COVENANTS, CONDITIONS AND RESTRICTIONS—HILLSDALE SUBDIVISION

AFTER RECORDING, RETURN TO:

Howard Aster
417 N Adams
McMinnville, Or

COVENANTS, CONDITIONS AND RESTRICTIONS
HILLSDALE SUBDIVISION
Quality Section
(Lots 2 to 12 and 54 to 68)

These covenants and restrictions apply to lots 2 to 12 and 54 to 68 located in HILLSDALE SUBDIVISION, Yamhill County, Oregon, (collectively “property”, with individual parcels also referred to as “lot”). They are enforceable by owners of the “benefitted properties”, which are defined as lots affected, but so long as the undersigned (or either of its managers, Ray Kauer or Howard Aster) together or individually own at least one acre of the property described in Exhibit “A” (or own or hold an option or right of first refusal to purchase on at least one acre of property described in Exhibit “B”), then they are also enforceable by each member of the group consisting of Westfield, LLC, an Oregon limited liability company, Ray Kauer, or Howard Aster, who owns property described in Exhibit “A” or owns property or an option to purchase property described in Exhibit “B”.

The undersigned owners of all the real property included in the HILLSDALE SUBDIVISION, a Plat duly recorded March 21, 2001, in 200104008, Plat Records of Yamhill County, Oregon, together with the property described in Exhibit “A”, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefitted property described above.

These Covenants, Conditions and Restrictions shall constitute the Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or any part of the property, and shall inure to each owner of benefitted property area and that owner’s heirs, successors and assigns.

1. GENERAL RESTRICTIONS

a. No building shall be constructed other than a single-family owner-occupied permanent dwelling for private use and other outbuildings having uses related to those uses, such as garages, carports, private greenhouses, a swimming pool or other types of home recreational facilities. For purposes of the preceding sentence, a “permanent dwelling” shall not include a prefabricated modular residential structure which is transported to any property in a state of substantial prefabrication and then permanently affixed to a ground level foundation or a manufactured dwelling as presently defined in ORS 446.003(26)(a). All outbuildings must be of good construction and of design compatible with the associated dwelling. No lot may contain more than one owner-occupied single-family dwelling and the necessary outbuildings for permitted uses. The only non-residential uses allowed on the property are home occupations, if they meet all applicable laws, rules and regulations, (including those of the City of McMinnville applicable in this zone) and otherwise comply with these Covenants, Conditions and Restrictions.
b. All construction on any lot must be completed and the final occupancy issued within one (1) year from the issuance of a building permit.

c. All landscaping on any lot must be substantially completed within one (1) year from completion of construction or within (2) years from the issuance of a building permit, which ever is sooner.

d. No dwelling may be higher than two (2) stories above ground level. In addition, maximum height shall be no more than thirty-five (35) feet, measured from the ridge line of the roof to the uphill side grade level. Lots 2 through 11 will be single story homes with a maximum height of no more than 27 feet measured from the ridge line of the roof to the uphill side grade level.

e. The minimum size for a dwelling, exclusive of garages, carports, outbuildings, covered walks and open porches, is ONE THOUSAND TWO HUNDRED (1,200) square feet. Lots 68A and B are, however, single-family common wall lots. It is permissible to build a common wall unit on these lots. The minimum size for a dwelling on either Lot 68A or B, exclusive of garages, carports, outbuildings, covered walks and open porches, is NINE HUNDRED (900) square feet.

f. All residences will have a 2 car garage or larger, the minimum ground floor area of which will be FOUR HUNDRED (400) square feet, except that each residence on Lots 68A and B is only required to have a single car garage, the minimum ground floor area of which will be TWO HUNDRED (200) square feet.

g. Exterior walls on sides of lots bordering streets will be double wall construction and will have lap siding, stone (natural or cultured), brick or stucco finish. Walls on sides of lots not bordering streets may be single wall construction using materials allowed on the other sides or T-111 or other panel type siding. No dwelling shall be constructed with metal siding.

h. House colors will be natural earth tones or calm colors, not bright or vivid shades.

i. Roofing will be 25-year architectural style composition, cedar, tile, or comparable. Metal roofing is not allowed.

j. On lots 54 to 61 inclusive, no chain link or other metal fencing will be used on or near the northerly lot line, except ornamental iron, which is acceptable. This provision does not preclude fencing not ordinarily visible from the street or from the ground level of adjoining lots such as dog runs or protective fencing around spas or pools.

k. No driveways will enter 2nd Street from Lot 12.

l. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard or nuisance.
m. No short wave antennas or large (greater than 1 meter in diameter) satellite dishes will be placed on properties or lots. To the extent this further limitation is allowed by applicable law, allowed satellite dishes will be located on the property to have limited visual impact on the neighbors, consistent with proper functioning of the dish.

n. All garbage, trash, cuttings, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, heating and cooling equipment, and other service facilities shall be screened from view from adjoining lots (ground level) and roads.

o. No offensive activity shall be carried on in any lot, nor shall anything be placed or constructed on any lot, or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or otherwise may become a nuisance or annoyance to the neighborhood. No garbage, trash, cuttings or refuse may be allowed to accumulate or remain on the lot.

p. No commercial advertising signs or billboards shall be placed or kept on any lot, except such signs as are normally used in connection with the sale of real property (including model homes) may be placed upon the lot of any owner desiring to sell.

q. No lot may be used as a place to raise animals of any kind except for a reasonable number of ordinary household pets, which shall be leashed or kenneled and not allowed to run at large. Allowed animals shall not be a nuisance to owners of other lots.

r. No recreational or commercial vehicles (excluding pickups and vans), trailers, boats, snowmobiles, motor homes, truck campers, or off-road vehicles may be kept on the property unless they are stored in a garage or not parked closer to the front of the lot than any portion of the house and they are stored behind a 6 foot high opaque fence. Pads and driveway approaches for allowed storage of such vehicles must be concrete. No such vehicles may be parked overnight on any street or road serving the property or a driveway, except that, subject to City of McMinnville restrictions, for a maximum of 14 days total such use per calendar year, vehicles of guests of homeowners may be parked overnight. No heavy equipment or semi-tractors or trailers or flatbeds of any kind are allowed on the property, except as needed to construct or maintain buildings and improvements allowed by these covenants or temporarily for delivery of residential items.

s. Loading, unloading or cleaning of recreational or commercial vehicles (excluding pickups) may take place no more than 3 days in a row and no more than twice a month.

t. There shall not be stored, parked, or kept upon any lot in open and plain view any motor vehicle which is in a rusted, junked, partially dismantled, inoperative or abandoned condition. The owner of the vehicle shall remove it or store it in a building where it will not be visible from the street or other property.
d. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All waste, rubbish, trash or garbage shall only be kept in the closed containers for storage of garbage.

w. Lots 13 to 21 inclusive will maintain, in an attractive condition, the fencing and landscaping on the north side of their respective lots, including landscaping in the city right of way, originally installed by the developer.

x. Lot 13 will also maintain landscaping installed by developer on the island in the right of way, subject to the City of McMinnville rules and regulations.

2. ENFORCEMENT

a. These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefitted property. Any such person shall have the right at law or in equity to enforce the restrictions. It is not implied nor at any time will Yamhill County or the City of McMinnville be responsible for the enforcement of these restrictions.

b. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of the land and all persons claiming by, through or under them until ten years from the recording of this document at which time these covenants shall be automatically extended for successive periods of ten years. The owners of at least two-thirds (%) of the benefitted properties may, at any time, agree in writing to change these covenants in whole or part, and such agreement is duly recorded in the Yamhill County real property records. Each legally subdivided or partitioned portion of the benefitted property shall entitle its owners to one vote.

c. Invalidation of any of these covenants, restrictions, or conditions by court order, judgment or decree shall in no way affect any of the remaining provisions which shall continue to remain in full force and effect.

d. If a suit or action (including an arbitration) is filed to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to the costs and disbursements provided by statute, any sum which a court (or arbitration tribunal), including any appellate court, may adjudge reasonable as attorney fees.

DATED this 13 day of March, 2001.

WESTFIELD, LLC
An Oregon Limited Liability Company

By [Signature]
Manager

(Notarization on following page.)
STATE OF OREGON

) ss

County of Yamhill

On the 13 day of MARCH, 2001, personally appeared HOWARD ASTER
__________, who, being first duly sworn, did say that he is the Manager of Westfield, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

[Seal]

[Signature]

NOTARY PUBLIC FOR OREGON
EXHIBIT “A”

Howard to Westfield legal description, excepting the 5 acres sold to KAMAC (includes this portion of the subdivision.)

EXHIBIT “B”

Option/right of first refusal property up the hill (still owned by Howards)
EXHIBIT "A"

Legal Description:

EXHIBIT "B"


COVENANTS, CONDITIONS AND RESTRICTIONS—HILLSDALE SUBDIVISION

AFTER RECORDING, RETURN TO:

Howard Aster
417 N Adams
McMinnville, OR 97128

COVENANTS, CONDITIONS AND RESTRICTIONS
HILLSDALE SUBDIVISION
Prestige Section
(Lots 13 to 53)

These covenants and restrictions apply to lots 13 to 53 located in HILLSDALE SUBDIVISION, Yamhill County, Oregon, (collectively “property”, with individual parcels also referred to as “lot”). They are enforceable by owners of the “benefitted properties”, which are defined as lots affected, but so long as the undersigned (or either of its managers, Ray Kauer or Howard Aster) together or individually own at least one acre of the property described in Exhibit “A” (or own or hold an option or right of first refusal to purchase on at least one acre of property described in Exhibit “B”, then they are also enforceable by each member of the group consisting of Westfield, LLC, an Oregon limited liability company, Ray Kauer, or Howard Aster, who owns property described in Exhibit “A” or owns property or an option to purchase property described in Exhibit “B”.

The undersigned owners of all the real property included in the HILLSDALE SUBDIVISION, a Plat duly recorded March 21, 2001, in Record 2001 04 008, Plats Records of Yamhill County, Oregon, together with the property described in Exhibit “A”, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefitted property described above.

These Covenants, Conditions and Restrictions shall constitute the Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or any part of the property, and shall inure to each owner of benefitted property area and that owner’s heirs, successors and assigns.

1. GENERAL RESTRICTIONS

a. No building shall be constructed other than a single-family owner-occupied permanent dwelling for private use and other outbuildings having uses related to those uses, such as garages, carports, private greenhouses, a swimming pool or other types of home recreational facilities. For purposes of the preceding sentence, a “permanent dwelling” shall not include a prefabricated modular residential structure which is transported to any property in a state of substantial prefabrication and then permanently affixed to a ground level foundation or a manufactured dwelling as presently defined in ORS 446.003(26)(a). All outbuildings must be of good construction and of design compatible with the associated dwelling. No lot may contain more than one owner-occupied single-family dwelling and the necessary outbuildings for permitted uses. The only non-residential uses allowed on the property are home occupations, if they meet all applicable laws, rules and regulations, (including those of the City of McMinnville applicable in this zone) and otherwise comply with these Covenants, Conditions and Restrictions.
b. All construction on any lot must be completed and the final occupancy permit issued by the City of McMinnville within one (1) year from the issuance of a building permit.

c. At all times, even prior to construction, lots will be maintained in an attractive condition. Weeds and grass mowed will be mowed regularly on unimproved lots.

d. All landscaping on any lot must be substantially completed within one (1) year from completion of construction or within (2) years from the issuance of a building permit, which ever is sooner.

e. No dwelling may be higher than two (2) stories above ground level. In addition, maximum height shall be no more than thirty-five (35) feet, measured from the ridge line of the roof to the uphill side grade level.

f. The minimum size for a dwelling, exclusive of garages, carports, outbuildings, covered walks and open porches, is ONE THOUSAND FOUR HUNDRED (1,400) square feet. Lots 53A and B are, however, single-family common wall lots. It is permissible to build a common wall unit on these lots. The minimum size for a dwelling on either Lot 53A or B, exclusive of garages, carports, outbuildings, covered walks and open porches, is NINE HUNDRED (900) square feet.

g. All residences will have a 2 car garage or larger, the minimum ground floor area of which will be FOUR HUNDRED (400) square feet, except that each residence on Lots 53A and B is only required to have a single car garage, the minimum ground floor area of which will be TWO HUNDRED (200) square feet.

h. Exterior walls will be double wall construction on all sides of the house and will have lap siding, stone (natural or cultured), brick or stucco finish. No dwelling shall be constructed with metal siding or T-111 type siding.

i. Roofing will be 25 year architectural style composition, cedar, tile or comparable. Metal roofing is not allowed.

j. House colors will be natural earth tones or calm colors, not bright or vivid shades.

k. No chain link or other metal fencing will be used on lots, except ornamental iron which is acceptable. This provision does not preclude fencing not ordinarily visible from the street or from the ground level of adjoining lots such as dog runs or protective fencing around spas or pools.

l. No driveways will enter 2nd Street from lots 13 through 21.

m. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard or nuisance.

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n. No short wave antennas or large (greater than 1 meter in diameter) satellite dishes will be placed on properties or lots. To the extent this further limitation is allowed by applicable law, allowed satellite dishes will be located on the property to have limited visual impact on the neighbors, consistent with proper functioning of the dish.

o. All garbage, trash, cuttings, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, heating and cooling equipment, and other service facilities shall be screened from view from neighboring lots (ground level) and roads.

p. No offensive activity shall be carried on in any lot, nor shall anything be placed or constructed on any lot, or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or otherwise may become a nuisance or annoyance to the neighborhood. No garbage, trash, cuttings or refuse may be allowed to accumulate or remain on the lot.

q. No commercial advertising signs or billboards shall be placed or kept on any lot, except such signs as are normally used in connection with the sale of real property (including a model home) may be placed upon the lot of any owner desiring to sell.

r. No lot may be used as a place to raise animals of any kind except for a reasonable number of ordinary household pets, which shall be leashed or kenneled and not allowed to run at large. Allowed animals shall not be a nuisance to owners of other lots.

s. No recreational or commercial vehicles (excluding pickups and vans), trailers, boats, snowmobiles, motor homes, truck campers, or off-road vehicles may be kept on the property unless they are stored in a garage or not parked closer to the front of the lot than any portion of the house and they are stored behind a 6 foot high opaque fence. Pads and driveway approaches for allowed storage of such vehicles must be concrete. No such vehicles may be parked overnight on any street or road serving the property, except that, subject to City of McMinnville restrictions, for a maximum total such use of 14 days per calendar year, vehicles of guests of homeowners may be parked overnight. No heavy equipment or semi-tractors or trailers or flatbeds of any kind are allowed on the property, except as needed to construct or maintain buildings and improvements allowed by these covenants or temporarily for delivery of residential items.

t. Loading, unloading or cleaning of recreational or commercial vehicles (excluding pickups) may take place no more than 3 days in a row and no more than twice a month.

u. There shall not be stored, parked, or kept upon any lot in open and plain view any motor vehicle which is in a rusted, junked, partially dismantled, inoperative or abandoned condition. The owner of the vehicle shall remove it or store it in a building where it will not be visible from the street or other property.

v. All sites shall be equipped with closed containers for storage of garbage and other refuse between regular pickup dates. All containers shall be maintained in a clean, sanitary and rodent-proof con-
u. All sites shall be equipped with closed containers for storage of garbage and other refuse between regular pickup dates. All containers shall be maintained in a clean, sanitary and rodent-proof condition. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All waste, rubbish, trash or garbage shall only be kept in the closed containers for storage of garbage.

v. Lot 12 will maintain, in an attractive condition, the fencing and landscaping on the north side of the lot, including landscaping in the city right of way, originally installed by the developer.

2. ENFORCEMENT

a. These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefitted property. Any such person shall have the right at law or in equity to enforce the restrictions. It is not implied nor at any time will Yamhill County or the City of McMinnville be responsible for the enforcement of these restrictions.

b. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of the land and all persons claiming by, through or under them until ten years from the recording of this document at which time these covenants shall be automatically extended for successive periods of ten years. The owners of at least two-thirds (2/3) of the benefitted properties may, at any time, agree in writing to change these covenants in whole or part, and such agreement is effective when duly recorded in the Yamhill County real property records. Each legally subdivided or partitioned portion of the benefitted property shall entitle its owners to one vote.

c. Invalidation of any of these covenants, restrictions, or conditions by court order, judgment or decree shall in no way affect any of the remaining provisions which shall continue to remain in full force and effect.

d. If a suit or action (including an arbitration) is filed to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to the costs and disbursements provided by statute, any sum which a court (or arbitration tribunal), including any appellate court, may adjudge reasonable as attorney fees.

DATED this 13th day of MARCH, 20__.

WESTFIELD, LLC
An Oregon Limited Liability Company

By [Signature]
Manager

(Notarization on following page.)
STATE OF OREGON  )
                 ) ss
County of Yamhill  )

On the 19th day of MARCH, 2001, personally appeared HOWARD ASTLE, who, being first duly sworn, did say that he is the Manager of WESTFIELD, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON

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DRABKIN AND TANKERSLEY
P.O. Box 625, 701 North Evon Street
McMinnville, Oregon 97128
(503) 472-0344
EXHIBIT “A”

Howard to Westfield legal description, excepting the 5 acres sold to KAMAC (includes this portion of the subdivision.)

EXHIBIT “B”

Option/right of first refusal property up the hill (still owned by Howards)
EXHIBIT "A"

Legal Description:

EXHIBIT "B"


**HILLSDALE SUBDIVISION**

A Subdivision in the Southwest Quarter of Section 12, Township 4 South, Range 4 West, Multnomah Meridian, within the William O. Davis Donation Land Claim No. 69, Parcel 1 of Partition Plat No. 2000-45, City of McMinnville, Yamhill County, Oregon.

**Narrative**

The purpose of this survey is to plot the lots, tracts, easements and rights of ways created from the WESTFIELD, L.L.C. tract to be dedicated as HILLSDALE SUBDIVISION. The WESTFIELD, L.L.C. tract is in the Portland, Oregon, parcel of Partition Plat 2000-45 as described by deed recorded in Yamhill County Instrument No. 200118482. The front of Beachside Dr. on west side of Partition Plat 2000-45 and is established by measuring between two monuments located on the centerline at the west 2nd Street. The exterior boundary lines of this subdivision plat are the same boundaries as shown as Parcel 2 of Partition Plat 2000-45. Tract "A" of this subdivision plat is currently planned to be the next phase of HILLSDALE SUBDIVISION.

**Notes**

(1) This subdivision is subject to covenants, conditions and restrictions recorded in Instrument No. 200118482, Yamhill County Deed Records.

(2) Access directly onto West 2nd Street from Lots 12 through 21 is prohibited.

(3) Lot 1 of this subdivision plat is subject to a Roadway Maintenance Agreement with Parcel 2 of Partition Plat 2000-45 as recorded in Instrument No. 200118483. This agreement affects the roadway between Lot 1 and said Parcel 2 that connects with NW Road.

(4) All lots are subject to documents creating a homeowner's association that assigns maintenance responsibilities of the common landscape areas and any other common ownership features.

(5) Pursuant to City of McMinnville Ord. 2982, a park fee shall be paid by each lot at the time of application for a building permit.

(6) No side of all street right-of-ways are subject to a 10 foot wide public utility easement.

(7) An 11 foot wide private sanitary sewer easement for benefit the property adjacent on the west side of Lots 23 and 24 of this subdivision. Easement affects the southerly 5 feet of Lot 23 and the northerly 6 feet of Lot 24.

(8) Existing 10 foot wide utilities easement from LED L. Howard and MARINE, A. HOWARD to MCMINNVILLE WATER LIGHT per Instrument No. 19990001222.

(9) An 11 foot wide private storm sewer easement for benefit the property adjacent on the west side of Lots 24 and 25 of this subdivision. Easement affects the southerly 6 feet of Lot 24 and the northerly 5 feet of Lot 25.

(10) This subdivision is subject to the Restrictive Covenants, including the terms and provisions thereof, as is more fully described herein, recorded in Instrument No. 199517262.

(11) This subdivision is subject to the Restrictive Covenants, including the terms and provisions thereof, as is more fully described herein, recorded in Instrument No. 199517263.

(12) This subdivision is subject to any covenants, easements and restrictions listed in that deed from WESTFIELD, L.L.C. to KANAC ASSISTED LIVING, L.L.C. and recorded in Instrument No. 200000178.

(13) Those utility easements recorded in Film Volume 1, Page 436 (beneficiaries of McMinnville) and in Instrument No. 1999000133 (beneficiaries of McMinnville Water & Light) are located in that strip of land dedicated to the City of McMinnville in Partition Plat 2000-45.

(14) Lot 1 (the Commercial Site) of this subdivision is encumbered by the provisions of McMinnville Ordinance No. 4506.

(15) This subdivision is encumbered by the provisions of the Hilsdale Planned Development Ordinance, as adopted by the McMinnville City Council.

**Declaration**

KNOW ALL MEN BY THESE PRESENTS that we WESTFIELD, L.L.C., the owner of the lands, is, in fee, and "TOWN CENTER BANK" an Oregon Corporation, is the holder of a Deed of Trust, in said property, as recorded in Instrument No. 200011141, Yamhill County Deed Records, of the lands represented on the attached map and more particularly described in the Survey Certificate and have caused said lands to be surveyed and platted into lots, street right of ways and easements as shown and noted on said plat, in accordance with the provisions of the respective O.R.S. and the standards of the City of McMinnville, to be dedicated as HILLSDALE SUBDIVISION. We the undersigned do hereby dedicate for the public use forever all street right of ways shown on the attached map.

RAYMOND C. KAUFER
Representative for RAB Kauf Investments, L.L.C.
Manager of Westfield, L.L.C.

**Acknowledgment**

STATE OF OREGON.
COUNTY OF YAMHILL.

On this 21st day of March, 2001, personally appeared before me, a Notary Public for the State of Oregon, RAYMOND C. KAUFER, representative for RAB KAUFER INVESTMENTS, L.L.C., which is a member of and is manager of WESTFIELD, L.L.C., an Oregon Limited Liability Company, and that this Declaration was voluntarily signed and sealed by him in behalf of and pursuant to authority of said corporation.

HOWARD N. ASTER
Manager of Westfield, L.L.C.

**Acknowledgment**

STATE OF OREGON.
COUNTY OF YAMHILL.

On this 21st day of March, 2001, personally appeared before me, a Notary Public for the State of Oregon, HOWARD N. ASTER, manager of WESTFIELD, L.L.C., an Oregon Limited Liability Company, and that this Declaration was voluntarily signed and sealed by him in behalf of and pursuant to authority of said corporation.

BRUCE BYANT
President of TOWN CENTER BANK

**Acknowledgment**

STATE OF OREGON.
COUNTY OF YAMHILL.

On this 21st day of March, 2001, personally appeared before me, a Notary Public for the State of Oregon, BRUCE BYANT, President of TOWN CENTER BANK, on Oregon Corporation, and that this Declaration was voluntarily signed and sealed by him in behalf of and pursuant to authority of said corporation.

NOTARY PUBLIC

[Stamp]

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