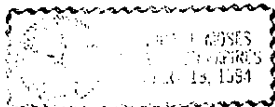
Subscribed and sworn before me this 18th day of May, 1992.



Lavana Jeter
Notary public

STATE OF TEXAS
COUNTY OF DALLAS

Subscribed and sworn before me this 14th day of May, 1992.



Sandra D. Mason
Notary public

*Lost Bridge Village Community Assoc.
1665 Linden Dr.
Fayetteville, Ar. 72732* 8/16/92

LOST BRIDGE VILLAGE DEVELOPMENT**Amended Declaration of Covenants and Restrictions (1992)
Superseding the Prior Document**

WHEREAS, Lost Bridge Village, Inc., hereinafter called "Developer" originally executed on the 30th day of June, 1971, a Declaration which was filed for record at 4:00 o'clock p.m. on the 30th day of June, 1971, in the office of the Circuit Clerk and Ex-Officio Recorder in and for Benton County, Arkansas, and is there recorded in Book 429, Page 138, et seq.; and

WHEREAS, Lost Bridge Village Community Association, Inc., 1665 Lodge Drive, Garfield, Benton County, Arkansas 72732, a nonprofit corporation organized under the laws of the State of Arkansas, hereinafter referred to as the "Association" joined in said Declaration for the purpose of indicating its agreement to perform the obligations placed upon it by the Declaration; and

WHEREAS, Developer desires to create upon said lands and other additions as herein provided under Article I a residential and recreational community with public and private streets, roads, ways and lanes as indicated upon the plats aforesaid; water system, sewer systems, playgrounds, permanent parks, airfield and other limited common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the construction of the facilities aforesaid and also desires to provide for the preservation of the values and amenities in said community and for the maintenance of said public and private streets, roads, ways, and lanes as well as the water system, sewer system, playgrounds, permanent parks, airfield and other common facilities; and to this end, desires to subject the real property described in Article I together with such additions as may hereafter be made thereto (as provided in Article I) and to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Developer has deemed it desirable and necessary for the efficient construction of the common facilities and the preservation of the values and amenities in said community that an agency be created to which should be delegated and assigned the power of construction, maintenance and administering the community properties and facilities and administering and enforcing the Covenants and Restrictions, and collecting and dispersing the assessments and charges hereinafter created; and

WHEREAS, the Developer and the Association under Article XIX, General Provisions, of said Declaration reserved the right to include in this Amended Declaration such additions and modifications of the Covenants and Restrictions as deemed necessary and proper; and

WHEREAS, a majority of property owners have approved amending these Covenants and Restrictions.

NOW, THEREFORE, it is provided by the Developer and the Association in compliance with Article XIX of the Declaration aforesaid that the following lands as shown in Article I, Section One are hereby subject to said Amended Declaration, to become effective as provided for in the respective Subdivision covenants superseding all previous Declarations affecting the properties covered hereby. (See Exhibit C.)

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

ARTICLE I

Property Subject to this Declaration and Additions Thereto

Section One. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located and situated in the County of Benton, State of Arkansas, to-wit:

- *Cedar Acres Subdivision, Lost Bridge Village, Section 1
- *Cedar Acres, Reserve A
- *Country Club Addition, Lost Bridge Village, Block 1
- *Country Club Addition, Lost Bridge Village, Block 2
- *Deerwood Subdivision, Lost Bridge Village, Section 1
- *Lost Bridge Village Subdivision, Block 1
- *Lost Bridge Village Subdivision, Block 2
- *Lost Bridge Village Subdivision, Block 3
- *Lost Bridge Village Subdivision, Block 4
- *Lost Bridge Village Subdivision, Block V
- *Mobile Home Park, Lost Bridge Village, Block 1
- *Mobile Home Park, Lost Bridge Village, Block 2
- *Moulder Hollow Subdivision, Lost Bridge Village, Section III
- *Moulder Hollow Subdivision, Lost Bridge Village, Section IV
- *Moulder Hollow Subdivision, Lost Bridge Village, Section V
- *Moulder Hollow Subdivision, Lost Bridge Village, Section VI
- *Posy Mountain Ranch Subdivision, Unit 1
- *Posy Mountain Ranch Subdivision, Unit 2
- *Posy Mountain Ranch Subdivision, Unit 3
- *Posy Mountain Ranch Subdivision, Unit 4, includes Out Lots 1 and 2
- *Posy Mountain Ranch Subdivision, Unit 5
- *Posy Mountain Ranch Subdivision, Unit 6
- *Posy Mountain Ranch Subdivision, Unit 7
- *Posy Mountain Ranch Subdivision, Unit 8
- *Posy Mountain Ranch Subdivision, Unit 9
- *Posy Mountain Ranch Subdivision, Unit 10
- *Posy Mountain Ranch Subdivision, Unit 11
- *Posy Mountain Ranch Subdivision, Unit 12
- Tracts 1, 2 and 13, Lost Bridge Village
- *Whitney Mountain Subdivision, Lost Bridge Village, Section 1
- *Whitney Mountain Subdivision, Lost Bridge Village, Section 2

As used herein the term "Subdivision" shall refer to the property listed above.

See EXHIBIT A for DEED RECORD and PLAT RECORD information.

See EXHIBIT B for exceptions listed for subdivision indicated with an asterisk *.

Section Two. Additional lands of the Developer may become subject to this Declaration in the following manner:

(a) The Developer, its successors and assigns, shall have the right, but not the obligation, to bring within the plan of this Declaration additional properties, regardless of whether or not said properties are presently owned by the Developer, in future stages of the Development and provided such proposed additions, if made, will become subject to assessment for their just share of Association expenses.

(b) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the plan of the Covenants and Restrictions of this Declaration to such property and the owners, including the Developer, of lots in said addition shall immediately be entitled to all privileges herein provided.

(c) Such Supplemental Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify or add to the Covenants established by this Declaration within the existing property.

ARTICLE II

Membership and Voting Rights in the Association

Section One. The Developer, its successors and assigns, shall be a member of the Association so long as it shall be the record owner of a fee, or an undivided fee, interest in any lot which is subject by covenants of record to assessment by the Association, and the Developer shall also be a member until it is paid in full for every such lot which it shall sell. Also, every person or entity who is a record owner of a fee, or an undivided fee, interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity (except the Developer) who holds such interest merely as security for the performance of an obligation, shall not be a member.

If a property owner is delinquent in his/her maintenance assessment, the Board will provide notice to that owner that voting privileges will be suspended during the period of delinquency.

Section Two. The classes of membership shall have the following voting privileges:

Class A. Class A members shall be all those persons or entities as defined in Article II, Section One hereof who are property owners in an area served by a public water and sewer system. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Article II, Section One. When more than one person holds such interest

or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to eight (8) votes for each lot until the Developer shall have conveyed the lot by deed to a purchaser and shall have been paid in full for such lot. The Developer shall continue the right to cast votes as aforesaid (8 votes for each lot) until the Developer is paid in full for such lot.

Class C. Class C members shall be all those persons or entities as defined in Article II, Section One hereof who are property owners in an area not served by a public water and sewer system. Class C members shall be entitled to one vote for each lot in which they hold the interests required for membership by Article II, Section One. When more than one person holds such interest or interests in any lot, all such persons shall be a member, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. They shall have the same right to vote as Class A members EXCEPT that votes taken for Maintenance Assessments shall be separate for each class and pass or fail by class. Class C members will become Class A members when their lots are served by a public water and sewer system.

ARTICLE III

Reserved Properties

Section One. Real properties designated as "Reserved Properties" are reserved from Declaration and plats. Any area upon a plat covered by this Declaration or any Supplemental Declaration designated as "Reserved Properties" shall remain the privately-owned and the sole and exclusive property of the Developer, its successors and grantees, if any, of said area or any portion of same, and neither this Declaration nor any Supplemental Declaration or the plats in connection with same shall in any wise apply to such "Reserved Properties" unless at a later time same shall be included under the provisions of the Declaration or a Supplemental Declaration as provided in Article I hereof.

Section Two. Utilities are reserved from the Declaration. Utilities except the water system and sewer system are specifically reserved unto the Developer. It is contemplated utilities for the properties, with the exception of the water and sewer system, shall be furnished by companies so engaged in the vicinity of the Development and the Developer retains and has the exclusive right to negotiate contracts and agreements with such companies under such conditions and for such consideration as it shall deem proper under the circumstances. The utilities referred to shall include but shall not be limited to:

Natural, liquefied or manufactured gas system

Electrical system
Telephone system
Antenna television transmission and distribution facilities and systems

In the event the Developer cannot negotiate contracts and agreements with local companies to furnish the utility services aforesaid, it may, but shall not be obligated to do so, organize a company or companies to furnish such utility services and shall have the right to enter into agreements with such company or companies to furnish the utility services reserved, or any of them, even though such company or companies so organized shall be wholly or partially owned by the Developer. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved, although the Developer will use its best efforts consistent with economic feasibility to so provide same.

ARTICLE IV

Plan for Construction and Maintenance of Common Properties

Section One. It is contemplated the water system shall be constructed by the Developer but will be a part of the Common Properties. However, the Developer shall be the sole judge as to the time when the water system shall be constructed and shall also be the sole judge as to when such system shall be extended from time to time. In the event the Developer shall decide it is not economically feasible to extend the water system to a particular area, it shall not be obligated to do so. The costs of the maintenance, capital improvements, operation, taxes, and other expenses incident to the water system and operation of same shall be paid from assessments against each lot as herein provided and from charges made to owners for furnishing such service at such prices as shall be fixed from time to time by the Board of Trustees of the Association.

Section Two. It is contemplated the roads and streets shall be constructed by the Developer and that those roads and streets which are not dedicated to the general public will be a part of the Common Properties. However, the Developer shall be the sole judge as to when such roads and streets, whether dedicated to the public or as Common Properties, shall be constructed and extended from time to time. The Developer shall also be the sole judge as to the extent the roads and streets will be improved. In the event the Developer shall decide it is not economically feasible to extend improved roads or streets to a particular areas, it shall not be obligated to do so. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to the roads and streets, regardless of whether dedicated to the public or as Common Properties, shall be paid from assessmentss against each lot as herein provided.

Section Three. It is contemplated the Developer shall construct parks and recreational plots of all kinds and an airfield. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to these Common Properties shall be the obligation of the Association and shall be paid from assessments against each lot as herein provided and also from fees

for use of the Common Properties. The Developer shall be the sole judge as to the time when such parks and recreational plots and airfield shall be constructed and if the Developer shall decide that it is not economically feasible to construct any or a portion of such due to the failure to sell sufficient lots, it shall not be obligated to construct same.

ARTICLE V

Property Rights of the Common Properties

Section One. Subject to the provisions of Article VI hereof and Section Three of this Article V, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section Two. The Developer shall convey the Common Properties to the Association when the Developer is satisfied that the Association has sufficient financial ability to operate and maintain same.

Section Three. The right and easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and/or the Association to borrow money for the purpose of constructing, improving and maintaining the Common Properties and in aid thereof to mortgage said Properties or to execute a Deed of Trust or other trust instrument covering said Properties. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such Properties, to charge service or use charges, admission or other fees, as a condition to continued enjoyment by the Members and if necessary to open the enjoyment of such Properties to a wider public until the mortgage debt is satisfied; whereupon the possession of such Properties shall be returned to the Association and all rights of the Members shall be fully restored: and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described Properties against foreclosure: and

(c) The right of the Association to suspend the enjoyment rights of any Member for any period during which any assessment, service or user charge remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations: and

(d) The right of the Association to charge reasonable service or user charges, admission or other fees for the use, service and enjoyment of the Common Properties:

(e) The right of the Association to limit the number of Members per lot who may be entitled to the benefit of the easement of enjoyment as to the Common Properties by reason of ownership or contract of purchase of a lot: and

(f) The right of the Developer, until all lots located within the Development shall have been sold, to make use of the Common Properties to encourage sales including the granting of easements on the Common Properties for the installation of sewer lines, septic tanks including lateral lines and for water wells and lines; and

(g) The right of the Association to dedicate or transfer or to sell at fair market price all or any part of the Common Properties for such purposes and subject to such conditions as may be agreed to by the Members; provided that no such dedication, sale or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless such action shall be approved by a majority of the votes of each class of voting membership and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken or unless such action, if allowed by state law, shall be approved by sixty percent (60%) of the Board of Trustees of the Association.

ARTICLE VI

Covenant for Maintenance Assessment

Section One. Each owner of each lot by acceptance of a deed therefor or by entering into a contract of purchase with the Developer, whether or not it shall be so expressed in any such deed, contract of purchase or conveyance, shall be deemed to covenant and agree to pay to the Association (a) annual assessments of charges; (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Section Two. The assessment levied hereunder by the Association shall be used exclusively for the purpose of promoting the health, recreation, safety and welfare of the residents in the Development and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the improvements situated upon the Development, including but not limited to the payment of taxes and insurance thereon, and repair, replacement, materials, management and supervision thereof. The limitations aforesaid shall not preclude the use of assessments levied hereunder for construction and maintenance of roads and streets within the Development, even though same have been dedicated to the public.

Section Three. The annual assessments shall be Sixty Dollars (\$60.00) per lot or group of lots as provided herein below until increased by vote of the members owning a majority of the lots of their respective class, either Class A or Class C, as hereinafter provided for the next succeeding three (3) years and at the end of such period of three years, shall continue at that approved rate until a new assessment rate is approved by vote of

the members. Should a difference occur, property owners desiring to use developed common properties may do so by paying a user fee equivalent to the difference, one fee per property owner.

Class C members may combine contiguous lots up to five (5) acres in total area and designate them as one property with one (1) annual or special assessment. Contiguous lots so combined shall herein be referred to as a "Single Assessment Unit". Only those Single Assessment Units in place one year or more before they are served by a public water and sewer system shall continue as a Single Assessment Unit.

To designate multiple lots as a Single Assessment Unit, the owner of multiple lots must submit to the Association an affidavit certifying that all of the following conditions are met:

The lots are 1) contiguous; 2) held under common ownership and 3) five (5) acres or less in total area. (See Exhibit D.)

In order for the single assessment privilege to continue, all three conditions must continue to be met and the maintenance assessment payments must be current. After assessments are sixty (60) days delinquent, the Association may rescind single assessment privilege in which case each individual lot previously comprising a Single Assessment Unit shall become liable for the full maintenance assessment. Once rescinded, the single assessment privilege may be re-established by the owner of the Single Assessment Unit paying the full maintenance assessment and submitting a new affidavit to the Association.

Should the ownership of any portion of a Single Assessment Unit change, the single assessment privilege shall continue as to the conveyed property or the remaining property in the Single Assessment Unit only so long as each portion shall continue to meet the qualifying conditions.

The Board of Trustees of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section Four. In addition to the annual assessments authorized by Section Three hereof, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying the costs of construction or reconstruction of roads and streets within the Development, and also a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Further, with Board approval, members of a Class C Subdivision may vote a special assessment for use as above described in the Subdivision exclusively.

Section Five. The annual assessments provided for herein shall commence

on the date fixed by the Board of Trustees of the Association to be the date of commencement. The first annual assessments levied against any lot shall be for the balance of the calendar year in which the assessment is made and payments shall be made for the year or such portion thereof in advance, or as may be fixed by the Board of Trustees of the Association. The due date of any special assessment under Section Four hereof shall be fixed in the resolution authorizing such assessment and shall be payable as may be fixed by the Board of Trustees of the Association.

Section Six. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall at that time prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section Seven. If the assessment is not paid on the date when due, then such assessment shall become delinquent and shall, upon the election of the Association to declare the entire assessment due and payable together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid when due and the Association shall declare the entire assessment due and payable, the assessment shall bear interest from date of delinquency at the rate as set by the Board of Trustees of the Association, and the Association may foreclose the lien against said property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section Eight. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust now or hereafter placed upon the property subject to assessment; provided, however, that such subordination shall apply only to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessments.

Section Nine. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(a) All lots owned by the Developer, its successors and assigns, and being held in inventory for sale to the public, which shall include all lots

repurchased by the Developer, its successors and assigns, all lots returned to the Developer, its successors and assigns by reason of forfeiture and cancellation of a contract for sale, and all lots upon which the Developer, its successors and assigns, have foreclosed any mortgage or Deed of Trust; provided, however, that the Developer, its successors and assigns may, but shall not be required to do so, make contributions to the Association from time to time in lieu of assessments and charges. Such contributions shall be used by the Association in the same manner that assessments and charges upon lots are used: and

(b) All Common Properties, all utility easements and other easements, all reserved properties, all utilities, all golf courses, and all other public facilities of every nature.

(c) Property obtained by foreclosure or in lieu of foreclosure shall be exempted from the assessments for a period of one year. During this period the holder will not have the use of the developed common properties unless the maintenance assessment has been paid.

ARTICLE VII

Exterior Maintenance

Section One. In the event the owner of any lot shall fail to properly provide for exterior maintenance as to buildings or grounds, the Developer or the Association may, but shall not be obligated to do so, provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section Two. The costs of such exterior maintenance shall be assessed against the lot upon which such maintenance is done and shall be added to and become a part of the annual assessment or charge to which such lot is subject as hereinbefore stated, and, as part of such annual assessment or charge, it shall be a lien subject, however, to lien by reason of a first mortgage or first Deed of Trust, and shall become due and payable in all respects as provided in Article VI hereof. Upon collection by the Association the costs shall be paid to the Developer, if the Developer has performed the work.

Section Three. For the purpose solely of performing the exterior maintenance authorized by this Article VII the Developer or the Association, through its respective duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon any lot at reasonable hours on any day except Sunday.

ARTICLE VIII

General Provisions

1. Applicability

Each Contract, Option, Deed or Deed of Trust which may be hereinafter executed with respect to any property in the Subdivisions shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Option, Deed or Deed of Trust, and whether or not referred to in any such instrument.

2. Dedication

The streets and roads shown on said recorded plats are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

3. Reservations

(a) The Developer reserves for itself, its successors and assigns a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer and storm and gas pipes, mains and conductors and all appurtenances thereto pertinent to the operation of waterworks, sanitary sewer, storm sewer and drainage systems, and pertinent to the operation of gas distribution systems and such electric distribution and communication lines, wires, conduits, and appurtenances thereto pertinent to the operation of electric distribution and communication systems as it or they may from time to time desire in, along, under, over, across and through all of said streets in the Subdivisions. Such pipes, mains, conductors, lines, wires, conduits and appurtenances, if buried, shall be buried to such reasonable depth as will not interfere with the use of the streets for ordinary purposes.

(b) The Developer reserves for itself, its successors and assigns, title in and to all water, sanitary sewer, storm sewer, drainage and gas pipes, mains, conductors, and all appurtenances thereto constructed by the Developer or its agents in all of said streets in the Subdivisions, together with a perpetual easement to operate, maintain, inspect, repair, reconstruct, change the size of and remove such pipes, mains, conductors, lines, wires, conduits and appurtenances thereto, as it or they may from time to time desire.

(c) The Developer reserves for itself, its successors and assigns, a perpetual utility easement in, along, under, over, across and through a five (5) foot strip along the front of, along the rear of, and along all interior side lot lines of each lot or parcel of land to lay, construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage and gas pipes, mains, conductors and all appurtenances thereto and electric distribution and communication lines, wires, conduits, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right

of ingress and egress thereto.

(d) The conveyance by Developer of any lot or parcel of land in the Subdivisions by contract, deed or other instrument of conveyance shall not in any event be held or construed to include any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light poles or conduits, pipes, mains, or any other utility or appurtenances thereto constructed by Lost Bridge Village, Inc., or its agents, in, along, under, through, over, across or upon such easements, such property, or any part thereof or such streets, to serve the property or any other numbered sections of the Subdivisions. The right to sell and lease all such rights, titles, easements, utilities and appurtenances is expressly reserved in the Developer, its successors and assigns. The foregoing reservations or rights and easements shall not, however, obligate the Developer to exercise any of such reserved rights and easements.

(e) The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Developer.

(f) The Developer reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the Subdivisions or any property therein.

(g) Neither the Developer, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of its agents or employees to shrubbery, trees, flowers or other property of the land owner situated on the land covered by said utility easements.

4. Duration

The Covenants and Restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns until January 1, 2000, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each unless prior to the expiration of any such period the then owners of a majority of lots shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such period be before January 1, 2000, or any successive ten (10) year period thereafter. These Covenants may be amended at any time by owners of sixty-six and two-thirds percent (66 2/3%) of the lots and become effective immediately. This would allow for corrections or changing situations.

5. Enforcement

In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, restrictions or covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer, the Association or for any person or persons owning property in the Subdivisions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such provisions.

6. Notices

Any notice given or required to be sent to any Member or Owner under the provisions of the Declarations shall be deemed to have been received three days after being mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

7. Invalidation of Any Covenant or Restriction

Invalidation of any one of these Covenants or Restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force.

8. Developer Reserves

The Developer reserves and shall have the right to assign, transfer or convey any reservations, rights, or obligations of the Developer hereunder and upon such assignment, transfer or conveyance, the Developer shall immediately be released and discharged as to any and all liability incident to such reservation, right or obligation.

9. Transfer of Functions By the Developer

The Developer has caused a nonprofit corporation, Lost Bridge Village Community Association, Inc., to be organized under the laws of the State of Arkansas for the purpose of exercising, upon assignment, all or any of the duties and prerogatives of the Developer hereunder and it may delegate such duties and prerogatives to such nonprofit organization. Any such delegation of authority and duties shall serve to automatically release the Developer from further liability with respect thereto and vest such duties and prerogatives in such nonprofit corporation. Any such delegation shall be evidenced by an instrument amending this Declaration, placed of record in the Deed of Records of Benton County, Arkansas, and joined in by the Developer and the aforesaid nonprofit corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in any Subdivision, a lienholder, mortgagee, Deed of Trust Beneficiary or any other person.

ARTICLE IX**General Restrictions**

1. All lots in the Subdivisions shall be used only for single family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood. No lot in the Subdivisions shall be used for any commercial, business or professional purpose nor for church purposes. No camper trailer, camper vehicle, tent or motor vehicle (or portion thereof) shall be lived in on any lot.

2. No animals, livestock or poultry shall be raised, bred or kept on any lot smaller than $1\frac{1}{2}$ acre. Dogs, cats or household pets may be kept provided they are not bred for commercial purposes and provided they do not constitute a nuisance and do not constitute a danger or danger to others. Horses and cows are permitted on larger lots at the rate of one animal per $1\frac{1}{2}$ acre.

3. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall in no event use any lot for storage of material or equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. Boats, trailers and other parked vehicles are to be stored in a location no closer to the street than the front building set-back line, or in the case of a corner lot the side building line facing the street.

In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer or Association may without liability to the owner or occupant in trespass or otherwise enter upon (or authorize one or more others to enter upon) said lot and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof; however, the payment of such charge is not secured by any nature of lien on the property.

4. **Signs.** All signs are prohibited in areas zoned upon any recorded Subdivision plat as Residential except:

(a) Signs erected by the Developer for identification of street, traffic control and directional purposes.

(b) Signs of a temporary nature advertising property for sale and construction signs, which shall not exceed five (5) square feet in area nor four (4) feet in height and shall be set parallel to the street.

(c) Signs erected by the Developer in connection with its sales program. The erection of signs in areas zoned Commercial upon any recorded Subdivision plat shall be at the discretion of the Developer.

The Developer or Association shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any lot, and in so doing shall not be subject in any liability for trespass or any other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

5. No lot or other portion of property covered hereunder shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

6. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any

lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site.

7. The Developer reserves the right at any time, and from time to time, hereafter to promulgate and impose restrictions (as well as vary and amend any such restrictions) as to all or any portion of the unrestricted areas identified on the plats as "Reserves." Any such action by the Developer shall not, in order to be fully binding, require the joinder of any other person, whether such person be an owner of property in the Subdivisions, a lienholder, a mortgagee, a Deed of Trust beneficiary or any other person.

8. Definitions. These words when used in this Amended Declaration shall have the following meanings:

- (a) ACCESSORY BUILDING Detached structure such as a garage, carport, shed, barn or pump house.
- (b) DEVELOPER Lost Bridge Village, Inc., its assigns and successors.
- (c) GUEST A person not part of the owner's family who is invited to share use of the dwelling rent free.
- (d) LOT A numbered parcel of land as shown on the recorded plats of the property.
- (e) MEMBERS All those persons who are property owners and members of the Property Owners' Association.
- (f) OWNER A person or persons who have received a deed to a lot or lots.
- (g) PROPERTIES Real estate as contained within the legal descriptions stated in Exhibit A.
- (h) COMMON PROPERTIES Those areas devoted to the common use and enjoyment of the owners of the properties and any improvement designated by the Developer and the Property Owners' Association as common properties and intended and devoted to the common use and enjoyment of the owners of the properties.
- (i) PROPERTY OWNERS' ASSOCIATION Lost Bridge Village Community Association, Inc.
- (j) RENTER A person not part of the owner's family who pays rent for use of the dwelling.
- (k) ROADS AND STREETS Every way for passage by vehicle dedicated to the general public.
- (l) SINGLE FAMILY One basic social group of biologically and/or legally related people.
- (m) SINGLE FAMILY DWELLING A structure designed for the exclusive use of one family as a place of abode.
- (n) SUBDIVISION A group of lots identified with a unique designation such as listed in Article I.

ARTICLE X

Architectural Control

1. **Basic Rule.** No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction on any property until the obtaining of the necessary approval (as hereinafter provided) of the construction plans and specifications and plat showing the location of such building or other improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures, and location with respect to topography and finished grade elevation.

In keeping with the rural nature of Lost Bridge Village construction should be compatible to and enhance the site by the use of materials indigenous to the area, colors that blend with the natural environment and architectural styles appropriate to this region. Retention of trees and natural features as much as possible should be a prime consideration.

2. **Architectural Control Authority.** The authority to grant or withhold architectural control approval as referred to above is vested in the Developer, which authority may be delegated to the Association.

3. **Effect of Inaction.** Approval or disapproval as to architectural control matters set forth in the preceding provisions shall be in writing. In the event of failure to approve or disapprove in writing any plans and specifications and plat submitted in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded within compliance with all such plans and specifications and plat and all of the other terms and provisions of these reservations and restrictions.

4. **Effect of Approval.** The granting of the aforesaid approval shall constitute only an expression of opinion that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of a good faith exercise thereof.

5. **Exceptions.** Exceptions to these Architectural Control requirements will be considered upon application in writing. For example, there may be site conditions such as rock formations, springs, drainage ditches, etc. that would require special treatments.

6. No building material of any kind or character shall be placed or stored upon any lot until construction of a building or improvements is commenced. Construction materials and equipment shall not remain in the street so as to restrict two-way traffic in front of the lot.

7. No stumps, trees, underbrush or any refuse of any kind or scrap material from improvements being erected on any lot shall be placed on any adjoining lots, streets or easements.

8. The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with landscaping of such lot, or in conjunction with construction being done on such lot, but no fill material which will change the grade of a lot shall be placed thereon without the approval in writing.

9. **Temporary Structures.** No trailer, basement, tent, shack, garage, barn, outbuilding of any character, or any structure of a temporary character, shall be placed, erected or used on any lot at any time as a temporary or permanent residence. Temporary buildings may be used during actual construction of a dwelling on a lot, but after completion of construction must be removed immediately. No such temporary building shall, however, be used as a residence during construction without written Architectural Control approval.

10. **Sewage Disposal.** No residential dwelling shall be occupied unless the residence is connected to the central sewer system or to a privately owned sewage disposal system which is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Arkansas State Health Department.

11. **Water Supply.** No residential dwelling shall be occupied unless the residence is connected to the central water system or to a privately owned water system. No privately owned water system shall be permitted upon any lot or parcel of land of the properties covered by these Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department.

12. **Protective Screening.** No wall, fence, planter or hedge in excess of two and one-half ($2\frac{1}{2}$) feet high shall be erected or maintained nearer to the front lot line than the utility easement line, nor on corner lots nearer to the side lot line than the utility easement line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located on an interior lot line shall be more than six (6) feet high. No chain link fence on street side of building is permitted between building lines and the street.

13. **Sight Distance at Intersections.** No object or thing which obstructs sight lines at elevations between two and one-half feet ($2\frac{1}{2}$) and six (6) feet above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall

be placed, planted or permitted to remain on corner lots.

14. Codes. Construction shall conform to the latest editions of The Standard Building Code, The National Electric Code and The Arkansas State Plumbing Code unless specifically altered by the Building Guidelines of Architectural Control.

15. Time for Completion. The exterior of buildings shall be erected and completely finished within six (6) months following the start of construction. The interior of buildings shall be completely finished within twelve (12) months ready for occupancy. Driveways, walks, terraces and landscaping should be completed within eighteen (18) months.

16. Mobile Homes. Mobile homes where permitted (see EXHIBIT B) must have a minimum area of 600 square feet and be not over five (5) years old when placed on the lot.

IN WITNESS WHEREOF, Lost Bridge Village, Inc., joined by Lost Bridge Village Community Association, Inc., for the purposes of indicating its agreement to perform the obligations placed upon it by this instrument, have caused this Amended Declaration to be executed by their respective corporate officers who are duly authorized to so execute same in multiple counterparts, any one of which shall be deemed an original, this 20th day of April, 1992.

LOST BRIDGE VILLAGE, INC.

Dale Crane
Dale Crane, President

STATE OF TEXAS
COUNTY OF DALLAS

Subscribed and sworn before me this 14 day of May, 1992.



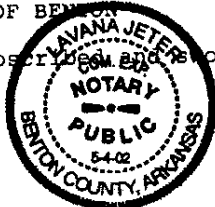
Sandra H. Moses
Notary public

LOST BRIDGE VILLAGE COMMUNITY ASSOCIATION, INC.

Charles D. Willis
Charles D. Willis
President, Board of Trustees
Sherman D. Temple
Sherman D. Temple
Secretary, Board of Trustees

STATE OF ARKANSAS
COUNTY OF BENTON

Subscribed and sworn before me this 18th day of May, 1992.



Lavana Jeter
Notary public

EXHIBIT A

Cedar Acres Subdivision, Lost Bridge Village, Section 1
 Declarations: Deed Record 446, Page 146, Benton County
 Plat: Plat Record "O", Page 20, Benton County

Country Club Addition, Lost Bridge Village, Block 1
 Declarations: Deed Record 429, Page 138, Benton County
 Plat: Plat Record "H", Page 90, Benton County

Country Club Addition, Lost Bridge Village, Block 2
 Declarations: Deed Record 429, Page 138, Benton County
 Plat: Plat Record "E", Page 75, Benton County

Deerwood Subdivision, Lost Bridge Village, Section 1
 Declarations: Deed Record 492, Page 111 and 122, Benton County
 Plat: Plat Record "O", Page 251, Benton County

Lost Bridge Village Subdivision, Block 1
 Declarations: Deed Record 429, Page 138, Benton County
 Plat: Plat Record "H", Page 143, Benton County

Lost Bridge Village Subdivision, Block 2
 Declarations: Deed Record 429, Page 138, Benton County
 Plat: Plat Record "H", Page 92, Benton County
 Plat Record "M", Page 152, Benton County

Lost Bridge Village Subdivision, Block 3
 Declarations: Deed Record 451, Page 400, Benton County
 Plat: Plat Record "O", Page 70, Benton County

Lost Bridge Village Subdivision, Block 4
 Declarations: Deed Record 459, Page 136 and 148, Benton County
 Plat: Plat Record "O", Page 119, Benton County

Lost Bridge Village Subdivision, Block V
 Declarations: Deed Record 492, Page 111 and 122, Benton County
 Plat: Plat Record "S", Page 10, Benton County (Revised)
 Plat Record "O", Page 372, Benton County

Mobile Home Park, Lost Bridge Village, Block 1
 Declarations: Deed Record 429, Page 138, Benton County
 Plat: Plat Record "D", Page 109, Benton County

Mobile Home Park, Lost Bridge Village, Block 2
 Declarations: Deed Record 429, Page 138, Benton County
 Plat: Plat Record "D", Page 107, Benton County

Moulder Hollow Subdivision, Lost Bridge Village, Section III
 Declarations: Deed Record 447, Page 481, Benton County
 Plat: Plat Record "O", Page 31, Benton County

EXHIBIT A - Page 2

Moulder Hollow Subdivision, Lost Bridge Village, Section IV
 Declarations: Deed Record 459, Page 136 and 148, Benton County
 Plat: Plat Record "O", Page 121, Benton County

Moulder Hollow Subdivision, Lost Bridge Village, Section V
 Declarations: Deed Record 459, Page 136 and 148, Benton County
 Plat: Plat Record, "O", Page 120, Benton County

Moulder Hollow Subdivision, Lost Bridge Village, Section VI
 Declarations: Deed Record 492, Page 111 and 122, Benton County
 Plat: Plat Record "O", Page 266, Benton County

Posy Mountain Ranch Subdivision, Unit 1
 Declarations: Deed Record 431, Page 531, Benton County
 Plat: Plat Record "M", Page 94, Benton County

Posy Mountain Ranch Subdivision, Unit 2 (Little Bad Lands)
 Declarations: Deed Record 431, Page 531, Benton County
 Plat: Plat Record "O", Page 43, Benton County

Posy Mountain Ranch Subdivision, Unit 3
 Declarations: Deed Record 431, Page 531, Benton County
 Deed Record 471, Page 647, Benton County
 Plat: Plat Record "K", Page 223, Benton County (Revised)
 Plat Record "K", Page 104, Benton County

Posy Mountain Ranch Subdivision, Unit 4 (Sidewinder Gulch)
 Declarations: Deed Record 431, Page 531, Benton County
 Plat: Plat Record "M", Page 123, Benton County
 Plat Record "K", Page 165, Benton County (Revised)

Posy Mountain Ranch Subdivision, Unit 5 (Longhorn Ridge)
 Declarations: Deed Record 468, Page 625, Benton County
 Plat: Plat Record "O", Page 3, Benton County

Posy Mountain Ranch Subdivision, Unit 6 (Apache Trails)
 Declarations: Deed Record 468, Page 625, Benton County
 Plat: Plat Record "H", Page 215, Benton County

Posy Mountain Ranch Subdivision, Unit 7 (Indian Hills)
 Declarations: Deed Record 468, Page 625, Benton County
 Plat: Plat Record "O", Page 1, Benton County

Posy Mountain Ranch Subdivision, Unit 8 (Buffalo Ridge)
 Declarations: Deed Record 468, Page 608, Benton County
 Plat: Plat Record "H", Page 214, Benton County

Posy Mountain Ranch Subdivision, Unit 9 (Wild Horse Ridge)
 Declarations: Deed Record 468, Page 608, Benton County
 Plat: Plat Record "H", Page 216, Benton County

EXHIBIT A - Page 3

- Posy Mountain Ranch Subdivision, Unit 10 (Pioneer Trails)
Declarations: Deed Record 468, Page 608, Benton County
Plat: Plat Record "O", Page 2, Benton County
- Posy Mountain Ranch Subdivision, Unit 11 (Trails End)
Declarations: Deed Record 468, Page 608, Benton County
Plat: Plat Record "H", Page 217, Benton County
- Posy Mountain Ranch Subdivision, Unit 12 (Rustlers Haven)
Declarations: Deed Record 468, Page 608, Benton County
Plat: Plat Record "H", Page 218, Benton County
- Whitney Mountain Subdivision, Lost Bridge Village, Section 1
Declarations: Deed Record 443, Page 291, Benton County
Plat: Plat Record "H", Page 208, Benton County
- Whitney Mountain Subdivision, Lost Bridge Village, Section 2
Declarations: Deed Record 492, Page 111, Benton County
Plat: Plat Record "O", Page 367, Benton County

EXHIBIT B

- Country Club Addition, Lost Bridge Village, Block 1
Except Lots 23, 26, 27 and 55.
- Country Club Addition, Lost Bridge Village, Block 2
Except Lots 9, 13, 41, 76S, 76N, 77, 78 and 79.
- Mobile Home Park, Lost Bridge Village, Block 1
Mobile homes permitted in all lots except:
Lots 15 through 30, Lots 65 through 76 and Lots 112 through 157
- Posy Mountain Ranch Subdivision, Unit 1
Lot 26 is excepted from the protective and restrictive covenants.
Mobile homes are permitted in this Unit.
- Posy Mountain Ranch Subdivision, Unit 3
By Supplemental Declaration (Deed Record 471, Page 647)
Mobile homes are permitted in this Unit.
- Posy Mountain Ranch Subdivision, Unit 5
Except Lots 4, 11, 36, 38, 41, 42, 44, 45, 46, 49 and 50.
- Posy Mountain Ranch Subdivision, Unit 6
Except Lots 56, 64, 66, 68, 69, 72, 80, 82, 86, 87, 91, 104, 118,
120, 124, 125, 126 136, 138, 140, 143, 144 and 147.
- Posy Mountain Ranch Subdivision, Unit 7
Except Lots 155, 157, 164, 175, 253, 256, 257, 258, 260, 270, 274,
276, 280, 292, 295, 303, 309, 315, 316, 319, 320, 322, 323, 324,
327, 328, 331 and 332.
- Posy Mountain Ranch Subdivision, Unit 9
Mobile homes are permitted in this Unit.
- Posy Mountain Ranch Subdivision, Unit 10
Mobile homes are permitted in this Unit.
- Posy Mountain Ranch Subdivision, Unit 11
Mobile homes are permitted in this Unit.
- Mobile Home Park, Lost Bridge Village, Block 2
Mobile homes permitted on all lots.

EXHIBIT C

Effective dates for implementation of Amended Declaration of Covenants and Restrictions (1992) by Subdivisions:

May 31, 1992	Whitney Mountain, Lost Bridge Village, Section 1
July 27, 1992	Cedar Acres, Lost Bridge Village, Section 1
August 28, 1992	Moulder Hollow, Lost Bridge Village, Section III
November 15, 1992	Lost Bridge Village, Block 3
April 23, 1993	Lost Bridge Village, Block 4
	Moulder Hollow, Lost Bridge Village, Section IV
	Moulder Hollow, Lost Bridge Village, Section V
November 30, 1993	Posy Mountain Ranch, Unit 5
	Posy Mountain Ranch, Unit 6
	Posy Mountain Ranch, Unit 7
	Posy Mountain Ranch, Unit 8
	Posy Mountain Ranch, Unit 9
	Posy Mountain Ranch, Unit 10
	Posy Mountain Ranch, Unit 11
	Posy Mountain Ranch, Unit 12
October 18, 1995	Country Club Addition, Lost Bridge Village, Block 1
	Country Club Addition, Lost Bridge Village, Block 2
	Mobile Home Park, Lost Bridge Village, Block 1
	Mobile Home Park, Lost Bridge Village, Block 2
	Lost Bridge Village, Block 1
	Lost Bridge Village, Block 2
November 5, 1995	Whitney Mountain, Lost Bridge Village, Section 2
	Deerwood, Lost Bridge Village, Section 1
	Moulder Hollow, Lost Bridge Village, Section VI
	Lost Bridge Village, Block V
As soon as 1992 Amended Covenants & Restrictions are ratified by these Subdivisions:	Posy Mountain Ranch, Unit 1
	Posy Mountain Ranch, Unit 2
	Posy Mountain Ranch, Unit 3
	Posy Mountain Ranch, Unit 4

EXHIBIT D

92-307-11

AFFIDAVIT

I hereby certify as Owner of Record of lots _____

that these lots are (1) contiguous, (2) held under common ownership and (3) five acres or less in total area. As such this group of lots qualifies as one property (a "Single Assessment Unit") for the payment of a single lot assessment to Lost Bridge Village Community Association, Inc.

In the event that any portion of the above described property is conveyed or transferred, I shall notify the Community Association in writing within thirty (30) days.

This single lot assessment privilege is contingent upon payment of maintenance assessments being current. After a sixty (60) day delinquency the property reverts back to single lot status for the calendar year. Thereafter, single lot status will continue until a new Affidavit is executed.

Date

Owner of Record

Date

Notary Public