

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Eagle Crest Properties Limited Partnership herein called Owner, has caused certain lands owned by it to be platted into an addition known as "Eagle Crest, Lots 152 thru 192 an Addition to the City of Alma, Crawford County, Arkansas and the plat thereof appears of record in the office of the Recorder of Crawford County, Arkansas, in Plat 2000-10 (herein the "Development") and,

WHEREAS, Owner desires to provide for the use of the Development for the highest of residential uses and to restrict its uses as such, and

WHEREAS, an affiliate of Owner, Eagle Crest Golf Course Limited Partnership, is constructing and will conduct the operations of, a golf course (the "Golf Course") on property it owns that adjoins the development, which Golf Course Owner desires to have protected from types of activities that might otherwise be expected to occur as a result of the Development;

NOW THEREFORE, Owner hereby adopts the covenants stated herein and agrees that the stated covenants shall apply to all of the property now platted as the Development, as covenants running with the land:

1. SCOPE OF APPLICATION

These covenants shall apply in their entirety to the area now known and described as Eagle Crest Lots 152-192, an Addition to the City of Alma, Crawford County, Arkansas, as shown on the recorded plat thereof.

2. LAND USE AND BUILDING TYPES

No lot in the Development shall be used for any other purpose than single-family residential as that term is defined in the Municipal Zoning Ordinance. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories and twenty (20) feet in height at the eave, and each such dwelling shall have a private garage or carport for the storage of not less than two automobiles. No business or commercial use shall be carried on or permitted in any structure or in any portion of this Development in keeping with the general plan to develop this property for the highest class of residential occupancy. Cabana structures may be built and maintained within the building area on any lot in the Development when used in connection with a swimming pool. The interior area of a detached cabana will not be included in the determination of the minimum dwelling sizes. Carports or garages shall have a minimum of 400 square feet with minimum outside dimensions of 20 by 20 feet.

3. DWELLING SIZE AND QUALITY

- a. Size, design, location and site development of dwellings and permitted accessory buildings in this Development shall be subject to the prior approval of an Architectural Control Committee hereinafter designated. The Architectural Control Committee (hereafter "the Committee") shall not approve plans for construction of residences on the following lots that have less than the indicated number of square feet of heated and livable floor space, measured by the outside wall dimensions: (provided, however, that the Committee may approve plans that have up to 5% less

than the minimum square feet required if the proposed plans otherwise meet the Committee's requirements and the Committee determines such variance will not adversely affect the Development):

<u>Lot Numbers</u>	<u>Minimum Square Feet</u>
152-154, 162-170, and 192	2,250
158, 160, 161, 171, and 191	2,500
155-157, 159, and 172-190	2,750

All dwellings places upon the premises shall be of new construction and shall be of the highest class workmanship and best quality materials. Approval of plans for construction of principle residences and permitted fencing and/or accessory buildings shall not be unreasonably withheld by the Committee based upon the style of design of the exterior of such proposed principal residences.

- b. No manufactured housing, trailer, mobile home, tent, shack, or barn shall be erected on any lot in this Development, temporary or permanently, except for temporary use by construction contractors only. Tents used for recreational purposes of short duration shall not be considered as excluded by this provision.

4. ARCHITECTURAL CONTROL

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

5. THE ARCHITECTURAL CONTROL COMMITTEE

- a. The Architectural Control Committee (the "Committee") shall, for a period of three years following the recording of these restrictive covenants, consist of three members, who will be appointed, and may be removed on thirty (30) days notice by the Owner. At the expiration of said three year period, two of the members shall be appointed by the Owner and the thirist member shall be elected by vote of a majority of the owners of lots in (i) the Development; and (ii) other phases of residential development of the property adjoining the Development owned and being developed by Owner for residential use in the area known as Eagle Crest (excluding the Owner). Each committee member shall serve a term of two years. In the event of the death, resignation or removal of a member, the remaining Committee members shall designate a replacement unless such death, resignation or removal occurs after a member begins to be

elected by the property owners and the resigning, deceased or removed member is not that elected Committee member, in which case such resigning, deceased or removed Committee member shall be replaced by appointment by the Owner. For the purpose of voting on the Committee members, each lot owner shall have one vote for each lot owned and the Committee shall be established by the Owner's appointees and the one nominee who receives the greatest number of votes.

- b. Any property owner in the Development seeking to obtain the required approval or any plans for construction, modification or alteration of improvements on his, her or its property shall submit the same in two (2) copies to any member of the Committee. Included with such plans shall be such lot owner's designation of the contractor selected to accomplish such construction, modification or alteration of improvements. A written receipt from any member of the Committee shall be prima facie evidence of the delivery of such plans and the date thereof. If, within thirty (30) days from the date of delivery of such plans to a member of it, the Committee has not stated to the owner deficiencies in the proposal for such construction or alteration of improvements, the owner may proceed with such construction or alterations as though affirmative approval had been received from the Committee. Notice shall be given to the owner at the address for the owner indicated in the city telephone director or as otherwise indicated by the owner, in writing, to the Committee by certified mail with return receipt requested. If deficiencies are noted and called to the owner's attention in the proposed plans within the thirty (30) day period following delivery thereof to a member of the Committee by the owner, the owner shall not proceed with any such construction or alteration until such deficiencies have been corrected to the satisfaction of the Committee. The Committee shall have full power to enforce the provisions and restrictions herein by an action for an injunction as fully as though they were the owners of the property in the Development and whether or not they are actually owners of property in the Development. The Committee may allow exceptions to any rule when in the opinion of the Committee circumstances justify such exception.

6. GENERAL RESTRICTIONS

- a. No noxious or offensive activity and no commercial activities of any kind shall be carried on upon any lot in this Development, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- b. Christmas lighting or any other lighting shall be limited to such that is in good taste and with respect to Christmas lighting shall be limited so that no more than 3,000 individual lights of any kind shall be placed on or adjoining any dwelling and its lot combined. Christmas lighting shall not be placed on any dwelling or lot earlier than November 15 of each year, and must be removed no later than the following January 15. Any and all lighting, including temporary Christmas lighting, shall be subject to review by the Architectural Control Committee, and may be removed or ordered removed if deemed inappropriate for this Development by the Committee. If the Committee orders its removal, the lot owner shall have three (3) days from receipt of such notice to remove such lighting. Absent such removal, the Committee may

remove or have removed such lighting, and the lot owner hereby grant to the Committee or its designee permission to come onto the premises to effect such removal, waiving any and all actions that such lot owner might otherwise be entitled to bring against such Committee, the Owner, or either's designee.

- c. No signs, billboards, posters or advertising devices shall be permitted upon any of the lots in this Development except that the owner of each lot may place house numbers and the owner's name upon his or her mail box or dwelling; however, each letter thereof shall be no more than 6 inches in height and 6 inches in width. In addition, the owner of each lot may allow the placement of one sign advertising for sale such property, and if the services of a licensed real estate broker are employed, may allow such broker to appropriately decorate the improved lot for purposes of holding an "open house" for showing such improved property.
- d. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes, and provided further that they are kept inside the residence or in a fenced back yard. No animals shall be permitted to run loose or be on the Golf Course at any time.
- e. No trash, ashes or other refuse may be thrown or dumped on any of the lots in the Development, or on or adjacent to the Golf Course.
- f. No building material of any kind or character shall be placed or stored upon any lot in the Development until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines. If building materials are placed on a lot and construction is not commenced on such lot within thirty days thereafter with the obvious intention to pursue such construction expeditiously to completion, or if construction is commenced and any period of at least fourteen days passes over which no construction activity occurs, the Committee shall have the right, privilege and option to cause the removal of such building materials from such lot if, after ten days' notice in writing, from the Committee to the owner, the owner has failed or neglected to either commence construction activities or remove such building materials, and the Owner shall be entitled to a lien on such lot for the cost of such work.
- g. No privy, cesspool, septic tank field or disposal plant shall be installed or maintained on any lot in the Development, and all residences and permitted accessory buildings shall have the plumbing connected to the city sewer system.

- h. All garages shall be finished inside and shall be fully enclosed with garage doors, unless a waiver is obtained from the Committee. The Committee will expect that all plans for construction of homes feature a garage that opens to either the rear or side of the home (i.e. away from the street). The Committee may allow exceptions to this rule when in the opinion of the Committee the circumstances justify such exception.
- i. All driveways in the Development shall consist of hard surface acceptable to the Committee.
- j. No trucks, mail carts, dune buggies, golf carts, mobile homes, commercial vehicles, travel trailers, campers, boats, motors or trailers shall be kept on the lot or in the street adjacent to any lot except that such items may be stored or parked inside an enclosed garage. No semi tractors or trailers shall be allowed in the Development at any time. No motor home, recreational vehicle or private bus may be parked at any residence for a period exceeding forty-eight (48) hours, unless parked in an enclosed garage.
- k. Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals on each lot by the owner thereof so as to maintain the same in a neat and attractive manner. No debris shall be allowed to accumulate upon any lot. Dead trees, shrubs, vines and plants shall be promptly removed from each lot. The Committee shall have the right, privilege and option to cause any unkept lots to be mowed and to remove dead trees, plants or other vegetation and debris from such lot if, after ten days' notice in writing, from the Committee to the owner, the owner has failed or neglected to do so, and the Owner shall be entitled to a lien on such lot for the cost of such work.
- l. No lot owner shall allow the generation of offensive noise from his or her property, which will be deemed to have occurred if measureable sound of greater than 110 decibels within ten (10) feet of the boundary line of such property owner's lot line is generated.
- m. No lot owner shall install or allow to be maintained any television or radio antenna or signal receiving equipment outside of the structure so that such is visible from the street or Golf Course, other than a satellite "dish" receiver with a diameter less than thirty-six inches.
- n. No lot owner shall install or allow to be maintained either a storage building or an above ground swimming pool.

7. BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line than the minimum building setback lines shown on the recorded plat. Side yards shall be maintained between the side lot lines and the building line of not less than five feet, provided, however, that eaves and cornices of permitted structures may overhang the required side yards no closer than three feet to the side lot line. Porches, steps, chimneys, window boxes and other portions of a permitted structure shall not project beyond the minimum setback line, but, except as herein limited, eaves and cornices may overhang the building setback lines. No building or permitted accessory building will be permitted or constructed nearer than ten feet to the rear property line of any lot. In-ground swimming pools shall not be considered to be a "building" or "permitted accessory building" within the meaning of this section and may be constructed nearer to the rear lot line than the restriction on buildings. Eaves and cornices of permitted structures may overhang the rear yard setbacks no more than three feet.

8. DIVISION OF LOTS

A "lot" as that word is used herein shall consist of a numbered lot as shown on the plat of the Development, together with any portion or portions of an adjacent lot or lots comprising a single building site. No lot shown on the plat may be subdivided into more than one lot.

9. FENCING AND ORNAMENTAL STRUCTURES

No fences shall be erected on any portion of a lot between the line drawn across the front foundation or building line of the principal dwelling intersecting the side lot lines and the front lot line. No fences composed principally of wire or metal (other than as specifically contemplated herein) shall be constructed on any portion of any lot. It is the intention of this covenant to require permitted fencing to be of a decorative nature and not solely utilitarian. Retaining walls, ornamental fences of less than 3 feet in height, and composed brick, wood or natural stone construction may be permitted on a lot in the front portion as herein described on the front lot line. However, no other structure exceeding three feet (3') in height shall be placed or permitted on the portion of any lot lying nearest to the abutting street and in front of a line extended across the front foundation line of the principal dwelling. Only a fence between three feet (3') up to a maximum of six feet (6') in height, with fence posts eight feet (8') apart, will be allowed in any back yard. As to lots anywhere in the Development, such privacy fence(s) as are reasonably necessary to block the view to swimming pools shall be allowed provided that previous approval shall have been obtained from the Committee.

10. DEFINITION OF "PRINCIPAL DWELLING"

The term "principal dwelling," "resident" or "principal residence" as used in these restrictive covenants shall refer to a residence meeting the requirements hereof and approved by the Committee for construction in the Development.

11. EASEMENTS

No recorded easement shall be used by any company or person, other than the owner of the affected lot or lots, for any purpose other than those designated on the plat of the Development. Each lot owner, upon the installation of utility services to such owner's house, shall be deemed to have granted to such utility a definite, permanent, effective, and exclusive right of way easement on said lot, covering a five foot strip extending 2.5 feet on each side of such service line, extending from the service pedestal or transformer to the service entrance of said house. The utility company, through its proper agents and employees, shall at all times, have right of access to all such easement ways shown on said plat, or provided for in these covenants, for the purpose of installing, maintaining removing, or replacing any portion of said underground utility services so installed by it or its predecessor. The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade of any construction activity which may interfere with said utility facilities. Repairs of cost of relocation required by a violation of this covenant shall be performed or paid for by the owner of the lot. In connection with gas meters and gas lines to the structures to be built upon the lots covered by these restrictions, all yard lines will be plastic pipe of size and material approved by the gas company. An approved tracer wire will be installed in the trench with the plastic pipe and attached to the meter rise per the gas company's specifications. Meter set assemblies will be installed by a plumber and shall be installed within five feet of the front corner of the structure. No yard line will be installed under concrete or asphalt unless installed in a casing approved by the gas company. The casing will have to be sealed with jute or similar materials and properly vented at one end, at least six inches above the ground. The yard line and inlet meter riser will be tests at not less than 90 PSIG air or nitrogen for 24 hours, approval and acceptance of same to be by the gas company personnel. Further, in connection with the gas line, the meter setting shall not be isolated from the front property line by a fence requiring entrance by a gate. Shrubbery will be limited so as not to interfere with the meter reading and normal maintenance of said meter.

12. PERSONS BOUND BY THESE COVENANTS

All persons or corporations who now own or shall hereafter acquire any of the lots in this Development shall be deemed to have agreed and covenanted with the owners of all other lots in this Development and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of 25 years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of 10 years unless prior to the end of the original term or any successive term of the application hereof a majority of the then owners of lots in the Development agree to the

amendment or removal of these covenants in whole or in part. These covenants may be amended at any time by the owners of 80% of the lots in the Development. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Recorder of Crawford County, Arkansas, certified by an office of the general partner of the Owner to have been duly approved by the requisite number of owners.

13. RIGHT TO ENFORCE

The covenants, agreements, and restrictions herein set forth shall run with the title to the lots in this Development and bind the present owners, their heirs, successors and assigns, future owners and their heirs, successors and assigns; and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the Development, their heirs, successors and assigns, and with the Owner, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the Development. Any owner or owners of lots in this Development, or Owner, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in now way affect any of the other provisions hereof which will remain in full force and effect.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this 15th day of May, 2000.

Eagle Crest Properties Limited Partnership