

**AMENDED AND REVISED
DECLARATION OF GOVERNANCE,
COVENANTS AND RESTRICTIONS
MIDTOWN BRYANT
BRYANT, SALINE COUNTY, ARKANSAS**

KNOW ALL BY THESE PRESENTS:

This Amended and Revised Declaration of Governance, Covenants and Restrictions of Midtown Bryant, Saline County, Arkansas, ("Declaration") shall amend and supplement the original Declaration of Governance, Covenants, Easements, Conditions, and Restrictions for what is commonly known as Midtown Bryant in Bryant, Saline County, Arkansas filed on October 2, 2008 in the records of the Circuit Clerk of Saline County, Arkansas, as Document 08-085690, ("Original Declaration") and shall constitute covenants and restricts applicable to all real property as set forth on the attached Exhibit A, hereinafter referred to as "Property."

All non-amended provisions of the original Declaration shall remain in full force and effect except as amended or revised herein. This Amended and Revised Declaration of Governance, Covenants and Restrictions of Midtown Bryant, Saline County, Arkansas, is being recorded pursuant to ARTICLE XI, Section 4 of the original Declaration of Governance, Covenants and Restrictions of Midtown Bryant, Saline County, Arkansas. Same having been approved by City of Bryant, Arkansas Municipal Property Owner's Multipurpose Improvement District No. 84 (Midtown Project), hereafter referred to as "District No. 84" as successor to the "Founder." Further same was approved pursuant to ARTICLE XI, Section 4 of the original Declaration of Governance, Covenants and Restrictions of Midtown Bryant, Saline County, Arkansas at a Special Meeting of the Board of Directors of The Midtown Bryant Council, Inc., held on the 30th day of Novembe 2020, at 251 A Street Bryant AR 72022.

This AMENDED AND REVISED DECLARATION OF GOVERNANCE, COVENANTS AND RESTRICTIONS MIDTOWN BRYANT, BRYANT, SALINE COUNTY, ARKANSAS is approved and carried into effect for the purpose of simplifying and reducing any undue burdens and requirements of the Original Declaration. The Original Declaration shall govern, without amendment, any existing Residences in existence on the date hereof.

The Owners, desiring to protect the buyers and owners of the Property against undesirable uses of said property that would detract from the orderly establishment and functioning of a neighborhood, have caused the following covenants and restrictions hereinafter referred to collectively as the "Declaration" to be filed for record in the office of the Circuit Clerk and Ex- Officio Recorder of Saline County, Arkansas, for the purpose of creating requirements and procedures for a neighborhood which will be attractive to home buyers, sound for investors, and a benefit to the greater community. Any conveyance by the Owners of said lands by lot and block number shall forever be held to be a good and legal description.

Said Property shall be subject to the following covenants, easements, conditions, and restrictions which are for the purpose of protecting the value and desirability of, and which shall accordingly run with the land and shall be binding on all parties having any right title or interest

in and to the Property and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

WHEREAS, said Property has been platted hereinafter referred to as "the Plat", filed herewith in the Plat Record Book 2008 at Pages 85692 through 85695, prepared by William W. Hope, Professional Engineer and Professional Land Surveyor, Hope Engineering, dated July 23, 2008 and revised September 30, 2008, bearing a certificate of approval executed by the City of Bryant Planning Commission and showing thereon the metes, bounds or lot and block where applicable.

NOW THEREOF, the following covenants stated herein shall apply to all of the Property now platted as **Midtown Bryant, Phases I & II** to the City of Bryant Saline County, Arkansas, as covenants running with the land:

A. DEFINITIONS

1. "Association" shall mean and refer to The Midtown Bryant Council, Inc. an Arkansas non-profit corporation, its successors, and assigns.
2. "Assessments" shall mean and refer collectively to the following Association charges:
 - a. "General Assessment" is the amount payable each year by each Owner (other than the Founder or any Affiliate of the Founder) to meet the Association's annual budgeted common expenses.
 - b. "Individual Parcel Assessment" is a charge made to a particular Owner (other than the Founder or any affiliate of the Founder) for charges related only to the Owner or such Owner's Parcel.
 - c. "Special Assessment" may be charged to each Owner and such Owner's Parcel (other than the Founder or any Affiliate of the Founder) for capital improvements or emergency expenses.
3. "Commons" shall mean and refer to the open spaces, greenswards, parks, meadows, amphitheaters, paths, pools, Buildings and Common Ways that are developed or set aside within the Community and are now or hereafter conveyed to the Association, together with the improvements thereon, for the common use and enjoyment of all members, but excluding any of the foregoing that are dedicated to public use. Such Commons shall include, by way of example and not by way of limitation, any area designed on the Plat as "Commons". "Common Area," "Stormwater Detention and Common Ground" and all other areas including the term "Common Ground" or "Commons" within their designation on the Plat shall be included.

4. "Lot" as that word is utilized herein shall consist of a single numbered lot as shown on the Plats recorded in the office of the Circuit Clerk of Saline county, Arkansas. No lot shown on the plat may be subdivided into more than one lot unless approved by the Committee as well as the City of Bryant.
5. "Principal Dwelling," "residence" or "principal residence" as used herein shall refer to a residence meeting the requirements hereof and approved by the Architectural Control Committee provided for herein for construction
6. "Rules and Regulations" shall mean and refer to rules and regulations for the Community adopted by the Board from time to time, which Rules and Regulations are subject to modifications and amendment from time to time and at any time by the action of the Board. The Rules and Regulations are incorporated by reference into this Declaration.

B. PROPERTY RIGHTS

1. Commons:

- (a) Rights of the Association The Association, subject to the rights reserved to the Founder and the rights and obligations of the Owners set forth in this Declaration as it may be amended and/or supplemented from time to time, shall have the right to and shall be responsible for the exclusive management and control of the Commons and improvements of same, together with the fixtures, equipment and other personal property of the Association related thereto. The Association shall be responsible for the maintenance, upkeep, and repair of the Commons and for making any capital improvements and alterations thereto.
- (b) Sidewalks and Parking Lots Upon or Servicing Commercial Lots Notwithstanding anything provided in this Declaration to the contrary, the use, maintenance, and repair obligations of various parking areas and sidewalk in the Commercial District shall be regulated in the following manner (i) if accepted by the City of Bryant, said parking lots and sidewalks shall be regulated by the City of Bryant (ii) if not dedicated to the City by the Founder or its successors in interest, some parking lots and sidewalks shall be available for public use but maintained by the Association as specified in either the plat containing such lots, a Declaration of covenants, deed or other instrument executed by the Founder and recorded in the Saline County Circuit Clerk's office (iii) if not dedicated to the City or designated for maintenance by the Association, some parking lots and sidewalks shall be available for public use but maintained by a separate association to which ownership or an easement over such lot and/or sidewalks is granted (iv) if not dedicated to the City or designated for maintenance by the Association or any other association some parking lots and sidewalks shall be available for public

use but maintained by the Owner of each Parcel within a Commercial District within or upon such Owner's Parcel and any other areas on or adjacent to such Owner's Parcel up to the curb of the street or roadway abutting such Lot. The delineation between areas to be maintained by the City and those by the Association, and those to be maintained by the City, by the Association by appurtenant Owners or by a separate association, shall be made as completely as then possible on the recorded Plat or Plats, as may be amended in conformity with law. Notwithstanding the foregoing, any owner may apply to the Parking District Use Committee to reserve spaces in a particular parking lot for special events, commercial business use or overnight parking in the case of a residential use contained in a Live Work Unit. The Commercial Districts within the Community may be subject to separate covenants or Declarations whereby the cost of maintaining the sidewalk and parking lots within the Commercial District shall be paid on a prorated basis by and among the Owners of any such Parcels therein and the maintenance of such sidewalks shall be performed by one or more owner's associations which may be established for any of the Commercial Districts.

The foregoing maintenance and repair obligations shall extend to and include the repair and replacement of all sidewalks, the general cleaning and removal of debris, trash rubbish litter snow, therefrom and, to the extent approved by the Association, any and all landscaping situated on or adjacent to the sidewalks in any of the Commercial Districts.

Notwithstanding that parking lots situated within any Commercial Districts may be maintained by the Owners of all Parcels within such Commercial Districts or any owners' association established for such Commercial Districts, on-street parking within any of the Common Ways shall be deemed part of the Commons which will be maintained by the City in case of any dedicated public way and by the Association in the case of any private street.

- (c) Maintenance Occasioned by Acts or Omissions of Owners: In the event that the Association determines that any maintenance, cleaning, repair or replacement for which the Association is responsible is caused by either the negligent or willful acts or omissions of any Owner or Occupant, then the Board, in addition to the exercise of any other rights and remedies set forth in this Declaration may give such Owner written notice of the Board's intent to provide such necessary maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner, which notice shall set forth in reasonable detail what action is deemed necessary to be taken by such Owner. Except in the event of emergency situations, such Owner shall have five (5) days within which to complete the same in a good and workmanlike manner or, if the same is not capable of completion within such five (5) day period, to commence such maintenance, cleaning, repair or replacement and to proceed diligently with the completion of the same in a good and workmanlike manner. In

the event of emergency situations or the failure of any Owner to promptly comply with the provisions hereof after said notice, the Association may provide (but shall not be obligated to provide) any such maintenance, cleaning repair or replacement at the sole cost and expense of such Owner in which event said costs shall be a personal obligation of such Owner, shall constitute an individual Parcel Assessment to such Owner, and shall be subject to the lien and foreclosure set forth in Article VIII, Section 1 herein, If, and to the extent that, the Association undertakes any action against an Owner pursuant to this Section, then all costs and expenses incurred by or on behalf of the Association, including without limitation, reasonable Assessments payable by such Owner and shall be recoverable by the Association in accordance with the terms and provisions of the Declaration.

- (d) Owners' Easements and Rights off Enjoyment in the Commons: Subject to the terms and provisions of this Declaration, each Owner and Occupant shall have a nonexclusive, perpetual right and easement of ingress, use, and enjoyment over, across upon, in and to the Commons, which easement shall include, without limitation, to the right of access to and from, and use of the Commons and the right to use access, utility, water, sewer, drainage and ponding easements therein. Such right and easement shall be appurtenant to and shall pass with the title to each Parcel that is part of the Community, shall not be severable therefrom, and shall be subject to the following provisions:
- (i) The right of the Association to charge reasonable admission and other fees for use of any recreational facility situated upon the Commons;
 - (ii) The right of the Association to suspend any Owner's voting rights and right of such Owner, his family, guests and invitees to use the recreational facilities for any period during which any Assessment against such Owner's Lot remains unpaid; and the right to suspend the same for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;
 - (iii) The right of the Association or the Founder to dedicate all or any part of the Commons to any public agency, authority, or utility for such purposes and subject to such conditions of the Association's rules and regulations;
 - (iv) The right of each other Owner and Occupant to the use of the Commons, as provided and limited in this Article;
 - (v) The restrictions that no Owner or Occupant shall operate, drive, ride store or otherwise place any motorized vehicles, on, in or about any part o the Commons other than the Commons Ways, including but not limited to cars, go-cars, trailers, recreational vehicles, recreational motor vehicles, trucks, vans, all-terrain vehicles, motorcycles, motorized bicycles, motor tricycles, dirt bikes, minibikes, tractors, campers and house trailers.

- (vi) The restriction that no Owner or Occupant shall operate, drive, ride, store or otherwise place any motorized watercraft, including, without limitations, boats, vessels, motorboats, and jet skis on, in or about any part of the Commons and that any swimming or other water activity shall be strictly at the risk of such Owner, member, guest or invitee as no such activity shall be supervised by any lifeguard or other safety personnel'
 - (vii) The easements, uses, limitations, conditions, reservations and restrictions hereinafter provided in this Declaration;
 - (viii) The Rules and regulations as established from time to time by the Association;
 - (ix) The right of the founder and any Builder to use the Commons for sign placement purposes during periods of construction and development;
 - (x) The right of the Founder and the directors, on behalf of the Association, to negotiate with any public agency for the conveyance of all or any part of the Commons, for any public purposes, and to execute such instruments as may be necessary for such purpose, subject to the proceeds of any such conveyance being held by the Association in trust for the Owners.
 - (xi) Each owner and Occupant shall use and exercise their easement rights over the Commons in a reasonable manner so as not to endanger or harm others, create a nuisance for others, or cause any obstruction or impediment to the use of the easements created by this Declaration by other authorized to use them. Any Owner may delegate, subject to the provisions of this Declaration and the Rules and Regulations, such Owner's right to enjoyment of the Commons to any Occupant who either resides on the Parcel or are accompanied by such Owner while using any of the Commons. Subject to the rights granted by the Founder to third parties to use the Commons as allowed under this Declaration, the Board may adopt additional rules and regulations from time to time which limit, restrict, or prohibit the use of any recreational facilities constituting part of the Commons by any person who is not an Owner or which impose fees or charges on the use of any of the Commons by any persons who are not owners.
- (e) Conveyance of Title Subject to the right of the Founder to dedicate or convey all or portions of the Commons to a governmental entity, for-profit entity, title to the Commons shall be conveyed to the Association no later than the Turnover Date. For those Commons that are easements or other rights, the Association shall be the holder of those rights. Upon termination of the Declaration, title to the Commons shall vest in the then Owners as tenants in common. The rights or such tenants shall only be exercisable appurtenant to and in conjunction with their Lot ownership and any conveyance or change of lot ownership shall convey ownership

in the Commons, as no interest in the Commons shall be conveyed by any tenant except in conjunction with the sale of such tenant's lot.

- (f) Limitation of Liability Association shall endeavor to use reasonable judgment in maintaining the Commons and enforcing traffic control measures, but neither the Association nor the Founder makes any representation or assumes any liability for any loss or injury. Neither the Association nor the Founder shall be liable for any injuries or damage to person or property (a) caused by the elements, acts of God, or any Owner or other person (b) resulting from any surface subsurface conditions or which may be caused by rain or any other surface water which may leak or flow from any portion of the Commons or another Lot or Parcel onto a Lot or any Improvements thereon (c) resulting from theft, burglary, or other illegal entry onto any Lot or any Improvements thereof or any of the Commons (d) resulting from improper design of the Commons or improvements therein, or e) resulting from swimming, fishing or any other water activities in any body of water in the Commons.

No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or the Founder to take some action or perform some function required to be taken by or performed by the Association hereunder or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association or from any action taken by the Association to comply with any applicable governmental regulations of any applicable governmental authority.

2. Surface Water or Storm Water Management System: The City and the Association shall each have the right, but not the obligation, to maintain and cause all Owners to maintain proper drainage within the Community in accordance with the grading plan approved by the City as the same may be amended from time to time. In the exercise of this right, Association shall have a blanket easement and right on, over, across, under and through all portions of the Community not owned by the Founder or any affiliate of the Founder to maintain and to correct drainage of surface water provided, however, that as provided below, each Owner shall be solely responsible for providing and maintaining adequate soil erosion measures and drainage facilities on such Owner's Parcel. The easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with applicable governmental regulations, provided, however, that the Association shall not be obligated to undertake any of the foregoing actions. In the event the Association does undertake any of the foregoing, no permanent dwelling or storage structures shall be removed, and all lands affected will be restored as nearly as possible to the state existing prior to taking such actions as set out herein. Notwithstanding the foregoing following conveyance by the Founder, each Owner shall provide and maintain on his or her Parcel adequate soil erosion measures and drainage facilities to accommodate

any storm water run off from coming into such Owner's Parcel or resulting from any Improvements being or having been constructed on such Owner's Parcel. Each Owner shall also insure that his or her Parcel and any Improvements thereto area at all times in strict compliance with (a) all soil erosion protection requirements of the City (b) all store water drainage and run off requirements and regulations of the City and (c) all their applicable governmental regulations. Each Owner, by acceptance of a deed to his or her Parcel, shall and does hereby indemnify, defend and agree to hold the Founder, the Architectural Review Board, and the Association and their respective agents, employees, officers, directors, shareholders, members, managers, and representatives harmless from and against any and all other amounts suffered, paid, or incurred by any of them in connection with any action, suit, or proceeding (including the settlement of any suit or proceeding) to which any such person may be made apart by reason of the breach by such Owner (or, any breach by such Owner's Occupants, contractors, subcontractors, guest, agents, employees, or invitees) of any of the terms and provisions of this Section 2.

3. Utilities

- (a) Water Lines: It is intended that all water supply lines (other than those service lines that may be located within the boundaries of a Lot) shall be owned and maintained by the City of Bryant, Arkansas, and such water supply infrastructure installed, and to be installed, by Founder and its contractors and affiliates, is hereby dedicated for such maintenance. Most water supply lines will be placed adjacent to Common ways and shall be within those specific easements located on the Plat.
- (b) Waste Treatment: Waste water (sanitary sewer) treatment services for the Community will be provided by the City of Bryant, Arkansas who shall assess and collect from each Owner a fee for such services, and the sanitary sewer treatment infrastructure installed, and to be installed by Founder and its contractors and affiliates, is hereby dedicated for such maintenance. This Declaration establishes easements in favor of the City for right of access over any Parcel for the purpose of installing, repairing and replacing sanitary sewer lines, pipes, conduit and conduit and other apparatus in connection with providing such services to the Community. Further, each Parcel and Unit is burdened with an easement to allow any other Lot Owner to place alateral line underground and across such Parcel for the purpose of connecting to the main line of any sanitary system or any equipment that is part of such system and transmitting sanitary sewage through such line. Such easements are included with the utility easements reserved by the Founder pursuant to Article IX, Section 6(b) herein.
- (c) Cable Television and Internet Service The Founder, for itself and its successors and assigns, reserves the right to install, maintain and repair within any portion o the Community's lines, pipes wiring, conduit, and

other apparatus and equipment for cable television and internet service (including fiber optic service or such other technology which may become available in the future) and other communication purposes. The Founder or its assigns may collect a fee for such service.

- (d) Owner Responsibility for Utility Services: Each Owner shall, at such Owner's sole cost and expense, be responsible for (i) constructing, installing, maintaining, repairing and replacing all necessary lines, pipes, wiring, conduit and equipment necessary to connect any improvements located on such Owner's Parcel to all utility lines, pipes, wiring, conduit, or other apparatus situated adjacent to or within the boundaries of such Owner's Parcel or which may be situated within the right of way of any Common Ways situated adjacent to such Owner's Parcel which obligation shall include the installation, maintenance, repair and replacement of any grinder pumps, vacuum systems, and/or related equipment to the extent the same are necessary in order to provide or obtain sanitary sewer service and (ii) paying all reservation, tap, impact, service, demand, use, license permit and other fees, charges, costs and expenses charged by the applicable utility companies or utility providers to provide any such services to such Owner's parcel.
- (e) Trash and Garbage Service: Each Owner shall be solely responsible for arranging for the provision for the removal of all trash, garbage, rubbish, refuse, waste and debris (including without limitation, tree and shrubbery clippings, grass clippings and removal of any dead or diseased trees and flora) from such Owner's Parcel, and any payment for such service shall be the responsibility of the Owner, and, provided, further, the continuance of only such service is within the discretion of the City.

- 4. Association Rights to Grant Easements and Certain easements Over Lots and Commons: the Association shall have the right to grant permits, licenses, and easements over the Commons for utilities, access, and other purposes necessary or desirable for the operation of the Community.

A perpetual, nonexclusive easement is hereby established in favor of the Association, its employees, agents, contractors, successors, and assigns for a reasonable right of entry on any Lot to perform repairs or do work reasonably necessary for the proper maintenance of the Commons and/or to perform any of the powers, rights and duties available to or imposed under the Association by this Declaration and/or the Bylaws of the Association, including without limitation, enforcing the covenants and restrictions imposed by this Declaration.

In addition to the foregoing easement, the Association may, in its sole discretion, elect to maintain repair or replace, at the expense of the Association as a Common Expense, certain fences or walls located on Lots that abut the Commons or any Common Ways as may from time to time be designated by the

Association or Founder and a perpetual, nonexclusive easement is reserved over the Lots for such purposes.

C. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership Every Owner of a Parcel within the platted area shall be a member of the Midtown Bryant Council, Inc. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Parcel.
2. Votes: Adjusted by the provisions hereof, all Owners, including the Founder with respect to unsold Parcels, shall be entitled to one vote in the Association for each Parcel owned by such Owner and Founder and in no event shall more than one vote be cast with respect to any Parcel. If any Owner consists of more than one person, the voting rights of each such Owner shall be exercised as if the Owner consisted of only one person. For purposes of determining votes, Parcels that contain only a Garage and no other Residential or Commercial Structure shall not be included.
3. Proxies At all meetings of each Association, any Owner, as the case may be, may vote in person or by proxy. All proxies shall be in writing, signed by the giver of the proxy, state that the giver of the proxy is appointing the proxy holder to vote for the proxy giver at a designated meeting or meetings, and be filed with Association, as applicable. Every proxy shall be revocable and shall automatically cease upon the conveyance by the giver of the proxy of such proxy giver's Lot.
4. Association Meetings Meetings of the Association shall be held at a location within the Community or at such other place in Saline County, Arkansas as may be specified in the written notice of the meeting. The first annual meeting of the Association shall be called by the Founder at such time as the Founder deems appropriate, but in no event no later than sixty (60) days after Founder sells the last Parcel owned by the Founder to a third party Owner, and thereafter the annual meeting of the Association shall be held on the same day each year on the anniversary date of the first annual meeting called by the Founder at the same hour or at such other date or hour specified in the written notice of such meeting. Annual meetings are to occur within the first 60 days of each fiscal year of the Association. Special meetings of the Association may be called by the President of the Association, a majority of the Board of the Association, or by Owners having at least one-third (1/3) of the votes in the Association. Written notice of the place, day and time of the annual meeting and all special meetings shall be delivered not less than five (5) days before such meetings to all Owners and to those institutional holders of a first mortgage first deed of trust on any Lot that have requested such written notification to the Association no fewer than ten (10) days prior to any such meeting. Any Owner or holder of a first mortgage or first deed of trust shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be deemed delivered

when deposited in the United States mail, with postage therein prepaid, addressed to the person or entity entitled to notice at his, her or its last known address.

5. Quorum. A quorum of Owners for any meeting shall consist of Owners having one-tenth (1/10) of the votes in the Association, whether present in person or by written proxy submitted to the Association at or before the meeting. Unless otherwise provided herein, the decision of a majority of a quorum shall be valid as the act of the Association. If the quorum is not present at any meeting, another meeting shall be called as provided above, and business may be conducted at said second meeting if at least one-tenth (1/10) of the Owners attend in person or by proxy.

D. BOARD OF DIRECTORS OF THE ASSOCIATION

1. Number and terms of Association Directors The Board of Directors of the Association shall, except as otherwise provided herein, consist of five (5) persons, with each person elected by a majority vote of a quorum of Owners that owns Parcels within BRYANT MIDTOWN. Except as otherwise provided herein, each such Director shall hold office for the term of one year and until his successor shall be elected and qualified. Except for the special elections of Directors who replace Directors appointed by the Founder to the Association Board, elections for Directors that are not appointed by the Founder shall be held in the month of November or December of each year for the next succeeding calendar year.
2. Qualifications. Directors must own at least one parcel in the Community but do not need to reside in the Community. Members who are appointed by the Founder shall not be required to own any Parcel in the Community or reside within the Community. Except as otherwise provided herein, if a Director shall cease to meet in the qualification during his or her term, such Director shall immediately cease to be Director and such Director's place on the Board shall be deemed vacant.
3. Vacancies Any vacancy occurring on the Board of Directors of the Board shall be filled by the remaining Directors, with the successor elected by the Owners at the next election set out in Section 1 above.
4. Actions without Meetings Any action that is required to or may be taken at a meeting of the Midtown Bryant Council, Inc. may be taken without a meeting if consents in writing setting forth the actions so taken are signed by all the Directors. The consents shall have the same force and effect as the unanimous vote at a meeting duly held.
5. Compensation Directors shall receive no compensation for their services.

6. Powers and Duties The Association, by its Board of Directors, shall manage the Commons and the affairs of the Board with respect thereto. The Board shall have and is vested with all powers and authorities, except as may be expressly limited by law or this Declaration, to supervise, control, direct and manage the Commons, affairs and activities of the Board to determine the policies of the Board, to do or cause to be done any and all lawful things for and on behalf of the Declaration, or levy Assessments to exercise or cause to be exercised any and all of its powers, privileges or franchises and to seek the effectuation of its objects and purposes. Without limiting the generality of the foregoing, the Board of Directors may:

- a. Administer the affairs of the Board and of the Commons;
- b. Engage, if deemed necessary or appropriate, the services of a professional managing agent who shall and operate the Commons for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- c. Formulate policies for the maintenance, management, operation, repair and replacement of the Commons and improvements and obtain such services that provide for the public health, safety and welfare of the Commons as the Directors may consider advisable;
- d. Adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair and replacement of the Commons and improvements and to attend such rules and regulations from time to time;
- e. Provide for the maintenance, management, operation, repair and replacement of the Commons and improvements including, without limitation, mowing, landscaping, planting, seeding, pruning, and care of shrubbery, removal of plants, and maintenance, repair and replacement of improvements located within the Commons.
- f. Provide for payments for (i) any and all maintenance, management, operation, repair and replacement of the Commons and improvements therein and (ii) any and all professional services rendered by the Town Architect and other professionals retained by the Board of Directors in accordance with such rates and agreements as the Board shall determine.
- g. Provide for the levying and collection of Assessments pursuant to this Declaration, including but without limitation, General, special, and Individual Parcel Assessments and to approve payment vouchers or to delegate such approval to the officers or the managing agent.
- h. Provide for the designation, hiring and removal of employees and other personnel, and to engage or contract for the services of others, and to make purchase for the maintenance, repair and replacement, administration, management and operation of the Community and improvements and to delegate any such employees or other personnel that may be the employees of said managing agents.

- i. Estimate the amount of the annual budget and provide the manner of assessing and collecting from the Owners their respective shares of such common expenses, as hereinafter provided.
- j. Collect funds owing to the Board from persons and entities other than Owners who, by provisions of this Declaration, are entitled to use the Commons and who are obligated to share in expenses for the improvements and maintenance of the Commons.
- k. Grant easements and right-of-way over the Commons to such utility companies or public agencies or others as the Directors shall deem necessary or appropriate and to make rules and regulations not inconsistent with the law and this Declaration for the use and operation of the Commons and in every and all respects governing the operation, funding and usage thereof;
- l. Receive, hold, convey, dispose, and administer, in trust, for any purpose mentioned in the Declaration, any gift, grant, conveyance or donation of money or real or personal property;
- m. Make all contracts and incur all liabilities necessary related or incidental to exercise the Council's power and duties hereunder;
- n. Dedicate any Common Ways or portions thereof to appropriate agencies and to vacate or abandon easements in accordance with applicable legal procedures;
- o. Obtain in the Council's discretion, liability and hazard insurance on the Commons, as well as insurance protecting the Directors from any and all claims for damages arising out of any decision, act or failure to act of the Directors acting in their capacity as Directors;
- p. Coordinate policies with and, as the Council deems appropriate, contract with non-profit entities as may be managing or operating the entertainment venues in the Community;
- q. Provide for the establishment, levying and collection of assessments for the establishment and promotion of various funds for the promotion of the Community pursuant to this Declaration and to approve payment vouchers or to delegate such approval to the officers or the manager;
- r. Exercise all other necessary or appropriate powers and duties commonly exercised by a Board of Directors and all powers and duties of the Directors as stated in the Declarations;
- s. Purchase a fidelity bond for any person or persons handling funds belonging to the Board or Owners;
- t. Enforce the Declaration with respect to the Commons and activities herein and any and all restrictions governing the Commons and to take any and all necessary steps to secure the enforcement of and compliance of the same; and
- u. Exercise any and all other powers or acts as are authorized by the Declaration.

7. Records The Board of Directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Community specifying and itemizing the common expenses incurred. Such

records and the voucher authorizing the payments of such expenses shall be available for examination by the Owners, and the holders of a first mortgage or first deed of trust on any Parcel, at convenient hours on weekdays. Payment vouchers may be approved in such manner as the Directors may determine.

8. Indemnification. Each Director on the Board of Directors or former Director or other officer's heirs, personal representatives and assigns may be indemnified by the Board from and against any and all claims, demands, losses, damages, liabilities, expense counsel fees and costs incurred by him/her or his/her estate in connection with or arising out of any actions, suit, proceeding or claim in which he/she is made a party by reason his his/her being or having been such Director or other officer, and any person who, at the request of the Board of Directors, served as Director or officer of another corporation in which the Board owned corporate stock and his/her legal representatives shall in like manner be indemnified by the Board; provided that in neither case shall the Board indemnify such Director or officer with respect to any matters as so which such Director or officer shall be finally adjudged in any such action, suit or proceeding to have been liable for gross negligence or willful misconduct in the performance of his duties as such Director of officer. The indemnification herein provided for, however, shall also in respect of any amount paid in compromise of any such actions, suit, proceeding or claim asserted against such Director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith, provided the Board of Directors shall have first approved such proposed compromise settlement and determined that the Director or officer involved was not guilty of gross negligence or willful misconduct but in taking such action, any Director involved shall not be qualified to vote thereon.

In determining whether or not a Director or officer was guilty of gross negligence or willful misconduct in relation to any such matters, the Board of Directors may rely conclusively upon an opinion of independent legal counsel selected by the Board of Directors. Unless otherwise provided by law, any compromise settlement authorized herein shall be effective without approval of any court. The right to indemnification herein provided shall not be exclusive of any other rights to which such Director or officer may be lawfully entitled.

No Director or officer of the Board of Directors shall be liable to any other Director or officer or other person for any action taken or refused to be taken by him as Director or officer with respect to any matter within the scope of his official duties, except such action or neglect or failure to act shall constitute gross negligence or willful misconduct in the performance of his/her duties as Director or officer.

9. Fiscal Year The fiscal year of the General Board shall begin January 1 of each year and end on December 31 of that year unless the applicable Board selects a different fiscal year.
10. Common Expenses. Each annual budget of the Board shall estimate total expenses to be incurred by the Board in carrying out its responsibilities. These

expenses shall include, without limitation, the following (collectively, the "Common Expenses"):

- a. Salaries, fringe benefits and other compensation paid out-of-pocket expenses reimbursed by the Board for its employees, agents, officers, members of the Board and any third party contractors;
- b. Management fees and expenses of administration, including legal and accounting fees, incurred by or on behalf of the Board;
- c. Utility charges for any utilities serving any of the Commons and charges for other common services for the Community, including without limitation, trash collection and security services, if applicable;
- d. The cost of any insurance policies purchased for the benefit of the Board as required or permitted by this Declaration, including, without limitation, fire, flood and other hazardous coverage, commercial general liability coverage, and such other insurance coverage as the Board determines to be in the best interest of the Board, including errors and omissions insurance, fidelity bonds, Directors' and officers' liability insurance, and any other liability insurance coverage for the benefit of the Board, the members of the Board, any officers, employees, agents, or representatives of the Board (including members of the Architectural Review Board);
- e. The expenses of maintaining, operating, repairing, and replacing all portions of the Commons and any other amenities and facilities serving the Community (whether located within or outside of the Community) which the Board, in its sole discretion, determines from time to time would be in the best interest of the Association to so maintain, operate, repair or replace;
- f. Ad valorem real and person property taxes assessed and levied upon any of the Commons;
- g. The expenses of the Architectural Review Board that are not paid in full by plan review charges;
- h. The costs and expenses for conducting recreational, culture, or other related programs for the benefit of the Owners and Occupants;
- i. All other fees, costs and expenses incurred by the Board in accordance with the terms and provisions of this Declaration or which the Board, in its sole discretion determines to be appropriate to be paid by the Board, including, without limitations, taxes and governmental charges not separately assessed against Parcels;
- j. The establishment and maintenance of a reasonable reserve fund or funds (1) for inspections, maintenance, repair, and replacement of any portions of the Commons for which the Board is responsible to inspect, maintain, repair or replace on a periodic basis; (2) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds; and (3) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments as well as from emergency expenditures and other matter, all as may be authorized from time to time by the Board.

- k. The establishment and maintenance of a fund or funds (1) for the promotion of the Community and the commercial business therein, including, without limitation providing print, electronic, television, radio and other advertising, billboards, and postage for mailings, and/or (2) for the promotion and support of the New Town Trust, including, without limitations, paying for advertising, festivals, promotional events, entertainment and transportation, all as may be authorized from time to time by the Board.
11. Reserves. If any budget or the amount of General Assessment collected by the Board at any time proves to be inadequate or insufficient for any reason to fully pay all Common Expenses of the Board, then the Board may call a meeting of the members of the Board for the purpose of approving Special Assessments. If the actual amount of General Assessments collected in any one year exceeds the actual costs incurred for the Common Expenses for such year, the excess shall be retained by the Board as a reserve for the subsequent years' Common Expenses or for any other purposes as may be determined by the Board, including, without limitation, the making of any capital improvements to the Commons.

E. COVENANTS FOR ASSESSMENTS

1. Creation of the Community Lien Except as otherwise provided herein, each Owner of a Parcel (other than the Founder of any Affiliate of the Founder) by acceptance of a deed thereof, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Board; (1) regular assessments and charges ("General Assessments"); (2) special assessments ("Special Assessments") for capital improvements or for emergencies such as a budget shortfall, such assessments to be established and collected as hereinafter provided; and (3) individual parcel assessments ("Individual Parcel Assessments") which are established or assessed pursuant to hereto; provided, however, no portion of the Commons are subject to any Assessment. The Assessments and Fees, together with interest, costs and attorney's fees, shall be a charge on each Parcel and improvements thereon and shall be, upon levying of the same, a continuing lien upon the Parcel against which the Assessment or Fee is charged. Each such Assessment or Fee, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Parcel at the time the Assessment or Fee became due. Notwithstanding the foregoing, no Assessments or Fees of any kind shall be charged against Parcels owned by the Founder, any Affiliate of the Founder, or any Builder during their period of ownership; and neither the Founder, any Affiliate of the Founder, nor any Builder shall have any obligation to pay Assessments relating to Parcels owned by the Founder, any Affiliate of the Founder, or any such Builder at any time. In the event of co-ownership of any Parcel, all of the co-owners shall be jointly and severally liable for the entire amount of such Assessments and fees.

All Assessments shall commence as to each Parcel as provided herein below and be paid in such a manner and on such dates as may be fixed by the Board, in no case less than thirty days following the determination and the giving notice of same via regular United States Mail to the Owner's address then on file. All Assessments and Fees shall be payable in all events without offset, diminution or abatement by reason of fire or other casualty or any taking as a result of, in lieu, of or in anticipation of the exercise of the right of eminent domain, condemnation, or by private purchase in lieu, thereof with respect to any Parcel or any improvements thereto, Commons or any other portion of the Community or any other cause or reason of any nature.

2. Purpose of Assessment. The Assessment levied by the Board shall be used exclusively to promote the health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the Community, for the improvements and maintenance of the Community and Commons, any recreational facilities constructed by Founder or others for use by the Owners and otherwise to fulfill and perform the Board's rights, duties, obligations and functions pursuant to this Declaration. Notwithstanding anything provided herein to the contrary, each Owner and Occupant does hereby acknowledge and agree that certain portions of the General Assessments and Special Assessments and the incurrence of Common Expenses shall be deemed to be for the benefit of all the Community. The Board may, in its discretion, pay some part of the Assessments to one or more for-profit or non-profit entities that own, lease or operate improvements within or about the Community that may benefit the Owners
3. General Assessments. Pursuant to the provisions hereof the Board of Directors shall determine and approve annually an annual budget covering the estimated Common Expenses for the upcoming year, which budget shall include the amount payable by each Parcel as calculated in accordance herewith, plus up to ten percent (10%) in addition to cover costs overruns and unexpected expenses. The amount set forth in such budget shall constitute the aggregate amount of monies remaining on-hand following the end of the preceding fiscal year, plus the General Assessments for all the Community for the then applicable year. Each Owner shall pay his or her proportionate share of the same as provided herein, less such excess amount collected for unexpected expenses pursuant to the foregoing sentence following the establishment of a reasonable reserve. As used in this Declaration, the term "General Assessments" with respect to each Parcel shall mean the proportionate amount of the Common Expenses payable each calendar year by each owner in accordance with the provisions herein.
4. Special Assessments. In addition to the General Assessments authorized herein, the Board of Directors may levy in any year Special Assessments for Common Expenses or any extraordinary costs incurred or to be incurred by the Board, including, without limitation, costs which have been, are, or will be incurred for capital improvements which are not paid for from General Assessments or to

cover any unexpected budget shortfall; provided, however, that any such Special Assessments must be approved by a two-thirds vote of the Board of Directors cast as a duly conveyed meeting of the Board. As used herein, the terms "Special Assessments" shall mean those assessments made to all Owners pursuant to this Section, the Board may make such Special Assessments payable in one lump sum or in installments over a period of time which may, in the Board's discretion, extend beyond the then fiscal year in which said Special Assessments are levied and assessed. Special Assessments shall be levied against and payable by each Owner in accordance with the provisions herein.

5. Individual Parcel Assessments The Board of Directors may, in its sole discretion, at any time and from time to time, levy and assess as individual assessments (collectively "Individual parcel Assessments") against the Parcel:
 - a. Fines against the Owner and such Owner's Parcel in accordance with the terms and provisions hereof or adopted by the Architectural Review Board or the General Board pursuant to any of the terms and provisions of this Declaration.
 - b. Any costs or expenses, including, without limitation, collection costs, attorneys' fees, court costs and any administrative costs and expenses incurred by or on behalf of the Architectural Review Board or Board of Directors as a result of the failure of any Owner or any Occupant to observe and perform their respective duties and obligations under this Declaration, the Design Code or the Rules and Regulations;
 - c. Any special services provided by the Board of Directors to a Parcel at the request of the Owner thereof; and
 - d. Fees, charges and other costs incidental to the use of any of the Commons for which a charge for the use thereof has been established by the Board. The Individual Parcel Assessments provided for in this Section 5 shall be levied by the Board of Directors and the amount and due date of such Individual Parcel Assessment shall be specified in a note to such Owner.
6. Limits on Increases and Timing of Issuance of Budget. The General Assessments may be increased by more than ten percent (10%) in any given Assessment Year only by approval by Owners having at least two-thirds (2/3) of a quorum of the votes in the General Board at a Board meeting or by a vote in accordance with the voting procedures set forth herein. Copies of the estimated annual budget shall be furnished by the Directors to the Owners not later than thirty (30) days prior to the beginning of such Assessment year. Any institutional holder of a first mortgage or first deed of trust on any Parcel shall receive at no cost, if it so requests in writing, said statement from the Directors. On or before the first day of each succeeding Assessment year, and without further notice, the Owners of each Parcel shall pay, as the respective annual General Assessment for such Parcel, such Parcel's share of the expenses for such Assessment year as shown by the annual budget. In the event that the Directors shall not approve an estimated annual budget or shall fail to determine new General Assessments

for any Assessment year or shall be delated in doing so, the Owners shall continue to pay each year the annual General Assessment as last determined. All Owners shall pay the annual General Assessments to the managing agent for the Board or as may be otherwise directed by the Directors. Assessments may be collected by the Saline County Tax Assessor for Recreational District as a Special Assessment on each parcel's tax bill.

7. Accounting The Board of Directors shall cause to be kept a separate account for each Parcel showing the respective Assessments charged to and paid by the Owners of such parcel and the status of such account from time to time. Upon ten (10) days written notice to the Directors, and the payment of a reasonable fee therefore, any Owner or holder of a first mortgage or first deed of trust on any Parcel shall be furnished a statement of the respective account for such Parcel setting forth the amount of any unpaid Assessments that may be due and owing.
8. Uniform Rate Both General Assessments and Special Assessments must be fixed at a uniform rate for all Parcels within the same class of Parcels and shall be assessed in accordance with the allocation herein.
9. Additional Property and Changes in Boundaries Each Owner of a Parcel, by acceptance of a deed to such Parcel, acknowledges and agrees that the General Assessments and Special Assessments payable by such Owner are subject to change, modification, increase or decrease, respectively, in the even that (i) any Parcels are combined, subdivided, or resubdivided by the Founder (ii) any portion of the Community becomes Commons (iii) additional property is added to the Community; or (iv) any portion to the Community is exempted from Assessments as provided in this Declaration.
10. Commencement of Annual General Assessments Each Owner shall pay his first annual General Assessment upon the closing of the purchase of his Parcel, adjusted according to the number of months remaining in the calendar year. Thereafter, annual Assessments shall be paid as provided herein. In addition to the foregoing, each Owner purchasing a Parcel from the Founder or a Builder shall pay as initial set up fee to be deposited with the Board and which shall be in such amount as the Founder shall determine. The Founder expressly reserves the right to change the amount of the setup fee at any time.
11. Non-payment of Assessments Any Assessment or Fee not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of twelve percent (12%) per annum or (ii) the maximum rate per annum allowed by law. The Board of Directors shall have the authority to exercise and enforce any and all rights and remedies as provided in this Declaration or as otherwise available at law or in equity, including, but not limited to the right to file of record and thereafter foreclose the lien against the defaulting Owner's Parcel in like manner as a mortgage on real estate or a power of sale under Arkansas law. In addition to the foregoing, the Board of Directors shall have the right to suspend any Owner's voting rights and the right of such Owner, his family, guests

and invitees to use the recreational facilities in the Commons for any period during which any assessment such Owner's Parcel remains unpaid. No Owner may waive or otherwise escape liability for any of the Assessments or Fees established herein by non-use or abandonment of such Owner's Parcel or the Commons.

12. Unexpected Assessments and Special Assessments All funds paid from time to time by Owners for Assessments and Special Assessments from time to time on hand and unexpected, shall be deemed to be owned equally and in common by the Owners.

13. Subordination of the Lien to Mortgages The liens of the General Assessments or Special Assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust encumbering the Parcel. Sale or transfer of any Parcel shall not affect the liens for General Assessments or Special Assessments; however, the sale or transfer of any Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such General Assessments or Special Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any General Assessments or Special Assessments thereafter becoming due or from the lien thereof.

14. Special Improvement District The property is subject to an Assessment for the Bryant Municipal Property Owner's Multipurpose Improvement District No. 84-Midtown above the normal rate for Bryant, Arkansas.

15. Enforcement

(i) Owner's Responsibility. Each Owner and such Owner's Occupants shall conform and abide by the covenants contained in this Declaration and all of the Rules and Regulations. Each Owner shall be responsible for assuring such compliance and any violation by an Owner's Occupants may be considered to be a violation by the Owner.

(ii) Remedies of Board. In addition to the other rights and remedies provided elsewhere in this Declaration, the Rules and Regulations, or the Code, in the event of any violation of any of the provisions of this Declaration, the Rules and Regulations, or the Code by any Owner or Occupant, then the Board of Directors shall have the power and right, at its option to (i) impose monetary fines which shall constitute Individual Parcel Assessments and relating to which a lien may be filed if such monetary fine is not paid within thirty days of assessment (ii) suspend an Owner's right, if any, to vote in the Board, and (iii) suspend or terminate the privilege of such Owner and such Owner's Occupants to use all or any of the recreational facilities, if any, which constitute part of the Commons. Any action to be taken by the Board pursuant to this

Section shall be subject to the satisfaction of the terms and provisions set forth below.

(iii) Notice, Hearing and Fines. In the event any Owner or Occupant is believed to be in violations of this Declaration, the Rules and Regulations, or the Code, then the Board shall not impose a fine, suspend voting rights, or suspend or terminate any other rights pursuant to Section q. (ii) above unless written demand to cease and desist from such alleged violation shall be served upon the Owner responsible for such violation setting forth the information required by the terms and provisions of this Section providing such Owner the opportunity to appear before and be heard by the Board. Such demand shall be personally delivered or sent by certified mail, postage paid, to the last known address of such Owner. Any notice required by this section q shall specify.

- (a) The alleged violation.
- (b) The action required to abate such violation.
- (c) The time period of not less than five (5) days during which the violation may be abated and corrected by such owner without further sanctions if such violation is a continuing one or, if the violation is into a continuing one, a statement that any further violation of the same provision of this Declaration, the Rules and Regulations, or the Code may result in the imposition of sanctions; and
- (d) The date, which shall be no earlier than five (5) days from the date of such written notice, and the time and place at which such Owner may appear before the Board to be heard, except that this provision shall not apply, and the Owner shall not be entitled to a hearing unless specifically requested by them in writing, relating to a violation occasioned by non payment of a General Assessment or Special Assessment or, following a finding of a violation in a case in which the Owner was provided notice and opportunity to respond to the allegation of violation, (irrespective of whether the Owner responded and/or appeared), an Individual Parcel Assessment.

Each day an infraction continues shall be considered a separate infraction subject to fine. However, the primary goal of this provision is not to punish but to conciliate and resolve problems. The Board may suggest improve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel

Assessment. Any fines collected shall be contributed to the general fund of the Board. The foregoing procedure shall only be applicable to the enforcement right specified in Section q. (ii) above and shall not apply to the exercise of any other rights or remedies specified in any other section or provision of this Declaration, the Rule sand Regulations, or the Code.

- (iv) Corrective Action for Parcel Maintenance If the Board determines after notice that any Owner has failed to maintain any part of such Owner's Parcel (including any Building or yard, shrubbery, landscaping, and any part of such garden structure, or other Improvements thereto) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, the Rules and Regulations, or the Code, then the Board shall also have the right (but not the obligation) without liability to enter upon such Parcel to correct, repair, restore, paint and maintain any party of such Parcel and to have objectionable items removed from the Parcel. All costs and expenses paid or incurred by the Board in connection therewith shall constitute an Individual Parcel Assessment against the Owner of such Parcel.

F. LAND USE AND BUILDING TYPES.

No lot in the addition shall be used for any other purpose than single-family residential as that term is defined in the City of Bryant, Arkansas Zoning Ordinance and Regulations. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling. However, up to four (4) common wall patio homes may be allowed on lots with approval of all regulatory authorities. Each such dwelling shall have a private garage for the storage of not less than two automobiles, unless otherwise approved by the Architectural Control Committee hereinafter designated and hereinafter referred to as "the Committee." Garages shall have a minimum of 400 square feet with minimum outside dimensions of 20 x 20 feet. No business or commercial use shall be carried on or permitted in any structure or in any portion of this addition in keeping with the general plan to develop this property for the highest class of residential occupancy.

G. DWELLING SIZE AND QUALITY.

Size, design, location and site development of dwellings and permitted accessory buildings shall be subject to the prior approval of the Architectural Control Committee. The Architectural Control Committee shall approve no plans which provide for construction of a residence on a lot having less than One Thousand Two Hundred, (1200), square feet of heated and livable floor space, measured by the outside wall dimensions for any single level residence and having less than One Thousand Six Hundred, (1600), square feet of heated and livable floor space, measured by the outside wall dimensions for any multi-level residence.

All dwellings placed upon the premises shall be of new construction and shall be of the highest-class workmanship and best quality materials.

H. ARCHITECTURAL CONTROL

No residence, permitted accessory building, fence, wall or other structure shall be constructed, created or maintained upon any lot in the addition, nor shall any modification, alteration or change be made in the exterior of any existing residence or permitted accessory building until the construction, grading and drainage and landscape plans and specifications showing the nature, size, shape, dimensions, materials and location of the same shall have been submitted to and approved, in writing, in advance of commencement of any construction or by the Architectural Control Committee, or the Committee has waived its right in the manner hereinafter provided.

I. THE ARCHITECTURAL CONTROL COMMITTEE.

The Architectural Control Committee, to also be known as ACC or Committee, shall initially be composed of two (2) members representing City of Bryant Municipal Improvement District No. 84 and two (2) members from Midtown Bryant Council, Inc. A majority of the Committee may designate a representative to act for it who shall be the Chair. In the event of the death or resignation of any member of the Committee, or a determination to increase the number of members as set forth herein the remaining members shall have full authority to designate a successor or additional members. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant nor shall they be liable for any actions taken in their official capacities. By vote of the Architectural Control Committee, the number of members shall be set at no less than four (4) nor more than six (6) members. A majority vote of the ACC shall be required to approve plans, additions, materials etc. In the event of a tie vote, the deciding vote shall be cast by the city of Bryant's Community Development Director.

The Committee's approval or disapproval, as required, shall be in writing in such form as designated by the Committee from time to time.

Any property owner in the addition seeking to obtain the required approval or any plans for construction, modification, alteration or improvements on property shall submit the same in two (2) copies to the Chair of the Architectural Control Committee. A written receipt from the Chair of the Committee shall be prima facie evidence of the delivery of such plans and the date thereof. If, within thirty (30) business days from the date of delivery of such plans to a member of it, the Committee has not set forth in writing to the owner any deficiencies in the proposal for such construction or alteration or improvements, then the owner may proceed with such construction or alterations as though affirmative approval had been received from the Committee.

Notice shall be given to the owner, at the address for the owner indicated in the submission or as otherwise indicated by the owner, in writing to the Committee, by certified mail

with return receipt requested. If deficiencies are noted and called to the owner's attention in the proposed plans within the thirty (30) business day period following delivery thereof to the Committee by the owner, the owner shall under no circumstances proceed with any such construction or alteration until such deficiencies have been corrected to the satisfaction of the Committee. The Committee shall have full power to enforce the provisions and restrictions herein by an action for an injunction as fully as though they were the owners of property and whether or not they are actually owners of property.

J. GENERAL CONDITIONS AND REQUIREMENTS

- a. No noxious or offensive activity and no commercial activity of any type, kind or nature shall be carried on upon any lot in this addition. Further nothing shall be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- b. No manufactured housing, trailer, mobile home, tent, shack, or barn shall be erected on any lot, temporarily or permanently, except for temporary use by construction contractors only. Same must be removed within ten, (10), days of completion of construction. Tents used for recreational purposes of a short duration shall not be considered as excluded by this provision.
- c. No signs, billboards, posters or advertising devices shall be permitted upon any of the lots in this addition except that the owner of each lot may place house numbers and the owner's name upon his or her mail box or dwelling; however, each letter thereof shall be no more than 6 inches in height and 6 inches in width; and owners may place a sign not more than 4 square feet in size advertising the property for sale should it be offered for sale by the owners.
- d. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.
- e. No trash, ashes or other refuse may be thrown or dumped on any of the lots in the addition.
- f. No building materials of any kind or character shall be placed or stored upon any lot in the addition until the owner is ready to commence construction of the improvements requiring such materials and then only with the approval of the Committee. Building materials shall not be placed or stored in the street or between the curb and property lines.
- g. No privy, cesspool, septic tank field or disposal plant shall be installed or maintained on any lot in the addition, and all residences and permitted accessory buildings shall have the plumbing connected to the city sanitary sewer system.
- h. All garages shall be finished inside and shall be fully enclosed with garage doors. Mailboxes shall be approved by the Architectural Control Committee and shall also be in

conformity with all requirements of the United States Postal Service. All satellite type dishes or antennas must be smaller than thirty-six inches (36") in diameter and shall be located on the back half of the sides of the home or on the rear roof.

- i. All driveways in the addition shall consist of a hard surface acceptable to the Committee
- j. No commercial trucks, four wheelers, motorcycles, mail carts, dune buggies, golf carts, mobile homes, commercial vehicles, travel trailers, campers, boats, motors or trailers shall be kept on the lot or in the street adjacent to any lot except that such items may be stored or parked inside an enclosed garage or similar enclosure so screened with fencing or plant material as not to be visible from the street.
- k. Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals on each lot by the owner thereof so as to maintain the same in a neat and attractive manner. No debris shall be allowed to accumulate upon any lot. Dead trees, shrubs, vines and plants shall be promptly removed from each lot. The Committee shall have the right, privilege and option to cause any lots not meeting said requirements to be mowed and to remove dead trees, plants or other vegetation and debris from such lot if, after ten day, (10), notice in writing from the Committee to the owner the owner has failed or neglected to do so, and the Committee shall be entitled to a lien on such lot for the cost of such work.

K. DESIGN GUIDELINES

All homes built in Phase I or II of Midtown Bryant shall be designed in a way to complement the existing cottage or craftsman homes that exist today. The Guidelines listed below are a few of the design requirements. However, this is not a complete list and the ACC shall have the final vote for all home designs, materials used, landscaping, additions etc.

- 1. Gables- Two (2) gables per house minimum unless approved by ACC.
- 2. Roof Pitch: Main spine of roof min. 9/12. Other pitches such as shed roofs over front porches to be approved by ACC.
- 3. 1st and 2nd floor wall heights: Min. of 9' ceilings.
- 4. Approved Exterior Materials: Brick, Stone, Hardie board siding. Other materials to be approved by ACC.
- 5. Exterior Colors: To be approved by ACC.
- 6. Front Porches: All homes are required to have a front porch. Min depth to be 5' and width to be 14'. All other designs to be approved by ACC
- 7. Chimneys: Chimneys viewed from the front streets to be wrapped in brick, Hardie siding, stone, stucco or drivet. All other materials to be approved by ACC. If flew penetrations are not on the exterior of the house and does not face street view, flew must be painted to match roof shingles.
- 8. Exterior Lighting: All homes with front loading garages must have coach lights. Coach lights mounted to sides of garage doors must have min. of 2. Coach lights mounted over garage doors must have a gable over the garage door. In this case 1 coach light over each garage door is acceptable.

9. Windows: Approved window materials: Vinyl, clad wood, and Fiber X. All other materials to be approved by the ACC.
10. Exterior Door Material: Wood, Fiberglass, Steel and Iron. All other materials to be approved by the ACC. Front door must be 8 feet tall in height. Any variation due to transom window above the door must be approved by ACC.
11. Garage Doors: To be craftsman/cottage style in appearance. Garage doors must be approved by ACC or a garage door that has pre-existing approval by ACC.
12. Roof Materials: Slate or synthetic slate, wood shingles, wood shakes, and asphalt shingles. All other materials to be approved by the ACC.
13. Fences: Wood, Iron, and Powder coated aluminum. All other materials to be approved by the ACC.
14. Home Designs to be of Craftsman or Cottage characteristics designed to complement existing Architecture in Midtown Bryant. The attached application must be signed and approved by the ACC before construction commences.

L. BUILDING LOCATION

All buildings shall be within setbacks as shown on the Plats approved by the City of Bryant.

Porches, steps, chimneys, window boxes and other portions of a permitted structure shall not project beyond the minimum setback line, but, except as herein limited, eaves and cornices may overhang the building setback lines. No building or permitted accessory building will be permitted or constructed nearer than five (5) feet to the rear property line of any lot. Swimming pools shall not be considered to be a "building" or "permitted accessory building" within the meaning of this section and may be constructed nearer to the rear lot line than the restriction on buildings.

M. FENCING, ORNAMENTAL STRUCTURES AND WALLS

No fences shall be erected on any portion of a lot between the line drawn across the front foundation or building line of the principal dwelling and intersecting the side lot lines and the front lot line. No fences composed principally of wire or metal shall be constructed on any portion of any lot. It is the intention of this covenant to require permitted fencing to be of a decorative nature and not solely utilitarian. Dog pens properly screened by walls, fences, or plantings may be constructed and maintained in the rear yard portion of any lot. Retaining walls, ornamental fences of less than three (3) feet in height, and composed of brick, wood or natural stone construction may be permitted on a lot in the front portion as herein described and the front lot line. However, no other structure exceeding 3 feet in height shall be placed or permitted on the portion of any lot lying nearest to the abutting street and in front of a line extended across the front foundation line of the principal dwelling.

All retaining or similar walls must be approved in advance of construction by the Committee. Stone, brick to match residence, or straight split faced block to resemble cut stone of a brown or darker color may be acceptable.

N. EASEMENTS

No recorded easement shall be used by any company or person, other than the owner of the affected lot or lots, for any purpose other than those designated on the plat of the addition.

O. PERSONS BOUND BY THESE COVENANTS

All persons or entities who now own or shall hereafter acquire any of the Lots shall be deemed to have agreed and covenanted with the Owners of all other Lots and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of twenty-five (25) years from the date these are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of ten (10) years unless prior to the end of the original term or any successive term of the application hereof a majority of the then Owners of lots in the addition agree to the amendment or removal of these covenants in whole or in part.

These covenants may be amended at any time by the owners of Seventy Five Percent (75%) of the Owners as herein defined. For purposes of same, ownership shall not include any entity owning or holding a mortgage or other lien on any Lot and each Lot shall be entitled to only one vote regardless of value. A meeting for said purpose shall be called upon request of not less than Twenty-five Percent (25%) of said Owners and notice of same shall be given to all Lot Owners by regular mail at their street address at least Thirty (30) days prior to the meeting. No changes in these shall be valid unless and until the same shall be placed of record in the office of the Recorder of Saline County, Arkansas, duly executed and acknowledged by the requisite number of owners.

P. RIGHT TO ENFORCE

The covenants, agreements and restrictions herein set forth shall run with the title to the Lots and bind the present Owners, their heirs, successors and assigns, future Owners and their heirs, successors and assigns; all parties claiming by, through or under them shall be taken to hold, agree and covenant with the Owners of other Lots, their heirs, successors and assigns as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to Lots. Any Owner shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

IN WITNESS WHEREOF, Midtown Bryant has hereunto set its hand and seal this 29th day of March, 2020

Signatures follow on next pages

**City of Bryant, Arkansas Municipal Property Owner's
Multipurpose Improvement District No. 84 (Midtown Project)**

By:

Graham Smith, Commissioner

Scott Hurley, Commissioner

Butch Lomax, Commissioner

ACKNOWLEDGMENT

**STATE OF ARKANSAS
COUNTY OF PULASKI**

On this day, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Graham Smith, Scott Hurley, and Butch Lomax, commissioners, being the commissioners authorized by City of Bryant, Arkansas Municipal Property Owner's Multipurpose Improvement District No. 84 (Midtown Project) to execute such instrument, stating their respective capacities in that behalf, to me personally well-known and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said City of Bryant, Arkansas Municipal Property Owner's Multipurpose Improvement District No. 84 (Midtown Project), 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 29th day of MARCH, 202021 CKK

The Midtown Bryant Council, Inc.

By: Andress Scott
Director

By: Rachel Amington
Director

By: Patricia Kunige
Director

ACKNOWLEDGMENT

**STATE OF ARKANSAS
COUNTY OF Saline**

On this day, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Andress Scott and Rachel

Arrington, and Patricia Plumridge being the Directors authorized by The Midtown Bryant Council, Inc. to execute such instrument, stating their respective capacities in that behalf, to me personally well-known and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said The Midtown Bryant Council, Inc., 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 29th day of March, 2020.21

Alisha Runnells
Notary Public

My Commission Expires: 6-11-24

EXHIBIT "A"
MIDTOWN BRYANT

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4), PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 SE/4), PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4), ALL IN SECTION 9; PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SECTION 15; AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4), PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4), AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 SE/4), ALL IN SECTION 16; WITH ALL THE ABOVE BEING IN TOWNSHIP 1 SOUTH, RANGE 14 WEST, IN SALINE COUNTY, ARKANSAS, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID NE/4 NE/4 OF SECTION 16, A FOUND 2 1/2" ALUMINUM CAP IN THE PAVEMENT OF HILLTOP ROAD; THENCE, ALONG THE NORTH LINE OF THE NE/4 NE/4, N88°58'44"W 394.97 FEET TO THE POINT OF BEGINNING; THENCE LEAVING THE NORTH LINE, ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, S02°34'40"W 2247.92 FEET TO THE NORTH LINE OF THE PAUL BULLOCK TRACT AS DESCRIBED IN SALINE COUNTY DEED BOOK 387, PAGE 003; THENCE LEAVING THE PARALLEL LINE AND FOLLOWING THE PERIMETER OF THE PAUL BULLOCK TRACT FOR THE FOLLOWING COURSES: N88°53'52"W 149.75 FEET TO A SET 5/8" REBAR AND CAP; THENCE S02°36'17"W 400.00 FEET TO A SET 5/8" REBAR AND CAP ON THE NORTH LINE OF THE NE/4 SE/4 OF SECTION 16; THENCE, ALONG THE NORTH LINE OF THE NE/4 SE/4, S88°53'32"E 544.90 FEET TO A FOUND 2 1/2" ALUMINUM CAP AT THE NORTHWEST CORNER OF THE SAID NW/4 SW/4 OF SECTION 15; THENCE LEAVING THE SOUTH LINE OF THE PAUL BULLOCK TRACT S64°15'57"E 256.15 FEET TO A SET 5/8" REBAR AND CAP; THENCE S30°59'30"E 151.78 FEET TO A SET 5/8" REBAR AND CAP; THENCE S85°09'25"E 206.33 FEET TO A SET 5/8" REBAR AND CAP; THENCE ALONG A NON-TANGENT CURVE TO THE SOUTH, CONCAVE TO THE EAST, WITH A RADIUS 1890.00 FEET AND A LENGTH OF 497.49 FEET, FOR A CHORD OF S14°18'20"E 496.06 FEET TO A SET 5/8" REBAR AND CAP ON THE NORTH LINE OF THE STONEYBROOK SUBDIVISION, PHASE 3, AS DEPICTED ON A PLAT FILED AS SALINE COUNTY DOCUMENT 05-28843; THENCE LEAVING THE CURVE, ALONG THE NORTH LINES OF STONEYBROOK PHASE 3 FOR THE FOLLOWING COURSES: S64°40'06"W 403.50 FEET TO A FOUND 5/8" REBAR AND CAP; THENCE S25°19'54"E 65.35 FEET TO A FOUND 5/8" REBAR AND CAP; THENCE N88°51'44"W 1154.87 FEET TO A FOUND 5/8" REBAR AND CAP ON THE EAST LINE OF COMMONWEALTH DRIVE; THENCE N58°03'43"W 69.85 FEET TO A FOUND 5/8" REBAR AND CAP ON THE WEST LINE OF COMMONWEALTH DRIVE; THENCE N88°51'38"W 153.18 FEET TO A FOUND 5/8" REBAR AND CAP AT THE NORTHEAST CORNER OF THE PELTON, ET AL TRACT AS DESCRIBED IN SALINE COUNTY BOOK 234, PAGE 462; THENCE, LEAVING THE NORTH LINE OF STONEYBROOK PHASE 3, N88°51'38' W 330.00 FEET TO A SET 5/8" REBAR AND CAP AT THE NORTHWEST CORNER OF THE PELTON TRACT AND ON THE WEST LINE OF THE NE/4 SE/4 OF SECTION 16; THENCE, ALONG THE WEST LINE OF THE NE/4 SE/4, N03°02'37"E 929.01 FEET TO A FOUND 1/2" REBAR AND CAP AT THE SOUTHWEST CORNER OF THE SE/4 NE/4 OF SECTION 16; THENCE N02°43'23"E 1336.64 FEET TO A FOUND FENCE CORNER POST AT THE

SOUTHWEST CORNER OF THE NE/4 NE/4 OF SECTION 16; THENCE N02°24'32"E 1309.85 FEET TO A SET 5/8" REBAR AND CAP IN HILLTOP ROAD AT THE SOUTHEAST CORNER OF THE SW/4 SE/4 OF SECTION 9; THENCE N88°58'44"W 1348.12 FEET TO A FOUND 2 1/2" ALUMINUM CAP IN HILLTOP ROAD AT THE SOUTHWEST CORNER OF THE SW/4 SE/4 OF SECTION 9; THENCE, ALONG THE WEST LINE OF THE SW/4 SE/4, N02°26'23"E 822.04 FEET TO A SET 5/8" REBAR AND CAP IN MILLER ROAD; THENCE LEAVING THE WEST LINE N89°43'25"E 444.91 FEET TO A SET 5/8" REBAR AND CAP WHICH LIES 4.67' SOUTH FROM AN EXISTING FENCE POST; THENCE N02°03'54"E 465.39 FEET TO A SET 5/8" REBAR AND CAP ON THE NORTH LINE OF THE SW/4 SE/4; THENCE, ALONG THE NORTH LINE OF THE SW/4 SE/4, N89°43'25"E 126.07 FEET TO A FOUND 1/2" REBAR AND CAP AT THE NORTHWEST CORNER OF THE CITY OF BRYANT TRACT AS DESCRIBED IN SALINE COUNTY DOCUMENT 1997-10432; THENCE LEAVING THE NORTH LINE, ALONG THE PERIMETER OF THE CITY OF BRYANT TRACT FOR THE FOLLOWING COURSES: S01°17'55"E 99.70 FEET TO A FOUND 1/2" REBAR AND CAP; THENCE S89°42'44"E 100.02 FEET TO A FOUND 1/2" REBAR AND CAP; THENCE N01°08'50"W 100.68 FEET TO A FOUND 1/2" REBAR AND CAP ON THE NORTH LINE OF THE SW/4 SE/4; THENCE LEAVING THE CITY OF BRYANT TRACT, ALONG THE NORTH LINE OF THE SW/4 SE/4, N89°43'25"E 635.47 FEET TO A FOUND 1/2" PIPE AT THE SOUTHWEST CORNER OF THE NE/4 SE/4 OF SECTION 9; THENCE, ALONG THE WEST LINE OF THE NE/4 SE/4, N02°30'44"E 1212.64 FEET TO A FOUND 1/2" REBAR AND CAP ON THE SOUTHERLY LINE OF AN EXISTING FIRST ELECTRIC RIGHT OF WAY; THENCE LEAVING THE WEST LINE, ALONG THE SOUTHERLY LINE OF THE RIGHT OF WAY, N78°30'41"E 1072.25 FEET TO A SET 5/8" REBAR AND CAP; THENCE LEAVING THE SOUTHERLY LINE OF THE FIRST ELECTRIC RIGHT OF WAY S02°02'43"W 306.59 FEET TO A SET 5/8" REBAR AND CAP; THENCE S89°04'17"E 331.73 FEET, PASSING AT 291.77 FEET A SET 5/8" REBAR AND CAP ON THE WEST LINE OF LOMBARD ROAD, TO THE EAST LINE OF THE NE/4 SE/4 OF SECTION 9 IN LOMBARD ROAD; THENCE, ALONG THE EAST LINE OF THE NE/4 SE/4 OF SECTION 9, S02°02'43"W 1126.22 FEET TO A FOUND 1/2" REBAR AND CAP IN LOMBARD ROAD AT THE NORTHEAST CORNER OF THE SE/4 SE/4 OF SECTION 9; THENCE, ALONG THE NORTH LINE OF THE SE/4 SE/4, N89°29'36"W 346.13 FEET TO A SET 5/8" REBAR AND CAP AT THE NORTHWEST CORNER OF THE EAST QUARTER OF THE SE/4 SE/4; THENCE LEAVING THE NORTH LINE, ALONG THE WEST LINE OF THE EAST QUARTER OF THE SE/4 SE/4, S01°40'36"W 667.10 FEET TO A FOUND 1/2" REBAR AND CAP AT THE NORTHEAST CORNER OF THE HOLT TRUST TRACT AS DESCRIBED IN SALINE COUNTY DOCUMENT 06-005696; THENCE N88°37'00"W 167.18 FEET TO A FOUND 1/2" REBAR AND CAP AT THE NORTHWEST CORNER OF THE HOLT TRUST TRACT; THENCE N87°08'56"W 167.49 FEET TO A FOUND 1/2" REBAR AT THE NORTHEAST CORNER OF THE WOLF TRACT AS DESCRIBED IN SALINE COUNTY DOCUMENT 04-011378; THENCE N89°53'39"W 329.90 FEET TO A FOUND 5/8" REBAR AT THE NORTHWEST CORNER OF THE WOLF TRACT; THENCE S02°20'32"W 660.26 FEET TO A SET 5/8" REBAR AND CAP IN HILLTOP ROAD AT THE SOUTHWEST CORNER OF THE WOLF TRACT ON THE SOUTH LINE OF THE SE/4 SE/4 OF SECTION 9; THENCE, ALONG THE SOUTH LINE OF THE SE/4 SE/4, S88°58'44"E 615.01 FEET TO THE POINT OF BEGINNING, ENCLOSING 192.032 ACRES, AND SUBJECT TO THE EXISTING RIGHTS OF WAY OF LOMBARD, HILLTOP AND MILLER ROADS, AND ALSO SUBJECT TO EXISTING EASEMENTS AND RIGHTS OF WAY OF RECORD.

FILED FOR RECORD

In DOC Book 08 Page 85630

OCT 02 2008

at 8:49 o'clock AM

DOUG KIDD, CIRCUIT CLERK

BY Dmatingly DC