

2014017159 Received: 3/28/2014 2:18:11 PM
Recorded: 03/28/2014 02:24:53 PM Filed &
Recorded in Official Records of Larry Crane.
PULASKI COUNTY CIRCUIT/COUNTY CLERK
Fees \$75.00

**AMENDED AND RESTATED UNIVERSAL BILL OF ASSURANCE
FOR THE HILLSBOROUGH SUBDIVISION, CITY OF LITTLE ROCK, ARKANSAS**

This Amended and Restated Universal Bill of Assurance (hereafter "Universal BOA") of the Hillsborough Subdivision, is hereby adopted effective as of the date this Universal BOA is approved by the City of Little Rock Planning Commission as reflected by the Approval of the Little Rock Planning Commission found on page 13 of this document;

WHEREAS, on or about May 21, 1981, the Hillsborough Property Owners Association, Inc. (hereafter "HPOA"), an Arkansas corporation, was legally formed to act as the property owners' association for the Hillsborough Subdivision (hereafter "Hillsborough") Phases I, II-A, II-B, II-C, III, IV-A, IV-B, V-A, V-C, and V-D (collectively, "Hillsborough", "the Property" or "the Phases"), a residential real estate subdivision in the City of Little Rock, Pulaski County, Arkansas;

WHEREAS, Hillsborough was developed in phases, with each phase adopting a separate bill of assurance (although the separate bills of assurance are not significantly dissimilar and contain substantively the same provisions) including, but not necessarily limited to, the following listed bills of assurance or amendments thereto:

Phase	Lot Numbers	Real Estate Record Numbers	Date of Recording with Pulaski Circuit/County Clerk
Phase I	1-17, 17A, and 18-55	78-25329 79-17006 81-03311 81-28924 91-26803 91-55523 2012025466	June 23, 1978 May 4, 1979 May 21, 1981 July 24, 1981 May 13, 1991 September 19, 1991 April 30, 2012 (Approved May 27, 2003)
Phase II-A	56-70	80-28644 80-35987 80-38257 81-03311 81-28924 2012025466	July 7, 1980 August 22, 1980 September 5, 1980 May 21, 1981 July 24, 1981 April 30, 2012 (Approved May 27, 2003)
Phase II-B	71-88	81-14515 81-28924 2012025466	April 18, 1981 July 24, 1981 April 30, 2012 (Approved May 27, 2003)

Phase II-C	74A and 74B	83-57314 2012025466	November 3, 1983 April 30, 2012 (Approved May 27, 2003)
Phase III	89-98	81-28924 87-12883 2012025466	July 24, 1981 February 25, 1987 April 30, 2012 (Approved May 27, 2003)
Phase IV-A	99-112 and 114	82-38430 92-39923 2012025466	November 1, 1982 June 25, 1992 April 30, 2012 (Approved May 27, 2003)
Phase IV-B	113, 115- 119	83-57315 2012025466	November 4, 1983 April 30, 2012 (Approved May 27, 2003)
Phase V-A	120-140	85-38810 86-10202 (Lot 129R only) 86-70585 (Lots 123R and 124 R only) 2012025466	July 18, 1985 February 21, 1986 November 7, 1986 April 30, 2012 (Approved May 27, 2003)
Phase V-C	153-157	86-27123 92-39924 2012025466	May 9, 1986 June 25, 2010 April 30, 2012 (Approved May 27, 2003)
Phase V-D	158-163	87-40455 92-39925 2012025466	June 22, 1987 June 15, 1992 April 30, 2012 (Approved May 27, 2003)

WHEREAS, the subdivision phases within the Property shall be referred to individually, by Phase number, or collectively as the “Phases”.

WHEREAS, the above-described bills of assurance, including all amendments thereto as well as any other bills of assurance adopted for any of the Phases and recorded in the real estate records of the Pulaski Circuit/County Clerk but not listed above shall be referred to as the “Existing Bills of Assurance.”

WHEREAS, there are certain common areas within the Property, including but not limited to the Hillsborough entrance, walkways, in-ground neighborhood swimming pool, neighborhood park, and all related improvements (collectively the “Common Areas”). The condition of the Common Areas has an impact on the value of all homes within the neighborhood. Properly maintained Common Areas are a benefit to the value of all homes in the neighborhood, just as improperly maintained Common Areas can become a detriment to property values in the neighborhood.

WHEREAS, in order to consolidate and restate the various Existing Bills of Assurance for each of the Phases of Hillsborough, to adopt a uniform set of covenants and restrictions for the benefit of the property owners within Hillsborough, and to establish a uniform process for setting assessments for the maintenance of all Common Areas, the property owners within Hillsborough desire to adopt this Universal BOA.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits to accrue to the property owners within Hillsborough from this Uniform BOA, the mutual covenants and restrictions of this Uniform BOA, ten dollars, and other good and valuable consideration, the Hillsborough property owners hereby adopt this Universal BOA (*See* the Affidavit and Certification of Approval of the HPOA (found at page 11 of this document) and the Professional Engineer's Verification of Lot Area and Phase Area by Square Footage (found at page 12 of this document) to be applicable to and binding on all lots platted within Hillsborough Phases I, II-A, II-B, II-C, III, IV-A, IV-B, V-A, V-C, and V-D. Accordingly, all lots in these Phases shall be held, owned, and conveyed subject to the following restrictive covenants for the purpose of enhancing the value of the Property by creating a common scheme of development and maintenance for such Properties.

Mutual Covenants and Restrictions:

1. Recitals Incorporated. The foregoing Recitals are incorporated in this Paragraph 1 as if restated word for word in this Paragraph.
2. Adoption of Legal Descriptions and Boundaries; Dedication of Easements. This Universal BOA specifically incorporates by reference and hereby ratifies the various subdivision, property, phase, street, and lot descriptions, including metes and bounds descriptions, as well as all rights of ways and easements as granted and contained within the Existing Bills of Assurance, as amended. This Universal BOA specifically incorporates by reference and hereby ratifies previous dedications of the various easements described in the Existing Bills of Assurance.
3. Plats Unchanged. This Universal BOA does not amend the initial, or as previously amended, final subdivision plats of the Property, which have been recorded in the records of the Pulaski Circuit/County Clerk.
4. Hillsborough Property Owner's Association ("HPOA"). The Existing Bills of Assurance are amended to provide as follows:
 - a. HPOA Membership. Every person or entity who is the record owner of any lot in any of the Phases of Hillsborough, and their successors in title, shall be members of the HPOA, however, no person or entity holding any interest in any lot merely as security for the performance of an obligation shall be members.
 - b. HPOA Directors and Officers. The prior election of the current directors and Officers of the HPOA, i.e. those duly elected and serving as of the effective date of this Universal BOA, is hereby ratified and approved and each such Director and

Officer shall serve until their successors are duly elected as provided by the HPOA By-Laws.

- c. HPOA to Maintain Common Areas. All Common Areas within each of the Phases, including but not limited to the swimming pool/park and related improvements, shall be maintained by the HPOA. The HPOA shall have the right to establish, from time to time, reasonable rules for the use and enjoyment of the Common Areas by members of the HPOA and their guests. Also, the HPOA shall have the right to permit non-residents of Hillsborough and guest(s) of HPOA members to use the swimming pool upon payment of the authorized non-resident pool membership fee or guest swimming pool fee to be established by the HPOA.
5. Creation of Obligation for Assessments. In order to ensure that the Common Areas are properly maintained and improved, the owners of all lots lying within the Hillsborough Phases hereby covenant and agree to pay to the HPOA an annual lot assessment fee (the "Annual Assessment") set from time to time by the HPOA in accordance with its By-Laws and subject to the limitations set forth in paragraph 5.b below. The HPOA shall use the Annual Assessment fees for the purpose of promoting the recreation, health, safety and welfare of the owners within the Property, including but not limited to the improvement and maintenance of all Common Areas and the prudent operational expenses of the HPOA. The Annual Assessment fee also shall include resident pool member privileges. Any change in the Annual Assessment fee shall be effective upon the filing of a notice of the change in the real estate records of the Pulaski Circuit/County Clerk.
- a. Annual Assessment. The initial Year 2014 Annual Assessment fee shall be Two Hundred Thirty Five dollars (\$235.00) per calendar year per lot and shall be paid within thirty days (30) after the 2014 Annual Assessment is levied by the HPOA. Future Annual Assessment fees shall be paid to the HPOA on or before January 31st of each year. Each such Annual Assessment fee including any additional financial penalties assessed for delinquent payment of the Annual Assessment fee, together with interest, costs and reasonable attorney fees related to collection of any delinquent Annual Assessment fee, shall be the obligation of the lot owner at the time when the Annual Assessment fee levy is issued by the HPOA. The Annual Assessment fee, including any delinquent financial penalties together with costs and reasonable attorney fees related to the collection of delinquent Annual Assessment fees, also shall be a continuing lien upon the associated Hillsborough lot.
 - b. Future Annual Assessment Fee Changes. For Year 2015 and each year thereafter the Annual Assessment fee shall be increased in an amount equal to the 12-month percentage increase in the Consumer Price Index – Urban ("CPIU") for the previous calendar year ended December 31 as published by the United States Department of Labor (or successor federal agency). Such Annual Assessment fee shall be rounded up to the next highest whole dollar. Any increase in the Annual Assessment fee in excess of the calculation above-prescribed must be approved by a majority vote of the HPOA members present, in person or by proxy, at the

HPOA Annual Meeting or at an HPOA Special Meeting properly called, noticed, held and conducted pursuant to the Articles of Incorporation and Article VIII of the HPOA By-Laws.

- c. Pool Privilege Restriction. Any lot owner who owes a delinquent Annual Assessment fee or any other special lot assessment fee properly levied by the HPOA pursuant to the HPOA Articles of Incorporation and By-Laws shall not be entitled to use the HPOA swimming pool until such time as all delinquent assessment fees have been paid in full along with any delinquent financial penalties, interests, costs and reasonable attorney fees related to collection of such delinquent assessment fees.
 - d. Property Transfer Assessment Fee. A Property Transfer Assessment Fee (“Transfer Fee”) shall be due and payable by the purchaser of any lot within the Property upon the recording of a deed conveying fee simple ownership of the lot, but excluding any deed conveying title to a trust or entity that a lot owner has created or in which a lot owner owns a controlling interest. The initial Transfer Fee is hereby set at Two Hundred Twenty Five Dollars (\$225.00) per lot. The HPOA may change the amount of the Transfer Fee, from time to time, pursuant to the HPOA By-Laws.
 - e. Liens for Assessments. All HPOA assessment fees, together with assessed financial penalties, interests, costs and reasonable attorney fees related to collection of any delinquent assessment fee, shall be a charge on the land of the associated lot and shall be a continuing lien upon such lot against which such assessment fees have been levied by the HPOA. Each such assessment fee, together with interest, costs and reasonable attorney’s fees, shall also be the personal obligation of the owner of such lot at the time when the assessment fee was levied. The lien for such assessment fees shall be subordinate to any mortgage, deed of trust, or lien (or any modification, amendment, or refinancing thereof) for the acquisition, construction, remodeling, or refinancing of any lot or improvements on such lot.
6. Variances for Existing Structures. All structures existing as of the effective date of this Universal BOA which do not comply with the General Covenants and Restrictions set forth in Paragraph 7 below are hereby granted a variance from the General Covenants and Restrictions to the limited extent of such current nonconformance. However, any modifications or improvements to such structures initiated after the effective date of this Universal BOA shall conform to the General Covenants and Restrictions set forth in Paragraph 7 below.
7. General Covenants and Restrictions. All lots within the Phases of Hillsborough shall be held, owned, and conveyed subject to the covenants and restrictions set forth in this Universal BOA for the purpose of enhancing the value of the Property by creating a common scheme of development and associated restrictions:

- a. Land Use and Building Type. With the exception of the Common Areas, all lots shall be held, owned and used only for single-family residential purposes, unless otherwise shown on the recorded final plat for the respective Phase. No structures shall be erected, altered, placed or permitted to remain on any single-family residential lot other than a single detached single-family dwelling which shall not exceed two and one-half stories in height when seen from the front or principal street façade, a private garage for storage of passenger vehicles owned or used by residents, guest house, servants quarters, or other outbuildings incidental and related to the single-family residential use of the premises.

- b. Architectural Control. No building shall be erected, placed, or the exterior altered on any lot until the HPOA approves in writing the building plans, including but not limited to elevation drawing of the all sides of the buildings showing total height, floor plans showing all interior and exterior walls, the total heated and cooled square footage, a site plan showing the location and orientation of the primary residence and any accessory structures on each lot and distance of each structure from the front, rear, and side lot lines, and the exterior color scheme (including but not limited to paint colors, brick colors, and color of roofing materials) (the "Plans"). The lot owner shall submit the Plans in writing to the HPOA President, or at such other address as the HPOA shall designate in a written notice recorded in the real estate records of the Pulaski Circuit/County Clerk. The HPOA shall review the Plans for compliance with this Universal BOA and for general compatibility with the other homes in the Phase where the lot is located. If the HPOA determines that the Plans do not comply with this Universal BOA or are not compatible, then it shall provide written notice to the property owner detailing the reasons for disapproval of the Plans. If the HPOA fails to provide the property owner with written notice of approval or disapproval of any Plans within ten (10) days after submission to the HPOA, the Plans shall be deemed approved by the HPOA. There shall be no fee for the review of any such Plans by the HPOA.

- c. Minimum Principal Dwelling Size. The minimum principal dwelling size for any lot shall be as follows. All areas under roof shall be computed in a horizontal plane from outside of eave to outside of eave, not including a hanging gutter. All heated and cooled square footage shall be calculated in a horizontal plane from outside top plate line of the exterior walls of the principal residential structure.
 - i. Phases I, II-A, II-B, II-C, III, IV-A, and IV-B. For a building with less than two full stories, not less than two thousand two hundred (2,200) square feet of heated and cooled space, with not less than two thousand five hundred (2,500) square feet of space under roof. For a building with two full stories, not less than one thousand six hundred (1,600) square feet under roof.

 - ii. Phases V-A, V-C, and V-D. For a building with less than two full stories, not less than two thousand four hundred (2,400) square feet of heated and cooled space, with not less than two thousand eight hundred (2,800) square

feet of space under roof. For a building with two full stories, not less than one thousand six hundred (1,600) square feet under roof.

- d. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum building set-back lines shown on the recorded final plat for the Phase in which the lot is located. No building shall be located nearer to a side lot line than a distance equal to ten percent (10%) of the width of the lot at the front set-back line or ten (10) feet, whichever is greater. No principal dwelling shall be located nearer than twenty-five (25) feet from the rear lot line. For the purposes of this paragraph, eaves, steps, balconies, decks, and open porches shall be considered as a part of the building. Open terraces or patios without roofs shall not be so considered.
- e. Lot Area and Width. No lot shall be subdivided without the prior written consent of the HPOA, provided, however, that the HPOA cannot approve any lot split that creates one or more lots having a width of less than seventy five (75) feet at the front set-back line, or an area of less than twelve thousand square feet (12,000).
- f. Easements for Public Utilities and Drainage. Easements for the installation, maintenance, repair and replacement of utility services, sewer and drainage have previously been donated and dedicated, said easements being of various widths, reference being hereby made to the final plats of the Property filed in the real estate records of the Pulaski Circuit/County Clerk for a more specific description of width and location thereof. No trees, shrubbery, incinerators, structures buildings, fences or similar improvements shall be grown, built or maintained within the area of such utility or drainage easement. In the event any trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be grown, built or maintained within the area of such easement, no person, firm or corporation engaged in supplying public utility services shall be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service locate within the area of such easement.
- g. Utilities. Exposed overhead wire and cables for utility services and street lighting are prohibited, provided, however, that light standards and/or towers for street lighting purposes may be erected, maintained, and operated in, under and along the streets. All owners of lots shall install and maintain underground utilities, including but not limited to telephone, electric, and cable television between the point of delivery of such utility service, as located by the utility company, and the point of use on the principal residence or accessory building. All structures existing as of the effective date of this Universal BOA, which do not comply with this specific covenant, are granted a variance from this specific covenant. However, any structure replaced or constructed after the effective date of this Universal BOA shall conform to this specific covenant.
- h. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No vehicles may be parked upon any lot, other

than on the driveway of the lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No vehicles shall be parked upon any street in Hillsborough unless such vehicles are properly registered, licensed, and insured in compliance with Arkansas law. Lot owners further agree to keep unimproved lots free from trash, debris and overgrown vegetation. If such does accumulate, the HPOA shall, after notice to the lot owner, have the right to perform such cleanup work as is necessary and owner shall reimburse HPOA for the cost involved.

- i. Temporary Structures. No temporary structures of any kind, including but not limited to any trailer, basement, tent, shack, garage, barn or outbuilding shall be erected at any time on any lot.
- j. Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent.
- k. Oil and Minerals. No drilling, storage, transportation, refining, exploration or development operations for oil or gas, and no quarrying or mining operations of any kind shall be permitted upon any lot.
- l. Livestock and Poultry. No wild animals, livestock, poultry of any kind shall be raised or kept on any lot, except that dogs, cats, or other commonly accepted household pets may be kept, provided that they are not kept or maintained for any commercial purpose and are duly licensed in accordance with federal, state or local law.
- m. Sight Line Obstructions. No fence, wall, hedge, or shrub planting or other obstacle which obstructs sight lines at elevations of more than thirty (30) inches above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street lines and a line connecting them at points fifty (50) feet from the intersection of the street lines, or in the case of a rounded property corner, within the triangle formed by tangents to the curve at its beginning and end, and a line connecting them at points fifty (50) feet from their intersection. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of eight (8) feet to prevent obstruction of such sight lines.
- n. Fences. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum front building setback lines established herein or from the side yard building line to the street or corner lots except upon approval of the HPOA. To insure compliance with the provisions of this Universal BOA as it relates to the erection of fences along utility easements, no fence, wall or other structure shall be erected along property lines without approval of the design, construction, materials and location by the HPOA.

- o. Street Obstructions. No obstruction shall be placed in the street gutter. Curbs shall be broken at driveways and driveway grades lowered to meet the gutter line not more than two inches above the gutter grade, unless otherwise required by the City of Little Rock.
 - p. Property Lines and Boundaries. Iron pins have been set on all lot corners and points of curve, and all lot dimensions shown on curves are curve distances, and all curve data as shown on the final plats filed with the Pulaski Circuit/County Clerk are center line curve data. In the event of minor discrepancies between the dimensions or distances as shown on the final plats filed with the Pulaski Circuit/County Clerk and the actual dimensions or distances as disclosed by the established pins, the pins as set shall control.
 - q. Rules and Regulations for Common Areas. The HPOA shall have the right, from time to time as it sees fit, to establish and enforce reasonable rules for the use and enjoyment of all Common Areas, and the Property owners agree to comply with such rules and regulations.
8. Right to Enforce. The provisions and covenants of this Universal BOA shall run with the land and shall bind the present owners, and their successors and assigns. All parties claiming by, through or under the present owners shall be taken to covenant with the owners of the lots hereby restricted, and their successors and assigns, to conform to and observe these restrictions. No restriction herein shall be personally binding upon any corporation, person or persons, except with the respect to breaches committed during its, his, her or their term of holding title to said land. The HPOA, its successors and assigns, and also the owner or owners of any of the lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages and failure by any owner or owners of any lot or lots in this addition to observe any of the restrictions herein. Any delay in bringing such action shall, in no event, be deemed to be a waiver of the right to do so thereafter.
9. Modification of Restrictions. It is the intent of the parties that this Universal BOA may be amended or terminated at any time during its term (or any extension thereof), as herein provided. Any and all of the covenants, provisions or restrictions set forth in this Universal BOA may be amended, modified, extended, changed or canceled, in whole or in part, by the approval in writing of the owner or owners of over fifty percent (50%) of the total number of lots bound by this Universal BOA. Each covenant in this instrument, unless amended as set forth above, shall remain in full force and effect until July 31, 2024, after which time each covenant in this instrument shall be automatically extended for successive periods of ten (10) years unless otherwise amended or terminated pursuant to the Hillsborough Articles of Incorporation, this Universal BOA and the HPOA By-Laws.
10. Attorneys Fees. In any legal or equitable proceeding for the enforcement of or to restrain the violation of this instrument or any provisions thereof, by reference or otherwise the prevailing party or parties shall be entitled to attorney fees in such amounts as the court

finds reasonable. All remedies provided for herein, or provided by law or equity, shall be cumulative and not exclusive.

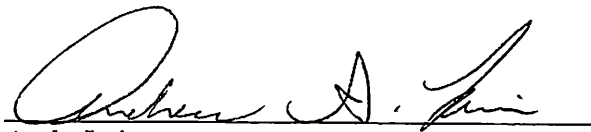
11. Severability. Invalidation of any restriction set forth herein or any part thereof by any order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part as set forth herein, but they shall remain in full force and effect. Each of the individual Phases or lots have adopted this Universal BOA as set forth herein. Any error in adoption of this Universal BOA by any Phase shall not affect the validity of the adoption of this Universal BOA by any other Phase or lot.
12. Amendment and Restatement of Existing BOA's. Except as expressly provided for in this Universal BOA, this Universal BOA restates, replaces, and supersedes all of the Existing BOA's for the Phases adopting this instrument, the provisions of which shall not be binding on the parties to this Universal BOA or their successors and assigns.
13. Phase II-A. The Existing BOA for Phase II-A expired by its own terms on July 7, 2005. Accordingly, rather than amending their Existing BOA, the lot owners within Phase II-A who approved this Universal BOA each do so to adopt its provisions with the intent that their lots be held, owned, and conveyed subject to the provisions of this Universal BOA.
14. Effective Date. This Universal BOA shall become effective only after it has been duly approved by the lot owners in Phases I, II-A, II-B, II-C, III, IV-A, IV-B, V-A, V-C, and V-D and approved by the Little Rock Planning Commission.

[The rest of this page has been left blank intentionally.]


AFFIDAVIT AND CERTIFICATION OF APPROVAL
BY THE HILLSBOROUGH PROPERTY OWNERS ASSOCIATION

COMES NOW the undersigned and duly authorized officers of the HPOA, having first been duly sworn, and do hereby state, affirm and certify that the foregoing Universal BOA for the Hillsborough Subdivision has been approved by a majority of the lot owners in Phases I, II-A, II-B, II-C, III, IV-A, IV-B, V-A, V-C, and V-D and that the lots owned by those owners voting to approve this Universal BOA comprise over 50% of the total square footage of all lots located in each of these Phases. Further, we state, affirm and certify that the HPOA has approved this Universal BOA and the inclusion of all Hillsborough Common Areas, including but not limited to Lot 17 of Phase I upon which is located the neighborhood swimming pool and playground, within the scope and governance of this Universal BOA.

Sworn to and executed on this 28 day of March, 2014, by:



Andy Lain
HPOA President



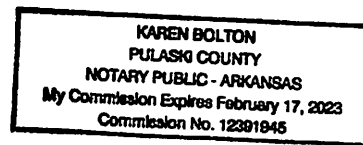
Dana Gaddy
HPOA Vice-President and Secretary


NOTARY ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

On this day before the undersigned, a notary public, duly qualified and acting in and for the county and state aforesaid, personally appeared Andy Lain and Dana Gaddy, to me well known or satisfactorily proven to be, the person whose name appears in the foregoing instrument, and stated that he/she has executed the same for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and seal on this 28 day of March, 2014.





NOTARY PUBLIC

Notary Seal

MY COMMISSION EXPIRES: 2-17-2023

PROFESSIONAL ENGINEER'S
VERIFICATION OF LOT AREAS AND PHASE AREA BY SQUARE FOOTAGE

COMES NOW David Cook, a Professional Engineer licensed in the State of Arkansas, under oath, and state, affirm and certify that I have personally reviewed and verified the square footage calculations of Andrew S. Lain, a Professional Engineer licensed in the States of Texas and Oklahoma, by which Mr. Lain calculated the total square footage of all lots in each Phase of the Hillsborough Subdivision and the total square footage of all lots in each Phase voting to approve the foregoing Universal BOA. Based upon my review of such calculations I have determined that over fifty percent (50%) of the total square footage in each Phase of the Hillsborough Subdivision (Phases I, II-A, II-B, II-C, III, IV-4, IV-5, V-A, V-C, and V-D) has approved the foregoing Amended and Restated Universal Bill of Assurance for the Hillsborough Subdivision of the City of Little Rock, Arkansas.

Sworn to and executed on this 25th day of March, 2014.



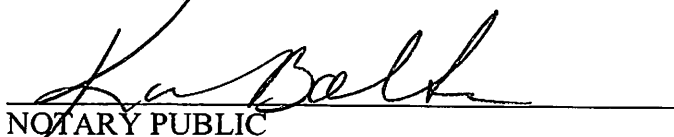
David Cook, Professional Engineer
Arkansas Professional Engineer License Number: 5448

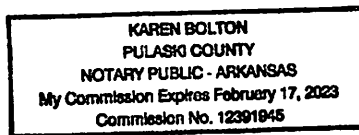
NOTARY ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

On this day before the undersigned, a notary public, duly qualified and acting in and for the county and state aforesaid, personally appeared David Cook, a Professional Engineer licensed in the State of Arkansas, to me well known or satisfactorily proven to be, the person whose name appears in the foregoing instrument, and stated that he has executed the same for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and seal on this 28 day of March, 2014.


NOTARY PUBLIC



Notary Seal

MY COMMISSION EXPIRES: 2-17-2023

APPROVAL OF LITTLE ROCK PLANNING COMMISSION

COMES NOW the undersigned official of and acting on behalf of the Little Rock Planning Commission, and hereby approves the foregoing Amended and Restated Universal Bill of Assurance for the Hillsborough Subdivision of the City of Little Rock, Arkansas which has been adopted by, and is binding on Phases I, II-A, II-B, II-C, III, IV-A, IV-B, V-A, V-C and V-D of said Subdivision.

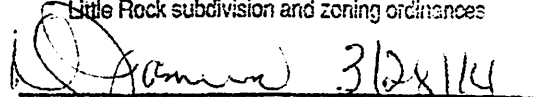
Signature of Little Rock Planning Commission Official

Printed Name of Little Rock Planning Commission Official

Title of Little Rock Planning Commission Official

Date: _____

Reviewed only for inclusion of minimum standards required by the City of Little Rock subdivision regulations. Bill of Assurance provisions established by the developer may exceed minimum regulations of the Little Rock subdivision and zoning ordinances



City of Little Rock Planning Commission

[End of Document]