

**FIRST AMENDMENT TO BILL OF ASSURANCE  
AND  
RESTRICTIVE COVENANTS  
OF  
RIVERS EDGE AT LOBO ACCESS**

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is owner of all the lots in RIVERS EDGE AT LOBO ACCESS in Cleburne County, Arkansas, and has signed this document in order to amend the Bill of Assurance of RIVERS EDGE AT LOBO ACCESS.

WHEREAS, the undersigned desires to amend Article VII, and add Article IX to that certain Bill of Assurance of RIVERS EDGE AT LOBO ACCESS heretofore filed and recorded on April 8, 2009, as document number 200903234, of the Records of Cleburne County, Arkansas, in accordance with and pursuant to Article VII of the aforesaid Bill of Assurance.

THEREFORE, be it hereby determined and ordained that Article VII, paragraph 3 of the aforesaid Bill of Assurance of RIVERS EDGE AT LOBO ACCESS is hereby amended to read as follows:

**Article VII**

3. If any structure, fence, or barrier shall be altered, erected, placed, or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and unless deemed acceptable or appropriate upon written notice from the Architectural Control Committee any such structure, fence, hardscape or barrier so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation. If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Developer or Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such

steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such to the Circuit Clerk's Office of Cleburne County, Arkansas.

And Article IV amended as follows:

The conditions, restrictions, covenants, reservations and easements herein contained shall run with and bind each and all of the lots of said subdivision and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years each. These conditions, restrictions, covenants, reservations and easements, or any one or more of them may be amended, prior to and on such date, by instrument duly executed and notarized by not less than fifty one (51%) percent of Class A and Class B membership votes.

And Article IX added as follows:

1. For the purpose of maintaining areas to be used in common with some or all of the residents and owners of property in the addition, including but not limited to, signage and lighting, maintenance of river access, irrigation of common areas, drainage and such other activities and undertakings as may be for the general use and benefit of owners and residents of the property and for the operation and maintenance of the sewage collection and disposal system, each and every lot owner, in accepting a conveyance of any lot in this Addition, agrees to and shall be subject to the obligations and provisions of the duly enacted by-laws and rules of the Rivers Edge at Lobo Access Property Management Association, Inc., a non-profit corporation (the "Association") and shall be eligible to become a member thereof .

2. The assessments and special assessments are to be established as hereinafter provided. For each Lot Owner, by acceptance of the deed for said Lot, is deemed to covenant and agrees to pay annual and special assessments to the Association, whether or not it shall be so expressed in such deed and whether or not they are members of the Association. Declarant shall be responsible for it's share for the cost and expense of maintenance and upkeep of any Common Areas and Common Facilities until such time sufficient revenues from assessments exist to maintain and upkeep the Common Areas. The regular and special assessments, together with interest,

penalties, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing and contractual lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, penalty, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due.

3. The assessments levied by the Association shall be used exclusively for the community, civic, social welfare and benefit of the Property and the Owners, and for the purposes determined by the Association to be appropriate and in accordance with its Articles of Incorporation and By-Laws. The expenditure of assessments shall be in the following order of priority:

A. Sewerage Collection and Disposal System including but not limited to operation and maintenance expenses, capital expenditures, depreciation allowances and an emergency reserve fund for the purpose of and in an amount sufficient to maintain the continued short-term operation of the system in the event of a hardship or extraordinary outlay.

B. Improvement and maintenance of the common areas.

C. Other services, facilities, and activities that are in the community's interest.

4. The amount of the assessment per lot shall not be less than the minimum annual amount required on a per lot basis for the operation and maintenance of the wastewater and/or sewage disposal system and shall be due and payable on or before the 15<sup>th</sup> day of each month in advance. The maximum assessment may be increased by a vote of a majority of the votes of Members entitled to vote in person or by proxy, at a meeting duly called for such purpose.

5. In addition to the assessments authorized above, the Association may levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost for necessary purposes of the Association, such as the construction, reconstruction, maintenance, repair or replacement of a capital improvement in the sewer/septic system and the Common Areas or Common Facilities, including fixtures and personal property related thereto, or for counsel fees or the fees of other retained experts provided that any such assessment shall have the assent of two-thirds (2/3) Members entitled to

vote in person or by proxy, at a meeting duly called for this purpose.

6. Written notice of any meeting called for the purpose of taking any such action authorized herein of shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. Any member, Class A or Class B, shall be entitled to vote by proxy. At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. Subsequent meetings can continue to be called in the aforesaid manner with the required quorum at any subsequent meeting(s) being one-half (½) of the required quorum at the preceding meeting until a quorum is present and votes are cast. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

7. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum lawful rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. The Board of Directors of the Association shall further have authority to impose a penalty not to exceed ten percent (10%) of the total amount of unpaid and past due assessments, fees and charges for non-payment thereof at the time due and in the amount due.

8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, however, that the proceeds from any such sale, to the extent they exceed the first mortgage, shall be used to satisfy the lien of assessments. No sale or transfer shall relieve such Lot from liability of any assessments which thereafter become due or from the lien thereof.

9. In the event any assessment for any Lot is not paid within thirty (30) days after being due, upon a vote of the Board of Directors of the Association, the water supply to the Lot may be discontinued until the assessment is paid in full.

**10. Each Lot in the development shall receive its water supply thru a separate valve owned and maintained by the Association. This valve shall be a permanent addition to each Lot and shall not be removed, circumvented, or tampered with in anyway.**

**And Article X added as follows:**

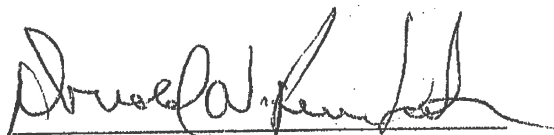
**Any improved Lot may be used as a vacation rental property subject to the following requirements or restrictions:**

- 1. All vacation rentals shall be of not less than seven (7) days duration.**
- 2. The Association, or its designee, shall handle all of the booking for such rentals.**
- 3. No signage or other advertising shall be allowed in the subdivision.**
- 4. The Lot owner shall pay the Association a handling fee per rental transaction established by a vote of a majority of the membership.**
- 5. The Lot owner shall be responsible for the collection of all rental fees.**
- 6. The Lot owner shall inform all renter guests of the proper rules of conduct while using the Common Areas or Common Facilities.**

BE IT KNOWN that the undersigned property owner, being one hundred percent (100%) of the owners required to revise the Bill of Assurance, does hereby agree with the above revisions as an amended Bill of Assurance and attest the same. And, the undersigned further agree that the signatures necessary may be on this document or on a separate document containing similar or substantially the same content as this document, and this Amendment shall become effective as soon as recorded, and the remaining provisions of said original Bill of Assurance as written and adopted shall remain in full force and effect.

PMD Resources, LLC.

By:



Donald Pemberton

ACKNOWLEDGMENT

STATE OF TENN. )  
 ) ss.  
COUNTY OF SHELBY )

On this day, personally appeared before me, a Notary Public, Donald Pemberton,  
Owner Manager of PMG Resources, LLC and stated that he as such manager, being  
authorized to do so, executed the foregoing instrument for the purposes therein  
contained.

WITNESS my hand and official seal this 26<sup>th</sup> day of August, 2009.

  
NOTARY PUBLIC

My Commission Expires: 04/04/2012

