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Term/Cashier: CIRCUIT-L9HVHGG / kjackson  
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DFE Deed 53.00  
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Total Fees: \$ 53.00

**Declaration of Covenants, Conditions and  
Restrictions for Arbor Glenn  
City of Rogers, Benton County, Arkansas**

THIS Declaration of Covenants, Conditions and Restrictions, referred to herein as the "Declaration", is made this ~~24th~~ day of ~~FEBRUARY~~, 2006, by GC Land Development LLC, an Arkansas limited liability company, sometimes referred to herein as "Developer", concerning the residential subdivision known as Arbor Glenn, referred to as "the Subdivision".

**WITNESSETH**

WHEREAS, the Developer is the Owner of real property located in Benton County, Arkansas, being more fully described in **EXHIBIT "A"** attached to this Declaration and incorporated herein by reference, sometimes referred to herein as the "Property"; and

WHEREAS, the Developer is in the process of developing and platting the aforesaid Property into a residential community, and contemplates subdividing such Property into individual, quality, single-family Residential Lots, and, in addition, contemplates setting aside certain tracts of land for common landscaped areas, for signs identifying the Subdivision and other amenities; and

WHEREAS, the Developer desires that the entire Subdivision constitute a single-family residential community, with rights and obligation toward the Ownership and maintenance of landscaped common areas at or near the entries to the Subdivision, as well as the signs identifying the Subdivision; and

WHEREAS, the total development of the Subdivision residential community will take several years; and

WHEREAS, the Developer desires to provide for building and use restrictions to promote and insure that the Subdivision is a quality residential community, to protect the property values of all Owners within the Subdivision, to insure that all homes are constructed of quality materials and workmanship, and are compatible with other homes in the Subdivision.

NOW THEREFORE, in consideration of the foregoing and for the purpose of enhancing and protecting the value and desirability thereof, the Developer hereby declares and subjects all of the Property described in **EXHIBIT "A"**, now known as Arbor Glenn, to the covenants, charges, assessments, conditions and restrictions set forth in this Declaration, all of which shall run with said Property and shall benefit and be binding upon all parties and all persons owning all or any part thereof, and their heirs, personal representatives, successors and assigns. Any and all contracts, purchase agreements, or Deeds affecting any of the Property or Lots therein shall be deemed to have these covenants and restrictions incorporated therein by reference, and any and all such contracts, purchase agreements, or Deeds affecting any of the Property or Lots therein shall be conclusively held to have been executed, delivered, and accepted with full knowledge of all covenants and restrictions contained herein. Furthermore, it is expressly declared and agreed that these covenants also benefit the Developer and future Owners of the Property because of the interest of the

Developer and such future Owners in having the entire Property maintained in an attractive manner for the benefit of all Owners of any portion of the Property.

## SECTION I CONCEPTS AND DEFINITIONS

The following words, whether or not capitalized, when used in this Declaration or in any amended or supplementary Declaration (unless the context shall otherwise clearly indicate or prohibit), shall have the following respective concepts and meanings:

**"Amended Declaration"** shall mean and refer to each and every instrument recorded in the Records which amends, supplements, modifies, clarifies or restates some or all of the terms and provisions of this Declaration.

**"Architectural Control Committee" or "ACC"** shall mean and refer to that particular committee which may be from time to time appointed or selected pursuant to Section II hereof.

**"Articles"** shall mean and refer to the Articles of Incorporation of the Association, as the same may be from time to time duly amended or modified.

**"Association"** shall mean and refer to the Arbor Glenn Property Owners Association, which shall be formed as an Arkansas non profit corporation which has the power, duty and responsibility of maintaining and administering certain portions of the Subdivision and all of the Common Properties, administering and enforcing the Declaration and otherwise maintaining and enhancing the quality of life within the Subdivision.

**"Board" or "Board of Directors"** shall mean and refer to the Board of Directors of the Association.

**"Building Contractor"** shall mean a general contractor, building contractor, construction manager, architect, or Owner, provided that such person meets the criteria established by the ACC under the provisions of Section II.

**"By-Laws"** shall mean and refer to the Bylaws of the Association, as adopted and amended from time to time in accordance with the provisions of this Declaration and the Arkansas Non Profit Corporation Act of 1993 or other applicable laws promulgated by the State of Arkansas.

**"Class A Member"** shall mean each Owner of a Residential Lot and each Resident (other than an Owner) of a Residential Lot.

**"Class B Member"** shall mean the Declarant.

**"City"** shall mean and refer to the City of Rogers, Benton County, Arkansas.

**"Common Properties"** shall mean and refer to any and all areas of land within the Subdivision which are known, described or designated as green areas, common areas, the Streets, any controlled access areas and monitoring devices, Street lighting and signs (and all elements thereof), detention ponds, entryways, monuments, perimeter fences and walls, off-site monuments and directional signs, landscape easements, and any greenbelt and the like, including, without limitation, those shown on any Plat, as well as those not shown on a Plat but which are intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or that may hereafter be constructed thereon. The **"Common Properties"** shall also include any and all public right-of-way lands for which the City has required that the Declarant and/or the Association expend private, non-reimbursable time and monies to care for and maintain, such as, but not limited to, Street medians or park areas.

**"Covenants"** shall mean and refer to all covenants, conditions, restrictions, easements, charges and liens set forth within this Declaration or any Amended Declaration.

**"Days"** as used herein shall mean calendar days, with the exception of "business days" which term shall mean each day except for any Saturday, Sunday or legal holiday under the laws of the State of Arkansas or the United States of America.

**"Declarant"** shall mean and refer to GC Land Development LLC, an Arkansas limited liability company, and any or all successors and assigns thereof with respect to the voluntary disposition of all (or substantially all) of the right, title and interest of GC Land Development LLC in and to the Subdivision; provided however, no Person merely purchasing one or more Lots from GC Land Development LLC or its successors or assigns in the ordinary course of business shall be considered a "Declarant."

**"Declaration"** shall mean and refer to this particular instrument entitled: "Declaration of Covenants, Conditions and Restrictions for Arbor Glenn, City of Rogers, Benton County, Arkansas," together with any and all amendments or supplements hereto.

**"Deed"** shall mean and refer to any deed, assignment, testamentary bequest, muniment of title or other instrument, or intestate inheritance and succession, conveying or transferring fee simple title or a leasehold interest or another legally recognized estate in a Lot.

**"Development Period"** shall mean a period commencing on the date of the recording of the original Declaration in the Records and continuing thereafter until and ending on the earlier of (a) the date of the completion of construction of Dwelling Units on more than seventy-five percent (75%) of the Residential Lots in the Subdivision, or (b) the date the Declarant voluntarily terminates its Class B Member status by recording a written notice of such termination in the Records.

**"Director"** shall mean and refer to any duly elected member of the Board.

**"Dwelling Unit"** shall mean and refer to any building or portion of a building situated upon any Residential Lot that is designed and intended for Residential Use.

**"Front Yard"** shall mean and refer to (a) as to interior Lots, the front yard area of the residence between the Street (on the one hand) and the dwelling exterior and fence (on the other hand) and (b) as to corner Lots, the front yard area of the residence between the Street (on the one hand) and the dwelling exterior and fence (on the other hand), and that portion of the side yard area exposed to the Street, between the Street (on the one hand) and the dwelling exterior and fence (on the other hand), but excluding patios, courtyards and fenced areas, unless otherwise defined by the Board.

**"Improvement"** shall mean any physical change to raw land or to an existing Structure which alters the physical appearance, characteristics or properties of the land or Structure, including but not limited to the new construction of a Structure or Structures and related amenities, adding or removing square footage area or space to or from a Structure, painting or repainting a Structure, or in any way altering the size, shape or physical appearance of any Structure or any building or other improvement, temporary or permanent, located on any Lot.

**"Lot"** or **"Lots"** shall mean and refer to a Residential Lot or any other type of Lot reflected on any Plat or all of the Residential Lots.

**"Member"** shall mean and refer to each Resident or Owner, who is in good standing with the Association, who has filed a proper statement of residency with the Association, who has complied with all directives and requirements of the Association, and who otherwise satisfies the requirements set forth in Section II. B. hereof. Membership shall consist of two (2) classes, the Class A Members and the Class B Member.

**"Owner"** shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot whether or not such holder(s) actually reside(s) on any part of the Lot.

**"Person"** shall mean an individual, partnership, joint venture, corporation, limited liability company, joint stock company, trust (including a business trust), unincorporated association or other entity, or a government or any political subdivision or agency thereof.

**"Plat" or "Plats"** shall mean and refer to the final Subdivision Plat or plats of the Subdivisions, which have been approved by the City and filed and recorded in the Records.

**"Property"** shall mean the real property located in Benton County, Arkansas, being more fully described in **EXHIBIT "A"** attached to this Declaration and incorporated herein by reference.

**"Records"** shall mean the Public Real Estate Records as maintained in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, including the Map and Plat Records of Benton County, Arkansas.

**"Resident"** shall mean and refer to:

- (a) each Owner of the fee simple title to any Lot within the Subdivision; and
- (b) each Person residing within any part of the Subdivision who is a bona-fide lessee pursuant to a legally cognizable lease agreement with an Owner; and
- (c) each individual lawfully domiciled in a Dwelling Unit other than an Owner or bona-fide lessee.

**"Residential Lot"** shall mean and refer to each separately identifiable portion of the Subdivision which is (a) platted into individual Lots and becomes a part of the Subdivision pursuant to a Plat filed and recorded in the Records, (b) assessed by any one or more of the applicable governmental or other taxing authorities, (c) to be used solely for a Residential Use and (d) not intended to constitute any portion of the Common Properties.

**"Residential Use"** shall mean and refer to any use and/or occupancy of any Residential Lot as a residence by a single person, a couple, a single family or a permitted family size group of persons approved by the Board.

**"Streets"** shall mean the right-of-way of all private Streets, sidewalks and other rights-of-way situated within, and shown on the Plats, together with all pavement, curbs, Street lights, signs and related facilities thereon.

**"Structure"** shall mean and refer to: (a) any thing or device, other than trees, shrubbery (less than two (2) feet high if in the form of a hedge in respect to a Lot) and landscaping (the placement of which upon any Lot shall not adversely affect the appearance of such Lot), including but not limited, to any building, improvement, parking facility or area, garage, porch, shed, greenhouse or bathhouse, cabana, coop or cage, covered or uncovered patio, swimming pool, play apparatus, fence, curbing, paving, wall or hedge (more than two (2) feet high if in the form of a hedge in respect to a Lot), signboard or other living quarters or any temporary or permanent improvement to any Lot; (b) any excavation, fill or ditch; (c) with respect to Lots and, any enclosure or receptacle for the concealment, collection and/or disposition of refuse; and (d) any change in the grade of any Lot which involves a change of more than three (3) inches from the existing grade initially approved by the applicable ACC.

**"Subdivision" or "Subdivisions"** shall mean and refer to a subdivision or subdivisions of all or a portion of the Property, in accordance with a Plat or Plats thereof heretofore or hereafter filed of record in the Records, as well as any and all revisions, modifications, corrections or clarifications thereto.

**SECTION II  
GOVERNING BODIES**

**A. GENERALLY.** These Covenants shall be implemented by the Association, the Board of Directors of the Association and the Association's Architectural Control Committee, as established herein.

**B. PROPERTY OWNERS ASSOCIATION.**

**1. Membership.**

a. Each and every Owner of each and every Lot within the Subdivision shall automatically be, and must at all times remain, a Member of the Association in good standing, and shall be bound by the terms and conditions of this Declaration, the Articles and By-Laws of the Association, and such rules and regulations as may be promulgated and adopted by the Association under such Articles and By-Laws. Membership of an Owner in the Association shall be appurtenant to and may not be separated from the interest of such Owner in and to any portion of a Lot. Ownership of any Lot shall be the sole qualification for being a Member. Any Person who holds an interest in and to all or any part of a Lot merely as security for the performance of an obligation shall not be a Member.

b. During the Development Period, the Association shall have two (2) classes of Members:

Class A: The Class A Members, shall include:

- (i) all Owners (other than the Declarant) of Lots; and
- (ii) all Residents (not otherwise Owners) who have properly and timely fulfilled all registration and related requirements prescribed by the Association.

Class B: The Class B Member shall be the Declarant.

c. Except as provided in this Declaration, the Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings, and shall have the right to prescribe the procedure to be followed concerning all such meetings and votes.

2. **Transfers.** The membership of an Owner may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale, assignment or transfer of such Owner's interest in all or any part of such Owner's Lot and then only to the purchaser, assignee or transferee as the new Owner of the Lot in question. Each Owner shall notify the Association of any transfer or assignment of the fee title to his/her/its Lot and the name and address of the transferee or purchaser. The Owner/Member shall be responsible for providing the Association with all necessary or requested information, such as their name, mailing address and contact information. Failure to provide the Association with a name and proper mailing address shall constitute a waiver of any notice otherwise required hereunder. Such transfer shall automatically operate to transfer the membership to the new Owner thereof. On transfer, conveyance, or sale by any Owner of all of his or her or interest in any Lot, such Owner's membership in the Association shall thereon cease and terminate. An Owner of a Lot, by contracting to sell his Lot on an installment basis, shall be deemed to have transferred his membership to the contract purchaser upon execution of the contract for sale. When an Owner sells his Lot by traditional offer and acceptance providing for a closing of the sale to occur at which time the purchaser will pay the purchase price to the seller in exchange for a conveyance by deed of the property, the transfer of membership shall be deemed to occur upon delivery of the deed. For purposes of this Declaration, the "Owner" shall be deemed to include the purchaser under an installment contract, regardless of whether a deed has been executed to be held in escrow or whether the deed will be executed and delivered upon payment in full of the installment payments.

3. **Voting Rights.**

a. During the Development Period only the Class B Member shall constitute the voting Members of the Association. The Class B Member shall be entitled to cast one (1) vote for each Lot located within the Subdivision. All votes relating to the Ownership of a Lot shall be cast by the Declarant to the exclusion of the Class A Members.

b. Following the expiration of the Development Period the Class A Members shall constitute the voting Members of the Association. The Owners of each Lot in good standing shall be entitled to one (1) vote per Lot. Where more than one Owner owns and holds a record fee interest in a Lot, either as joint tenants, tenants in common, or tenants by the entirety, for the purposes of voting at meetings of the Association or on issues submitted to the Members, said multiple Owners shall cast one vote collectively for each Lot owned.

c. Any Owner or Member shall not be in "good standing" if such Person is: (i) in violation of any portion of these Covenants or any rule or regulation promulgated by the Board or any portion of applicable laws, rules, regulations and ordinances; or (ii) delinquent in the full, complete and timely payment of any assessments or charge which is levied, payable or collectible pursuant to the provisions of these Covenants, the Bylaws or any rule or regulation promulgated by the Board. The Board may suspend the voting rights of any Member who is not in good standing for any period during which such Member remains not in good standing. The preceding clause shall control over any provision of this Declaration to the contrary.

d. The Board may make such rules and regulations, consistent with the terms of this Declaration and the Bylaws, as it deems advisable, for: (i) any meeting of Members; (ii) proof of membership in the Association; (iii) the status of good standing; (iv) evidence of right to vote; (v) the appointment and duties of examiners and inspectors of votes; (vi) the procedures for actual voting in person or by proxy; (vii) registration of Members for voting purposes; and (viii) such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

4. **Notice; Voting Procedures; Meeting.** Quorum, notice and voting requirements of and pertaining to the Association may be set forth within the Articles and/or Bylaws, as either or both may be amended from time to time, and shall be in accordance with permitted Arkansas law. During the Development Period, from time to time, as and when determined necessary by the Board, the Board may call and schedule a meeting of the Members. From and after the expiration of the Development Period, the Members shall meet annually to deal with and vote on matters relating to the business of the Association, as directed by the Board, including the election of the Directors.

**C. PROPERTY OWNERS ASSOCIATION BOARD OF DIRECTORS.** The Board of Directors of the Association shall consist initially of three (3) directors to be appointed by the Developer. The initial directors shall each serve a single ten (10) year term. In the event of the death or resignation of any initial director prior to the expiration of his or her term, the vacancy shall be filled by an appointment of the Developer, or in the Developer's absence, by the remaining directors. After the expiration of the terms of the initial directors, elections shall be held to fill each of the three (3) seats, which shall thereafter serve five (5) year terms. These subsequent directors shall be residents of the Subdivision. These elections will be held at called meetings upon giving ten (10) days' written notice to all Lot Owners, who may cast one vote for each platted Lot owned. The Board of Directors of the Association shall have the power to enforce these covenants and to review all violations of these covenants for proper action.

**D. ARCHITECTURAL CONTROL COMMITTEE.**

1. **Purpose and Composition.** To insure that all Dwelling Units, Structures, Improvements and accessory or other buildings constructed in the Subdivision have good quality materials and workmanship and are compatible with other Dwelling Units, Structures, Improvements and accessory or other buildings constructed or to be constructed in the Subdivision, there is hereby established an Architectural Control Committee. Upon its initial formation, the ACC shall be composed of three (3) members, to be appointed by the Developer, who shall serve during the Development Period, following which time the Board of Directors of the Association shall assume its authority to designate no more than five (5) total members. Members, other than those initially appointed by the Developer, shall serve three (3) year terms. No absentee Owner, other than the Developer's appointed representative, may serve on the ACC. In the event of the death or resignation of any member prior to the expiration of his or her term, the Board of Directors of the Association shall appoint a successor to complete the term of the deceased or resigning member.

2. **Authority and Duties.**

a. Any Owner seeking to construct a new home or other pertinent Structure, or to add or to modify any portion of the exterior of an existing home, shall submit the plans and written specifications to the ACC for review. All specifications of the home exterior shall include, but shall not be limited to, decks, hot tubs, patios, pools, additions to or deletions of planted or landscaped areas, equipment and material storage buildings, dog runs, gazebos, arbors, roofing material, exterior lighting, exterior building materials, and other similar construction.

b. No construction, change, modification or alteration shall commence until the plans and specifications detailing the nature, kind, shape, height, construction materials, and location of the Improvements on the Lot, and a landscaping plan for the Lot, shall have been submitted to, and approved in writing by, the ACC. In the event the ACC fails to approve or disapprove said specifications within ten (10) days after written confirmation by the ACC that sufficiently complete plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred. It shall be the responsibility of the Lot Owner to obtain the written confirmation that sufficiently complete plans and specifications have been submitted.

c. Without limiting the factors to be considered in the approval or disapproval of any plans and specifications submitted to it, the ACC shall apply the building restrictions set forth below under Section III of this Declaration

d. Notwithstanding the foregoing provisions, the ACC and the Association shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in the Declaration, and no member of the ACC or the Association and its Board of Directors shall have any liability, responsibility or obligation whatsoever for any action or decision, or lack thereof. The ACC and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the Lot Owner. Each Lot Owner agrees to save, defend, and hold harmless the ACC and the Association and its members on account of any activities of the ACC relating to such Lot Owners' property or Improvements to be constructed.

e. Only Building Contractors who have been approved by the ACC shall be allowed to construct any improvements within the Subdivision. The ACC shall, from time to time establish such criteria, as it may deem appropriate for the approval of Building Contractors. Such criteria may include, but shall not be limited to, a current certificate of workmen's compensation insurance, a current certificate of general liability insurance in an amount of not less than \$1 million, and current appropriate licensing, if applicable. A clean-up deposit and storm silt screening on the construction

site will be required. Additionally, the ACC may require the Building Contractor to secure an appropriate letter of credit prior to commencing construction. Any Building Contractor approved by the ACC impliedly consents to the authority of the ACC to set forth additional requirements or restrictions as may be deemed appropriate.

**SECTION III  
BUILDING AND USE RESTRICTIONS**

**A.** A "building site" shall consist of one or more numbered Lots as shown on the face of the Plat or any modifications or adjustments thereto. No individual Lot may be split to create two or more Lots.

**B.** No Dwelling Units, or other buildings, Improvements or Structures shall be erected, constructed, maintained, or permitted on such Residential Lots, except on a "building site" as defined above.

**C.** No Dwelling Unit, Structure or Improvement shall be permitted to be constructed or placed on any Lot, except a single-family residential Dwelling Unit. Accessory or other buildings may be permitted if allowed by local land use rules, regulations or ordinances and approved by the ACC in advance of construction or placement. Such accessory or other buildings shall not be used for or in connection with multi-family living, and each building site shall be used for no more than one family.

**D. BUILDING TYPE.**

1. No residence or Dwelling Unit shall be constructed that is more than two (2) stories in height or less than two thousand one hundred square feet (2,100 sq. ft.) of heated area, exclusive of carports, garages and open porches. Of the total heated area, at least one thousand two hundred square feet (1,200 sq. ft.) must be on the main level, unless otherwise approved by the ACC. Particular architectural styles, features, appointments and details may not be approved, at the discretion of the ACC, if deemed to be incompatible or non-conforming to the standard of quality or aesthetics promoted within the Subdivision. Additionally, "minimum code" specifications shall not be the standard by which the ACC shall be bound, but rather by any level above that is deemed appropriate minimums for consistency of quality within the Subdivision.

2. A minimum of one (1) two-car garage, measuring at least twenty feet by twenty-two feet (20' x 22') will be required for each dwelling and must be kept and maintained as part of the house. Garage doors must be kept closed when not in use for the purpose of ingress or egress of automobiles. Garage doors shall not face the Street unless ACC deems unfeasible due to Lot conditions and thereby grants a waiver of this provision in writing.

3. All Dwelling Units shall be of a traditional design approved by the ACC as provided herein. In connection therewith, absolutely no T1-11 Siding shall be permitted. All Dwelling Units must include the following:

- a. Seventy-five percent (75%) of ceiling height must exceed eight feet (8 ft.);
- b. Thirty-five percent (35%) of heated floor space must have crown molding;
- c. Thirty-five percent (35%) of window openings must be wood cased;
- d. Thirty-five percent (35%) of floor covering must be tile or wood;
- e. Cabinets must be raised panel;
- f. Baseboard trim must be at least six inches (6");



- g. Exterior paint must include at least two (2) colors; and
- h. The Builder must demonstrate that \$1,000.00 has been spent on landscaping as provided herein, not to include the lawn, and the same shall include at least two (2) trees.
4. Any limitations in this Declaration to the contrary notwithstanding, until Dwelling Units have been constructed on all Lots in the Subdivision, the Developer shall be entitled to use any Lot owned by Developer for construction of model homes, sales offices, construction sheds or for storage of materials. Revisions to approved architectural plans are discouraged; however, any revision to any previously approved plan should be for upgrade purposes only. All revisions must be submitted to the ACC as set forth herein prior to commencing construction.
- E. BUILDING MATERIALS.** The exterior walls of each building constructed or placed on a Lot shall be at least fifty percent (50%) brick, stone, stone veneer or approved masonry material. The exterior portion of any fireplace chimney shall be one hundred percent (100%) masonry material. All concrete blocks and concrete foundations shall be covered with a decorative masonry material. All siding or other non-masonry material shall require ACC approval. All exterior colors of any material must be compatible and approved by the ACC.
- F. ROOFS.** All roofing material shall be approved by the ACC prior to the installation of such materials. Such materials shall be shake, tile, upper grade architectural shingle or better and shall be otherwise in compliance in all respects with applicable City ordinances. The roof pitch of any structure shall be eight feet by twelve feet (8' x 12') minimum.
- G. EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved on each Lot as reflected on the recorded Plat. Within these easements, no Structure, planting or other material (except driveways across any Lot) shall be placed or permitted to remain which may interfere with the operation, installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water toward or through drainage in the easement. Driveways permitted within the easement shall be constructed so as not to prevent any flow of water or change the flow in the area of each Lot and all improvements for which a public authority, the Association, or any utility company is responsible.
- H. EXTERIOR MECHANICAL DEVICES.** Air conditioning units, heat pumps, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similar mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns. The location of such devices and the shielding to be used shall all be reviewed and approved by the ACC prior to installation.
- I. YARDS AND LANDSCAPING REQUIREMENTS.** All Structures, landscape plans and additions must first be approved by the ACC. The front, back and side lawn areas of each Lot will be of grass, and not rock or gravel covered. No approval is necessary for the planting of flowers, shrubs, or trees, except where it may affect easements or drainage onto adjacent Lots. All newly constructed Dwelling Units must meet minimum landscape requirements as set by the ACC within six (6) months of completion of construction, provided that each Owner, within ninety (90) days of the completion of a Dwelling Unit shall sod all Front Yards on a Street. The refund of any clean-up deposit secured from any approved building contractor will not be returned unless the conditions of this paragraph have been completed, in addition to any further clean-up which may be necessary. All toys, newspapers, etc., must be picked up so as not to accumulate in an unsightly manner in view of any Street. Only porch furniture, flower pots, etc., are permissible in front yards. Front Yard grass is to be kept mowed so as to never be above six inches (6").
- J. FENCING.** Fencing of Front Yards is prohibited, except that decorative wood, iron or masonry fencing not exceeding three (3) feet in height may be constructed upon approval by the ACC. Any fence

located on any Lot must be approved by the ACC as to material, location, height and quality prior to the commencement of construction. Any fence erected around the rear perimeter of a Lot must contain a gate or gates of adequate size, according to City requirements for City utility vehicles to have access to the utility easement for ingress and egress, if applicable. Fencing in of access/drainage easements is prohibited. Any necessary alteration to fences to maintain utilities will be done at the Owner's expense. Dog pens, property screened as required by the ACC, must be in rear yard portions and kept so as not to be a nuisance or obnoxious to any adjoining Lot Owner.

**K. SWIMMING POOLS.** Any swimming pool located on any Lot must be approved by the ACC as to material, location, and quality prior to the commencement of any construction. Above-ground pools are prohibited. All swimming pools shall be kept in a good state of repair at all times and shall be properly fenced in, with said fencing to be subject to the requirements hereof and approval of the ACC.

**L. SIDEWALKS.** Sidewalks shall be installed on each Lot by the Owner as required by the applicable ordinances or regulations of the City, and shall be installed prior to the issuance of a certificate of occupancy by the City.

**M. MAILBOXES.** All mailboxes must be approved by the ACC as to design and location. Additionally, all mailboxes must be of a type approved by the United States Postal Service and the ACC, and shall be kept in a good state of repair at all times.

**N. ANTENNAS AND SIGNALS.** No exterior antenna, aerial wires or other device (including, without limitation, radio or television transmitting or receiving antennae and satellite dishes) for the transmission or reception of any form of electromagnetic radiation shall be erected, installed, used or maintained on any Lot, unless the same is expressly approved and permitted by the ACC and appropriately screened so as to not be visible from the front of any other Lot or any public Street. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of television or radio signals on any other Lot. No satellite dish antenna shall be erected unless the same is approved by the ACC and appropriately screened so as to not be visible from the front of any other Lot or any public Street.

**O. DRIVEWAY.** Each Dwelling Unit located on any Residential Lot shall have a concrete, double bituminous seal coat or other paved surface of equal quality connecting any garage, carport or parking area of the Dwelling Unit located thereon to the street.

**P. GENERAL MAINTENANCE.** Each Owner shall maintain and care for all Improvements and all trees, foliage, plants and lawns on his or her Lot and otherwise keep his or her Lot and all improvements thereon in a neat manner and prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot, and otherwise keep his or her Lot in conformity with the general character and quality of properties in the immediate area. In addition, by acceptance of a Deed to any Lot, the Owner thereof covenants and agrees to mow weeds and grass and to keep and maintain said Lot in a neat and clean condition at all times.

#### SECTION IV ADDITIONAL BUILDING USE AND GENERAL RESTRICTIONS

**A. OFFENSIVE ACTIVITIES.** No noxious or offensive activity shall be carried on or permitted upon any Lot or on any Street or sidewalk adjacent thereto, nor shall anything be done thereon which may be or may become an annoyance or nuisance to adjacent Lot Owners or to the Subdivision. Further, no leaching cesspool shall ever be constructed on any Lot. Any Lot Owner violating this paragraph shall be required to indemnify and hold harmless the ACC for any expense it incurs in alleviating the noxious or offensive activity, annoyance or nuisance.

**B. OIL AND MINING OPERATIONS.** No oil drilling, oil refining, quarrying, or mining operation of any kind whatsoever shall be permitted upon, about, or in any Lot, nor shall any oil well, tank tunnels, mineral excavations or shafts be permitted upon or in any Lot, except that one (1) storm shelter may be constructed with proper ACC approval.

**C. SIGNAGE.** No signage shall be permitted on any Lot or any Dwelling Unit after it is initially sold; provided, however, that one "For Sale" sign may be placed in front of the Lot within ten (10) feet of the curb, and such sign shall be no larger than four (4) square feet. Any such "For Sale" sign must be removed within ten (10) days of the date of the sale of the Lot. However, Developer hereby reserves the right to erect construction site signs, Lot signs, and signs to designate the name of the addition and the advertisement thereof, without regard to the above restriction. The Developer or the ACC reserves the right to remove any sign which it deems to be obnoxious or non-compliant or unsightly due to shape, color, size, etc. Contractors may display only one contractor's sign and building permit. No other advertising signs shall be permitted.

**D. SIGHT DISTANCES AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the Streets shall be placed or permitted to remain on any corner Lot within the triangular area formed by the Street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the Street if property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a Street property line with the edge of the driveway.

**E. CURBS AND STREET.** All Street cuts are specifically prohibited unless a waiver is granted by the Developer. No curb cut for driveways shall be closer than three (3) feet to the side property line. All curbs are to be neatly blended into driveway radius.

**F. PARKING.** All Dwelling Units must have off-Street parking only, and shall not be permitted to park off of designated driveways or parking pads. The ACC shall have the right to have vehicles of this provision towed at the Owner's expense. No parking of any type of vehicle, boat, RV, camper, etc., will be permitted on grass, landscape, sidewalks, or on Streets at any time.

**G. VEHICLES.** Any boat, RV, camper, untagged or off-road vehicle must have a separate, concealed concrete parking pad and may not be parked at any time in front of the front building line and must be permanently screened from view, with such screening to be approved by the ACC. Likewise, no vehicle repairs or maintenance is to be performed other than in garages or in concealed areas to the rear of building lines. No inoperative or junk vehicles of any kind shall be left on any Lot or easement.

**H. LOT AND GROUND MAINTENANCE.** No Lot or easement or any part of the Property shall be used or maintained as a dumping ground. Rubbish, leaves, grass, trash, garbage and/or other wastes shall be kept in non-corrosive/non-breakable trash containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be kept in a clean and sanitary condition. No garbage or trash containers are to be kept in view of the Street unless it is to be picked up within 24 hours.

**I. ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other domestic pets may be kept and maintained, provided that they are registered with the City and/or county, if required. Household pets shall be maintained in a clean and sanitary condition and shall not be obnoxious or a nuisance to the surrounding Owners. Any Owners with pets are required to provide containment or backyard fencing in accordance with the ACC specified acceptable fence requirements. Pet Owners shall be liable for all damages caused by their pets.

**J. TEMPORARY INHABITANTS.** The inhabiting of any structure or vehicle such as a boat, trailer, basement, tent, shack, garage, camper, mobile or manufactured home or other outbuilding shall not be permitted on any Lot, whether temporarily or permanently.

**K. BASKETBALL GOALS.** No basketball goals or courts may be erected or constructed on the front of any house, or facing the front Street, unless approved by the ACC.

**L. CLOTHING LINES.** No outdoor clotheslines shall be permitted.

#### **SECTION V COMMON SPACE AND AMENITIES**

**A.** There shall be created, as shown on the face of the Plat of the Subdivision and identified as "Common Properties", such common tracts as the Developer shall create for landscaping and signage for the Subdivision. Such tracts shall be for the benefit of all Lots and properties in the Subdivision and the landscaping and signage thereon shall be maintained by the Association as provided in this Declaration.

**B.** Upon the filing of the final Subdivision Plat, the mentioned Common Properties located in the Subdivision shall be conveyed to and accepted by the Association. In addition, any property or amenity may be deeded/sold to the Association by the Developer if deemed to be for the common good of the Subdivision by the Developer.

**C.** Maintenance of the Common Properties and landscaping and signage thereon shall be at the cost and expense of the Members of the Association (Lot Owners) within the Subdivision. All of such costs, including, but not limited to, maintenance expenses, insurance, and real property taxes, shall be borne by the Lot Owners based on the ratio of the total number of Lots they own to the total number of Lots that have been created by the filing of the final Plat and any amendments thereto.

#### **SECTION VI REGULAR AND SPECIAL ASSESSMENTS FOR ASSOCIATION**

**A.** By acceptance of the Deed or other instrument of conveyance for his or her Lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to pay the Association annual/monthly assessments and special assessments for operating expenses incurred by the Association and for maintenance and care of the Common Properties and hereby consents to the imposition of any liens provided herein in connection therewith without further notice. Once a Dwelling Unit is constructed on a Lot and the Lot is sold by the builder, the Lot shall be subject to regular annual assessments. The initial regular assessment for each Lot shall be an amount equal to \$100.00 per month, per Lot. Thereafter, such assessments shall be fixed, established, and collected from time to time as provided in this Declaration and by the Association. The annual and special assessments, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the property affected and shall also be a personal obligation of the Owner of such property from the date when the assessment is due and payable until paid in full. Such personal obligation shall not pass to successors in title to the affected Lot or property unless expressly assumed by such successors. Unless changed by a majority vote of the Lot Owners casing votes, the annual assessment for any Lot in the Subdivision shall be that amount last approved by the Board on the question of annual assessment. On vote of the Board of Directors of the Association in the manner set forth in the Articles of Incorporation and By-Laws of the Association, the assessments from time to time for the purpose of defraying, in whole or in part, the cost of reconstruction, repair or replacement of the landscaping and signage on the Common Properties in the Subdivision, as well as any common amenity owned by the Association, including fixtures and appurtenances related thereto. The Board of Directors of the Association must approve any special assessments or change in annual assessments.

**B.** The Association shall notify all Owners or contract purchasers of Lots within the Subdivision, whose addresses shall be supplied by the Owner or contract purchaser to the Association, by sending written notice to each of such Owners, giving the amount of the charge or assessment for the current year, when the same shall be due, and the amount due for each Lot. Failure of the Association to levy an assessment due to lack of

address for the Owner of any particular Lot within the Subdivision or for any other reason, shall not discharge the obligation of any such Owner from paying such assessment, and it shall be the obligation of any such Owner to notify the Association of such Owner's current address.

C. Any general or special assessment levied as set forth in this Declaration shall become a lien on the affected Lot or property as soon as such assessment is due and payable as set forth above. In the event any Owner fails to pay the assessment when due, then the assessment shall bear interest at the maximum legal rate permitted by the State of Arkansas on the date when such assessment is due and shall continue to accrue at that rate, until it is paid in full. Forty-five (45) days after the date of any such assessment has been fixed and levied, the assessment, if not paid, shall become delinquent and the payment of both principal and interest may be enforced as in the case of a laborer's lien on the affected real estate, and notice of such lien may be filed with the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and venue shall be laid in the appropriate Court of competent jurisdiction in Benton County, Arkansas. It shall be the duty of the Board of Directors of the Association, as provided below, to bring actions to enforce such liens before they expire. For each notice of lien so filed, or for any lien so filed, the Association shall be entitled to collect from the Lot Owner or Owners of the Lot described in such notice of lien a fee of \$50.00, and shall be collectible in the same manner as the original assessment provided for in this Declaration. Any such lien shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time period legal proceedings shall be instituted to collect such assessments, in which event, the lien shall continue therewith, the non-paying Owner or Owners shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the lien and may be foreclosed on in the same manner as the assessment provided above.

D. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the residents of the Subdivision, and, in particular, for the improvement and maintenance of property, services and facilities devoted to the above stated purpose and related to the use and enjoyment of the Common Properties and of the Dwelling Units situated in the Subdivision. Without limiting the generality of the foregoing statement of purpose, such assessments shall be applied by the Association to the payment of the costs of the following:

1. To enforce any and all building and land-use restrictions that exist as of the date of this Declaration or which may be lawfully imposed hereafter on or against any of the Property in the Subdivision.
2. To maintain the Common Properties and amenities and improvements thereon as provided in this Declaration.
3. To pay expenses to carry out the above, such as attorney's fees, manager's fees, expenses of liability, fire and other insurance, bookkeeping and accounting expenses, and any and all other expenses that may from time to time be deemed necessary to carry out the intent of this Declaration by the Association.
4. To protect property values in the Subdivision by promoting pride in and enthusiasm for it; and to do all lawful things and tasks that the Association, in its discretion, may deem to be in the best interest of the Subdivision and the Owners of the Lots in the Subdivision.

#### SECTION VII ENFORCEMENT

A. Any dispute between an Owner and the Association, including its ACC, shall be resolved by a Committee of three (3) Arbiters, with one Arbiter to be designated by the Owner and one to be designated by the Association. The two (2) Arbiters so appointed shall agree on the selection of a third Arbiter, and if agreement cannot be reached within fifteen (15) days after their appointment, the two shall request appointment of a third Arbiter by a Court of competent jurisdiction in Benton County, Arkansas, or its successor.

B. The arbitration shall generally follow the procedure prescribed in Arkansas Code Annotated §16-1018-201, et seq., and the decision of the Committee of Arbiters, which shall be made in writing and signed by at least two Arbiters, shall be final and binding on all interested persons.

C. In the event a party fails to comply with the decision of the Arbiters within the time period specified in the decision, any Owner or the Association may seek confirmation of the decision in a Court of competent jurisdiction in Benton County, Arkansas, as provided in the above-referenced Arkansas Code provisions.

#### SECTION VIII DURATION AND AMENDMENT

A. **DURATION.** The Covenants of this Declaration shall run with and bind the Property subject to this Declaration, and shall be binding on and inure to the benefit of and be enforceable by the Association and/or the Owners and Residents of any Lot or any of the Property subject to this Declaration, their respective legal representatives, heirs, devisees, personal representatives, successors and assigns, for an original thirty (30) year term expiring on the thirtieth (30th) anniversary of the date of recordation of this Declaration, after which time these Covenants shall be automatically extended for successive periods of five (5) years unless an instrument is signed by the Owners of at least seventy-five percent (75%) of all Lots within this Subdivision and recorded in the Records, which contains and sets forth an agreement to abolish these Covenants.

B. **AMENDMENT OR MODIFICATION.** The Covenants, restrictions and other terms contained herein may be altered, amended or modified by written declaration, signed and acknowledged by the Owners of 75% or more of the Lots and recorded in the Records. Notwithstanding the above, no alteration or modification of the Covenants or the provisions of this Declaration may be made prior to expiration of the Development Period without the express written consent of the Developer. Notwithstanding any provisions hereof to the contrary, the Developer may at its sole discretion and without notice or consent being required of anyone: (i) modify, amend, or repeal any one or more of these Covenants or the provisions of this Declaration at any time prior to the expiration of the Development Period, provided said amendment, modification or repeal is in writing and properly recorded in the Records; and/or (ii) amend these Covenants or the provisions of this Declaration to cause these covenants and restrictions to be in compliance with any and all applicable laws, rules and regulations (including without limitation any and all applicable laws, rules and regulations of the Federal Housing Administration and/or the Veterans Administration).

#### SECTION IX MISCELLANEOUS PROVISIONS

A. **WAIVER.** Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and no waiver of a breach of any of the covenants, conditions, restrictions and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

B. **PROVISIONS SEVERABLE.** It is expressly agreed and understood that if any covenant, condition or restriction contained herein, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction and the same shall be construed as if such invalid provision or provisions had never been contained herein.

C. **CONSTRUCTION.** The captions, headings and arrangements used herein are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the singular form of pronouns shall be construed to include the plural, and the plural the singular where the number of the parties and the context indicates that intent. Likewise, the use of the masculine gender shall include the feminine.

SECTION X  
GOVERNING LAW

This Declaration and the Covenants, terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Arkansas in the same manner as any other similar instruments or agreements that are made and to be performed wholly within such jurisdiction, without regard to the conflicts of laws provisions thereof. The courts of the State of Arkansas for Benton County and the federal courts for the Western District of Arkansas shall have jurisdiction over any and all disputes which arise between the parties under this Agreement, whether in law or in equity, and each of the parties hereto, and the Owners and Residents of the Subdivision shall submit and hereby consents to such courts' exercise of jurisdiction.

DEVELOPER:

GC LAND DEVELOPMENT LLC  
an Arkansas limited liability company

By: [Signature]  
Name: Greg Henry  
Title: Owner/Member

CORPORATE ACKNOWLEDGMENT

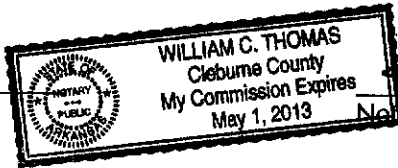
STATE OF ARKANSAS )  
 ) ss.  
COUNTY OF BENTON )

BE IT REMEMBERED that on this day came before me, the undersigned, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, the within named GREG HENRY being the person authorized by said limited liability company to execute such instrument, stating his capacity in that behalf, to me personally known, who stated that he was the OWNER/MEMBER of GC Land Development LLC, an Arkansas limited liability company, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said 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 24TH day of FEBRUARY, 2006.

My Commission Expires:

5/1/2013



[Signature]  
Notary Public

**EXHIBIT "A"**  
**TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR ARBOR GLENN**

**BOUNDARY DESCRIPTION**

*Part of the East-half of the Southeast Quarter of Section 16, Township 19 North of the Baseline, Range 30 West of the Fifth Principal Meridian, Rogers, Benton County, Arkansas. Being a compilation of the parcels described in Deeds 527-79, 636-650, 527-79, and 2004-53888 and more particularly described as follows:*

*Commencing at the Southeast Corner of said Section 16, Township 19 North, Range 30 West; Thence North 2°40'40" East, 795.52 feet; Thence North 88°25'29" West, 25.00 feet to the Point of Beginning, said point being marked with a set ½" rebar stamped PLS 1369; Thence continuing North 88°25'29" West, 209.00 feet to a set ½" rebar stamped PLS 1369; Thence South 02°40'31" West, 114.49 feet to a set ½" rebar stamped PLS 1369; Thence North 60°49'27" West, 177.97 feet to a set ½" rebar stamped PLS 1369; Thence North 74°03'29" West, 168.20 feet to a set ½" rebar stamped PLS 1369; Thence South 87°56'38" West, 236.57 feet to a found ½" rebar; Thence North 03°23'52" East, 621.32 feet to a set ½" rebar stamped PLS 1369; Thence South 87°19'29" East, 759.90 feet to a set ½" rebar stamped PLS 1369; Thence South 2°40'40" West, 601.26 feet to the Point of Beginning, containing 477,796 square feet, or 10.96 acres, more or less and being subject to any easements, covenants, restrictions, or rights-of-way of record or fact.*

2006 10447

Recorded in the Above

Deed Book & Page

02-24-2006 04:22:47 PM

Brenda DeShields-Circuit Clerk

Benton County, AR

I certify this instrument was filed on

02-24-2006 04:22:47 PM

and recorded in Deed Book

2006 at pages 10432 - 10447

Brenda DeShields-Circuit Clerk