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DECLARATION OF GREYSTONE PROPERTY OWNERS ASSOCIATION

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WASHINGTON CO AR
K. HARNES

ARTICLE I

SECTION 1. The following words, when used in this declaration shall have the following meaning:

- (a) "The Association" shall mean and refer to the Greystone Subdivision Property Owners Association, Inc..
- (b) "The properties" shall mean and refer to all lots in said subdivision located in Springdale, Arkansas.
- (c) "Common properties" shall mean and refer to those real properties owned by or hereafter acquired by the Association. Common properties are intended to be devoted to the common and private use and enjoyment of owners of the properties.
- (d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot subject to this declaration.
- (e) "Member" shall mean and refer to all those persons or entitles who are members of the Association as provided by Section 1 hereof.

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ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this declaration, is located and situated in Washington County, Arkansas, to-wit:

All lots in Greystone Subdivision in the City of Springdale, Arkansas, and which subdivision is filed in Plat Book _____ of the plat records of Washington County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION

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SECTION 1. MEMBERSHIP. Every person or entity, successors and assigns, who is a record owner of a fee, or undivided fee, interest in any lot which is located in the Greystone Subdivision shall be a member of the Association. Any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member.

SECTION 2. VOTING RIGHTS. Voting members of the Association shall be entitled to vote in the election of directors of the Association and for all other purposes. Said voting rights are more specifically set forth below:

Members shall be all those persons or entities as defined in Section 1. Such record owner (or record owners collectively) of any lot shall be entitled to one vote for such lot in which said owner or owners hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be members, and 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 such lot. A photocopy of the latest recorded deed for each lot furnished by owner shall be conclusive evidence of the right of the record owner or owners shown thereon to cast the vote for such lot as a member of the Association, and such recorded deed shall be filed with the secretary of the Association prior to any vote. When any lot is owned by more than one person and/or entity, the first name appearing in the granting clause of said deed shall designate the person or entity to cast the vote for the lot described thereon, unless an agreement signed in writing by all record owners is filed with the secretary designating another record owner of said lot to cast the vote for such lot. Voting rights of any corporate entity shall be cast in accordance with a certificate of resolution setting forth such authority and signed by the secretary of the corporation to be filed with the secretary of the Association prior to any vote.

ARTICLE IV
PLAN FOR MAINTENANCE OF COMMON GROUND

SECTION 1. ISLANDS, WALLS AND OTHER IMPROVEMENTS. It is contemplated that certain shell island, walls, all landscaping in the subdivision, and sign posts and any other improvements which may be erected on the common properties. The cost, maintenance, capital improvements, operation, taxes, and other expenses incident to the common properties shall be the obligation of the Association and shall be paid from assessments against each lot as herein provided.

ARTICLE V
PROPERTY RIGHTS OF THE COMMON PROPERTIES

SECTION 1. MEMBERS' EASEMENT FOR ENJOYMENT. Subject to the provisions of this article and related provisions set forth elsewhere herein, every

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member shall have a right of enjoyment in and to the common properties and the areas, subject to rules and regulations governing such use as promulgated, from time to time, by the Association. Such right and easement shall be appurtenant to and shall pass with the conveyance of title to every lot.

SECTION 2. EXTENT OF MEMBERS' RIGHTS OF ENJOYMENT. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to borrow money for the purpose of acquiring, construction, improving and maintaining the common properties and in aid thereof to mortgage said properties or execute a deed of trust or other trust instrument covering said properties. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge service or use charges, admission and other fees as a condition to continue enjoyment by the members, and if necessary to have other relief as permitted by law; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above -described properties against foreclosure; and
- (c) The right of the Association to suspend or permanently cancel the rights of any member and membership in the Association for any period during which any assessment, service or use charge, remains unpaid and for any period not to exceed 30 consecutive days for any infraction of its published rules and regulations; and
- (d) The right of the Association to charge reasonable service or use charges, admission and other fees for the use service and enjoyment of the common properties; and
- (e) The right of the Association to limit the number of members per lot who may be entitled to the benefit of the easement or enjoyment as to the common properties by reason of ownership of a lot; and
- (f) The right of individual members to the exclusive use of any parking spaces provided in the common properties while using said common properties; and
- (g) The right of the Association to pass and enforce rules and regulations related to use, control and maintenance of the common properties and the areas situate thereon.

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ARTICLE VI
COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

SECTION 1. CREATION OF LIEN. Each owner of any lot described herein, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, contract or purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and corrected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied hereunder by the Association shall be used exclusively for the purpose of acquisition, improvement and maintenance of the areas and common properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties, insurance thereon, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

SECTION 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Until the year beginning _____, the annual assessment shall be \$ _____ per lot. From and after _____, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding calendar year and at the end of each such period of one year for each succeeding period of one year. At no time shall the annual assessment per lot be increased more than 25% above the prior year's annual assessment. Said annual assessment shall be payable in advance at such time and upon such terms as the Association shall elect.

The board of directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. Likewise, the Board of Directors of the Association, may, after consideration of the lack of improvements as to lots in a certain area, fix the actual assessment for any year as to these particular lots at a lesser amount; provided, however that in no event shall the amount so fixed for any lot on which there is no residential dwelling exceed one-half of the annual assessment for other lots whereon a dwelling is situated. However, any member entitled to a lesser annual assessment shall not be entitled to any membership rights or easements of enjoyment as herein provided unless full annual assessments are paid by such members.

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SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at the last known address of each member at least 15 days in advance and shall set forth the purpose of the meeting. The Board of Directors of the Association may, after consideration of lack of improvements as to lots in a certain area, fix the actual assessment for any year as to these particular lots at a lesser amount.

SECTION 5. CHANGE IN BASIS OF MAXIMUM OF ANNUAL ASSESSMENTS. Subject to the limitations of Section 3 hereof, and for the purpose therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of 2/3 of the votes of members at the last known mailing address of each voting member at least 15 days in advance and shall set for the purpose of the meeting.

SECTION 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. The quorum of any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast 50% of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The initial due date for annual assessments provided for herein shall commence on the date fixed by the Board of Directors of The Association.

The first annual assessments shall be for the balance of the current calendar year, and payments shall be payable as fixed by the Board of Directors of The Association. The assessments for any year, after the first year, shall become due and payable on the first day of _____. In the event of default as to any payment (annual or special), and if the default is not remedied within 90 days, The Association shall have the option of taking such other action as permitted by law and by this

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declaration. An additional late charge of \$25.00 shall be assessed on any payment which is more the 90 days delinquent.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution of the members of The Association authorizing such assessments, with the same option on the part of The Association in the event of default.

SECTION 8. DUTIES OF THE BOARD OF DIRECTORS. In addition to the other duties of the Board of Directors, the said Board of Directors of The Association shall fix the date of commencement of the assessment (annual or special) against each lot for each assessment period at least 30 days in advance of such date or period. Written notice of the assessment shall thereupon be set to every owner subject thereto at the last known mailing address of such owner.

The Association, upon demand at any time, shall furnish to any owner liable for said assessment a certificate in writing signed by an officer of The Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 9. EFFECT OF NON-PAYMENT OF ASSESSMENT AND THE LIEN REMEDIES OF THE ASSOCIATION. If the assessments (annual or special) are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent as provided in Section 7 hereof and shall, together with such interest, late charges thereon and cost of collection thereof as herein provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisee, personal representatives and assigns.

If the assessment is not paid as provided in Section 7, the assessment shall bear interest from date of delinquency at the rate of 10% per annum, and The Association may foreclose the lien against said property, and there shall be added to the amount of such assessment the cost of attorney fees in connection with any court proceedings arising therefrom, together with all court costs, late charges and expenses incurred in said proceedings.

SECTION 10. SUBORDINATION OF THE LIEN OF MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the properties subject to

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assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

SECTION 11. SUSPENSION OF RIGHTS OF MEMBERSHIP. Prior to foreclosure of any lien upon any lot subject to this declaration, the Board of Directors of The Association may elect to suspend all membership rights of any member or members of The Association who are delinquent in any payment due to The Association for more than 30 days, with such suspension to continue for so long as any such delinquency exists, and said Board of Directors may further suspend membership rights for a period not to exceed 30 days for the infraction of any rules or regulations by the member, family of the members or guests of the members, relating to the use of any of the common properties with such suspension not to exceed 30 days in duration. Suspension of membership rights shall be effective from the date that notice of suspension is mailed to the member via U.S. certified mail, return receipt requested, postage prepaid, to the last known address of the said member, and a copy of the notice shall be posted on the common properties during said suspension.

SECTION 12. CANCELLATION AND HEARING. The said Board of Directors may elect to permanently cancel the membership and all membership rights of any member who is delinquent in any payment due to The Association for more than 90 days or when such member, family of the member, or guest of the member are guilty of repeated or flagrant violation after a hearing conducted by said Board of Directors, which notice of such hearing mailed to such member at least 30 days in advance of said hearing date, and further provided that such member may appeal any such decision of said Board of Directors to the membership of The Association by such affected member calling a special meeting of the membership of The Association by notice mailed to each member at least 10 days in advance of the desired special meeting date, and said notice setting for the time, date, place and purpose of said meeting. A majority vote of the members of The Association attending such special meeting shall be necessary to override the decision of the Board of Directors, and all votes shall be by secret ballot. Notice shall be mailed by the member via U.S. certified mail, postage prepaid, return receipt requested.

ARTICLE VII
AUTHORITY OF MEMBERSHIP

SECTION 1. AUTHORITY OF MEMBERSHIP TO OVERRULE BOARD OF DIRECTORS. The action of the Board of Directors may be overruled by a majority of votes of the members who are voting in person or by proxy at a meeting called by five

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or more of the members in good standing, notice of which meeting shall be mailed to all members at the last known mailing address of each member at least 15 day sin advance, and shall set for the purpose of the meeting.

SECTION 2. QUORUM. For any regular or special meeting of the membership, the presence at such meeting of members, or of proxies, entitled to cast 50% of all votes of the membership shall constitute a quorum.

SECTION 3. NO DETRIMENT TO THIRD PARTIES. No action by the members overruling the Board of Directors shall be effective to cause a detrimental effect on any third parties relying on prior action of the Board of Directors, nor shall any members of the Board of Directors be liable for damages for any action subsequently overruled at any membership meeting except for intentional acts of fraud or bad faith.

ARTICLE VIII AMENDMENTS

SECTION 1. Any or all of the provisions contained in this declaration may be changed or amended by an instrument in writing, drafted so as to be recorded with the registrar of deeds, signed by all the then members of The Association entitled to vote as heretofore provided.

ARTICLE IX INVALIDATION

SECTION 1. BY COURT ORDER. Invalidation of any other of these covenants by judgment or court order shall in no wise affect any of the other provisions herein contained.

SECTION 2. CONFLICT OF PROVISIONS. Where any provision herein are in conflict with any by-law, resolution or regulation of The Association, the provisions contained herein shall control.

ARTICLE X NOTICE

SECTION 1. NOTICE BY MAIL AND WAIVER OF NOTICE. Unless otherwise expressly provided herein, notice shall be effective when mailed postage prepaid, via U.S. certified mail, to the person entitled to notice at the last known address of such person reflected by the records of The Association. Any notice required may be waived by waiver signed by the person entitled to notice or by the attendance of the person who is entitled to notice at any meeting where notice is required.

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SECTION 2. NOTICE BY PERSONAL SERVICE. Notice may be given to any person entitled to same by delivery of a copy of such notice by an officer or director of The Association to the person entitled to notice, with the officer or director delivering such notice to certify on a copy thereof. Said copy shall be maintained in the records of The Association.

SECTION 3. PERSON ENTITLED TO NOTICE. The person entitled to notice shall be the person indicated by the books and records of The Association to be the person entitled to the voting rights for each of said lots and proper notice to such person shall be deemed to be proper notice to all other owners of any interest in a lot.

IN WITNESS WHEREOF, the owners of the development, for the purpose of indicating its agreement to perform the obligations placed upon them by this instrument, have signed this Declaration (and all counterparts, any one of which shall be deemed an original) this 19th day of July, 2000.

Neil Johnson
Neil Johnson

Kent Burnett
Kent Burnett

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this day came before the undersigned, a notary public within and for the county aforesaid, duly commissioned and acting, Neil Johnson and Kent Burnett, to me well known in the foregoing Declaration of Greystone Subdivision Property Owners Association and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

My Commission Expires:

June 1, 2002

Mortie Raye Dasso
Notary Public

OFFICIAL SEAL 2000060010
MORTIE RAYE DASSERO
NOTARY PUBLIC - ARKANSAS
WASHINGTON COUNTY
EXPIRES 06/01/2002

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DECLARATION OF COVENANTS OF ASSURANCE
OF THE GREYSTONE SUBDIVISION
TO THE CITY OF SPRINGDALE, ARKANSAS
***** AMENDED *****

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WASHINGTON CO AR
K. HARNESS

KNOW ALL MEM BY THESE PRESENTS:

This Declaration of Covenants of Assurance is entered into by and between the parties hereto on this 30th day of November, 2000.
WITNESSETH:

WHEREAS, we the undersigned constitute one hundred percent ownership of the following described real property situated in Washington County, Arkansas, to-wit:
A part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-six (26), Township Eighteen (18) North, Range Thirty (30) West, and being more particularly described as follows:

Beginning at the Northeast (NE) corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 26, run South 0°11'00" East - 664.20 feet to a set railroad spike, thence North 89°55'39" West - 653.09 feet to a set railroad spike; thence North 0°25'34" West - 659.19 feet to a set of railroad spike; thence North 89°38'00" East - 655.88 feet to the point of beginning, containing 9.94 acres, more or less, subject to easements and/or rights-of-way.

This real property is also known as The Greystone Subdivision to the City of Springdale, Washington County, Arkansas, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

ARTICLE I
Definitions

The following terms as used in this Declaration of Covenants of Assurance are defined as follows:

- A. "Declaration" means this Declaration of Covenants of Assurance for The Greystone Subdivision to the City of Springdale, Washington County, Arkansas.
- B. "Property" means The Greystone Subdivision to the City of Springdale, Washington County, Arkansas, as the same may be shown on the plat thereof recorded.
- C. "Lot" means any numbered Lot designated on the Plat or Plats of the property.

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D. "Plat" means the map of plats of The Greystone Subdivision to the City of Springdale, Arkansas, as they are recorded.

E. "Owner" shall mean and refer to the record owner.

F. "Subdivision" means The Greystone Subdivision to the City of Springdale, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

G. "Developer" means Neil Johnson and Kent Burnett.

ARTICLE II
Restrictions on Residential Lots

1. **Fences:** Any privacy fence shall be constructed so that the framing shall be toward the inside of the owners' lot and shall not be erected within 30 feet parallel to metal fence of subdivision along the streets Counts and Cheyenne. There shall be no chain link fences.

2. **Nuisances:** Noxious or offensive activities or nuisances shall be permitted on any Lot or Parcel.

3. **Signs:** No person shall erect or maintain upon any Lot, or Improvement any sign or advertisement, except a real estate sign when the property is listed for sale.

4. **Animals:** No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance.

5. **Garbage and Refuse Disposal:** No Owner shall accumulate on his Lot litter, refuse or garbage, except in approved receptacles. All homeowners in the subdivision shall be required to have mandatory trash pick up as provided by the City of Springdale, Arkansas.

6. **Limited Access:** There shall be no access to any Lot on the perimeter of the Property except from designated streets or roads within the property.

7. **Drilling and Mining** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

8. **Storage:** Owners shall store all their property or possessions within their Unit. In no event shall an Owner store such property or possessions in the area between the surface of his Lot and the first floor of his Unit.

9. **Satellite Dishes Prohibited:** Any and all satellite dishes larger than 18 inches in diameter shall be prohibited in the subdivision.

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10. **Mailboxes:** All residences shall maintain a brick or rock mailbox.

11. **Parking on the Streets:** No vehicles may be parked overnight in the streets of this subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guests. No unlicensed or inoperative vehicles shall be parked in public view. Also, no semi-trailer trucks or commercial vehicles shall be allowed to park in said subdivision, either on the streets or on privately owned lots.

12. **Homeowner's Association:** A Homeowner's Association may be formed with a minimum of 14 different lot owners. All lot owners must be members of the association and shall automatically become members of the Homeowner's Association with the membership fee of \$200.00 to be paid by developer at the time of closing. This \$200.00 membership fee will be paid one time and will be held in an interest bearing account until the association is formed. All association memberships will pass with property ownership in the subdivision. Each lot will carry one vote in the association.

13. **Structures Other Than Dwellings:** No trailer, mobile home, tent, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the back of the residence, providing that the building is not unsightly and it is acceptable to the City of Springdale. All plans for storage buildings erected on the property must be approved by the developers.

14. **Recreational Vehicles and Boats:** Recreational and camping vehicles and boats may be stored and parked on the lots. However, these vehicles and boats shall be located behind the house, guesthouse or fence, or in or behind the garage, or otherwise screened so that they are not readily visible from the street or adjoining lots. Screening walls and fences must be constructed of brick, stone or decorative wood.

15. **Minimum Square Footage:** There shall be a minimum square footage requirement on all dwellings constructed in the subdivision. There is a minimum of 2,000 square feet of heated area on all one-story dwellings. On all multi-story dwellings, there shall be a minimum square footage of 1,200 square feet on the first floor. This minimum square footage requirement is exclusive of garages, porches, patios and decks.

16. **Restriction on Type of Dwelling:** There shall be no dwellings erected on any lots in this subdivision, other than an attached single family dwelling, having at least a two-car enclosed garage.

17. **Approval of Plans by Developers:** All plans for improvements to be constructed on lots in the subdivision shall be first submitted for review and approval by the developers, Neil Johnson and Kent Burnett, who shall compose

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the architectural control committee. Approval by the developers must be obtained before construction on any improvement on any lot in the subdivision begins and any variances to the improvement initially approved must be authorized in writing by the developers. Upon the last lot being sold, the architectural control committee will be turned over to the Homeowner's Association.

18. **Exterior of Dwellings:** The exterior of all dwellings erected on said lot or lots in said subdivision shall be of a masonry veneer construction to the extent that the exterior of said dwelling is at least eighty percent (80%) masonry veneer, excluding windows and doors. Masonite or wood will be allowed on gable soffits and remaining 20%; no metal or vinyl siding facia or soffit will be accepted on exterior of houses. All roof pitches shall be a minimum of 6/12 pitch. Any composition roof on any dwelling in the subdivision shall be a 25 year architectural shingle roof and must have a minimum 250 pound architect design weathered wood.

19. **Covenants to Run With the Land:** These covenants and restrictions are to run with the land and shall be binding on all the parties, their heirs and assigns, for a period of 30 years from the date these covenants are recorded; provided, however, that the covenants and restrictions may be amended at any time by at least seventy-five percent (75%) of the total property owners in such addition. Such amendments shall be made in writing, drafted so as to be recorded with the registrar of deeds. Provided, further, that after the expiration of the 30 year period set forth above, and any time within 6 months from said expiration, the majority of the lot owners may express their intention, in writing, so drafted as to be recorded with the registrar of deeds, that they no longer care for these covenants, and the same shall then be terminated, with the exception of covenant No. 10, which may not be amended or terminated. In the event that no action is taken within the prescribed time, these covenants shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that the protective covenants may be amended after the expiration of the time periods as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form, providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the lot owners of said subdivision and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.


20. **Violations:** If the parties herein or any of them or their heirs or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said subdivision to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to cover damages or other penalties for such violation.

21. **Severance of Covenants:** Invalidation of any one of these covenants by


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judgment or court order shall, in no way, affect any other provisions herein contained.

IN WITNESS WHEREOF, we, the current owners of all the property in the subdivision, have hereunder set our hands and seals, this 30th day of November, 2000.



Neil Johnson



Kent Burnett

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF WASHINGTON)

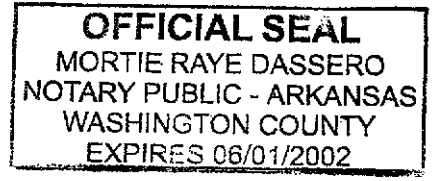
BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, Neil Johnson and Kent Burnett, personally known to me to be the persons subscribing to the foregoing document, and who stated to me that they had executed the same for the purposes and consideration therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of November, 2000.

My Commission Expires:
6/1/2002



notary public



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