



14 PGS:AL-RESTRICTIVE COVENANTS	
KRISTI BATCH: 135936	12/13/2017 - 08:30 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	70.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	72.00

STATE OF TENNESSEE, ROANE COUNTY
SHARON BRACKETT
 REGISTER OF DEEDS

This instrument was prepared by:
 Melanie E. Davis, Attorney
 Kizer & Black, Attorneys, PLLC
 329 Cates Street
 Maryville, Tennessee 37801

AMENDED AND RESTATED PROTECTIVE COVENANTS FOR
 MARBLE BLUFF, A RESIDENTIAL SUBDIVISION

THESE AMENDED AND RESTATED PROTECTIVE COVENANTS FOR MARBLE BLUFF SUBDIVISION, A RESIDENTIAL SUBDIVISION ("Amended Covenants"), were made and entered into on this the 1st day January, 2018, by a majority of the owners amending and restating prior Restrictions of record for Marble Bluff Subdivision in Deed Book S, Series 19, Page 813 in the Register of Deeds Office for Roane County, Tennessee, recorded on October 13, 1999 ("Original Covenants").

WITNESSETH:

THAT WHEREAS, Annotations to Protective Covenants for Marble Bluff Subdivision were recorded in Book 1255, Page 782 on November 14, 2007, in the Register of Deeds Office for Roane County, Tennessee ("Annotations"), and

WHEREAS, the Original Covenants provided in last paragraph on the first page that the Covenants were to be in effect until January 1, 2018, at which time said Original Covenants shall be automatically extended for successive period of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change said Original Covenants in whole or in part, and

WHEREAS, a majority of the owners have voted (as is evidenced on the certificate of vote of the membership attached hereto) in favor of adoption of these Amended and Restated Protective Covenants for Marble Bluff, a Residential Subdivision, as stated below, and said owners hereby repeal the Original Covenants and the Annotations thereto and adopt in their place the following as the Amended Covenants to bind the Property described herein.

WHEREAS, certain real estate is located in the Third (3rd) Civil District of Roane County, Tennessee, as shown by plats of record for Marble Bluff, a Residential Subdivision development, as further referenced in the Original Covenants and Annotations and other documents of record as being bound by the Original Covenants and Annotations ("Property"), and

WHEREAS, these Amended Covenants govern the same Property as the Original Covenants and the Annotations, and

WHEREAS, each and every person who shall hereafter own a lot in said subdivision shall own their property subject to these Amended Covenants governing and regulating the use and occupancy of the property at issue. It is hereby acknowledged that these Amended Covenants run with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefit derived to each owner and every subsequent owner of lots in the subdivision, the following are established as the Amended and Restated Protective Covenants for Marble Bluff, a Residential Subdivision, to apply to all of said lots in the property and all persons owning such lots now or hereafter.

These Amended Covenants are to take effect immediately upon recording and shall be binding on all parties and all persons who from time to time may be owners of said lots in the subdivision until January 1, 2028, at which time said Amended Covenants shall be automatically extended for successive period of ten (10) years thereafter unless by vote of a majority of the then owners of lots it has agreed to change said Amended and Restated Protective Covenants in whole or in part. Amendment to these Amended Covenants may also be made pursuant to Covenant 28 herein.

COVENANT 1 – RESIDENTIAL AREA USE AND BUILDING TYPE

1. Construction on and use of lots must be residential in nature.
2. No more than one single family dwelling, not to exceed two stories above basement level, can be constructed on a lot.
3. One story dwellings must contain a minimum of 1600 sf of heated living area, which does not include any basement, porches, or garages. One story and two story homes are defined as the number of levels above grade as viewed from the front street.
4. Two story dwellings must contain a minimum of 1500 sf of heated living area on the main floor and a minimum total of 1800 sf of heated living area on both floors, not to include any unheated basement, porches, or garages.
5. All measurements are interior and do not include exterior walls.

COVENANT 2 – CONSTRUCTION PROVISIONS AND HEATED LIVING AREA PARAMETER

1. Construction, at the time it is started, must equal or exceed the current requirements and provisions of the International Residential Code currently adopted in Roane County, Tennessee.
2. To be considered heated living area, there must be at least five feet of clear headroom in the area at issue.

COVENANT 3 – SETBACK AND BUILDING LOCATIONS

1. No part of a building may be located closer than 35 feet from a front tract line (street right of way) or closer than 35 feet from any side street line (street right of way).
2. No part of a building may be located closer than 10 feet from a side/interior property line or closer than 20 feet from a rear tract line provided that the lot is not traversed by the 745' contour line.
3. If the rear tract line is the 745' contour line there must be at least a distance of 10 feet separation from the 750' contour line unless permitted otherwise by TVA or other governing agency with jurisdiction over the issue.
4. Lots bordered by the lake may not have structures located below the 750 feet elevation unless specifically permitted by TVA or other governing agency with jurisdiction over the issue.

COVENANT 4 – GARAGES

1. A private detached or attached garage may be constructed, however:
 - a. it must be made of the same or similar materials as the main dwelling;
 - b. it must conform to the architectural style of the main dwelling;
 - c. it must be fully enclosed; and
 - d. it must be approved by the Architectural Control Committee ("ACC") prior to beginning construction. (See Covenant 26)
2. The garage must be constructed at the same time or after the main dwelling, i.e. garage may NOT be constructed before the house is constructed.

COVENANT 5 – OUTBUILDINGS

1. A separate detached storage building, workshop, or other type of outbuilding may be constructed of the same or similar materials to the main dwelling, but only if building plans, specifications and a site plan are submitted to and approved by the ACC prior to beginning construction. (See Covenant 26). Outbuildings must be fully enclosed.
2. The outbuilding must be constructed at the same time or after the main dwelling, i.e., an outbuilding may NOT be constructed before the house is constructed.

COVENANT 6 – TIME CONSTRAINTS FOR CONSTRUCTION

1. All exterior construction upon all lots must be completed to included driveway, windows, doors, siding, and roof within one year of commencement of construction.
2. "Commencement of construction" occurs when ground is broken to establish the foundation of the structure.

3. If construction is halted after ground is broken, the site shall be restored to a safe condition; i.e., no open trenches or other unsafe condition.

COVENANT 7 – MAINTAINING SUBDIVISION STREETS AND BUILDING SITES

1. Both the lot owner and any person undertaking construction (builder) on a lot are responsible for maintaining the continued cleanliness of the adjacent street(s) and repairing any damage that results to the street during the construction period.
2. Debris such as construction materials, gravel or rock, or dirt or mud, shall be removed from the street continually. Concrete waste from rinsing concrete trucks shall not be dumped on adjacent lots and disposition of the same shall be properly effected by the builder or owner.
3. Once construction begins, all trash and /or building debris must be timely hauled away or placed in a construction dumpster in a timely manner.

COVENANT 8 – CULVERTS

1. Construction of any driveway must not create a drainage problem or significantly change the natural drainage pattern.
2. Where appropriate, a culvert that has been approved by the governing governmental agency (Roane County Highway Dept) must be installed.

COVENANT 9 – EXTERIOR REQUIREMENTS

1. Exterior walls of all structures must consist of new wood, logs, hard-coat stucco, brick, stone, vinyl or other material and colors must be approved by the ACC.
2. Aluminum siding is not permitted.
3. All propane tanks, with the exception of 50lb or smaller tanks (for recreational use) must be situated so they are not visible from the street.

COVENANT 10 – EXTERIOR WALLS ABOVE GROUND

1. No exposed concrete block shall remain on any exterior wall above ground.
2. Exposed concrete block shall be stuccoed and painted or covered with material approved by the ACC.

COVENANT 11 – FOUNDATIONS

Foundations for dwellings, porches, garages and outbuilding shall be fully enclosed at the exterior walls with materials approved by the ACC.

COVENANT 12 – RESTRICTIONS ON TEMPORARY AND PERMANENT RESIDENCES OR STORAGE STRUCTURES

1. Trailers (including utility trailers), buses, mobile homes, double-wide mobile homes, pre-fabricated homes, modular homes, or any derivative of these are prohibited if:
 - a. Visible from the street as viewed from the street in front of the house; or
 - b. Used for storage or residence on a temporary or permanent basis.
2. Lot owners may not reside in an RV or camping structure or vehicle on their lot at any time, including during construction of their home.
3. Visitors of Marble Bluff Home Owners who are traveling/staying in an RV/Motorhome may park the RV/Motorhome in the driveway of the homeowner for up to 14 days, up to two times per calendar year. The RV/Motorhome must be parked in close proximity to the house. The Homeowner must also inform in advance of the stay the Marble Bluff Property Owners' Association (MBPOA) Board of the dates the RV/Motorhome will be present.

COVENANT 13 – SWIMMING POOLS

No above-ground swimming pool shall be permitted on any lot and no swimming pool originally designed for above-ground use may be installed on any lot, except for "kiddie pools" which are no larger than 60" in diameter or deeper than 18".

COVENANT 14 – NUISANCES

1. Any activity that creates a noxious or offensive situation is not allowed on any lot.
2. Any activity that creates an annoyance or nuisance to the neighborhood is prohibited. Nuisance is defined as the unreasonable, unwarranted, or unlawful use of one's property in a manner that substantially interferes with the enjoyment or use of another individual's property, without an actual trespass or physical invasion to the land.
3. Overnight parking is not allowed on the shoulder of the road.

COVENANT 15 – COMMERCIAL USE

1. Except as stated below, no store, tavern, or other public, commercial, industrial, or professional business may be maintained, established, conducted or permitted on any residential lot in the subdivision.
2. Home businesses that do not require visitation by the general public are permitted.
3. Rentals - No more than 10% of the total number of lots in the subdivision as a whole can be used as rental properties at any given time. All owners wanting to rent homes on these lots shall file an application with the Board and await permission before renting a residence located on a lot. All rentals of houses at the time of the recording of this document are grandfathered and will be allowed to

continue for the remainder of any lease terms in effect. The Board will maintain a waiting list for any owners desiring to rent their houses on lots on a first come first served basis. No house on any lot can be rented for a term of more than 365 consecutive days. All leases for lots with houses in the subdivision shall be in writing with a copy provided to the Board in advance of the commencement of the lease term.

COVENANT 16 – MAINTENANCE

1. Lot owners are required to maintain and groom their lot or lots in a neat and sanitary condition.
2. Lawns on developed lots should be mowed and trimmed on a regular basis; undeveloped lots must have grass cut a minimum of twice a year (once in the Spring and once in the Fall).
3. Lots with residences must be maintained and groomed in such a manner that it would not be considered an eyesore (Example: mildew on the exterior of a house) or nuisance to other property owners (See Covenant 14).
4. Accumulations of trash, garbage, or rubbish must be removed or disposed of promptly.
5. Dumpsters or other proper container should be provided for construction refuse.
6. Junked, inoperative, or unlicensed vehicles shall not be stored or kept on any lot for more than 30 days unless housed or kept in a garage as described in Covenant 5.

COVENANT 17 – PETS, LIVESTOCK, POULTRY AND OTHER ANIMALS

1. Livestock (horses, cattle, sheep, swine, etc.) shall not be kept or maintained on any lot.
2. Household pets, such as dogs and cats are permitted so long as they are not kept or maintained for commercial purposes.
3. Pet enclosures (containment areas) that are in any part visible from the street must be approved by the Board. Wire/chain link enclosures are not permitted.
4. Placement of pet enclosures must also be approved by the ACC.
5. No domestic pets shall be permitted to run at large so as to become a nuisance to other lot owners or endanger existing wildlife, i.e. All pets must be on a leash or otherwise restrained when outside the confines of its owner's property.
6. No trapping of wildlife or discharging of firearms for the purpose of hunting or target practice is permitted within the subdivision. This does not revoke or amend Second Amendment rights to protect self and home.

COVENANT 18 – SIGNS

1. In general, signs may not be displayed to the public view on any tract with the following exceptions:

- a. One professional sign of not more than five square feet advertising property for sale, open house or signs used by a builder to advertise the property during construction and/or sales period.
- b. Election signs of not more than five square feet may be placed in a yard temporarily, two weeks prior to an election and should be removed the day after the election.
- c. Other temporary signs, of not more than five square feet, announcing birthday parties, garage/yard sales, family reunions, etc., may be placed in the yard the day before the event and should be removed the day after the event is concluded.
- d. A temporary sign announcing a community work day may be placed at the entrance to the subdivision seven days before the event and removed on the day after the event.
- e. Small professional signs of companies providing home security may be discreetly placed in yard.

COVENANT 19 – SEWAGE DISPOSAL

1. Individual sewage disposal systems on lots must be approved by and maintained to meet the requirements of the Tennessee Department of Health.
2. A portable toilet must be available on all construction sites as required by law.

COVENANT 20 – FENCES

1. All fencing and walls must be attractive and consistent with the color and materials used on the main dwelling and must be approved by the ACC before installation commences.
2. Fences may not extend into the front yard of a residence which shall be defined as being beyond the front corners of the main dwelling.
Except as otherwise provided herein, chain link and other wire fences or gates are not permitted. Black or green vinyl coated wire fences are permitted only behind other approved fences.

COVENANT 21 – DRIVEWAYS

1. All driveways must be paved full width with concrete, asphalt or other materials approved by the ACC. Loose gravel is not permitted.
2. Driveways and materials must be depicted on the site plan submitted with the building plans for approval by the ACC.
3. Refer to Covenant 8 concerning culvert requirements.

COVENANT 22 – MAILBOXES

1. All mailboxes shall be of similar style with the main dwelling, and kept in good repair, as approved by the ACC.
2. The following are guidelines for mailbox placement:
 - a. When the mailbox has to be located across the street from the residence of developed lots, the owners of the developed lots should be consulted to the placement of the mailbox.
 - b. When mailbox has to be located across the street from the residence of undeveloped lots, the placement should be near the side property line, e.g. not in the middle of the lot where a driveway might be installed in the future.

COVENANT 23 – RECREATIONAL VEHICLES (AND OTHER TRAILERS)

1. Recreational vehicles, including, camping trailers, boats, boat trailers, personal water craft and trailers, utility trailers, motor homes, and the like shall be parked out of sight when viewed from the front of the house or stored off-site.
2. Motorhomes and camping trailers may be parked temporarily in a MPBOA member's driveway for the purpose of loading and unloading. Also refer to Covenant 12.3

COVENANT 24 – FURTHER SUBDIVISION OF LOTS

1. No lot may be further subdivided so as to increase the number of residences on a lot of the original size.
2. Lots may be combined as approved by the Roane County Assessor of Property. Membership dues and voting privileges are based on the original number of lots. Owner(s) of combined lots may construct outbuildings, sheds, garages and such on contiguous lots, provided however, that such combined lot(s) may not be subdivided thereafter.

COVENANT 25 – EASEMENTS

1. The utility access and easements apply and exist for utility company use.
 - a. The easement area is a strip of land seven and one-half feet wide along the front, side, and rear lot lines of each lot.
 - b. No structures, vegetation or plant material, or other materials shall be placed or permitted to remain, or activities undertaken on the easements which may damage or interfere with the usage of these easements for utility purposes.
 - c. These easements are the responsibility of the lot owner to maintain or modify with the approval of Roane County if lots are combined.

COVENANT 26 – ARCHITECTURAL CONTROL

1. The ACC may be comprised of Board of Director members, other members who wish to volunteer, or a combination thereof. The ACC shall consist of at least three members. ACC members shall be appointed by the Board of Directors.
2. No building, structure, improvement, modification or alteration may be erected, placed, or commenced on any lot until building plans, specifications, and a site plan have been approved in writing by the ACC.
3. If the ACC fails to approve the plan within thirty days after plans and specifications have been submitted, plans will be deemed approved.
4. If the ACC disapproves submitted plans, an owner, whose plans were disapproved, may submit a written appeal to the MBPOA Board. If the Board approves the plans, then the ACC will deem the plans approved.
5. A complete set of plans and specifications of the house to be built shall be left with the ACC during the house construction.
6. The ACC is empowered to make decisions that it deems appropriate to insure the highest quality and standards of development to present an attractive and pleasing appearance from all sides and points of view.
7. The ACC has the exclusive power and discretion to approve all buildings, structures, and other improvements and modifications to include, but not limited, to those listed below prior to commencement:
 - a. Residences;
 - b. Other buildings such as garages, outbuildings (storage buildings, sheds, shops, pool houses, barns, etc.);
 - c. Fences;
 - d. Walls;
 - e. Swimming pools
8. A site plan will be required for any construction and may be required for other work overseen by the ACC in the discretion of the ACC, depending on the nature of the work. Building plans and specifications must be complete and show the following:
 - a. Nature
 - b. Kind
 - c. Shape
 - d. Height
 - e. Size
 - f. Materials
 - g. Floor plans
 - h. Exterior color schemes with paint samples
 - i. Location and orientation of on-site sewage and water facilities
 - j. Grading and landscaping that will require changes to the elevation or surface contours of the land.

Hand-sketched changes or alterations to plans will only be accepted only if approved by the ACC. Any changes to approved plans must be signed and dated by the homeowner and the ACC.

9. The ACC shall take into consideration the suitability and desirability of the proposed construction, the materials to be used in construction, the building lot on which the structure will be erected/placed, the quality of the materials and the harmony of the external design with the surrounding neighborhood and existing structures and the effect and appearance of such construction as viewed from neighboring properties. The ACC shall have the absolute and exclusive right to refuse to approve any such building plans, specifications, lot grading and landscaping plans which are unsuitable or undesirable in its opinion for any reason, including purely aesthetic reasons.
10. All new construction plans must be accompanied by a landscape plan in order to ensure proper landscaping on each lot. Landscaping must be installed and maintained pursuant to the approved landscape plan.
11. The ACC shall have the sole right to grant variances from these restrictions, but all variances shall conform to the general purposes and standards of the covenants.

COVENANT 27 – ENFORCEMENT.

If any person shall violate or attempt to violate any of these Amended Covenants, it shall be lawful for the Association or any owner to prosecute in law or equity any person or persons violating or attempting to violate these Amended Covenants and to recover damages for such violation. The recovery of damages shall include, among other damages recoverable at law or equity, the reasonable attorney's fees incurred by the Association or other owner or entity in prosecuting a violation of any of the Amended Covenants. If judgment is entered in favor of Marble Bluff Property Owners Association, Inc., any judgment, including attorney's fees incurred for enforcement, shall be a lien against the violating owner's property if not paid within thirty (30) days of entry of the judgment. Such lien can be collected in the same manner as any assessment hereunder.

Further, in the event that there is a violation of these Amended Covenants other than for non-payment of assessments, the Board has the ability to fine Owners to compel compliance. Prior to enacting a fine, a letter will be sent to the owner asking for compliance within thirty (30) days of the date of the letter. If the property is not brought into compliance, a second letter will be sent stating that if the property is not brought into compliance within an additional thirty (30) days that a fine of Seventy-Five Dollars (\$75.00) will be levied. A Seventy-Five Dollar (\$75.00) fine will accumulate monthly thereafter until the property is in compliance. A lien may be placed on the property to collect the fine which is collectible by the Association in the same manner as an assessment hereunder.

Invalidation of any one or more of the Amended Covenants by any Court Order shall not in any way affect any other provisions of these Amended Covenants which shall remain in full force and effect. The failure to enforce any of the Amended Covenants at the time of the violation shall not be deemed a waiver of the right of further enforcement of any Amended Covenant.

COVENANT 28 – AMENDMENT

These Amended Covenants may be amended upon a vote of the majority of the owners of the lots. Amendments are effective upon recording.

Any actual votes or signature pages need not be recorded so long as any such amendment is accompanied by the verification signed by the appropriate Association representative stating that the original signatures exist and are on file.

There shall be no amendments to this Amended Declaration or any other Declaration or the By-Laws which would impair the validity or superiority of any prior mortgage without the prior written consent of the record holder thereof.

COVENANT 29 – ASSOCIATION AND BY-LAWS

1. There has been formed an Association having the name of Marble Bluff Property Owners Association, Inc. (“Association”). It is a Tennessee not-for-profit corporation. This Association shall constitute the Association of owners in Marble Bluff Subdivision. The Association shall have the power to enforce these Amended Covenants and all other powers described or implied herein. The Association shall have By-Laws. Current bylaws are located in the books and papers of the Association and are not necessarily of record. All owners shall be members of the Association. The Association shall have a Board of Directors consisting of at least three members of the Association. The Board shall be elected by the membership and serve as provided in the By-Laws. The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable. All activities undertaken and funds received by the Association are to be for the use and benefit of the owners. Each owner shall be a member of the Association so long as he is an owner of a lot, said membership automatically terminating upon his ceasing to be an owner, and his successor in interest simultaneously succeeding to his membership in the Association.
2. An owner shall be entitled to one vote for each lot owned. Any two or more persons owning a lot shall designate one as the voting member. Any corporate owner shall designate a particular individual as its voting member. Each voting member shall be entitled to vote all of the lots appurtenant to the lot ownership being voted by him as provided herein at any meeting of the Association in person

or by proxy as provided by the By-Laws. In no event shall more than one vote be cast in respect to any lot.

3. Each owner by acceptance of a deed to a lot or other conveyance, whether or not it shall be expressed in such deed or other conveyance, shall be deemed to covenant to agree to pay the Association (1) annual assessments, (2) special assessments, and (3) other assessments or amounts as provided for in these Amended Covenants or otherwise established by the Board in accordance with these Amended Covenants. Such assessment shall be fixed, established and collected from time to time as hereinafter provided and shall be charged to each lot and be a continuing lien as to each lot. Payment of such assessment shall be a personal obligation of the owner at the time when the assessment becomes due and payable. Personal obligation for delinquent assessments shall not be passed to successors in title unless expressly assumed by them.
4. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners and for improvement and maintenance of any common areas and for services devoted to this purpose, including, without limitation, insurance, maintenance and other common facilities.
5. The Association may level in any year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of construction or reconstruction, maintenance, unexpected repair or replacement of an improvement provided that any such assessments are approved by two-thirds (2/3rds) of the owners who are voting in person or by proxy at a duly called meeting for this purpose.
6. The annual assessments shall be fixed by the Board each year and shall be due and collected as set forth by the Board.
7. All assessments must be based on a uniform rate for all lots. Consolidation of two or more lots will not lower the amount of the assessment due.
8. Assessments not paid on or before the due date shall accrue interest from the due date at a rate of 18% per annum. The owner shall be responsible for all costs associated with collection, including reasonable attorney's fees. No owner may waive or otherwise evade liability for assessments herein by non-use of Common Area or abandonment of his lot. The board may provide for late fees.
9. The lien for assessments and other charges provided for herein shall be subordinate to the lien of any first mortgage deed of trust on such lot.

10. All amounts due and owing to the Association for assessments, fines or any other charges due, with interest and late charges thereon, plus costs of collection including reasonable attorney's fees shall be a lien on a lot. The Association may foreclose the lien at any time and at its option may bid the lot in at foreclosure.

These Amended Covenants are adopted on the date first above written.

MARBLE BLUFF PROPERTY OWNERS ASSOCIATION, INC.:

BY: Cynthia M. Skull

ITS: Secretary

ATTEST:

Klaus D...

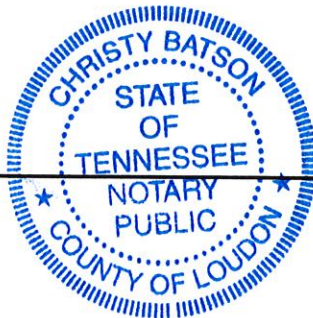
President

STATE OF TENNESSEE)
COUNTY OF London)

Before me, a Notary Public in and for said County, personally appeared Cynthia Skull, with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the Secretary of MARBLE BLUFF PROPERTY OWNERS ASSOCIATION, INC., the within named bargainor, a corporation, and that he/she as such Secretary, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Secretary.

WITNESS my hand and official seal at office this 8th day of Dec., 2017.

My Commission Expires:
09-21-21




Christy Batson
Notary Public

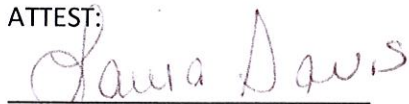
CERTIFICATION OF VOTE OF MEMBERSHIP

Comes now the duly elected Secretary of the Marble Bluff Property Owners Association, Inc. and states under oath that a vote was taken of the lot owners in Marble Bluff subject to the Original Covenants and that a majority of the current owners voted in favor of repealing the prior Amended Covenants in effect for Marble Bluff Subdivision and Annotations thereto and of adopting these Amended and Restated Protective Covenants for Marble Bluff, a Residential Subdivision, in their place. Documentation of the vote is in the books and records of the Association. Such vote took place by written ballot with 83 votes in favor and 14 against out of 147 lots total.

I so swear on this the 8th day of Dec., 2017.


SECRETARY

ATTEST:


PRESIDENT