



the DOMINION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GARDENS AT THE
DOMINION, A SUBDIVISION OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF SEARCY,
WHITE COUNTY, ARKANSAS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GARDENS AT THE DOMINION, A SUBDIVISION OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF SEARCY, WHITE COUNTY, ARKANSAS, (this “Declaration”) is made on the date hereinafter set forth by DALRYMPLE DEVELOPMENT, LLC, an Arkansas limited liability corporation (the “Declarant”) and THE GARDENS AT THE DOMINION, LLC, an Arkansas limited liability company (the “Owner”) for the purpose of evidencing the covenants, conditions and restrictions contained herein.

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property platted as The Gardens at the Dominion, a Subdivision of Certain Real Property Located in the City of Searcy, White County, Arkansas, as a planned unit development, as approved by the City of Searcy (“City”) and filed of record, on the ___ day of _____, in ___ Book ___, at Page _____, in the Records of White County, Arkansas (the “County”), said subdivision hereinafter referred to as the “Development” or the “Subdivision”, and such plat, as may be amended or further replatted, being referred to as the “Plat”, all of said real property being more specifically described in the Plat of the Development and on Exhibit A hereto, which are incorporated herein and made a part hereof for all purposes (the “Property”).

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof their heirs, successors and assigns, and shall inure to the benefit of Declarant and each owner thereof.

This Instrument Prepared by:
MILLAR GIBSON, P.A.
401 W. Center
P.O. Box 1406
Searcy, Arkansas 72145-1406

ARTICLE I
ADDITIONAL DEFINITIONS

1.1. Association. “Association” shall mean and refer to THE GARDENS AT THE DOMINION PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

1.2. Areas of Common Responsibility. “Areas of Common Responsibility” shall mean those areas listed below in which the Association shall maintain, keep and repair:

1.2.1. Any and all areas as may be depicted on the Plat for the Development, including those areas designated as "Greenspace Area" on the Plat

1.2.2. Any and all landscaping (but excluding landscaping, plants, shrubs, sprinklers, and other elements located in or on each Lot), entry way features, signage, landscaping and monument signage, screening walls, irrigation systems, lighting and improvements located within the Development, including but not limited to the entry features and signage located within the Development and common area screening within the Development.

1.2.3. Any and all landscape and drainage easements, detention ponds, right of ways, and common areas that may be depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.

1.2.4. The perimeter fence surrounding the Property built by Declarant and all replacements and extensions thereof (the "Perimeter Fence").

1.3. Declarant. The term “Declarant” shall mean Dalrymple Development, L.L.C., an Arkansas limited liability company, and any party to whom it shall expressly assign in writing, its rights, powers, privileges and prerogatives hereunder.

1.4. City. “City” shall mean the City of Searcy, Arkansas.

1.5. County. “County” shall mean White County, Arkansas.

1.6. Home. “Home” shall mean a single-family residential unit constructed on a Lot being a part of the Property, including the parking garage and related improvements utilized in connection therewith and the Lot upon which the Home is located.

1.7. Lienholder. “Lienholder” or “Mortgagee” shall mean the holder of a first mortgage lien, either on any Home and/or any Lot.

1.8. Lot. “Lot” or “Lots” shall mean and refer to a portion of the Property designated as a Lot on the Plat of the Property, excluding open space, streets, alleys and any Area of Common Responsibility. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot.

1.9. Member. “Member” shall mean and refer to every person or entity that holds membership in the Association. The Declarant and each Owner shall be a Member in the Association.

1.10. Owner. “Owner” shall mean and refer to the record Owner, other than Declarant whether one or more persons or entities, of a fee simple title to any Lot and shall include any homebuilder, but shall exclude those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Lienholder or Mortgagee who acquires fee simple title to any Lot which is a part of the Property, through deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

1.11 Development. “Development” Shall mean the Gardens At The Dominion Development.

ARTICLE II PROPERTY RIGHTS

2.1. Maintenance of Areas of Common Responsibility by the Declarant and the Association. Initially, the Declarant will be solely obligated to improve the Areas of Common Responsibility in a prudent manner to enhance the overall appearance of the Development and manage the Association that will be responsible for the maintenance and upkeep of Areas of Common Responsibility. Upon the happening of: (i) either of the events set forth in Section 3.2.2 hereunder; (ii) a written declaration recorded in the records of the County relinquishing the obligations of Declarant to the Association; or (iii) the Declarant having sold seventy-five percent (75%), by number of all Lots in the development, as may be increased from time to time; the Association will become the sole manager of and be solely obligated to maintain and improve the Areas of Common Responsibility and, in a committed, prudent manner, to enhance the overall appearance of the Development. As such, the Declarant and Association shall not, except as the Declarant or Association may reasonably deem appropriate to comply with applicable laws or to protect the health or welfare of the Development or the Members, cause (i) any buildings or permanent structures to be constructed within the Areas of Common Responsibility, or (ii) allow any interference or conflict with the natural or planted vegetation or trees in the Areas of Common Responsibility. The Association shall have the following rights with regard to the Areas of Common Responsibility:

2.1.1. The right to dedicate or transfer all of any part of the Areas of Common Responsibility to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (a) an instrument of agreement to such dedication or transfer, signed by two-thirds ($\frac{2}{3}$) of each class entitled to vote (determined pursuant to Section 3.2 hereof) is properly recorded, in the Real Property Records of the County, and (b) the City consents in writing to and accepts the dedication or transfer;

2.1.2. The right to borrow money to be secured by a lien against the Areas of Common Responsibility; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder; and

2.1.3. The right to enter upon and make rules and regulations relating to the use of the Areas of Common Responsibility and the right to entry upon any access, maintenance or other easements for the purposes of maintaining the Areas of Common Responsibility.

2.2. Title to Areas of Common Responsibility. The recordation of this Declaration shall serve as a dedication and conveyance to the Association, without consideration, of the fee simple title to the Areas of Common Responsibility identified in the Plat and owned by Declarant free and clear of monetary liens and encumbrances other than those created in or subordinate to this Declaration

2.3 Maintenance of Lots. The Association, upon such schedule as the Association may in its sole and exclusive determination, with respect to the front yard of each Lot and for the side yard on any Lot facing any street shall be responsible for the upkeep and maintenance including: mowing, edging, trimming of shrubs; weeding of beds; spraying; mulching of beds once per year; and winterizing and de-winterizing the sprinkler systems. All installation, replacement, and repairs of sprinklers, beds, yards, trees, plants, shrubs, etc., will be the property owner's responsibility and expense. In no case is the Association responsible for the maintenance and upkeep of the property owner's backyard or any part of the yard that is within the property's owner's fenced area.

2.4. Obligations of Class "B" Members. Notwithstanding any provision herein to the contrary, Declarant shall be responsible only for the maintenance and upkeep of the Property and the Lots as may be determined to be necessary by Declarant, in the sole and exclusive determination of Declarant only. Neither the Association nor any owner shall have any right to compel Declarant to perform any act of maintenance or upkeep as to any Lot or any of the Property owned by Declarant. Declarant shall use reasonable efforts to keep all unsold lots in a presentable and maintained manner.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Declarant, during the time it owns any Lots, and each person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation, Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to assessments which have accrued prior to such transfer.

3.2. Voting Rights. The Association shall have two classes of voting membership.

3.2.1. Class "A". The Class "A" Members shall be all Owners. The Class "A" Members 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 among themselves determine, but in no event shall more than one vote be cast

with respect to any Lot.

3.2.2. Class "B". The Class "B" Member shall be Declarant. The Declarant shall be entitled to three votes for each Lot it owns; provided however the Declarant shall cease to be a Class "B" Member and shall become a Class "A" Member entitled to one vote per Lot on the happening of either of the following events:

3.2.2.1. When the total votes outstanding in the Class "A" membership equals the total votes outstanding in the Class "B" membership or when Declarant owns less than twenty-five percent (25%), as measured by total number of lots, of the Property, or

3.2.2.2. Upon the expiration of ten (20) years from the recording date of this instrument in the Real Property Records of the County.

3.3. No Cumulative Voting. At all meetings of the Association, there shall be no cumulative voting. Prior to all meetings, the Board of Directors shall determine the total number of votes outstanding and entitled to vote by the Members.

3.4. Association's Powers. In addition to the rights of the Association set forth in other sections of this Declaration, the Association shall have the duty to enforce the covenants under this Declaration and maintain all Areas of Common Responsibility and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

3.4.1. The power to levy and collect Assessments (as hereinafter defined), of whatever nature for the maintenance, repair or replacement of the Areas of Common Responsibility existing on the Property and for such other purposes as are herein provided;

3.4.2. The power to keep accounting records with respect to the Association's activities;

3.4.3. The power to contract with and employ others for maintenance and repair or clerical work; and

3.4.4. The power to adopt rules and regulations concerning the operation of the Association.

3.5. City's Rights. Should the Declarant, the Association or its Board fail or refuse to maintain such Areas of Common Responsibility to City specifications for an unreasonable time, not to exceed one hundred twenty (120) days after written request to do so, the City, shall have the same right, power and authority as is herein given to the Association and its Board to enforce this Declaration and levy Assessments in the manner set forth herein. It is understood that in such event, the City may elect to exercise the rights and powers of the Association or its Board, to the extent necessary to take any

action required and levy any Assessment that the Association might have, either in the name of the Association, or otherwise, to cover the cost of maintenance of such Areas of Common Responsibility.

ARTICLE IV
ASSESSMENTS MAINTENANCE FUND AND ASSESSMENT LIENS

4.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges (ii) charges in connection with the transfer of a Lot, and (iii) special assessments for capital improvements. Such assessments (collectively, the "Assessments") are to be fixed, established and collected as provided herein. Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment together with such interest costs and reasonable attorney's fees shall also constitute a personal obligation of the person or entity who was the record Owner of such Lot at the time of the Assessment. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

4.2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health and welfare of the Owners of the Lots, the improvement and maintenance of the Areas of Common Responsibility and any other property owned by the Association, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association costs (including reasonable reserves) for all taxes, insurance, repair, replacement maintenance and other activities as may from time to time be authorized by the Board of Directors; legal and accounting fees, and any fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or the Property; reasonable replacement reserves and the cost of other facilities and service activities, including, but not limited to, mowing grass, grounds care, perimeter fence and gate maintenance, sprinkler system located in any Area of Common Responsibility, landscaping, and other charges required or contemplated by this Declaration and/or that which the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein, including but not limited to the any park facility.

4.3. Basis and Maximum of Annual Assessments and Transfer Fees on the Sale of Lots.

4.3.1. Upon the recording of this Declaration, the regular maximum annual Assessment shall be an amount, without pro-ration, of: (i) \$425.00 per calendar quarter from the time each Lot is purchased until the Home is substantially completed; and (ii) \$425.00 per calendar quarter from and after the date a Home is substantially completed. For the purposes hereof, completion shall mean the earlier of: (i) the time an Owner establishes that Owner's

residence in a Home; ;or (ii) 270 days after permits are issues for construction of the Home.

4.3.2. From and after January 1 of the first full year after the date of recordation of this Declaration and each year thereafter, the maximum regular annual assessment may be increased by an amount up to ten percent (10%) over the preceding year's regular annual assessment solely by the Board of Directors. Any increase over and above 10% of the previous year's regular annual assessment shall be done only by the prior written approval of sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by the Members at a meeting at which a quorum is present.

4.3.3. In addition to the regular annual assessment, as a condition to the sale of every Lot by the Declarant or Owner in the Development, an origination fee of \$100.00 shall be charged to Purchaser of the Lot being conveyed and the pro-rata share of annual Assessments then due on such Lot shall be paid by Purchaser of the Lot to the Association. The origination fee provided for herein shall be for the benefit of the Association, to be used to establish a capital reserve for the Association and shall only increase by an amount to be determined by the Board of Directors which may be increased or decreased by the vote of sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by the Members at a meeting at which a quorum is present.

4.4. Special Assessments. In addition to the regular annual Assessment and origination fees payable on the sale of lots authorized above, the Association may levy, in any assessment year, an Assessment applicable to that year only, for the purpose of defraying, in whole or in part; the costs incurred by the Association pursuant to the provisions of this Declaration, provided that any such Assessment shall have the prior written approval of sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by the Members at a meeting at which a quorum is present. Any Special Assessments shall be prorated based on the period of time the Owner owns the Lot during such year.

4.5. Notice and Quorum for any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 and 4.4 hereunder shall be given to all Members not less than ten (10) days nor more than twenty (20) days in advance of such meeting. At such meeting, the presence of Members or of written proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting.

4.6. Uniform Rate of Assessment. Both the regular annual and Special Assessments shall be fixed at a uniform rate for all Lots, and shall commence and be due in accordance with the provisions of Section 4.7 hereof. Each Owner (other than Declarant who is required to pay the deficiency described below), shall pay one hundred percent (100%) of the established Assessment for each Lot he or it owns.

4.7. Date of Commencement of Annual Assessments: Due Dates.

4.7.1. The obligation to pay regular annual assessments provided for herein shall commence no earlier than the date this Declaration is recorded. The Assessments shall then be due or to become due thereafter on the first day of every calendar quarter or as prorated for a partial quarter, on such payment dates as may be established solely by the Board of Directors. Declarant shall not be required to pay any Assessment of any kind or nature.

4.7.2. Unless provided above, all Assessments for the first Assessment year shall be fixed by the Board of Directors of the Association or Declarant prior to the sale of the first Lot to an Owner. Except for the first Assessment year, the Board of Directors of the Association shall fix the amount of the Assessment at least thirty days in advance of each Assessment year, which shall be the calendar year; provided, however, that the Board of Directors of the Association shall have the right to adjust the regular Assessment upon thirty days written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted pursuant to Section 4 hereof. Written notice of the regular annual Assessment shall be given as soon as is practicable to every Owner subject thereto. The Board of Directors of the Association shall upon demand at any time, furnish a certificate in writing signed either by the President, Vice President or the Treasurer of the Association setting forth whether the annual and special Assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

4.7.3. No Owner may exempt himself from liability for Assessments by waiver of the use or enjoyment of any portion of the Development or Areas of Common Responsibility or by abandonment of his Home.

4.8. Effect of Non-Payment of Assessments: Remedies of the Association.

4.8.1. All payments of the Assessments shall be made to the Association at its principal place of business, or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

4.8.2. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent if any such Assessment is not paid within thirty (30) days after the date on which any such payment shall be due as established by the Association or Declarant, as the case may be, shall bear interest at maximum rater permitted by law. The Association may, upon such default, bring an action at law against the Owner personally obligated to pay the Assessment or foreclose the lien of the Assessment against the Lot. The Owner may not waive or otherwise escape liability for the

Assessment provided for in this Declaration by any non-use of any area or by abandonment of any Lot. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner, and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default. Under no circumstances, however, shall Declarant or the Association be liable to any Owner or to any other person or entity or failure or inability to enforce any Assessments.

4.8.3. No action shall be brought to foreclose said Assessment lien in less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority or is otherwise delivered as required by Law.

4.8.4. Any such sale provided for above is to be conducted in accordance with the provisions for judicial sales as may be provided for at the time of any such action in the State of Arkansas (as it may be amended from time to time) or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

4.8.5. The Assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as above provided.

4.9. Subordination of Lien to First Mortgages; Waiver. The lien securing the Assessments provided for herein shall be expressly subordinate to the lien of any first lien mortgage on any Lot. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided. Each Owner, by their acceptance of the Lot, and for the purpose of enforcing the lien of any Assessment only, waives any homestead, right of appraisal, dower, curtesy, right to cure and any other provisions of Arkansas law relating the right of the Association, the Declarant or any other person to enforce the lien of any Assessment.

4.10. Management Agreements. The management of the Development shall be undertaken by Declarant until management of the Development is relinquished to the Association by Declarant pursuant to Article II hereof. Declarant and the Association shall be authorized to enter into management agreements with third parties in connection with the operation and management of the Development and the performance of its obligations hereunder. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Board of Directors of the Association shall provide that said management agreement may be canceled with or without cause and without penalty by the

Association with thirty (30) days written notice and the management company with ninety (90) days written notice. Any and all management agreements shall be for a term not to exceed one year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type.

4.11. Insurance Requirements. The Board of Directors of the Association shall obtain insurance policies covering the Areas of Common Responsibility covering all damage or injury caused by the negligence of the Association, any of its employees, officers, directors and/or agents, including, but not limited to, director's and officer's liability insurance, commercial general liability insurance, directors and officers liability insurance, and such other insurance as the Association may from time to time deem necessary or appropriate.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

5.1. Appointment of Members. The Declarant shall appoint an Architectural Control Committee (the "Committee"), which shall consist of a minimum of three members who shall be natural persons and may be employed by Declarant. The initial members of the Committee are: (i) Adam Whitlow; (ii) Jackie Stevens; (iii) Richard Stafford; (iv) Stuart Dalrymple; (v) Gary Overstreet and (vi) Gerald Lynch. All matters before the Committee shall be decided by majority vote of its members. After all of the Lots are sold by Declarant, the Association shall assume all of the rights and powers of the Committee. In the event of death, incapacity or resignation of a member of the Committee, the successor for such member shall be appointed by the majority of members of the Committee (if before the date that all of the Lots are sold by Declarant) and by the Association (if after the date that all of the Lots are sold by Declarant).

5.2. Submission of Plans to Architectural Control Committee. No building, fence, wall, parking area, swimming pool, spa, pole, mail box, driveway, fountain, pond, tennis court, sign, exterior color or shape, tree or shrub or new structure or modification of a structure shall be commenced, erected or maintained upon any Lot (including, without limitation, any patio or garage used in connection with any Lot) after the purchase of any Lot from Declarant, nor shall any exterior addition to or change or alteration therein be made until: (i) the plans and specifications showing the nature, kind, shape, height, materials and location of the same are submitted to and approved by the Committee; and (ii) the Owner shall receive written acceptance of the proposed improvements from the Committee. This consent shall be in addition to any permit or other authorization required by the City or the County. Plans and specifications shall be submitted to the Committee at least thirty (30) days prior to the commencement of any construction or modification. A Site and Landscape plan as prepared by Whitlow Engineering, or such other engineering firm as the Architectural Control Committee may appoint, shall be submitted showing the entire Lot with proposed improvements. Along with the site and landscape plan the following must be submitted : (a) floor plan and elevations of all faces of the proposed structure; (b) the length, width, and height of the proposed structure or improvement; (c) the distance of the proposed structure or improvement to the rear lot line and to the nearest side lot line; and (d) a description of all exterior construction materials. A copy of the above described plans and specifications may be retained by Declarant. The Committee shall have the right to require a

reasonable submission fee for each set of plans and specifications submitted for its review.

5.3. Approval of Plans. The Committee shall review the plans and specifications and notify the Owner in writing of its approval or disapproval. Any disapproval shall set forth the elements disapproved and the reason or reasons thereof. The judgment of the Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive and the Owner shall promptly correct the plans and specifications (if disapproved) and resubmit them for approval. No construction, alteration, change or modification shall commence until approval of the Committee is obtained and the plans are given the proper stamped permit by the Committee. This consent shall be in addition any permit or authorization required by the City or the County. The Committee may approve any deviation from these covenants and restrictions as the Committee, in its sole and absolute discretion, deems consistent with the purpose hereof. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the delay or denial of any submittal or grant of any deviation to an Owner. Future requests for deviations submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a deviation to any Owner shall not constitute a waiver of the Committee's rights to strictly enforce the Declaration and the architectural standards provided herein against any other Owner. Approval by the Committee of the plans and specifications or its determination that the completed construction or modification has been constructed in accordance with the plans and specifications shall be deemed to be an acknowledgment by the Committee that such are in accordance with this Declaration and such acknowledgment shall be binding against the Owners of the Lots and the Property.

5.4. Committee Members' Liability. Neither the Declarant, the Association, the Board, the Committee nor any employees, officers, directors or members thereof shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of or failure to approve or disapprove, or any delay associated with any approval or review, any plans or specifications. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other issue.

5.5. Homebuilder Plans. Notwithstanding anything to the contrary contained herein, once a particular set of plans and specifications submitted by a homebuilder (which for purposes hereof shall be defined as any entity or person in the business of constructing single family residences for the purpose of sale to third parties) has been approved by the Committee or deemed approved, such homebuilder may construct homes in the Development on any Lot in accordance with such plans and specifications without the necessity of obtaining subsequent approvals therefore, so long as there are no major material changes in the plans and specifications and the Committee approves of the location of the plans and specifications to prevent unnecessary duplication thereof within the Development, in addition, notwithstanding anything herein to the contrary, all plans and specifications of Declarant are hereby deemed to be approved by the Committee for all purposes.

5.6. Design Guidelines. The Committee has the right to issue Design Guidelines from time to time which will contain the specific provisions applicable to all of the Lots regarding style, basic site design issues, aesthetics of each home, the use of quality exterior finish materials and minimum landscaping plans for the Lots. The Design Guidelines will be used by the Committee (along with this Declaration) to determine the approval of all plans.

5.7. Exclusive Builders. The Declarant has the right to approve or deny certain builders in their sole and absolute discretion. The Declarant at any time may add or delete builders from the approved builder list, a copy of which is attached as Exhibit B. No individual or company may build, whether a builder by trade or serving as their own builder, unless they have been approved and added to the approved builder list.

ARTICLE VI CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

6.1. Residential Use. The Property shall be used for single-family residential purposes only as approved by the Committee. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence per Lot, which residence may not exceed one and one half (1 ½) stories in height with exception of lots Forty Two (42) through Fifty Eight (58) which may be two (2) stories, and an attached private garage as provided below, which residence shall be constructed to minimum Federal Housing Authority ("FHA") and Veteran's Administration ("VA") standards, unless otherwise approved in writing by the Committee.

6.2. Single Family Use. Unless otherwise approved by the Committee, each residence shall be limited to occupancy by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons residing together as a single housekeeping unit, in addition to any household or personal servant staff.

6.3. Garage. The garage shall be suitable for parking a minimum of two (2) standard size automobile(s), which garage shall conform in design and materials with the main structure. No carports are permitted in the Subdivision.

6.4. Declaration of Covenants, Conditions & Restrictions.

6.4.1. Restrictions on Resubdivision; Lot Assembly. No Lot shall be subdivided. More than one lot may not be assembled and no structure may be built occupying more than one lot except as otherwise provided herein. No yard areas may be combined to form one yard.

6.4.2. Driveways. All driveways shall be surfaced with concrete or similar substance approved by the Committee.

6.4.3. Burglar Bars. No bars or obstructions intended for use as burglar bars or

sold as devices intended to prohibit forced entry into a residence may be placed on the exterior of a residence, including but not limited to windows and doors.

6.4.4. Uses Specifically Prohibited.

- 6.4.4.1. No temporary dwelling, shop, trailer, or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, and buildings which may be placed on a Lot only in places that are not visible from any street on which the Lot fronts) shall be permitted on any Lot. All such structures must be screened from adjoining neighbors. Other than swing sets which may be eight feet in height, such structures may not extend higher than six feet in height and must be properly maintained. Location and structure of gazebos and other outdoor buildings must be approved by the Committee. The builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a specifically permitted Lot during construction of the residence on that Lot. No building material of any kind or character shall be placed or stored upon the Property until construction is ready to commence, and then such material shall be placed totally within the property lines of the Lot upon which the improvements are to be erected.
- 6.4.4.2. No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked while in use for the construction, maintenance or repair of a residence in the Development.
- 6.4.4.3. Except those used by a builder during the construction of improvements, trucks with tonnage in excess of one and one-half (1.5) tons and any commercial vehicle with painted advertisement shall not be permitted to park overnight on the Property.
- 6.4.4.4. No vehicle of any size which transports flammable or explosive cargo may be kept on the Property at any time.

- 6.4.4.5. No motorized vehicle or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks that are in operating condition and have current license plates and inspection stickers and are in current use.
- 6.4.4.6. No motorized vehicle may be parked on the street on a regular basis, which for the purposes hereof shall mean greater than five (5) days in any calendar month or for greater than three (3) consecutive days. Upon notice to any Owner violating the terms hereof, Declarant or the Association may, but shall not be required to do so, tow any such vehicle at the expense of the Owner of any lot for which such vehicle is attributable. Any costs or charges associated with any towing shall be an Assessment for any Lot for which the vehicle is attributable.
- 6.4.4.7. No structure of a temporary character, such as a trailer, tent, shack, barn, underground tank or structure or other out-building shall be used on the Property at any time as a dwelling; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during the construction period, but not as a residence.
- 6.4.4.8. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any land shall be permitted in or on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.
- 6.4.4.9. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other animals specifically approved by Declarant or the Committee animals may be kept as household pets. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or

any other animals that may interfere with the peace and quiet and health and safety of the community. No more than three (3) cats and dogs, in the aggregate, will be permitted on each Lot, and not more than two (2) of which may be dogs. Pets must be restrained or confined to the homeowner's rear yard within a secure fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris or odor noxious to adjoining Lots. All animals must be properly registered and tagged for identification in accordance with local ordinances. No domestic household pet shall be allowed to make unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any property other than on the Lot of its Owner unless confined to a leash.

- 6.4.4.10. No Lot or other area of the Property shall be used as a dumping ground for rubbish or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall be kept only in clean and sanitary containers and such containers) shall be kept in a place not visible from any street, except on days when contents thereof are collected by or as required by the City. The Committee shall have the right to specify a specific location on each Lot in which garbage containers must be placed for trash collection service. Materials incident to construction of improvements may only be stored on Lots during construction of the improvement thereon.
- 6.4.4.11. No individual water supply system shall be permitted on any Lot.
- 6.4.4.12. No individual sewage disposal system shall be permitted on any Lot.
- 6.4.4.13. No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any Owner, tenant or other person prior to the erection of a residence.
- 6.4.4.14. No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning

apparatus shall be attached to any front wall or window of a residence or other approved structure. No evaporative cooler shall be installed on the front wall or window of a residence.

No basket ball goals or other recreation equipment may be erected in the front yard or sideyard facing a street

6.4.4.15. Except with the written permission of the Committee or as preempted by the FCC or other governmental agency, no antennas, satellite dishes or other equipment for receiving or sending sound or video signals shall be permitted in or on the Property except that one satellite dish or similar antenna that must be no greater than one (1) meter in diameter and must be placed in the least conspicuous location on a Lot where an acceptable quality signal can be received so long as it is completely screened from view from any adjacent street or other public area.

6.4.4.16. No Lot or improvement thereon shall be used for a business, professional, commercial or manufacturing purpose of any kind for any length of time. No business activity shall be conducted on the Property which is not consistent with single family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales/construction office for so long as such builder is actively engaged in construction on the Property. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' peaceful use and enjoyment of their residences and yards. The addition of any beds, trees, or plantings of any kind not set forth on plans approved by the Committee are prohibited unless agreed upon by the Committee in writing.

6.4.4.17. No fence, wall, hedge or shrub planting which obstructs sight lines at an elevation between three and six feet above the roadway shall be placed or permitted to remain on any

comer Lot within the triangular area formed by the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within the area that is ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a minimum height of six feet above the adjacent ground line.

- 6.4.4.18. Except for children's playhouses, dog houses, greenhouses and gazebos, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected on the Property.
- 6.4.4.19. Within those easements on each Lot as designated on the Plat of the Development, no improvement, structure, planting or materials shall be placed or permitted to remain which might damage or interfere with the installation, operation and maintenance of public utilities, or which might alter the direction of flow within drainage channels or which might obstruct or retard the flow of water through drainage channels. The general grading, slope and drainage plan of a Lot as established by the Declarant's approved development plans may not be altered without the approval of the City and/or other appropriate agencies having authority to grant such approval.
- 6.4.4.20. No sign of any kind or character, including (a) any signs in the nature of a "protest" or complaint against Declarant or any homebuilder, (b) or that describe, malign or refer to the reputation, character or building practices of Declarant or any homebuilder, or (c) discourage or otherwise impact or attempt to impact anyone's decision to acquire a lot or residence in the Subdivision shall be displayed to the public view on any Lot or from any home on any Lot, except for one professionally fabricated sign of not more than five square feet advertising the property for rent or sale, or signs used by a builder to advertise the property during the construction and sales period. Moreover, no Owner may use any public medium such as the "internet" or any broadcast or print medium or advertising to similarly malign or disparage the building quality or practices of any

homebuilder, it being acknowledged by all Owners that any complaints or actions against a homebuilder or Declarant are to be resolved in a private manner and any action that creates controversy or publicity for the Subdivision or the quality of construction of any homes within the Subdivision will diminish the quality and value of the Subdivision. Declarant, any home builder, or their agents shall have the right, without notice, to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. The failure to comply with this restriction will also subject any Owner to a fine of \$100.00 per day (to be collected by Declarant) for each day that such Owner fails to comply with this restriction. The non-payment of such fine can result in a lien against said Lot, which lien is deemed to be an Assessment and may be enforced and foreclosed on in accordance with the terms set forth in this Declaration in order to collect such fine by the Declarant or any Owner in the Subdivision.

- 6.4.4.21. Outdoor clothes lines and drying racks visible to adjacent Properties are prohibited. Owners or residents of Lots where the rear yard is not screened by solid fencing or other such enclosures, shall construct suitable enclosure or screening to shield from public view yard maintenance equipment and/or storage of materials.
- 6.4.4.22. Except within fireplaces in the main residential dwelling, equipment for outdoor cooking, and ornamental fire pits, no burning of any kind or nature shall be permitted at any place up the Property.
- 6.4.4.23. No reflective or mirrored glass or tin foil shall be used on, in or for the windows or doors of any buildings or other improvements constructed upon a Lot.
- 6.4.4.24. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Lot so as to be offensive or detrimental to any other portion of the Property or to its occupants.

6.5. Accessory Structures. Accessory Structures that are approved by the Committee may be placed on the lot at approved locations as designated by the Committee. Cart houses built

with materials and designs matching and consistent the home to be constructed on any Lot and, or as approved by the Committee may be located on the rear lot line of Lots adjoining certain designated Green Belt areas. Any cart house may not exceed 400 square feet absent the express, written approval of the Declarant or the Committee.

6.6. Park Area. The Park Area designated on the Plat is for the enjoyment of all residents of the Development and may not be exclusively reserved by any lot owner. From time to time the Declarant or the Board of Directors of the Association may promulgate rules and regulations regarding the operation or concerning the Park Area. Only pedestrian and bicycle traffic may use the pedestrian gate designated in the Park Area. Notwithstanding any other rules promulgated by the Declarant or the Association, all animals in the Park Area must be on a leash and pet waste and trash must be disposed of at the appropriate locations.

6.7. Green Belts. Green Belts are for the enjoyment of all the residents of the subdivision. They may be used for Cart, Pedestrian and Bicycle traffic with the exception of the path running parallel with the South perimeter wall of the development subdivision which shall be restricted from Cart use. Only ELECTRIC CARTS or approved environmental carts are allowed in the Development and may be used in the Green Belt areas. Residents adjoining a Green Belt will be required to plant at least two trees at designated areas as approved by the Committee and must keep the tree watered until establishment. Other plantings in the Green Belt by any Owner is prohibited as these areas are designed for the natural growth of native plants. All animals in Green Belts must be on a lease and pet waste and trash must be disposed of at the appropriate locations. From time to time the Declarant or the Board of Directors of the Association may promulgate further rules and regulations in regard to the Green Belts.

6.8. Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls (but exclusive of open porches, garages, patios and detached accessory buildings), shall be not less than one thousand eight hundred (1,800) square feet or the minimum floor area as specified by the City, whichever is greater.

6.9. Building Materials. The total exterior wall area (excluding windows, doors of each residence constructed on a Lot) shall be constructed of only materials approved by the Committee.

6.10. Setback Requirements. No dwelling shall be located on any Lot nearer to the front lot line, the rear lot line, or the side lot lines than the minimum setback lines shown on the Plat or as required by the City.

6.11. Waiver Of Setback Requirements. With the written approval of the Committee and subject to platting and zoning restrictions, any building may be located further back from the front property line of a Lot than provided above, where, in the opinion of the Committee, the proposed location of the building will enhance the value and appearance of the Lot and will not negatively impact the appearance of adjoining Lots.

6.12. Fences and Walls. All fences and walls shall be constructed of masonry, brick, wood or other material approved by the Committee and in locations approved by the Committee. No fence or wall on any Lot shall extend nearer to any street than the front of the residence thereon. Except as otherwise specifically approved by the Committee, all street-side side yard fencing on corner Lots shall be set no closer to the abutting side street than the property line of such Lot (or the applicable side setback line if required by applicable City ordinance or regulation). Privacy fences separating side yards are required and shall be six (6) feet in height and shall be constructed on sturdy and long-lasting material as may be acceptable to Declarant or the Committee. All lots adjoining Green Belts or Park Areas must use wrought iron fencing on the rear lot line as approved by the Declarant or the Committee. All front lot fences must be of a screening nature and must be of materials and design as approved by the Declarant or the Committee. The rear of Lots 42 through 54, as specified in the Plat must build rear privacy fences and must be of materials, location and design as approved by the Declarant or the Committee. The Declarant and the Committee has the authority to require and determine fence locations and materials used.

6.13. Sidewalks. The Owners of Lots 1, 13, 14, 27, 28, 41, 59 & 74 as shown on the Plat shall construct and install sidewalks on the North side of such lot or as designated on the plat. All walkways required by this section shall conform to the minimum property standards of the City. Any damage or destruction to any sidewalk that may occur during construction of any improvements shall be repaired at the sole and exclusive cost of the Owner. Any repairs or maintenance of any sidewalk may, but shall not be required to, be undertaken by Declarant. In the event Declarant shall undertake to repair or maintain any sidewalk, the repair and maintenance shall be an Assessment of the Lot and the Owner adjacent to such improvement.

6.14. Mailboxes. Mailboxes shall be standardized and shall be constructed of a material and design approved by the Committee.

6.15. Landscaping.

6.15.1. Landscaping of each Lot shall be completed within sixty (60) days (subject to extension for delays caused by inclement weather, restrictions or delays caused by governmental regulations prohibiting new planting or watering due to restricted water use) after the home construction is completed and shall include grassed front yards. No artificial vegetation shall be permitted on the portion of any Lot or outside of any building on the Lot.

6.15.2. Within one hundred twenty (120) days of the purchase of a Lot, the Owner shall either: (i) hydroseed the Lot with a grass approved by the Declarant, the Association or the Committee; or (ii) sod the lot with a ground covering approved by the Declarant, the Association or the Committee.

6.15.3. Within one hundred twenty (120) days of the purchase of a Lot, the Owner shall install a water meter and sprinkler system as designed by the Committee, unless the construction of a Home is begun within that time, in which case the yard area must be completed within sixty (60) days of substantial completion of the Home and shall be identical

to the improvements proposed by the landscape architect and approved by the Committee.

6.16. General Maintenance of Lots. Following purchase of any Lot, each Owner shall, at the sole and exclusive cost and expenses of such Owner, maintain and care for the Home, all improvements and all trees, foliage, plants, sprinkler systems and lawns on the Lot and otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area, such maintenance and repair to include but not be limited to: (i) the replacement of worn and/or rotted components, (ii) the regular painting of all exterior surfaces, (iii) the maintenance, repair and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, drives, parking areas and other exterior portions of the improvements to maintain an attractive appearance, and (iv) regular mowing and edging of lawn and grass areas. Upon failure of any Owner to maintain a Lot owned by him in the manner prescribed herein, the Declarant or the Association, or either of them, at its option and discretion, but without any obligation to do so, but only after ten days written notice to such Owner to comply herewith, may enter upon such Owner's Lot and undertake to maintain and care for such Lot to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Declarant and/or Association for the cost of such work within ten days after presentment of such statement. This provision, however, shall in no manner be construed to create a lien in favor of any party on any Lot for the cost or charge of such work or the reimbursement for such work. The Property Owners Association shall be responsible for mowing the fronts of each yard or side yard if visible to the street. Rear and side yards not visible to the street shall be maintained by the property owner in accordance with this provision.

6.17. Improvements. All improvements constructed on a Lot shall be built in place on the Lot and use of prefabricated building, including prefabricated building sections, are prohibited. All subsequent painting of any improvements located on a Lot shall be approved in writing by the Committee. Once any work commences on a Home, all work on any home must be completed within two hundred seventy (270) days from the date construction commences absent the express consent of the Committee.

6.18. Exterior Lighting. Exterior lighting or illumination of buildings, yards, parking areas, sidewalks and driveways on a lot shall be designed and installed so as to avoid visible glare (direct or reflected) on to streets and road right-of-way, and other portions of the Property. Conventional mercury, vapor, halogen, or other similar types of wide-area security lamps are prohibited. Holiday lighting on any residence lot or residence during the calendar month of December shall be removed from the exterior thereof no later than the 20th of January of the following year. Furthermore all exterior lighting must be approved by the Committee.

6.19. Perimeter Fence. Any Owner causing damage to the Perimeter Fence shall be responsible for all repair costs incurred by the Association.

6.20. Security Gates. There shall be restricted entry to the Development as may be reflected on the Plat or as determined by the Declarant. To the extent so constructed, one automated entrances shall be for the use of Owners. To the extent so constructed, a guest gate shall be for all other

visitors and service personnel. Declarant or the Association shall provide reasonable access and controls for the access of any gates as they may, in their sole and exclusive determination, determine to be necessary and may include a fee for the acquisition of any device used to operate any such gate or point of access. No Owner shall provide to any person not an Owner any device used to access any gate or other point of access for the Development other than for service personnel. From time to time the Declarant or the Board of Directors of the Association may promulgate rules and regulations in regard to the use or operation of any security gate.

6.21. Gas Utilities. All Owners shall install and maintain a furnace, and hot water heater utilizing natural gas or other combustible material provided by Centerpoint Energy or its successors and assigns (“Gas”) and shall, further, install not less than one other appliance utilizing Gas other than lighting and fireplace. Permitted other appliance shall include, but shall not be limited to, a gas range, gas oven, or outdoor gas grill. If an Owner wishes not to build using this guideline, they may do so, but must pay a waiver fee of seven hundred and fifty dollars (\$750.00) to Declarant. All owners installing cart houses must install and keep burning from dusk till dawn one gas light as approved by the committee to be installed on the exterior of the cart house facing the green belt. This requirement may not be waived by payment of the waiver fee stated above.

ARTICLE VII GENERAL PROVISIONS

7.1. Additional Easements.

7.1.1. Utility and Telecommunication Utility Easements. The Declarant hereby reserves the right to grant perpetual, non-exclusive easements in gross for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Property designated on the plat thereof for easements for the purpose of ingress, egress, installation, replacement, repair, maintenance, use and operation of any and all utility and service lines and service systems, public and private, including, without limitation, telephone, cable, fiber optic and any other cable or wiring system designed to provide or deliver communication of any form, video or telecommunications, computer access, "Internet" or e-mail access, security monitoring or other services to any Owner. The Declarant also reserves the right to grant perpetual, nonexclusive easements in gross for the benefit of Declarant or its designees across and over any portion of the Property for the purpose of delivering satellite, "broadband", cellular or other wireless communication designed to provide or deliver communication of any form, video or telephone communications, computer access, "Internet" or e-mail access, security monitoring or other services to any Owner. Declarant, for itself and its designees, reserves the right to retain or transfer title to any and all wires, pipes conduits, lines, cables, transmission towers or other improvements installed on or in such easements and to enter into franchise or other agreements with private or public providers of telecommunication type packages that are designed to provide such services to the Development.

7.1.2. Continued Maintenance Easement. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, or in the event the

Association requires entry upon any Lot to repair or maintain any Area of Common Responsibility, the Association shall have the right, but shall not be required, to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct.

7.1.3. Drainage Easements. Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible. Declarant hereby reserves for the benefit of Declarant and any Builder a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without habitat for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property.

7.1.4. Wall and Landscaping Easement. Any fence constructed by Declarant pursuant to this Declaration shall be transferred and conveyed to the Association following completion of the fence construction which shall maintain said fence at all times in its original condition, with materials matching its original construction, and shall ensure that the exterior thereof is kept clean and free of all defacing, blemishes, mars, and markings thereon. In the event the Association shall ever fail to promptly make any needed repair, maintenance or cleaning to the fence, or shall fail to properly and neatly maintain the vegetation and landscaping between the fence and right of way. Declarant, its successors and assigns, shall have the right of entry onto said Lots and right to perform such maintenance at the expense of the Association.

7.1.5. Zero Lot Line Easements. An eight (8) inch wide Masonry Wall and Lug Easement is hereby reserved on each side of each Zero Lot Line. There is also hereby reserved and established a Six foot (6') Ingress-Egress and Maintenance Easement on all Lots having a common boundary with the Zero Lot Line of an adjacent Lot. This easement shall be contiguous with and parallel to the Zero Lot Line and be for the purpose of maintenance and/or repair of residences along such Zero Lot Line. All Lots adjacent to Lots with improvements (including the garage) situated on or within one foot (1') of the zero setback line (which is herein provided to allow for errors in the actual placement of dwellings on the Lots), as permitted by the Plats, Board or Architectural

Control Committee, as applicable, shall be subject to a six foot (6') access easement for the construction, repair and maintenance of improvements located upon any adjacent Lot where said improvements are located on the zero setback line of such adjacent Lot. The zero setback line Owner must replace toeing, landscaping or other items on the adjoining Lot that he may disturb as a result of such construction, repair or maintenance. Additionally, this easement when used, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. The zero setback line Owner must notify the Owner of the adjacent Lot of his intent to do any construction or maintenance upon the zero setback line wall at least twenty-four (24) hours before any work is started, with the hours that such access easement may be utilized being restricted to between the hours of 7:00 am to 6:00 pm, Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays, (except in the case of an emergency, in which no notice need be given and maintenance can be performed at any necessary time).

7.1.6. Universal Easements. The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed two (2) feet in width over all adjoining Lots for the purpose of accommodating any encroachment or protrusion due to engineering or fence line errors, trees, landscaping or retaining walls located along property lines, errors in original construction, surveying, settlement or shifting of any building, or any other cause. There shall be easements for the maintenance of said encroachment, protrusion, settling or shifting; provided, however, that in no event shall an easement for encroachment or protrusion be created in favor of an Owner or Owners if said encroachment or protrusion occurred due to willful misconduct of said Owner or Owners. In addition, the Owner of each Lot is hereby granted an easement for encroachments not to exceed two (2) feet in width by misplaced fences or fence lines and overhanging roofs, eaves or other improvements as originally constructed over each adjoining Lot and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to each affected Lot and shall pass with each conveyance of said Lot.

7.2. Enforcement. Except as specifically provided herein, the Declarant or the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration, the By-Laws and Articles of Incorporation. 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. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys fees from the non-prevailing party.

7.3. Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the final judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect

7.4. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant (during the time it owns any Lots), the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods often (10) years, unless by vote, of the then Owners of 67% of the Lots (and the City, if then a party hereto) agree in writing to terminate or change this Declaration in whole or in part and such writing is recorded in the Real Property Records of the County.

7.5. Amendment.

7.5.1 Declarant may amend this Declaration within thirty-six months of the adoption and recording of these Declarations by filing an amendment with the Circuit Clerk and Ex-Officio Recorder of White County, Arkansas.

7.5.2. This Declaration may be amended or modified upon the express written consent of at least sixty-six and two-thirds percent ($66 \frac{2}{3} \%$) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by Members at a meeting at which a quorum is present. If the proposed amendment involves a modification of any of the Association's agreements, covenants or restrictions pertaining to the use, maintenance, operation, and/or supervision of any Areas of Common Responsibilities, the approval of the City must also be obtained for such amendment. Any and all amendments, if any, shall be recorded in the office of the County Clerk of the County.

7.5.3. Declarant intends that this Declaration may be amended to comply (if not in compliance) with all requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), FHA and VA. Notwithstanding anything to the contrary contained herein, if this Declaration does not comply with FHLMC, FNMA, VA or FHA requirements, the Board and/or the Declarant shall have the power in its discretion (on behalf of the Association and each and every Owner) to amend the terms of this Declaration or to enter into any agreement with FHLMC, FNMA, VA, and FHA, or their respective designees, reasonably required by FHLMC, FNMA, VA or FHA to allow this Declaration to comply with such requirements. Should the FHLMC, FNMA, VA or FHA subsequently delete any of their respective requirements which necessitate any of the provisions of this Declaration or make any such requirements less stringent, the Board and/or the Declarant, without approval of the Owners, may, upon reasonable justification, cause an amendment to this Declaration to be executed and recorded to reflect such changes.

7.6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be

assumed as though fully expressed in each case.

7.7. Remedies. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, including, without limitation, an action for injunctive relief, it being acknowledged and agreed that a violation of the covenants, conditions and restrictions contained herein could cause irreparable injury to Declarant and/or the other Owners and that the Declarant's and/or the other Owner's remedies at law for any breach of the Owners' obligations contained herein would be inadequate. Enforcement may be commenced by the Association, the Declarant, the City, or any Owner against any person or persons violating or attempting to violate them, and failure by the Association, the Declarant or 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. The rights created herein are unique and enforceable by specific performance. In addition to the remedies set forth herein, the Association will also have the right and power to levy fines against any Owner in breach of their obligations set forth in this Declaration.

7.8. Notices to Member/Owner. Any notice required to be given to any Member and/or Owner under the provisions of this Declaration shall be deemed to have been properly delivered forty-eight (48) hours after deposit in the United States Mail, postage prepaid, certified or registered mail, and addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

7.9. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context requires otherwise.

7.10. Formation of Association: Inspection of Documents, Books and Records. The Association shall be formed by Declarant as a non-profit corporation in accordance with the laws of the State of Arkansas. Management and governance of the Association shall be implemented and/or undertaken in accordance with the Articles of Incorporation, in accordance with this Declaration, and in accordance with the Bylaws which shall be adopted by the Association following its formation. The Association shall make available copies of the Declaration, Bylaws, Articles of Incorporation, rules and regulations governing the Association as well as the books, records and financial statements of the Association for inspection by Owners or any Mortgagee during regular business hours or other reasonable times.

7.11. Indemnity. The Association shall indemnify, defend and hold harmless the Declarant, the Board, the Committee and each director, officer, employee and agent of the Declarant, the Board and the Committee from all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including attorneys' fees) incurred by such indemnified person under or in connection with this Declaration or the Property to the fullest extent permitted by applicable law. Such indemnity shall include matters arising as a result of the sole or concurrent negligence of the indemnified party, to the extent permitted by applicable law.

7.12. Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Development. This Declaration, when executed, shall be filed of record in the Real Property Records of the County so that each and every owner or purchaser of any portion of the Development is on notice of the conditions, covenants, restrictions and agreements herein contained.

7.13. Recorded Plat: Other Authorities. All dedications, limitations, restrictions and reservations that are shown on the Plats are deemed to be incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by the Declarant, conveying the Lots, whether specifically referred to therein or not. If other authorities, such as the City or the County, impose more demanding, expensive, extensive or restrictive requirements than those that are set forth herein (through zoning or otherwise), the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those that are set forth herein shall not supersede or diminish the requirements that are set forth herein.

7.14. Additions to the Development. Subject to this Declaration in any of the following manners:

7.14.1. The Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of this Declaration to such property, provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration. To the extent of any such addition, all Owners in any subsequent phase or addition to the Development adjoining the hereinabove described lands or adjoining the hereinabove described lands shall become members of the Association and shall be subject to all duties, responsibilities and Assessments in accordance with such membership and shall be entitled to all privileges, rights and enjoyment of Areas of Common Responsibility of all other members of the Association.

7.15. No Warranty of Enforceability. While the Declarant has no reason to believe that any of the restrictive covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants. Any Owner acquiring a Lot in the Development in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability

thereof and, by acquiring the Lot, agrees to hold Declarant and the Committee harmless therefrom. The Declarant shall not be responsible for the acts or omissions of any individual, entity or other Owners.

7.16. Right of Enforcement. The failure by Declarant or the Committee to enforce any provision of this Declaration shall in no event subject Declarant or the Committee to any claims, liability, costs or expense; it being the express intent of this Declaration to provide Declarant with the right (such right to be exercised at its sole and absolute discretion), but not the obligation to enforce the terms of this Declaration for the benefit of any Owner(s) of any Lot(s) in the Development. The Association or any Owner, except as otherwise provided herein, 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 this Declaration. The failure by the Association or any Owner to enforce any covenant or restriction herein shall, in no event, be deemed a waiver of the right to do so thereafter.

7.17. Notices. Any notice require or permitted to be given to any Owner hereunder shall be deemed to be given when mailed, postage prepaid, to the last known address of the Owner or to the Lot owned by any such Owner.

7.18. Attorney's Fees. In any proceeding initiated by Declarant, the Committee or the Association to enforce any provision of this Declaration, in addition to all other relief, the Declarant, the Committee and the Association shall recover its attorney's fees and all costs and expenses of litigation.

7.19. EPA Compliance. The Owner of each Lot agrees to comply with all EPA rules and regulations regarding erosion control and compliance with a Storm Water Pollution Prevention Plan affecting the Lots (the "Plan") which will include elements necessary for compliance with the nationwide general permit for construction activities administered by the EPA under the National Pollutant Discharge Elimination System. Each Owner acknowledges that the Declarant and any homebuilder will not bear any responsibility for complying with a Plan on any Lot upon the sale of such Lot.

7.20. Disclosures. In order to preserve property values in the Development, it is in every Owner's best interest to be fully aware of any and all adjacent land uses, objectionable land uses or nuisances, or prior land uses that might impact someone's decision to live in the Development. Accordingly, the Declarant has the right at any time to file an instrument of record in the County that will reference this Declaration and will serve the purpose of putting all existing, potential, and future Owners of any Lot on actual notice of any such land use(s) or nuisance(s).

7.21. Execution by Owner. Owner joins in these Declarations and consents to, ratifies, adopts and accepts all of the terms hereof.

[Balance of Page Intentionally Left Blank]

Exhibit A

[Real Property Description]

Real Property located and situated in White County, Arkansas, being more particularly described as:

A part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, T-7-N, R-7-W, being more particularly described as follows: BEGINNING at a found cotton spindle for the Southeast corner of said NE $\frac{1}{4}$, NW $\frac{1}{4}$, thence S $89^{\circ}46'13''$ W along the South line of said NE $\frac{1}{4}$, NW $\frac{1}{4}$ a distance of 1415.69 feet to a set cotton spindle; thence N $00^{\circ}13'47''$ E a distance of 774.26 feet to a set $\frac{1}{2}$ " rebar; thence S $89^{\circ}52'24''$ E a distance of 371.56 feet to a set $\frac{1}{2}$ " rebar; thence S $00^{\circ}13'03''$ W a distance of 25.88 feet to a set $\frac{1}{2}$ " rebar; thence S $89^{\circ}46'57''$ E a distance of 150.10 feet to a set $\frac{1}{2}$ " rebar; thence S $00^{\circ}16'50''$ W a distance of 88.15 feet to a set $\frac{1}{2}$ " rebar; thence N $89^{\circ}41'40''$ E a distance of 900.06 feet to a found cotton spindle on the East line of said NE $\frac{1}{4}$, NW $\frac{1}{4}$; thence S $00^{\circ}12'28''$ W along said East line a distance of 657.90 feet to the POINT OF BEGINNING, containing 22.69 acres, more or less.

Exhibit B

[Approved Builders]

Approved Builders:

1. Jackie Stevens
2. Gary Overstreet
3. Gerald Lynch

MISC 2009-

11512

CERTIFICATE OF RECORD
 STATE OF ARKANSAS COUNTY OF WHITE
 I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD
 AND IS RECORDED AS STAMPED HEREON.
 DATE 7-21-09 TIME 4:10 pm
 BOOK 2009 PAGE 11512
 TAMI KING, WHITE COUNTY CIRCUIT CLERK

Margie Alfom, D.C.

FIRST AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GARDENS AT THE
 DOMINION, A SUBDIVISION OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF SEARCY,
 WHITE COUNTY, ARKANSAS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GARDENS AT THE DOMINION, A SUBDIVISION OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF SEARCY, WHITE COUNTY, ARKANSAS, (this "First Amendment") is made on the date hereinafter set forth by DALRYMPLE DEVELOPMENT, LLC, an Arkansas limited liability corporation (the "Declarant") and THE GARDENS AT THE DOMINION, LLC, an Arkansas limited liability company (the "Owner") for the purpose of amending the covenants, conditions and restrictions contained herein.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restriction for the Gardens at the Dominion, a Subdivision of Certain Real Property Located in the City of Searcy, White County, Arkansas (the "Declaration") was filed of record in the office of the White County Circuit Clerk and Ex Officio Recorded on the 27th day of Feb, 2009, in Misc Book 2009 at Page 3381, and following.

WHEREAS, this First Amendment shall effect the real property being more specifically described in the Plat of the Development and on Exhibit A hereto, which are incorporated herein and made a part hereof for all purposes and that other property made subject to the Declarations in the manner provided therein (the "Property").

NOW, THEREFORE, Declarant and Owner, for the First Amendment, declares the terms by which all of the Property shall be held, sold and conveyed subject to the following. This First Amendment shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof their heirs, successors and assigns, and shall inure to the benefit of Declarant and each owner thereof.

This Instrument Prepared by:
 MILLAR GIBSON, P.A.
 401 W. Center
 P.O. Box 1406
 Searcy, Arkansas 72145-1406

Dalco

1. Incorporation of Terms. The Declaration is incorporated here as though set forth word for word except for the modifications set forth herein. All capitalized term contained herein shall have the same meaning as that given in the Declaration except as may be specifically set forth herein.

2. Effect Upon Other Instruments. Except as specifically set forth herein, nothing in this First Amendment shall be deemed to modify, alter or amend any term, condition or provision of the Declaration.

3. Amendments to Terms of Declaration. Pursuant to Section 7.5 of the Declaration, the following modifications and amendments are made to the declaration by substituting the following paragraphs to the Declaration:

3.1. Section 6.5 of the Declaration is amended and restated to read as follows:

6.5. Accessory Structures. Accessory Structures that are approved by the Committee may be placed on the lot at approved locations as designated by the Committee, which may, at the discretion of the Committee, be located on a Zero Lot Line. Cart houses built with materials and designs matching and consistent the home to be constructed on any Lot and, or as approved by the Committee may be located on the rear lot line of Lots adjoining certain designated Green Belt areas. Any cart house may not exceed 400 square feet absent the express, written approval of the Declarant or the Committee.

3.2. Section 6.5 of the Declaration is amended and restated to read as follows:

6.10. Setback Requirements. No dwelling shall be located on any Lot nearer to the front lot line, the rear lot line, or the side lot lines than the minimum setback lines shown on the Plat or as required by the City; provided, however, that provided written approval has been obtained by the Declarant or the Committee, nothing in this Section shall limit the ability to construct any Accessory Structure adjacent to any Zero Lot Line, and including the rear lot line of Lots adjoining certain Green Belt areas as may be provided in Section 6.5 hereof or as otherwise may be permitted herein.

3.3. Section 7.1.5 of the Declaration is amended and restated to read as follows:

7.1.5. Zero Lot Line Easements. An eight (8) inch wide Masonry Wall and Lug Easement is hereby reserved on each side of each Zero Lot Line. There is also hereby reserved and established a Six foot (6') Ingress-Egress and Maintenance Easement on all Lots having a common boundary with the Zero Lot Line of an adjacent Lot. This easement shall be contiguous with and parallel to the Zero Lot Line and be for the purpose of maintenance and/or repair of residences along such Zero Lot Line. All Lots adjacent to Lots with improvements (including the garage or any Accessory Structure) situated on or within one foot (1') of the zero setback line (which is herein provided to allow for errors in the actual placement of dwellings on the Lots), as permitted by the Plats, Board or Architectural Control Committee, as applicable,

shall be subject to a six foot (6') access easement for the construction, repair and maintenance of improvements located upon any adjacent Lot where said improvements are located on the zero setback line of such adjacent Lot. The zero setback line Owner must replace toeing, landscaping or other items on the adjoining Lot that he may disturb as a result of such construction, repair or maintenance. Additionally, this easement when used, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. The zero setback line Owner must notify the Owner of the adjacent Lot of his intent to do any construction or maintenance upon the zero setback line wall at least twenty-four (24) hours before any work is started, with the hours that such access easement may be utilized being restricted to between the hours of 7:00 am to 6:00 pm, Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays, (except in the case of an emergency, in which no notice need be given and maintenance can be performed at any necessary time). The provisions hereof are applicable to any Home or garage but shall not apply to Accessory Structures which are governed by Section 6.5 hereof.

4. Execution by Owner. Owner joins in these Declarations and consents to, ratifies, adopts and accepts all of the terms hereof.

5. Effect of Additions to the Property. In the event that additional real property is added to the Development, the terms of this First Amendment shall apply to that real property as though set forth and described in full on Exhibit A hereto.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this 15th day of July, 2009.

Declarant:

DALRYMPLE DEVELOPMENT, LLC

By: [Signature]
Stuart Dalrymple, Member

By: [Signature]
Scott Dalrymple, Member

ACKNOWLEDGMENT

State of Arkansas
County of White

Before me, the undersigned official, appeared this day Stuart Dalrymple and Scott Dalrymple who acknowledged themselves to be the sole members of Dalrymple Development, LLC an Arkansas limited liability company who, being authorized so to do, acknowledged that they had executed the foregoing instrument for the purposes and consideration therein contained .

[Signature]
Notary Public

My Commission Expires:

12-19-15



IN WITNESS WHEREOF, the undersigned, being the Owner herein, has hereto set its hand this 15th day of July, 2009.

Owner:

THE GARDENS AT THE DOMINION, LLC

By:

[Signature]
Stuart Dalrymple, Manager

ACKNOWLEDGMENT

State of Arkansas
County of White

Before me, the undersigned official, appeared this day Stuart Dalrymple who acknowledged himself to be the manager of The Gardens at the Dominion, LLC, an Arkansas limited liability company who, being authorized so to do, acknowledged that he had executed the foregoing instrument for the purposes and consideration therein contained .

[Signature]
Notary Public

My Commission Expires:

12-19-15

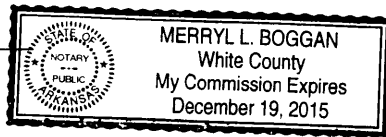


Exhibit A

[Real Property Description]

Real Property located and situated in White County, Arkansas, being more particularly described as:

A part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, T-7-N, R-7-W, being more particularly described as follows: BEGINNING at a found cotton spindle for the Southeast corner of said NE $\frac{1}{4}$, NW $\frac{1}{4}$, thence S $89^{\circ}46'13''$ W along the South line of said NE $\frac{1}{4}$, NW $\frac{1}{4}$ a distance of 1415.69 feet to a set cotton spindle; thence N $00^{\circ}13'47''$ E a distance of 774.26 feet to a set $\frac{1}{2}$ " rebar; thence S $89^{\circ}52'24''$ E a distance of 371.56 feet to a set $\frac{1}{2}$ " rebar; thence S $00^{\circ}13'03''$ W a distance of 25.88 feet to a set $\frac{1}{2}$ " rebar; thence S $89^{\circ}46'57''$ E a distance of 150.10 feet to a set $\frac{1}{2}$ " rebar; thence S $00^{\circ}16'50''$ W a distance of 88.15 feet to a set $\frac{1}{2}$ " rebar; thence N $89^{\circ}41'40''$ E a distance of 900.06 feet to a found cotton spindle on the East line of said NE $\frac{1}{4}$, NW $\frac{1}{4}$; thence S $00^{\circ}12'28''$ W along said East line a distance of 657.90 feet to the POINT OF BEGINNING, containing 22.69 acres, more or less.

CERTIFICATE OF RECORD
STATE OF ARKANSAS COUNTY OF WHITE
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD
AND IS RECORDED AS STAMPED HEREON.

DATE 2-26-10 TIME 10:25 AM

BOOK 2010 PAGE 3554

TAMI KING, WHITE COUNTY CIRCUIT CLERK

Martha Tucker R.

AMENDMENT TO:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GARDENS AT THE
DOMINION, A SUBDIVISION OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF SEARCY,
WHITE COUNTY, ARKANSAS

SECTION 6.10 of the above said covenants filed for record on February 27, 2009 in Misc Book
2009, Page 3381 is hereby revised to the following:

6.10. Setback Requirements. No dwelling shall be located on any Lot nearer to the front lot
line, the rear lot line, or the side lot lines than the minimum setback lines shown on the
Plat or as defined elsewhere in these covenants. The definition of setback as applied to
these covenants shall be the closest perpendicular distance from the respective property
line to the exterior façade (brick, drivit, rock, etc...) of the structure excluding eaves,
overhangs, and gutters.

SECTION 6.15.3 of the above said covenants filed for record on February 27, 2009 in Misc
Book 2009, Page 3381 is hereby revised to the following:

6.15.3 The yard area must be completed within sixty (60) days of substantial completion of the Home
and shall be identical to the improvements proposed by the landscape architect and approved
by the Committee.

IN WITNESS WHEREOF, the undersigned, being the Owner herein, has hereto set its hand
this 26 day of February, 2010.

Owner:

THE GARDENS AT THE DOMINION, LLC

By:


Stuart Dalrymple
Stuart Dalrymple, Manager

Dalco

ACKNOWLEDGMENT

State of Arkansas
County of White

Before me, the undersigned official, appeared this day Stuart Dalrymple who acknowledged himself to be the manager of The Gardens at the Dominion, LLC, an Arkansas limited liability company who, being authorized so to do, acknowledged that he had executed the foregoing instrument for the purposes and consideration therein contained.



Notary Public

My Commission Expires:

7-31-2011



THIS INSTRUMENT PREPARED BY:
Millar Jiles, LLP
Attorneys at Law
P.O. Box 1406
Searcy, AR 72145-1406

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE GARDENS AT THE DOMINION, A SUBDIVISION
OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF SEARCY,
WHITE COUNTY, ARKANSAS

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GARDENS AT THE DOMINION, A SUBDIVISION OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF SEARCY, WHITE COUNTY, ARKANSAS ("Third Amendment") is made by DALRYMPLE DEVELOPMENT, LLC, an Arkansas limited liability company ("Declarant") and THE GARDENS AT THE DOMINION, LLC, an Arkansas limited liability company ("Owner"); to be effective as of the date of recording of this Third Amendment for purposes of further amending the Declaration (as hereinafter defined).

RECITALS:

1. The Declaration of Covenants, Conditions and Restrictions for the Gardens at the Dominion, a Subdivision of Certain Real Property located in the City of Searcy, White County, Arkansas (the "Declaration") was filed for record on February 27, 2009, in Misc. Book 2009 at Page 3381 of the records of White County, Arkansas.
2. The Declaration was subsequently amended by First Amendment which was filed for record on July 21, 2009, in Misc. Book 2009 at Page 11512 of the records of White County, Arkansas.
3. The Declaration was further amended by Amendment which was filed for record on February 26, 2010, in Misc. Book 2010 at Page 3554 of the records of White County, Arkansas.
4. Pursuant to the provisions of Section 7.5.2 of the Declaration, at a meeting of the property owners this Third Amendment was approved by a vote of 66 2/3rds percent of all property owners of record.

NOW THEREFORE, Declarant and Owner hereby amend the Declaration as follows:

1. Certain Terms. All capitalized terms used in this Third Amendment shall have the same meaning as provided in the Declaration unless a contrary intent is clearly indicated.

2. Amendment to Section 6.4.1 of the Declaration. Section 6.4.1 of the Declaration is amended and restated as follows:

“6.4.1. Restrictions on Re-subdivision; Lot Assembly. No Lot may be subdivided. With the prior approval of the Architectural Control Committee, two adjoining Lots may be assembled and utilized for the construction of a single residential structure and, in such event, the side-yard set back requirements for the common lot line between the assembled Lots shall be disregarded.”

3. No Other Modification. Except as expressly set forth herein, no other amendments or modifications to the Declaration are intended and the Declaration, as previously amended, is and shall remain in full force and effect.

DATED this ____ day of July, 2017.

(Signatures appear on following pages)

DECLARANT:

DALRYMPLE DEVELOPMENT, LLC

By: _____
Stuart Dalrymple, Member

By: _____
Scott Dalrymple, Member

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF WHITE

On this ___ day of July, 2017, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Stuart Dalrymple and Scott Dalrymple, (being the persons authorized by said limited liability company, to execute such instrument, stating their capacities in that behalf), to me personally well known (or satisfactorily proven to be such persons), who stated that they were the Members of Dalrymple Development, LLC, a limited liability company, and were duly authorized in their respective capacities to execute the foregoing instrument(s) for and in the name and behalf of said limited liability company, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ___ day of July, 2017.

Notary Public

My commission expires:

(SEAL)

OWNER:

THE GARDENS AT THE DOMINION, LLC

By: _____
Stuart Dalrymple, Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF WHITE

On this ___ day of July, 2017, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Stuart Dalrymple, (being the person authorized by said limited liability company, to execute such instrument, stating his capacity in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he was the Manager of The Gardens at the Dominion, LLC, a limited liability company, and was duly authorized in his capacity to execute the foregoing instrument(s) for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ___ day of July, 2017.

Notary Public

My commission expires:

(SEAL)