

*This instrument prepared by:
Hardin & Grace, P.A.
500 Main Street
Suite A
North Little Rock, Arkansas 72114
Tel: 501/378-7900*

**BILL OF ASSURANCE
AND DECLARATION OF RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Brushmasters Construction & Development, LLC, an Arkansas limited liability company, hereinafter referred to as the "Developer", is the owner of the following described land in the County of Saline, State of Arkansas, to-wit:

LEGAL DESCRIPTION

ALL THAT IS PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 476 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NW ¼ OF THE SW ¼, WHICH POINT IS 2170.6 FEET NORTH OF THE SOUTHWEST CORNER OF THE SW ¼ OF SAID SECTION 16, AND RUN THENCE EAST 1333 FEET TO THE EAST LINE OF SAID NW ¼ OF THE SW ¼, THENCE SOUTH 165 FEET, THENCE WEST 1333 FEET TO THE WEST LINE OF SAID NW ¼ OF THE SW ¼, THENCE NORTH 165 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE RIGHT OF WAY OF SPRINGHILL ROAD

AND WHEREAS, it is desirable that all of the above described property be platted into various tracts, lots and streets.

NOW THEREFORE, WITNESSETH:

That the said Developer, for and in consideration of the benefits to accrue to it and its successors and assigns, which benefits it acknowledges to be of value, has caused the land hereinabove described to be surveyed and a plat recorded in Plat Record _____ in the Office of the Circuit Clerk and Ex-Officio Recorder of Saline County, Arkansas (hereinafter referred to as the "Plat") made thereof by Jared Pavatt a Professional Land Surveyor, License Number 1526, and Phillip Lewis, a Professional Engineer, License Number 9540, with Phillip Lewis Engineering, Inc., said Plat bearing the signature of the said Surveyor and Engineer and being of record in the office of the Circuit Clerk and Ex-Officio Recorder of Saline County, Arkansas, in Plat and the Developer does hereby make this Bill of Assurance and Declaration of Restrictive Covenants.

IN FURTHERANCE THEREOF, Developer warrants and represents that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide the land herein described, in accordance with the aforesaid Plat. The land embraced in said Plat shall be forever known as:

SPRINGHILL MANOR SUBDIVISION, an Addition to the City of Bryant, Saline County, Arkansas;

and any and every deed of conveyance of any lot in said Addition describing the same by the lot and block number shown on said Plat shall always be deemed a sufficient description thereof.

Any word contained herein shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context. Furthermore the following words shall have the meanings attributed to them below:

(i) **"Addition"** means SPRINGHILL MANOR SUBDIVISION, an Addition to the City of Bryant, Saline County, Arkansas when platted.

(ii) **"Association"** means the **Springhill Manor Property Owners Association, Inc.**, an Arkansas nonprofit corporation.

(iii) **"Common Area"** means all real property and any improvements thereon which are or may be designated on the Plat or any subsequent plat as such an area, which are or may be in the future reserved for the common use of the Developer, its agents, employees, servants, invitees, guest, successors or assigns and any Owners, their agents, employees, servants, invitees or guests, including, but not limited to the areas referred to on the Plat as Detention Area A, Detention Area B, the Sewer Main, and the areas of land within the Addition but outside the individual Lots and not dedicated to, and accepted by, the City of Bryant.

(iv) **"District"** means a municipal property owners' improvement district formed by the Developer which shall construct the Sewer Main for the Addition and the boundaries of which shall be the boundaries of the Addition and which shall be responsible for maintaining the Sewer Main and shall initially establish a maintenance fund in the sum of \$10,000 (the "Initial Deposit") and shall assess an annual charge against each Lot for a sum sufficient to (i) pay any debt incurred by the Districts the costs of construction of the Sewer Main and the Initial Deposit and other related costs and (ii) an amount to fund the cost of future maintenance of the Sewer Main in an amount of at least \$100 per year for each Lot.

(iv) **"Lot"** or **"lot"** means any plot of land shown, identified and platted by and depicted on the Plat as residential building lot numbered 1 through 19.

(v) **"Owner"** means the record title holder, whether one or more, persons or entities, of fee simple title to any Lot, but excluding any person or entity merely holding a lien on or security interest in a Lot.

(vi) **"Sewer Main"** means the main sewer line which is located within the Addition and has not been accepted for maintenance by the City of Bryant (including the Check Valve for same).

There are strips of ground shown and dimensioned on the Plat marked **"Utility and Drainage Easement"**, which Developer hereby donates and reserves for the use of and by

public utilities, and for drainage purposes, subject at all times to the proper authorities and to the easements and restrictive covenants herein reserved. The filing of this Declaration of Restrictive Covenants and Bill of Assurance and Plat for record in the office of the Circuit Clerk and Ex-Officio Recorder of Saline County shall be a valid and complete delivery and dedication of the road described as KARA LANE and of the Utility and Drainage Easement shown on said Plat.

In addition to the foregoing, there is shown on the Plat two tracts of land respectively marked and platted as Detention Area "A" and Detention Area "B", which the Developer hereby reserves for the use and benefit of the Developer, its successors and assigns. Further, there is shown a narrow tract of land lying north of Kara Lane (the "Vacant Lands") which the Developer hereby reserves for the use and benefit of the Developer, its successors and assigns. Said Detention Area "A" and Detention Area "B" and the Vacant Lands are not Lots and may not be used as residential building sites; but may be developed by the Developer for drainage, water detention, utility, landscape, buffer area purposes, fencing around the Addition, walking trails or such other purposes and uses as the Developer, in its discretion, deems desirable and shall be deemed common space herein. The Developer reserves the right to convey its interests in any or all of the common space to the Association at any time, in its complete discretion. The Association shall thereafter maintain and keep the common space in good repair and pay all cost associated with said landscaping and fencing, maintenance and repair of same and shall maintain the Sewer Main in good operating condition.

All Owners of a Lot platted hereby, and all persons, natural and artificial, claiming an interest in any Lot platted hereby, shall take their titles subject to the grants, rights, retainage, privileges and reservations herein contained, including but not limited to, the rights of public utilities in and to the streets and roads shown on the Plat and the utility and drainage easements shown on the Plat.

The Lots in this Addition shall be sold or conveyed by the Developer and shall be purchased, acquired, owned, possessed, held and occupied subject to the covenants, restrictions and provisions set forth above and as follows, each of which and all of which shall be covenants running with the said lands above described, and shall be binding upon any Owner and their respective heirs, successors and assigns, in order to maintain the lands above described as desirable, uniform and suitable as residential property, to-wit:

ARTICLE I
LAND USE, BUILDING TYPE AND HEIGHT

All Lots herein platted shall be held, owned and used only for residential purposes. No buildings shall be erected, placed, altered, re-erected or permitted to remain on or upon any Lot platted hereby other than one (1) detached single family residence (the, "dwelling") which shall not exceed two stories in height (excluding basement area) when seen from the front or principal street facades, a private fully enclosed garage for the storage of motor vehicles owned or used by the residents (storage of commercial motor vehicles being expressly prohibited), such garage to be of such sufficient size to adequately accommodate no less than two (2) motor vehicles no portion of which may thereafter be converted into living space or for any other purpose without the prior written approval of the Developer, and such other outbuildings only as are incidental and related to the residential use of the Lot. Under no circumstances will portable storage buildings made of metal or other materials be permitted to be placed on or remain on any Lot.

ARTICLE II ARCHITECTURAL CONTROL

(a) Purpose. The Developer is desirous of providing and maintaining harmony of external design and location in relation to the surrounding structures and topography and, for this purpose, herein creates an Architectural Control Committee which shall have the duties, obligations and responsibilities as hereinafter set forth.

(b) Architectural Control Committee. The Architectural Control Committee (hereinafter "the Committee") shall initially consist of at least three (3), but not more than five, members who shall be designated by the Developer. Subsequent to the initial appointments, the Developer shall appoint all replacement members of the Committee; provided, however, the Developer may, at such time as it deems appropriate, release all control over appointments of members to the Committee to the Board of Directors of the Association by execution of an instrument to such effect in recordable form. Neither the Developer, nor the Committee shall be liable in damage to any person submitting requests for approval or to any Owner within the Addition by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to any request hereunder. All decisions of the Committee shall be by a majority vote of the members of the Committee, provided that the Committee may retain and delegate certain rights of approval to an approving agent. The identity of the members of the Committee and all replacement members thereof shall be disclosed by an instrument in recordable form executed by the Developer or, after release of control by the Developer to the Association, then the President of the Board of Directors of the Association, as the case may be. An Owner shall pay reasonable expenses to the Committee for the examination, and approval or disapproval of plans and specifications submitted for structures or improvements to be erected or changes or alterations in existing structures or improvements, including a reasonable fee charged by an approving agent retained by the Association. The Committee may, at its option, waive its right to such expenses.

(c) Requirements Before Construction. No dwelling, building, structure or other improvements shall be erected, placed, altered, re-erected or permitted to remain on or upon any Lot platted hereby until the building plans, specifications, exterior color schemes, general plan of landscaping and plot plan showing the location and facing of such dwelling, building, structure or other improvement with respect to existing topography, adjoining streets, and finished ground elevations have been approved in writing by the Committee. Prior to commencement of any proposed construction of a dwelling, structure or other improvement upon any Lot or part of any Lot located within the Addition, the Owner of the Lot shall submit to the Committee, the following documentation with respect to any proposed construction:

- (i) Plot Plan
- (ii) Floor Plan of the proposed dwelling, building, structure or other improvement
- (iii) Front, rear, right and left elevations of the proposed dwelling, building, structure or other improvement
- (iv) General Plan of Landscaping
- (v) Specifications reflecting the choice of exterior building materials and color scheme of the proposed dwelling, building, structure or other improvement

- (vi) Such other documentation as the Architectural Control Committee may request.

In those certain instances where the Plans for a dwelling to be erected on a Lot are identical to the Plans for a dwelling on a Lot which has already been approved by the Committee, then such identical Plans are deemed approved by the Committee, provided prior notice of the intent to build such identical dwelling, describing the previously approved Plans, dwelling and Lot, is provided to the Committee, but any site specific changes to said Plans must be provided to the Committee for approval as aforesaid.

For purposes hereof, the term "proposed construction" shall include, but shall not be limited to, new construction of a dwelling, building, structure or other improvement, remodeling, adding to or modifying an existing dwelling, building, structure or other improvement, installation of a fence or wall, construction or remodeling of outbuildings or other accessory structures, construction or installation of storm cellars, swimming pools and coverings therefor, tennis courts, installation of an antenna whether on a structure or on a Lot, construction of ponds or lakes, installation of any sign, and construction of driveways. The Committee shall use its best judgment to see that all improvements, construction, landscaping, and alterations on lands within the Addition conform to and harmonize with existing surroundings and structures, and are otherwise in conformity with the intent of this Declaration of Restrictive Covenants and Bill of Assurance. All documentation delivered to the Architectural Control Committee shall become the property of the Committee and shall be retained as a permanent record. The Committee shall meet on the first Wednesday of each calendar month (each a "Committee Meeting Date"). The Committee shall have 5 business days from and after the Committee Meeting Date after all of the required documentation has been timely submitted to the Committee to approve or disapprove by majority vote, any aspect of the proposed construction. Any disapproval shall be in writing and shall specify in detail the basis for such disapproval and, as appropriate, modifications which, if made, will render the proposed construction acceptable. In the event that the Committee neither approves nor disapproves the proposed construction within 5 business days of the Committee Meeting Date after all of the required documentation has been timely submitted to the Committee, the proposed construction shall be deemed to be acceptable and this provision of this Declaration shall be deemed fully complied with and the construction may be commenced. Notwithstanding anything to the contrary herein contained, no construction of any type or variety shall be commenced on any Lot prior to submission of all of the required documentation as hereinbefore set forth and receipt of either written approval of the Committee or 5 business days after the Committee Meeting Date after all of the required documentation has been timely submitted to the Committee without any Committee action. As used herein, a "business day" shall be a Monday through Friday, except a legally recognized bank holiday.

(d) Design Standards. As is hereinbefore stated, it is the intention of the Developer that the Addition be developed and maintained in a consistent and harmonious manner. In furtherance of and in keeping with the purposes hereof, the Committee may promulgate, from time to time, DESIGN STANDARDS, which may be utilized in reviewing any proposed construction and which shall include guidelines with respect to size, area, style, height of building, color, types of building material, landscaping, and other similar and related matters and standards. The Design Standards as may be promulgated and amended from time to time shall be available for inspection at the offices of the Developer as long as the Developer selects the Committee, and thereafter, shall be maintained as a permanent record in the offices of the Association. No dwelling, building, structure or other improvement shall be erected, placed, altered, re-erected or permitted to remain on or upon any Lot platted hereby except if same is constructed in conformity with the provisions hereof.

**ARTICLE III
MINIMUM PRINCIPAL BUILDING SIZE**

No dwelling shall be constructed, erected, placed, altered, re-erected or permitted to remain on or upon any Lot platted hereby unless the finished heated and cooled living area thereof, exclusive of porches, patios, garages, breezeways, exterior stairways, porte cocheres, storage areas and outbuildings, shall equal or exceed 1,600 square feet. Finished heated living area shall be measured in a horizontal plane to the face of the outside wall on each level.

**ARTICLE IV
BUILDING LOCATION**

No dwelling or building shall be located, constructed, erected, placed, altered, re-erected or permitted to remain on or upon any lot platted hereby nearer to the front lot line, rear lot line or nearer to the side street line than the minimum building setback lines shown on the Plat. No dwelling or building shall be located, constructed, erected, placed, altered, re-erected or permitted to remain on or upon any lot platted hereby nearer than the set-back requirements of the applicable ordinances in force by the City of Bryant, Arkansas, with the exception of any variance granted by the City of Bryant to the Developer.

**ARTICLE V
SUBDIVISION OF LOTS**

No lot platted hereby shall be subdivided or resubdivided or replatted without the written consent of the Developer, which consent may be withheld in the Developer's sole discretion.

**ARTICLE VI
EASEMENTS**

Easements in gross on, over, under and across the streets and roads shown on the Plat filed herewith have herein been granted to the persons, firms or entities engaged in supplying utility services, the same being, without limiting the generality of the foregoing, electric power, gas, telephone, cable, water and sewer, for the purpose of installing, maintaining, repairing and replacing such utility services. Easements for the installation, maintenance, repair and replacement of utility services, sewer and drainage have herein been reserved, said easements being of various widths, reference being hereby made to the plat filed herewith for a more specific description of width and location thereof. As various utility facilities are underground, any alterations or lowering of the surface grade of the ground in any easement and the area immediately adjoining such easements is prohibited, if such alteration or lowering would result in there being less than 30 inches of clearance either vertically or horizontally between the surface grade and any underground utility facilities, including but not limited to, sewer, water, the underground electric cables and conductors supplying cable, digital, telephone and electric power service; and, as the electric distribution transformer stations and other service pedestals are located on surface grade, fills within the area of the said easements and upon the lands adjacent thereto which will damage or which will interfere with the installation, maintenance, operation and replacement of the cable, digital, electric and telephone cables, facilities and equipment, and the supplying of service from such equipment are also prohibited. No trees, incinerators, structures, buildings, pavement, or similar improvements shall be grown, built or maintained within the area of such utility easements, if the same shall interfere with use thereof.

No excavations within the area of such easements for the erection of any fences (wood, wire, stone, iron or brick) or for any other purposes shall be made which would interfere with the installation, maintenance, repair and replacement of any utility service. In the event any such trees, incinerators, structures, buildings, fences, pavement or similar improvements shall be grown, built or maintained within the area of such easement, no utility will be liable for the destruction of same in the installation, maintenance, repair, or replacement of any utility service located within the area of such easement.

ARTICLE VII UTILITIES

The Owner of any Lot platted hereby shall install and maintain in conformity with applicable code requirements and other regulations, underground utility services, including electrical, natural gas, water, cable and telephone service between the point of delivery of such utility service as located by the utility company and the point of use of such Owner. The Owner of any Lot platted hereby shall dig and backfill in conformity with applicable code requirements and other regulations a ditch for utility services. No television dish, antennae or similar equipment shall be installed on any of the Lots platted hereby without the prior written consent of the Developer or as permitted by the DESIGN STANDARDS.

The Sewer Main constructed in the Addition is a pressurized sewer pipe that conveys wastewater and is not a gravity sewer line. The Owner of each Lot shall construct and maintain thereon for each residence a pump or compressor (a "Grinder Pump") and sewer pipe that connects to the Sewer Main (the "Connecting Sewer Pipes") which is specified by the DESIGN STANDARDS and the City of Bryant to push the sewage through the force Sewer Main. Each Grinder Pump and Connecting Sewer Pipes for each Lot are referred to as the "Lot System". In order to maintain the integrity of the Sewer Main and Lot System on each Lot:

- (i) The DESIGN STANDARDS shall, at a minimum, require that each Lot system be constructed with such material according to construction standards which meet the manufacturer's requirements and state codes for plumbing and wiring.
- (ii) Each Lot shall be subject to an access easement in favor of the sewer utility into which the Sewer Main is connected and in favor of the Association and the City of Bryant for continued monitoring and maintenance of each Lot System.
- (iii) In the event that any Owner fails to maintain the Lot System in compliance in the standards set forth herein after reasonable written notice of not less than ten (10) days, then the Association shall be responsible and have the authority to maintain and replace each Lot System and assess the charges for same against the Owner of the Lot for whom the charges were incurred, and the Association shall have the same right to collect such charges in the same manner as an annual and special assessment against a Lot or Owner of such Lot pursuant thereto.
- (iv) The District shall maintain a reasonable reserve fund to be used to fulfill its responsibility for maintenance of the Lot Systems and the Sewer Main.
- (v) The District shall maintain in force a bond sufficient to operate, maintain and repair the Sewer Main and each Lot System.
- (vi) The District shall enter such agreements with the City of Bryant as required by the City of Bryant to construct, repair and maintain the Sewer Main.
- (vii) No replacement of any of the Sewer Main or any Lot System shall occur without the review and oversight of the City of Bryant, to the extent required by the City of Bryant.

**ARTICLE VIII
NUISANCES**

No noxious or offensive activity or commercial business activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owner of any Lot. No trucks, commercial vehicles or inoperative vehicles may be stored or parked on a Lot platted hereby other than for making routine deliveries. Owner further agrees to keep unimproved lots free from trash, debris, and overgrown vegetation. If such does accumulate and Owner does not promptly remove such upon notification by Developer, the Developer shall have the right to perform such cleanup work as is necessary and Owner shall reimburse Developer for the cost thereof. PROVIDED, HOWEVER, the sale of lots or dwellings and the construction of dwellings, buildings, structures and other improvements in the Addition shall not be prohibited by this Article and the same are hereby declared permitted commercial activities.

**ARTICLE IX
TEMPORARY STRUCTURES**

No mobile home, trailer, tent, shack, garage, barn, or outbuilding erected on a Lot covered by these covenants shall at any time be used for human habitation.

**ARTICLE X
SIGNS**

No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or Developer to advertise the property during the construction and sales period and in no event shall any such signage be affixed, permanently or temporarily, to any trees.

**ARTICLE XI
LIVESTOCK AND POULTRY**

No animals, livestock, or poultry of any kind shall be raised or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept or maintained for any commercial purpose.

**ARTICLE XII
VISUAL OBSTRUCTIONS**

No fence, wall, hedge, or shrub planting or other obstacle which obstructs sight lines at elevations of more than 2 feet 6 inches above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street lines and a line connecting them at a point 50 feet from the intersection of the street lines; or in the case of a rounded property corner, within the triangle formed by tangents to the curve at its beginning and end, and a line connecting them at points 50 feet from their intersection. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of 8 feet to prevent obstruction of such sight lines.

**ARTICLE XIII
FENCES**

No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum front building set back line established herein or from the side yard building line to the street or corner lots except upon the written approval of the Developer, provided that a fence may be constructed along the north boundary of the Addition. To insure compliance with the provisions of Article VI hereof as it relates to the erection of fences along utility easements, no fence, wall, or other structure shall be erected along property lines without approval of the design, construction, and materials by the Committee. Further there shall be no barbed or other similar wire fences erected or placed on any lot nor shall any chain link fence of any type or kind be erected or placed on any lot which can be seen from any street.

**ARTICLE XIV
STREET ACCESS AND DRIVEWAYS**

All driveways or other paved areas intended for vehicular travel situated on any Lot shall have a base of compacted gravel, crushed stone or other approved base material and shall be surfaced with either asphalt or concrete material or such other materials as are approved by the Committee, but all at grades lowered or raised to meet street grades with culverts installed and maintained unobstructed.

**ARTICLE XV
PARKING AND STORAGE OF MOTOR HOMES, ETC.**

No motor homes, camper trailers, travel trailers, busses, utility trailers or boat trailers shall be permitted to be parked, stored or remain upon any Lot, unless same is parked or stored and remains in a fully enclosed stall of the garage. No motor homes, camper trailers, travel trailers, utility trailers or boat trailers shall be permitted to be parked, stored or remain upon any street in the Addition.

**ARTICLE XVI
EXTERIOR MAINTENANCE AND LANDSCAPING**

All dwellings, buildings, structures and other improvements constructed, erected and re-erected on any lot and all yards and landscaping thereon shall be maintained in a good state of repair, neat and attractive manner by the Owner thereof. The Owner's maintenance obligations shall include, but not be limited to, prompt removal of all litter, trash, refuse and waste, lawn mowing, tree and shrub pruning, watering, keeping exterior lighting and mechanical facilities in working order, keeping lawn and landscaped areas (including all areas between the lot lines and the curb lines of the streets and roads within the Addition) alive and free of weeds and attractive, keeping parking areas and driveways in good repair, complying with all applicable governmental rules and regulations, repainting, and repairing exterior damages. No building or other structure shall be constructed, erected, placed, altered, re-erected or permitted to remain on or upon any lot platted hereby unless, prior to the lot being offered for sale or issuance of a certificate of occupancy of the City of Bryant, top soil shall be installed, leveled and sodded with live grass sod in all yard areas of the lot, including up to the curb line of any street or road abutting the said Lot, and shrubs shall be planted in planting areas immediately adjacent to the dwelling, building

and structure situated thereon on the front and sides thereof. All vacant lots shall be maintained free and clear of debris, trash and weeds.

Upon the failure of the Owner to maintain or landscape the grounds in accordance with the provisions hereof, the Architectural Control Committee or the Association may, upon 30 days written notice to the Owner, cause the grass, weeds and vegetation to be cut, when, and as often as, in its judgment is necessary, or cause appropriate landscaping to be installed. Upon the failure of the Owner to maintain the exterior of any dwelling, building or structure in good repair and appearance, the Committee or the Association may, upon 6 months written notice to the property Owner, make repairs and improve the appearance of the dwelling, building or structure in a reasonable and workmanlike manner. For purposes of performing such maintenance as may be required hereunder, the agents or employees of the Committee and/or the Association shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any business day. Notwithstanding any contrary provision hereof, the Committee or the Association may enforce the requirements of this Subparagraph by litigation at law, or in equity, and the costs of such litigation including any attorney's fees, shall be paid by such Owner, and if more than one, such Owners shall be jointly and severally liable. The cost of any maintenance required under Article XVI shall be assessed to the Owner thereof, shall constitute a lien upon the Lot, and may be collected in accordance with the provisions of Article XVIII hereof.

ARTICLE XVII PROPERTY LINES AND BOUNDARIES

Iron pins have been set on all lot corners and points of curve, and all lot dimensions shown on curves are chord distances, and all curve data as shown on the Plat are centerline curve data. In the event of minor discrepancies between the dimensions or distances as shown on the Plat and the actual dimensions or distances as disclosed by the established pins, the pins as set shall control.

ARTICLE XVIII SPRINGHILL MANOR PROPERTY OWNERS ASSOCIATION, INC. and the DISTRICT

There has been formed by the Developer a non-profit corporation known as the Springhill Manor Property Owners Association, Inc and there has been formed a District . Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to fully abide by and comply with the Articles of Incorporation and By-Laws of the Association, as amended from time to time. The activities of the Association with respect to the hereinbefore described lands shall, in addition to the Articles of Incorporation and By-Laws, be subject to the following directions, limitations and conditions:

(a) Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and not be separated from ownership of any Lot which is subject to assessment. The Owner(s) of each Lot shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall individually be Members but shall collectively have one vote only with respect to each Lot owned by such persons. The Developer shall be entitled to one vote for each Lot owned by Developer.

(b) Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area or areas which shall be appurtenant to and which shall pass with the title to every Lot, at such time or times as the same shall be conveyed to the Association by the Developer, subject to the following provisions:

- (i) The right of the Association to charge assessments for the acquisition, construction, operation, maintenance and repair of the common areas;
- (ii) The right of the Association to suspend voting rights and rights to use of the common areas by an Owner for any period during which any assessment as hereinafter described against such Owner's Lot remains unpaid; and for a period not to exceed 60 days for any infraction of the published rules and regulations regarding the use of such common area facilities promulgated by the Association;
- (iii) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective except upon the vote of a majority of the Members.
- (iv) The right of the Developer to use of any of the Common Areas to promote sales of unsold Lots within the Addition, such use to be without cost to Developer.

(c) Covenant for Maintenance Assessments. Except for property otherwise exempt from assessment as herein provided, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges; and
- (2) Special assessments.

The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the Lots and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorneys fees, shall also be the personal obligation of the person or persons who was the Owner or Owners of such Lot at the time when the assessment fell due. The assessments levied by the Association shall be used exclusively for the recreation, health, safety and welfare of the Owners, for the improvement, operation and maintenance of the common areas, for repair and replacement of common areas within the Addition, whether public or private, for insurance, taxes, and other costs and expenses related to, and, in the discretion of the Board of Directors, consistent with the purposes of the Association. The initial annual assessment which may be collected monthly, shall be fixed by the Board of Directors of the Association to commence at such time or times as shall be determined by Board of Directors. Further, notwithstanding anything to the contrary herein contained, the Board of Directors of the Association shall be empowered to levy, in any assessment year, a special assessment applicable to that year only for the purpose of deferring and paying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement located upon and situated in the common areas, including fixtures and personal property related thereto, and such other costs as the Board of Directors deems desirable or necessary. Any annual and special assessments as hereinbefore described shall be uniform for all non-exempt Lots within the Addition and may be collected on a monthly basis. The annual assessments hereinbefore described, once levied, shall

commence as to each non-exempt Lot upon the first day of the month following the date of sale by the Developer of each such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and the amount thereof shall be pro-rated. The Board of Directors of the Association shall fix the amount of the annual assessment against each non-exempt Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment of a Lot is binding upon the Association as of the date of its issuance.

Until such time as the number of Lots owned by the Developer (other than common areas) within the Addition are less than the non-exempt Lots and the Members of the Association owning non-exempt Lots have more votes than the Developer, the total amount of the annual assessments to be paid for each Lot shall be equal to **Three Hundred Dollars (\$300.00) per year**. Thereafter, the amount of the assessments shall be established by the Association.

(d) Property Exempt from Association Assessments. Any Lot or property owned by the Developer, any common areas and any tract or property owned by the Association shall be exempt from, and not subject to, any assessment or charge by the Association, either annual or special, and no such assessment shall be due and owing on any such exempt property or lot.

(e) Effect of Nonpayment of Assessments and Remedies. Any assessment not paid within 30 days after the due date thereof as established and fixed by the Board of Directors of the Association shall bear interest from the due date at the maximum lawful rate. The Association may, upon such default, bring an action at law against the Owner or Owners personally obligated to pay the same, or foreclose the lien of the assessment against the property. The Owner may not waive or otherwise escape liability for the assessments herein provided by non-use of the common area or abandonment of his Lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to any mortgage foreclosure or proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

(f) District Function. The District shall assess an annual charge against each lot for the costs of construction of the Sewer Main and for maintaining the Sewer Main and assuring the maintenance of each Lot System.

ARTICLE XIX ADDITIONAL PROPERTY

(a) If Developer owns or acquires additional lands, which the Developer desires in its sole discretion to develop in a fashion generally consistent with the development of the hereinbefore described lands, hereinafter referred to as the "Additional Lands"; then the Developer, in its sole discretion, shall have to right, but not the obligation, to annex said Additional Lands to this Addition and cause the same to be governed by covenants similar to the covenants herein set forth and may have common areas similar to those common areas described herein which may be conveyed to the Association to be maintained and kept landscaped by and at the expense of the Association.

(b) The annexation of the Additional Lands by the Developer, from time to time, may be made by filing of record a Declaration of Restrictive Covenants and Bill of Assurance adding and annexing the Additional Lands therein described to the Addition and subject the Additional Lands therein described to covenants similar to the covenants herein set forth and to the extent thereof, all property owners in any subsequent development of the Additional Lands so annexed and added to the Addition shall become members of the Association by virtue of owning a lot in such development and shall be subject to all duties, responsibilities and assessments in accordance with such membership and shall be entitled to all privileges, rights and enjoyment of common areas of all other members of the Association.

(c) **UNDER NO CIRCUMSTANCES** shall this Declaration of Restrictive Covenants and Bill of Assurance or any subsequent annexation or addition to this Addition bind or require the Developer to make any annexation or addition to this Addition or to adhere to any development plan, regardless of how that development plan is published or presented, in any subsequent development of any lands now owned or hereafter acquired by the Developer. Nor shall the Developer be precluded from conveying any lands it now owns or hereafter acquires, not expressly made subject to the terms and provisions hereof, free and clear of not only the terms, provisions and covenants herein contained but any similar covenants or restrictions.

(d) Except as herein allowed, there shall be no other annexation or addition of lands into the Addition or the addition of members to the Association without the prior written consent of the Developer.

ARTICLE XX RIGHT TO ENFORCE

The restrictions, covenants and provisions herein set forth shall run with the lots platted hereby and shall bind the present owner, their heirs, successors and assigns and any person, natural or artificial, hereinafter owning any of the lots platted hereby. Developer and any owner of any of the lots platted hereby shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach or to enforce the observance of, the restrictions above set forth, in addition to any ordinary legal action for damages. The failure of Developer or any owner of any of the lots platted hereby to enforce any of the restrictions hereby set forth at the time of its violation, shall, in no event, be deemed to be a waiver of the right to do so thereafter.

ARTICLE XXI MODIFICATION OF RESTRICTIONS

Notwithstanding any provision, restriction or covenant herein contained to the contrary, any and all of the terms, conditions, covenants, provisions and restrictions set forth herein may be amended, modified, extended, changed or canceled, in whole or in part, by a written instrument signed and acknowledged solely by the Developer. Alternatively, any and all of the terms, conditions, covenants, provisions and restrictions set forth herein may be amended, modified, extended, changed or canceled, in whole or in part, only by a written instrument signed and acknowledged by at least 50% percent of the Owners of the Lots, PROVIDED, HOWEVER, any such amendment, modification, extension, change or cancellation, in order to be effective and enforceable, must be approved and consented to in writing by Developer regardless of whether or not Developer owns any lot platted hereby, such approval to be in the sole discretion of the Developer, unless (i) Developer has executed and recorded a written instrument

terminating such requirement for approval and consent of Developer or (ii) Developer owns no land at that time which may be annexed to the Addition as provided in Article XIX hereof. The provisions of any such instrument so executed shall be binding from and after the date it is duly filed for record in Saline County, Arkansas. Each term, condition, covenant, restriction and provision in this Bill of Assurance, unless expressly provided otherwise, shall remain in full force and effect until January 1, 2050.

**ARTICLE XXII
ASSIGNMENT AND BINDING EFFECT**

Developer expressly reserves the right to assign in writing the Developer's rights and obligations hereunder to another person, natural or artificial; provided, however, such other person shall only succeed to the rights and obligations of the Developer upon recordation of such an assignment executed by the Developer which expressly and specifically assigns the Developer's rights and obligations hereunder and a conveyance of the land platted hereby will not be deemed such an assignment to the purchaser thereof.

**ARTICLE XXIII
EXTENSION**

All covenants for which extension is not otherwise provided in this instrument shall automatically be extended for successive periods of ten (10) years each, unless modified, terminated or canceled as provided herein.

**ARTICLE XXIV
SEPARABILITY**

Invalidation of any restriction set forth herein, or any part thereof by an Order, Judgment or Decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof as set forth herein, but they shall remain in full force and effect.

EXECUTED this _____ day of _____, 2020.

Brushmasters Construction & Development, LLC

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF ARKANSAS)

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COUNTY OF SALINE)

BE IT REMEMBERED that on this day appeared before the undersigned, a Notary Public duly commissioned, qualified and acting within and for the County and State aforesaid, appeared in person the within named _____, being the person or persons authorized by Brushmasters Construction & Development, LLC to execute such instrument, stating his capacity to be that of the _____ of Brushmasters Construction & Development, LLC, to me personally well known, who stated that he as such _____ of Brushmasters Construction & Development, LLC executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

NOTARY PUBLIC

That Simmons Bank, for and in consideration of the benefits to accrue to it from the terms and provisions hereof, which it acknowledges to be of mutual benefit, does, solely for the purposes hereinafter stated and none others, hereby join in and consent to the dedication of the street rights-of-way and easements for the use and benefit of the public herein above set forth and does hereby consent to and approve of (i) the platting and subdivision of the property herein described and (ii) the terms and provisions herein above set forth.

PROVIDED, FURTHER, for and in consideration of the benefits to accrue to it from the terms and provisions hereof, which it acknowledges to be of value, the undersigned does hereby partially release and discharge the lien of that certain Mortgage, filed for record on the ___ day of _____, 20____, and recorded as Instrument Number _____ in the office of the Circuit Clerk and Ex-Officio Recorder of Saline County, Arkansas, of and from the streets and roads shown on the Plat.

Dated this _____ of _____, 2020.

Simmons Bank

By: _____
Name:
Title:

LENDER ACKNOWLEDGMENT

STATE OF ARKANSAS)

§§

COUNTY OF SALINE)

BE IT REMEMBERED that on this day appeared before the undersigned, a Notary Public duly commissioned, qualified and acting within and for the County and State aforesaid, appeared in person the within named _____, being the person or persons authorized by Simmons Bank to execute such instrument, stating his capacity to be that of the _____ of _____, to me personally well known, who stated that he as such _____ of Simmons Bank executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

NOTARY PUBLIC