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VACATION AND RESTATEMENT  
OF THE  
SUPPLEMENTS AND AMENDMENTS  
TO THE  
“DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS”  
FOR THE  
HARMAN MINOR IMPACT SUBDIVISION  
AND  
HARMAN PARK SUBDIVISION

THIS “VACATION AND RESTATEMENT” is made this 7<sup>th</sup> day of November, 2005 by Harman Artist, LLC, a Colorado limited liability company (“Declarant”), Fred Harman Art Museum Inc., a Colorado corporation, Fred C. Harman, III and Norma Harman.

WHEREAS, on the 01/30/03, the Declarant recorded a “Declaration of Restrictions and Grant of Easements for Harman Minor Impact Subdivision” at Reception No. 20300810 in the Office of the Clerk and Recorder of Archuleta County, Colorado (the “Declaration”). Capitalized terms that are used, but not defined, herein shall have the meanings ascribed to them in the Declaration;

WHEREAS, at the time the Declaration was recorded, Declarant was the sole owner of all land described in the Declaration, to wit: Lots 1, 2 and 3, Harman Minor Impact Subdivision, as set forth in Plat No. 646-646A recorded September 18, 2002 as Reception No. 20208444, in the Office of the Clerk and Recorder of Archuleta County, Colorado (the “Project”).

WHEREAS, the Declarant thereafter sold Lot 1 of the Project to the Wells Fargo Bank West, N.A. (now known as Wells Fargo Bank, N.A.) and sold Lot 2 of the Project to Coyote Growth Management, LLC;

WHEREAS, the Declarant recorded two “Supplements,” two “Amendments” and a plat entitled “Harman Park Subdivision Final Plat,” all relating to the Declaration and the Project. These documents were recorded after the conveyance of Lots 1 and 2 of the Project but without the written consent of the owners of Lots 1 and 2. The Supplements, Amendments and Plat described herein have created confusion and disputes as to whether those documents encumber the title of said Lots 1 and 2;

WHEREAS, the parties hereto desire to vacate the Supplements and Amendments and resolve any confusion in title occurring after the recording of the original Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

JERRY VENN  
P.O. Box 246  
PALOSA SPRINGS, CO  
81147



**SECTION I: AMENDMENTS BINDING ON ALL LOTS.**

The parties hereto agree that the amendments set forth in paragraphs 1, 2, 3 and 4, below, shall be binding on all Lots in the Project, as the Project is expanded by the terms of paragraph 1, below.

**1. Annexation of Land.** Section 6.5 of the Declaration permits the Declarant to annex additional lands to the Project and to thereby subject those lands to the terms of the Declaration. The land that could be annexed was depicted, but not legally described, in Exhibit B to the original Declaration recorded 01/30/03. A plat entitled "Harman Park Subdivision Final Plat" was recorded 12/21/04 at Reception No. 20412244 in the Office of the Clerk and Recorder of Archuleta County, Colorado, a/k/a Plat File No. 718 and 718A (the "Harman Park Plat"). The Harman Park Plat was intended to satisfy the requirements of Section 6.5 of the Declaration, but only as to part of the land depicted on the Harman Park Plat. Part of the land depicted on the Harman Park Plat is not owned by the Declarant but is instead owned by Fred C. Harman, III and Norma Harman or by Fred Harman Art Museum Inc. The parties hereto, constituting all of the Owners of the land described in the Harman Park Plat (other than Lots 1 and 2), acknowledge and agree that only those Lots and Parcels listed in paragraph 2, below, were intended to be annexed to the Project and made subject to the Declaration (excepting Lots 1 and 2, which were already part of the Project and subject to the Declaration). Hereinafter, the term "Project" shall refer to all of the Lots and Parcels listed in paragraph 2, below.

**2. Reallocation of Lot Area.** Section 6.5 of the Declaration requires the Declarant, upon annexation of additional land to the Project, to recalculate the relative Lot Area of each Lot in the Project. The Lot areas of the Project were initially set forth in Section 1.1(h) of the Declaration. Accordingly, the parties hereto agree that the chart of relative Lot areas in Section 1.1(h) of the Declaration is hereby replaced in its entirety with the following chart of relative Lot areas. All other terms of Section 1.1(h) of the Declaration shall remain in effect and unchanged.

<u>Lot Number</u>	<u>Lot Area</u>	<u>Percent of Total</u>
Parcel 1	3.08 (not included in percentage calculation)	
Parcel 2	<del>0.44</del> <del>0.04</del> (not included in percentage calculation)	
1	1.34 acres	4.6%
2	0.47 acres	1.6%
D-1	2.43 acres	8.3%
D-2	0.55 acres	1.9%
D-3	0.53 acres	1.8%
D-4	0.58 acres	2.0%
D-5	0.61 acres	2.1%
D-6	0.41 acres	1.4%
D-7	0.42 acres	1.4%
D-8	0.49 acres	1.7%



E	7.23 acres	24.8%
F	5.00 acres	17.1%
G	3.86 acres	13.2%
H-1	0.63 acres	2.2%
H-2	0.71 acres	2.4%
H-3	0.67 acres	2.3%
H-4	0.63 acres	2.2%
H-5	0.81 acres	2.8%
H-6	0.62 acres	2.1%
H-7	0.56 acres	1.9%
H-8	<u>0.66 acres</u>	<u>2.3%</u>
Total	29.2 acres	100%

3. **Plat of Annexed Land.** Section 6.5 of the Declaration requires, as a condition to annexation of additional land, the filing for record a plat or map approved by all requisite governmental authorities dividing such annexed real property into Lots. The parties hereto hereby represent and warrant that the plat entitled "Harman Park Subdivision Final Plat" recorded 12/21/04 at Reception No. 20412244 in the Office of the Clerk and Recorder of Archuleta County, Colorado, a/k/a Plat File No. 718 and 718A, satisfies the requirements of Section 6.5 of the Declaration.

4. **Vacation of Prior Recorded Documents.** This "Vacation and Restatement" is intended to supersede and restate, in their entirety, the documents listed in the chart below, all of which were recorded in the Archuleta County, Colorado records. All parties hereto agree that the following documents are of no force and effect and, upon recording this "Vacation and Restatement," shall have no future effect on the title to any Lots in the Project and need not be listed as exceptions to title to any Lots or other portion of the Project.

Document Title	Date Recorded	Reception No.
Supplemental Declaration to Declaration of Restrictions and Grant of Easements	12/21/04	20412250
Corrected Supplemental Declaration to Declaration of Restrictions and Grant of Easements	04/14/05	20503373
First Amendment to Declaration of Restrictions and Grant of Easements	12/21/04	20412249
Second Amendment to Declaration of Restrictions and Grant of Easements	06/08/05	20505545



**SECTION II: AMENDMENTS BINDING ON ALL LOTS EXCEPT LOTS 1, 2 AND H-2.**

The parties hereto agree that the amendments set forth in paragraphs 6, 7 and 8, below, shall be binding on all Lots in the Project (described in paragraph 2, above) except Lots 1, 2 and H-2. Only the terms of the original Declaration, as amended by paragraphs 1, 2, 3 and 4 above, shall to apply to Lots 1, 2 and H-2 in the Project.

**5. Name of Project.** The Project was originally known as the “Harman Minor Impact Subdivision” according to the plat recorded 09/18/02 at Reception No. 20208444, Archuleta County, Colorado records, a/k/a Plat File No. 646-646A. The plat recorded 12/21/04 at Reception No. 20412244 was entitled “Harman Park Subdivision.” To avoid confusion, Lots 1 and 2 shall continue to be described by reference to the plat of the Harman Minor Impact Subdivision recorded 09/18/02 at Reception No. 20208444, Archuleta County, Colorado records. All other Lots and Parcels in the Project (i.e., all Lots and Parcels except Lots 1 and 2) shall be described by reference to the plat of the Harman Park Subdivision according to the plat thereof recorded 12/21/04 at Reception No. 20412244 Archuleta County, Colorado records.

**6. Maintenance Director as to All Lots Except Lots 1, 2 and H-2.** Article IV, Section 4.8, Maintenance Director, is hereby amended in its entirety as to all Lots except Lots 1, 2 and H-2. As amended, said Section 4.8 shall read as follows:

**4.8. Maintenance Director:** The initial Maintenance Director shall be the Declarant. The Maintenance Director shall have the right, upon giving ninety (90) days’ prior written notice to the Owners of the Project, to resign as Maintenance Director, in which event the Owners shall appoint another person to be the Maintenance Director by majority vote of the Owners. The salary of the Maintenance Director shall be determined by majority vote of the Responsible Lot Owners and shall be a liability of the Responsible Lot Owners. The Maintenance Director may be terminated by majority vote of the Owners.

**7. Article VII Open Space.** The Declaration is hereby amended as to all Lots except Lots 1, 2 and H-2, by adding a new Article VII relating to Open Space, which Article VII shall read as follows:

**ARTICLE VII OPEN SPACE.**

**7.1.** The term “Open Space” as used herein refers to Parcels 1 and 2 as depicted the Harman Park Subdivision Final Plat recorded 12/21/04 at Reception No. 20412244 in the Archuleta County, Colorado records. The term Open Space includes all fixtures, improvements and sewer system in the right-of-ways and utility easements and also includes trails, subdivision signs, the round-about at the entrance to the subdivision and non-native plants.



7.2. The Declarant intends to make a gift of Parcels 1 and 2 to the Town of Pagosa Springs, Colorado but, by agreement with the Town, except as otherwise provided herein, the maintenance and upkeep of Parcels 1 and 2 shall be the responsibility of the "Responsible Lot Owners" (as defined below) and their Prime Lessees. The term "Responsible Lot Owners" shall mean the Owners of all Lots in the Project except Lots 1, 2 and H-2 in the Project. The Owners (or Prime Lessees) of Lots 1, 2 and H-2 in the Project shall not be deemed to be Responsible Lot Owners and Lots 1, 2 and H-2 in the Project shall not be deemed Responsible Lots and shall have no obligation to contribute toward Open Space expenses.

7.3 The Maintenance Director shall contract for and pay for all maintenance expenses and other expenses for the upkeep of the Open Space. The Maintenance Director shall also contract for insurance, if necessary, on the Open Space. The Maintenance Director shall exercise his best efforts in good faith to insure that all contracts for Open Space maintenance or insurance shall be upon terms, in amounts and at rates that are reasonable and competitive for the Pagosa Springs, Colorado area.

7.4 Within sixty (60) days after the date any person or entity purchases a Responsible Lot or any Prime Lessee leases a Responsible Lot, and thereafter by March 31st of each calendar year, the Maintenance Director shall endeavor to submit to each Responsible Lot Owner (or its Prime Lessee) a statement showing the total Open Space expenses for the previous calendar year and each Responsible Lot Owner's allocable share thereof and the annual budget for Open Space expenses (the "Open Space Budget") for the then current calendar year and each Responsible Lot Owner's allocable share thereof. The Maintenance Director's failure to provide such reconciliation and Open Space Budget by that date shall not excuse any Responsible Lot Owner or its Prime Lessee from its obligation to pay its share of Open Space expenses. Within thirty (30) days after receipt of the annual Open Space Budget, each Responsible Lot Owner or its Prime Lessee shall pay its share of the Open Space expenses.

7.5 The Maintenance Director shall operate, maintain and repair the Open Space during each maintenance Open Space Budget year in accordance with the Open Space Budget submitted to the Responsible Lot Owners and shall not incur any expense not included in the Open Space Budget, subject to Sections 7.6 and 7.7, without the written permission of Responsible Lot Owners owning a majority of the Responsible Lot Area. Notwithstanding the foregoing, the Maintenance Director shall be entitled to exceed the Open Space Budget by not more than five percent (5%), in the aggregate, for all items without prior written approval from Responsible Lot Owners owning a majority of the Responsible Lot Area.



7.6 If the Maintenance Director is required to incur an extraordinary cost or expense during any maintenance Open Space Budget year for the emergency repair or replacement of any portion of the Open Space which expense has not been set forth in a Open Space Budget, each Responsible Lot Owner shall pay to the Maintenance Director its share of such costs or expenses within thirty (30) days of receipt of the Maintenance Director's statement and reasonable backup documentation therefore. For purposes of this Section 7.6 an "emergency" necessitating repair or replacement shall be one which presents an imminent threat or danger of irreparable harm to person or property as to which a delay would cause further threat or damage or would further endanger person or property.

7.7 If the Maintenance Director reasonably deems it necessary to incur an extraordinary cost or expense for the repair or replacement of any portion of the Open Space which expense has not been set forth in any Open Space Budget and which repair or replacement is not an emergency, the Maintenance Director shall request written approval of such expenditure from Responsible Lot Owners and their Prime Lessees as far in advance of such repair or replacement as is reasonably possible and such approval shall not be unreasonably withheld, conditioned or delayed. Written approval from Responsible Lot Owners owning a majority of the Responsible Lot Area is sufficient.

7.8 The proportionate share of total Open Space expenses to be borne by each Responsible Lot Owner for any maintenance year shall be that percentage set forth below:

Responsible Lot Number	Responsible Lot Areas (acres)	Percent of Total
D-1	2.43 acres	9.1%
D-2	0.55 acres	2.1%
D-3	0.53 acres	2.0%
D-4	0.58 acres	2.2%
D-5	0.61 acres	2.3%
D-6	0.41 acres	1.5%
D-7	0.42 acres	1.6%
D-8	0.49 acres	1.8%
E	7.23 acres	27.1%
F	5.00 acres	18.7%
G	3.86 acres	14.4%
H-1	0.63 acres	2.4%
H-3	0.67 acres	2.5%
H-4	0.63 acres	2.4%
H-5	0.81 acres	3.0%
H-6	0.62 acres	2.3%



H-7	0.56 acres	2.1%
H-8	0.66 acres	2.5%
Total	26.69 acres	100%

7.9 In the event any Responsible Lot Owner (or its Prime Lessee) fails or refuses to pay when due its share of any bill for the Open Space maintenance and insurance expenses described above, which failure continues for a period of thirty (30) calendar days after receipt of written notice thereof, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting Responsible Lot Owner by the Maintenance Director or other person paying the maintenance or insurance expenses of the defaulting Responsible Lot Owner (“Curing Party”) for reimbursement plus interest from and after the date said bill was due and payable to and including the date said bill is paid at a rate equal to the lesser of (i) the highest rate allowed by law, or (ii) eighteen percent (18%) per annum (the lesser rate being hereinafter referred to as the “Default Rate”). Furthermore, the Maintenance Director or Curing Party, as the case may be, shall have a lien on the lot of the defaulting Responsible Lot Owner for the amount of said expenses plus accrued interest as set forth above; provided, however, that if in the sole determination of the Maintenance Director, there is a bona fide dispute as to the existence of such default or of the amount due, and if all undisputed amounts are paid, there shall be no right to place a lien on such Responsible Lot until such dispute is settled by final court decree or mutual agreement.

7.10 In the event the Maintenance Director is required to pursue legal action in order to collect any amounts due from any Responsible Lot Owner or its Prime Lessee for Open Space expenses, the Maintenance Director, provided he is the prevailing party in any such action or proceeding, shall be entitled to recover from the defaulting Responsible Lot Owner or its Prime Lessee in any such action or proceeding its reasonable costs and attorney fees as determined by the court in the same or a separate proceeding.

7.11 Notwithstanding anything in this Article VII to the contrary, in the event that Parcels 1 and 2 are not maintained to the satisfaction of the Town of Pagosa Springs, the Town may take appropriate action to provide the necessary maintenance and upkeep on said parcels and may bill the Maintenance Director for all such costs of maintenance and upkeep. Such costs or expenses shall be treated as an extraordinary cost or expense under Section 7.6 hereof and shall be billed to and paid by the Responsible Lot Owners and their Prime Lessees as provided in that Section.



8. **Article VIII Architectural Review Committee.** The Declaration is hereby amended as to all Lots except Lots 1, 2 and H-2, by adding a new Article VIII relating to an Architectural Review Committee, which Article VIII shall read as follows:

**ARTICLE VIII ARCHITECTURAL REVIEW COMMITTEE.**

**8.1. Committee and Guidelines:** There is hereby established an Architectural Review Committee (hereinafter "ARC"), which shall be responsible for the establishment and administration of design guidelines and construction criteria (the "ARC Guidelines") to facilitate the development of the Responsible Lots. All such ARC Guidelines shall be deemed building restrictions on the Responsible Lots and will be binding on the Responsible Lot Owners. The ARC may amend, vary, repeal, and augment the ARC Guidelines from time to time, in the ARC's sole discretion based on concerns for good planning and design, the aesthetic, architectural and environmental harmony of the Project or other factors as necessary or desirable to fulfill the intent of the ARC Guidelines. The ARC Guidelines shall be binding only on the Responsible Lot Owners and their Prime Lessees.

The ARC Guidelines may include, among other things, those restrictions and limitations set forth below:

8.1.1. Requirements pertaining to building set backs or building envelopes, building orientation, height, exterior building materials, and mechanical equipment.

8.1.2. Requirements for site considerations, including traffic circulation, parking and loading areas, landscaping, storage, signs, lighting, utility connections, fencing/screening, drainage, refuse and trash receptacles and disposal, and vehicle storage.

8.1.3. Time limitations for the completion, within specified periods after approval, of the improvements for which approval is required under the ARC Guidelines.

8.1.4. Procedures for making application to the ARC for review and approval of any structure or improvement to be erected on a Lot, including the documents, plans and reports to be submitted and the time limits in which the ARC must act to approve or disapprove any submission.

8.1.5. Guidelines regulating construction activities, including without limitation the following: Owner and Contractor responsibilities, construction timing and scheduling, OSHA compliance, use of construction trailers, field offices, portable toilets, trash receptacles, or temporary construction structures, protection of subdivision areas, debris





and trash removal, sanitary facilities, vehicle and parking areas, storage of materials, tools and equipment, blasting, restoration or repair of damage to other property, construction access, dust and noise control, construction signage, daily working hours, conduct and behavior of builders, subcontractors and owner's representatives in the subdivision at any time, the conservation of landscape materials, fire protection and other miscellaneous and general practices.

8.1.6. Provision for application and review fees and construction deposits.

8.1.7. Provisions for variances from the ARC Guidelines.

**8.2. Composition of Architectural Review Committee:** The ARC shall consist of a minimum of one member and a maximum of three members. So long as the ARC remains a committee of one, the Declarant shall be that member. The Declarant, in his sole discretion, may appoint other members to the ARC who may but shall not necessarily be Owners of Responsible Lots in the Project. The Declarant may remove any ARC member from time to time in his sole discretion. An ARC member may be removed by the Declarant at any time upon written notice, without cause. Subject to the one member minimum and three member maximum, the Declarant may increase or decrease the size of the ARC from time to time in his sole discretion. The Declarant may hire or appoint a secretary for the ARC, and may provide appropriate compensation for such secretarial services which shall constitute an Open Space expense and be charged to the annual Open Space Budget for the Responsible Lot Owners referred to in Article VII of the Declaration.

**8.3. Guideline Compliance:** The ARC may establish policies and procedures to insure compliance with the ARC Guidelines and accompanying rules and regulations.

**8.4. Plans and Specifications:** All plans and specifications for any structure or improvement to be erected upon a Responsible Lot in the Project, and the proposed location thereof on the Responsible Lot, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations or additions thereto on any Responsible Lot shall be subject to and shall require ARC approval in writing before any such work is commenced.

**8.5. Nonliability:** Neither the ARC nor any architect or agent thereof including the Maintenance Director or the Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for



any structural or other defects in any work done according to such plans and specifications. Approval by the ARC shall not be deemed to constitute compliance with the requirements of the rules, regulations and building codes of the Town of Pagosa Springs or Archuleta County and any other applicable state or federal agencies and it shall be the responsibility of the Responsible Lot Owner or any representative submitting plans to the ARC to comply therewith. The Responsible Lot Owner must obtain all approvals, licenses and permits prior to the commencement of construction.

**8.6. Enforcement:** All ARC Guidelines, rules and regulations shall be enforced following the procedure set forth in Article IV, Section 4.9 of the Declaration.

**8.7. Expenses:** Except as provided in this section below, all expenses of the ARC shall be paid by the Responsible Lot Owners and shall constitute an Open Space expense to be included in the annual Open Space Budget chargeable to Responsible Lot Owners referred to in Article VII, Section 7.4 of the Declaration, as amended. The ARC shall have the right to charge a fee for each application submitted to it for review in an amount which may be established by the ARC from time to time and such fees shall be collected by the ARC or its agent (Maintenance Director) to help defray the expenses of the ARC's operation.

**8.8. Delegation of Functions:** The ARC shall have the right, but never the obligation, to delegate one or more of its functions to the Maintenance Director. The delegation of such functions and the limitations thereon may be made by the ARC from time to time in its discretion. Such delegated functions may include, but are not limited to the following: The receipt and review of applications for building permits which may include review of site plans, drainage reports, architectural plans and specifications, landscaping, lighting, and signage, review of variance requests, monitoring compliance with the construction criteria and guidelines for the Responsible Lots, attendance at pre-construction conferences, approval of contractor sanitary facilities, approval and designation of parking for construction crews, construction vehicles and machinery, approval of construction signage, monitoring of any blasting activities on site, and policing designated working hours. Although the Maintenance Director may make recommendations as to approval or disapproval of the application package including plans and specifications, the final decision approving or disapproving the plans shall be made by the ARC.

**8.9. Disapproval:** The ARC shall have the right to disapprove any proposed improvements, plans, specifications or details submitted to it in the event the same are not in accordance with all the provisions of the



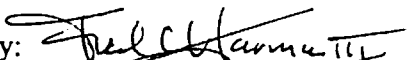
ARC Guidelines, if the siting, design and appearance of the proposed improvement or other structure is not in harmony with the general surroundings or with adjacent improvements or structures, if the plans and specifications submitted are incomplete, or in the event the ARC deems the plans, specifications or details, or any part thereof to be incompatible with the ARC Guidelines or contrary to the interest, welfare or rights of all or any part of the Project or the Owners thereof. The ARC shall not arbitrarily or unreasonably withhold approval of plans and specifications, and if plans are disapproved, disapproval shall be accompanied by suggested changes, which if adopted, would result in approval. The ARC shall establish a reasonable time limit policy for such action.

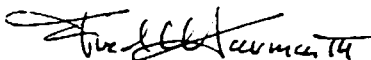
**SECTION III: MISCELLANEOUS.**


9. **Affirmation of Recitals and Declaration.** The parties hereto acknowledge the correctness of the recitals set forth herein. Except as amended herein, the terms, provisions and conditions of the Declaration, as originally recorded, remain as set forth in the document recorded 01/30/03 at Reception No. 20300810 in the Office of the Clerk and Recorder of Archuleta County, Colorado.

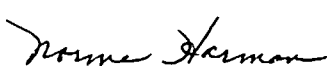
10. **Recording.** This Vacation and Restatement shall be recorded in the Office of the Clerk and Recorder of Archuleta County, Colorado.

HARMAN ARTIST, LLC.,  
 a Colorado limited liability company

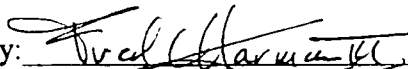
By:   
 Fred C. Harman, III, Manager

  
 Fred C. Harman, III, Individually

By:   
 Norma Harman, Manager

  
 Norma Harman, Individually

FRED HARMAN ART MUSEUM INC.,  
 a Colorado corporation

By:   
 Fred C. Harman, III, President



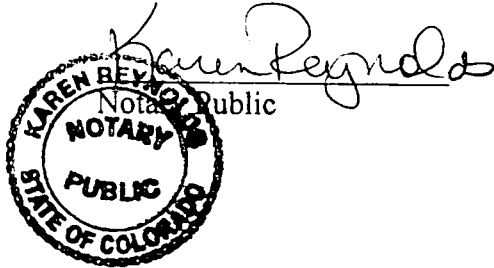
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June Madrid  
Archuleta County

STATE OF COLORADO }  
                                  }ss.  
COUNTY OF ARCHULETA }

The foregoing instrument was acknowledged before me this 7th, day of November, 2005, by Fred C. Harman, III, both individually and as a Manager of Harman Artist, LLC., a Colorado Limited Liability Company.

WITNESS my hand and seal.  
My Commission Expires: 10-21-08

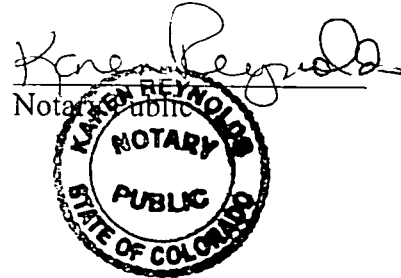


STATE OF COLORADO }  
                                  }ss.  
COUNTY OF ARCHULETA }

My Commission Expires 10/21/2008

The foregoing instrument was acknowledged before me this 14th, day of November, 2005, by Fred C. Harman, III, as President of Fred Harman Art Museum, Inc.

WITNESS my hand and seal.  
My Commission Expires: 10-21-08



STATE OF COLORADO }  
                                  }ss.  
COUNTY OF ARCHULETA }

My Commission Expires 10/21/2008

The foregoing instrument was acknowledged before me this 14th, day of November, 2005, by Norma Harman, both individually and as a Manager of Harman Artist, LLC., a Colorado Limited Liability Company.

WITNESS my hand and seal.  
My Commission Expires: 10-21-08

Karen Reynolds  
Notary Public



My Commission Expires 10/21/2008