

FILED
DECLARATION SALINE CIRCUIT &
CHANCERY CLERK
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BY
MILLER COVE ADDITION
A PLANNED DEVELOPMENT

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THIS DECLARATION, made on the date hereinafter set forth by Black, Corley & Owens Construction, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Benton, County of Saline, State of Arkansas, which is more particularly described as:

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All that part of the Southwest Quarter of the Northwest Quarter of Section 3, Township 2 South, Range 15 West, more fully described as follows: Beginning at the Southeast corner of Lot 14 of the Miller Cove Addition to the City of Benton, Arkansas, and run thence North 06 deg. 58 min. East, along the East line of lot 14 for 51.8 feet; thence South 89 deg. 50 min. East, for 273.46 feet; thence North 00 deg. West for 101.7 feet to the point of curvature of curve to the left, having a delta of 82 deg. 17 min. and a radius of 109.83 feet; run thence Northwesterly, along arc of curve to the point of tangent of curve; thence South 82 deg. 17 min. East along the South line of Miller Cove Drive for 150.26 feet to the West line of Highway No. 5; thence South 40 deg. 26 min. East along Highway Line for 114.4 feet; thence South 41 deg. 37 min. East along highway line for 146.02 feet; thence South 45 deg. 35 min. East along highway line for 197.9 feet; thence South 26 deg. 38 min. East, leaving highway line for 81.09 feet; thence South 41 deg. 17 min. West, for 142.16 feet; thence South 34 deg. 26 min. 06 sec. West for 176.8 feet; thence South 62 deg. 04 min. West, for 234.81 feet; thence North 38 deg. 16 min. West for 275.23 feet; thence North 00 deg. East for 29.76 feet; thence South 87 deg. 10 min. West for 130 feet; thence North 02 deg. 50 min. West for 50 feet; thence South 87 deg. 10 min. West for 30.75 feet; thence North 44 deg. 10 min. West for 216.10 feet; thence North 51 deg. 33 min. West for 190.73 feet; thence North 84 deg. 13 min. East for 63.58 feet to the Southwest corner of said Lot 14; thence North 90 deg. 00 min. East for 269.31 feet to the point of beginning, containing 8.63 acres, more or less.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be designated as Miller Cove, Phase II, an Addition to the City of Benton, Saline County, Arkansas, and shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and does hereby dedicate the streets as shown on the Plat hereto attached as public streets for the use and benefit of the Public.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Miller Cove Properties Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Black, Corley & Owens Construction, Inc., their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A. members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in

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no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1995.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments shall be ONE HUNDRED AND 00/100 DOLLARS (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

339
Page 535
Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included

in the Common Assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common Assessments made against such Lot Owner.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE VI USE RESTRICTIONS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No business of any nature or kind shall at any time be conducted in any building located on any of said lots. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, excluding basement area, and each dwelling must include a double enclosed garage, which must be an integral part of the dwelling or connected by an approved breezeway, except as provided in Paragraph C-9. No chain link fences shall be permitted on any lot in said Addition. All privacy fence posts shall be inside the fence. There shall be no pipe or vent of any kind allowed to be installed through roof on front of dwelling. Foundations are required to be veneered with brick or block. Signs advertising fence companies are prohibited.

C-2. ARCHITECTURAL CONTROL. No dwelling or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, including landscaping, have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, and intended objectives of the Architectural Control Committee to achieve a subdivision that accomplishes the desired architectural design in the structure and subdivision aesthetics. No fence or wall shall be erected, placed, or altered on any lot nearer than fifty (50) feet to any street. The term structure is defined to include any and all types of fences, antennas, decks, basketball goals, swimming pools, and television satellite dishes, which in no event shall be placed in front of dwellings. Each property owner requesting approval shall submit to the Architectural Control Committee at least two weeks prior to the time approval is needed, a complete set of house plans, a complete material and specification list and a complete landscape plan, which shall specifically identify on the plan by type and size of all trees to remain on lot and on the lot each tree to remain shall be tied with a ribbon. The landscape plan shall include the name of contractor that is to remove trees from the building site which shall be from a list of approved contractors furnished by the Architectural Control Committee. Specifications shall include window type and finish color, front door style, exterior house paint colors and roof color, roof pitch and porch posts or column diameter and style of post. Other than rock or brick, the following materials are acceptable for use as exterior siding: redwood, cypress, fir or treated pinewood in 8 inches or narrower widths and masonite, hardboard, overlaid fiberboard or chip board manufactured siding of 1/2 inches minimum nominal thickness in 8 inches or narrower widths any other exterior siding material must be approved by the Architectural Control Committee. Sheathing under siding shall be 1/2 inches nominal thickness waferboard or

exterior plywood. Sheathing shall be installed in accordance with FHA Standards over 2 X 4 minimum studs at 16 inches OC maximum spacings. Roofs running parallel with the street shall have a minimum slope of 50% (6/12). Roofs running perpendicular to the street shall have a minimum slope of 66.7% (8/12). Minimum fascia trim width shall be 6-1/2". Minimum width of porch posts or columns shall be 8" for wood or metal, 12" for brick and 16" for stone. Approval shall be as provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$40.00 per square foot of heated space, based upon cost levels prevalent on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 2,000 feet for a one-story dwelling. The ground floor area of the main structure shall be not less than 1,200 square feet for a dwelling of more than one story which with the second floor area would provide a total floor area equal to or greater than 2,000 square feet, exclusive of basements. No duplications of exterior of existing houses in any Phase of Miller Cove shall be permitted.

C-4. BUILDING LOCATION. No building shall face or front on Arkansas Highway 5. No building shall be located on any lot, nearer to any street line, than the minimum building set back lines as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to a front lot line or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot, nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as part of the building. No lot shall be subdivided and no more than one dwelling shall be permitted on any one lot. No driveway shall be located nearer than 5 feet to an interior property line.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum set back line as shown by said plat.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front and the rear five feet of each lot.

C-7. NUISANCES. No noxious or offensive activities 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.

C-8. TEMPORARY STRUCTURES. No structures of a temporary character, motor home, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. OUT BUILDINGS. One building for storage shall be permitted, if approved by the Architectural Control Committee and shall conform to the same architectural design and construction of the dwelling. Above ground swimming pools are prohibited.

C-10. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except, one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

C-11. OWNER RESPONSIBILITY. Any property owner shall insure that

any contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance.

C-12. CONTRACTOR RESPONSIBILITY. No contractor shall damage in any way the utilities or streets in any manner.

C-13. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-14. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except, that dogs, and cats, may be kept on any lot, provided, that they are not kept, bred or maintained for any commercial purpose and provided, that facilities for maintenance of same are approved by the Architectural Control Committee and that the keeping of same does not constitute a nuisance. Hunting dogs are prohibited. No dog pens are permitted.

C-15. GARBAGE AND REFUSE DISPOSAL. No lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and not be permitted at any time at a location which is visible from the front of the lot. Placing of such containers at the curb is expressly prohibited.

C-16. WATER SUPPLY. No individual water supply system shall be permitted on any lot. Same shall be served by the Municipal Water Works System of the City of Benton, Arkansas.

C-17. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot. Sewage connections must be made with the Municipal Sewage System of the City of Benton, Arkansas.

C-18. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any lot corner within the triangular area formed by the street property lines and the line connecting them at points 25 feet from the intersection of street right of way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-19. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of any water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

C-20. BUILDERS. All building must be performed by competent builders. Lot owners shall submit the name and qualifications of the builder selected to construct a dwelling, who must be approved and a statement stating such approval included with Exhibit "A" hereto attached. The Architectural Control Committee reserves the right to submit for approval the name of any contractor selected by a property owner to an architect of the choosing of the Architectural Control Committee.

C-21. LOT, YARD AND HOME MAINTENANCE. All property owners after acquisition of Lots from Black, Corley & Owens Construction Inc.,

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shall sod all lawns between the front of each house and the street and side yards and shall keep all grounds and yards mowed, trimmed and clean, and all houses painted and stained. No deviation from the original plans shall be permitted without approval of the Architectural Control Committee.

C-22. COMMENCEMENT OF CONSTRUCTION. A property owner must start construction of an approved dwelling within a period of one (1) year from date of purchase. Black, Corley & Owens Construction, Inc. reserves the option to re-purchase any lot for the amount of the original purchase price if construction is not commenced within such period of time. This option shall be exercised in writing within a period of thirty (30) days after the one (1) year period.

C-23. COMPLETION OF CONSTRUCTION. Any dwelling must be completed in its entirety within a period of one year from date such construction is commenced.

C-24. MOTOR VEHICLE ENTRANCES AND DRIVES. No motor vehicle entrances or drives shall be permitted from Arkansas Highway 5, it being the intention of this covenant that motor vehicles shall not enter or exit from any Lot onto Highway 5. Driveways shall be constructed only of concrete. Driveways and sidewalks to be constructed and finished by approved Professional Concrete Finisher.

C-25. CURB CUTS. Concrete street curbs shall be installed by Black, Corley & Owens Construction, Inc. utilizing a low profile design. Cutting of curbs for driveways or placing any type of fill material in the curbs shall be strictly prohibited.

C-26. MOTOR VEHICLE PARKING. Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot or within the dedicated street. Boats, recreational vehicles and trailers cannot be parked at the front or side of any dwelling or in the dedicated street, and must be parked in back of the dwelling. Owners or permanent residents are prohibited from parking in the street.

C-27. MINIMUM FLOOR LEVEL ELEVATION. The Architectural Control Committee reserves the right to prescribe the minimum floor elevation for lots.

C-28. TREE PRESERVATION. It is the intent of Black, Corley & Owens Construction, Inc. to develop a Subdivision with the preservation of trees to provide shade and privacy, therefore Buyers are expressly prohibited from removing trees not designated in an approved landscape plan. It is the intent of the Developers that Buyers protect trees that could be damaged by construction equipment. The Architectural Control Committee reserves the right to approve any contractor removing trees from any lot.

C-29. MAILBOXES. Mailboxes shall be of the design, color and construction described by the Architectural Control Committee. Newspaper boxes or other receptacles for deposit of newspapers and circulars are prohibited.

C-30. EXTERIOR LIGHTING. No pole mounted lights shall be permitted. All exterior lighting must be approved by the Architectural Control Committee.

PART D. ARCHITECTURAL CONTROL COMMITTEE:

D-1. MEMBERSHIP. The Architectural Control Committee is composed of Larry Black, John Corley and Les Owens. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The members of this committee shall in no event be personally liable or responsible to any owner in this Addition for their actions. After all lots are sold by

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Declarant the Architectural Control Committee shall be the Miller Cove Properties Association.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing, and in the form hereto attached marked Exhibit "A", which when executed must be recorded. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in the event no suit to enjoin the construction or compliance with these covenants has been commenced within 180 days after the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by Declarant until all lots are sold and thereafter during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of Declarant until all lots are sold and thereafter by two-thirds (2/3) of each class of members.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 10th day of May, 1994.

BLACK, COLLEY & OWENS CONSTRUCTION, INC.

By: Gary A. Black
President

ATTEST:

Linda A. Quinn
Secretary

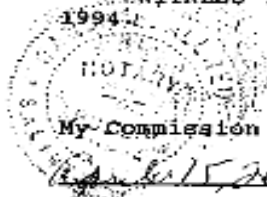
STATE OF ARKANSAS)

) ss.
COUNTY OF SALINE)

ACKNOWLEDGEMENT

On this day, before me personally appeared Larry A. Black
and Leslie A. Owens, to me
personally well known, who acknowledged that they were the
President and Secretary of Black, Corley & Owens Construction,
Inc., a corporation, and that they, as such officers, being
authorized so to do, had executed the foregoing instrument for the
purposes therein contained, by signing the name of the corporation
by themselves as such officers.

WITNESS my hand and official seal this 10th day of May,



Linda E. Althel
Notary Public

FILED FOR RECORD
IN BOOK 289 PAGE 32
JUN 3 1997
AT 11:10 O'CLOCK AM
JIM CRONE, CIRCUIT CLERK
BY Linda E. Althel DC

DEED 339 PAGE 541

