AMENDED BILL OF ASSURANCE

SAINT JOSEPH'S GLEN SUBDIVISION

PART A. PURPOSE: Whereas the purpose of the Property Owners Association is to maintain and improve the Saint Joseph's Glen Subdivision of the City of Alexander, for the benefit of all present and future homeowners of the Subdivision.

PART B. AREA OF APPLICATION:

B-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to the entire Subdivision.

PART C. RESIDENTIAL AREA COVENANTS:

C-1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No business of any nature or kind shall at any time be conducted in any building located on any of the detached, single-family dwelling not to exceed two stories in height, excluding basement area. No lot can be subdivided for any purpose without the prior approval from the City of Alexander Planning Board and the consent of 51% of the voting members of the Property Owner's Association.

C-2 ARCHITECTURAL CONTROL. No dwelling or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, including landscaping, have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, and intended objectives of the design in the structure and subdivision aesthetics. No fence or wall shall be erected, placed or altered on any lot nearer than the setbacks as shown on the plat. The term structure is defined to include any and all types of fences, artisan, decks, basketball goals, swimming pools, television satellite dishes, which in no event shall be placed in front dwellings. Each property owner requesting approval shall provide a complete set of house plans and completed material and specifications list. Approval shall be provided in Part D.

C-3 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot unless the dwelling has at least 1,200 square feet, it being the intention and purpose of the covenants to assure that all dwellings shall be of quality of workmanship and material substantially the same or better than that for the minimum permitted dwelling size. Any dwelling will have a minimum of 1,200 square feet, exclusive of basements, porches, garages, patio and overhangs. Each dwelling shall have a minimum of a two-car garage. No open carports are allowed. No manufactured homes are allowed, site-built homes only.

C-4 BUILDING LOCATIONS. No building shall be located on any lot, nearer to the side street, than the minimum building set back lines as shown on the recorded plat. For the purposes of this covenant, eaves and steps shall not be considered as part of the building. No lot shall be subdivided and no more than one dwelling shall be permitted on any one lot.

C-5 BUILDING REQUIREMENTS. All buildings shall have roof pitch of no less than 5/12. Each dwelling shall have a two-car enclosed garage. No chain-link fences shall be allowed. All fences shall be of a wood type approved by the Architectural Control Committee.

C-6 SIDEWALKS. It shall be the responsibility of all the owners of lots to construct a four-foot-wide sidewalk along all street frontage. Architectural control may waive or modify this requirement as necessary to comply with the overall development plan of the neighborhood.

C-7 EASEMENTS. Easements for installations and maintenance of utilities and drainage facilities, and construction, repair and maintenance of adequate walls, roofs and cave are reserved as shown on recorded plat.

C-8 NUISANCES. No noxious or offensive trade or activities shall be carried on, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

C-9 TEMPORARY STRUCTURES. No structure of a temporary character, basement, tent, shack, garage, barn, or other out building shall be used on any tract at any time as a residence either temporarily or permanently; except that the developer may have a temporary construction and/or sale office.

C-10 OUT BUILDINGS. One outbuilding for storage shall be permitted if approved by the Architectural Control committee and shall conform to the same architectural design and construction of the dwelling. Above ground swimming pools are prohibited.

C-11 SIGNS. Homeowners will be allowed to display professional signs related to the following: Yard sales, upcoming POA meetings, charity events, business signs related to roofing and construction services, local civic events, city business related signs such as council meetings, and political signs. Signs will take up no more than 5% of the overall por5on that would be considered the “front” yard area of the lot. Signs can remain up for no longer than 1 month, with the exception of a for sale sign.

C-12 OWNER RESPONSIBILITY. Any property owner shall ensure that any contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance.

C-13 RENTERS. Renter will be used to note anyone who is paying rental or leasing fees to a homeowner in St. Joseph’s Glen for the purpose of occupying that home. Within 14 days of the rental/lease being signed or agreed upon, the homeowner will provide the POA with renter’s information. Homeowners are responsible for providing renters with a copy of the Bills of Assurance. Renters are required to follow all rules listed in the Bills and Assurance. Any known violations will be reported to the homeowner immediately by the POA. Failure to bring the renter up to compliance with POA regula5on/Bills of Assurance may result in fines for the homeowner to be collected by the POA and/or reports to the city Code Enforcement Office. Refer to fines in section F:2 in the Bills of Assurance.

C-14 CONTRACTOR RESPONSIBILITY. No contractor shall damage in any way the utilities or streets in any manner.

C-15 OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shams be permitted upon or in any lot. No derrick or structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-16 LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any tract, except that dogs or cats may be kept, on any lot in an approved fence area, provided that facilities for maintenance of same approved by the Architectural Control Committee and that the keeping of same does not constitute a nuisance. Hunting dog pens are prohibited, including chain link fences and portable pens.

C-17 GARBAGE AND REFUSE DISPOSAL. No lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. There shall be no burning of trash, rubbish, leaves, or yard waste.

C-18 SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any lot corner which the triangular area formed by street property lines and the line connecting them at points 15 feet from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within 10 feet from the permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-19 LOT, YARD AND HOME MAINTENANCE. All property owners, after acquisition of any lot, shall keep all grounds and yards mowed, trimmed and clean. All houses shall be painted and stained. No deviation from the original plans shall be permitted without approval of the Architectural Control Committee. No children’s play equipment, grills, and unkempt materials are allowed in view of the public for an extended amount of time.

C-20 COMMENCEMENT OF CONSTRUCTION. A property owner must start construction of an approved dwelling within a period of one (1) year from the date of the purchase. The developer reserves the option to repurchase any lot for the amount of the original purchase price if construction is not commenced within such

period of time. This option shall be exercised in writing within a period of thirty (30) days after the one (1) year period.

C-21. COMPLETION OF CONSTRUCTION. Any dwelling must be completed in its entirety within a period of one year from the date such construction is commenced.

C-22 MOTOR VEHICLE PARKING. Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot or within the dedicated street. Boats, recreational vehicles and trailers cannot be parked at the front or side of any dwelling or in the dedicated street and must be parked in back of the dwelling. Owners or permanent residents are prohibited from parking on their front lawns. Vehicles should be parked as closely to the curb as possible and will not obstruct roadways. There shall be no non-functioning and/or commercial vehicles kept on the lot or in view of the public. There shall be no repair work done outside of the garage.

C-23 MINIMUM FLOOR LEVEL ELEVATIONS. The Architectural Control Committee reserves the right to prescribe the minimum floor elevations for lots.

C-24 VEHICLE WEIGHT AND AXLE RESTRICTIONS.

C-24:1 PURPOSE. The purpose of this covenant is to protect the subdivision's streets and roadways from excessive wear, deterioration, and damage caused by heavy vehicles, and to preserve the safety, appearance, and infrastructure of Saint Joseph’s Glen Subdivision.

C-24:2 VEHICLE RESTRICTIONS. No vehicle having more than two (2) axles or an actual operating weight exceeding six (6) tons (12,000 pounds) shall be permitted to enter or operate upon the streets and roadways within Saint Joseph’s Glen Subdivision, except as expressly provided in C-24:3.

For purposes of this covenant, "actual operating weight" shall mean the total weight of the vehicle at the time of entry or operation within the subdivision, including the vehicle itself, passengers, cargo, equipment, fuel, and any attached trailer or load. The manufacturer's Gross Vehicle Weight Rating (GVWR) shall not be used to determine compliance with the weight restriction.

This restriction shall apply to all vehicles, including commercial vehicles, large garbage collection trucks, service vehicles, and other heavy-duty vehicles exceeding either the axle limitation or the actual operating weight limitation.

C-24:3 EXCEPTIONS. The following vehicles shall be exempt from the restrictions established in C-24:2:

(a) One-time delivery vehicles entering the subdivision for the purpose of making a special delivery to a resident.

(b) Moving trucks used by homeowners or tenants for the purpose of moving into or out of a residence within the subdivision.

(c) Emergency response vehicles, including fire trucks, ambulances, law enforcement vehicles, and other emergency service vehicles performing official duties.

(d) Government vehicles entering the subdivision for the performance of official duties.

These exceptions shall apply only for the period reasonably necessary to complete the authorized delivery, relocation, emergency response, or official duty.

C-24:4 PROPERTY OWNER AND RESIDENT RESPONSIBILITIES. Property owners and residents shall be responsible for informing contractors, vendors, delivery services, and other service providers of the vehicle restrictions established herein whenever reasonably possible.

The Property Owners Association shall provide initial notification of these restrictions to garbage and refuse collection service providers operating within the subdivision.

Property owners shall make reasonable efforts to ensure that vehicles entering the subdivision in connection with services performed on their property comply with these restrictions.

C-24:5 COMPLIANCE AND ENFORCEMENT. Vehicles operating in violation of this covenant may be subject to enforcement measures available to the Property Owners Association under the Bill of Assurance and applicable law.

Violations attributable to a property owner or resident may be addressed in accordance with the enforcement provisions established in PART F, Section F-2, including applicable notice, fines, and appeal procedures.

C-24:6 EFFECTIVE DATE. This amendment shall become effective upon its lawful adoption and recording, as required by the Bill of Assurance and applicable Arkansas law.

PART D. ARCHITECTURAL CONTROL COMMITTEE:

D-1 MEMBERSHIP. The POA executive board may serve as the Architectural Control Committee, until such time as a specific Committee is required. Should a specific Committee be required for any architectural project or concerns, the POA executive board will appoint a committee of at least three (3) homeowners. At the time of appointment, it will be decided as to whether the Committee is to be standing.

D-2 PROCEDURE. The Committee approval or disapproval as required in the covenants shall be in writing and in the form hereto attached marked Exhibit “A” which, when executed, must be recorded. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in the event no suit to enjoin the construction or compliance with these covenants has been commenced within 180 days after the completion thereof will not be required and the related covenants shall be deemed to have been fully complied with. The Committee will with Buyer’s permission and at the expense of the Buyer refer Buyer’s plan to an architect for revisions and changes to comply with the Bill of Assurance.

PART E. PROPERTY OWNERS ASSOCIATIONS:

E-1 OWNERS EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title of every tract. Subject to the following provisions:

(a) The right of the Associations to charge reasonable fees for maintenance of the common area;

(b) The right of the Association to dedicate or transfer all or any of the road area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfers signed by 2/3 of each class of members has been recorded and through the approval of the public agency.

E-2 MEMBERSHIP AND VOTING RIGHTS.

SECTION 1. Every owner of a tract which is subject of assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment.

SECTION 2: The Association shall have two classes of voting membership:

CLASS A: Class A member shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each tract owned, which may be voted at such times as all tracts are sold by the Declarant. When more than one person holds an interest in any tract, all such persons shall be members. The vote for such tract be exercised as they determine, but in no event shall more than one vote be cast with respect to any Tract.

CLASS B: The class B member(s) shall be the Declarant and shall be entitled to ten votes per tract owned. The Class B membership shall cease on the happening of the following events.

(a) When all tracts are sold by Declarant.

E-3. COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS AND/OR CHARGES: The Declarant, for each tract owned within the properties, hereby covenants, and each owner of any tract by acceptance and agree to pay to the Association annual assessment and/or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, cost and reasonable attorneys' fee shall be a charge on the land 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' fee, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2: PURPOSE OF ASSESSMENT: The assessments levied by the Association shall be used as follows:

a) For the maintenance and upkeep of all common areas

b) For any other purpose deemed in the best interest of this property owners by the Association.

SECTION 3. ANNUAL ASSESSMENT: Commencing of January 1, 2005, the property owner's Association will assume total responsibility of operation and maintenance of amenities and common areas and assess each property owner an assessment of $60.00 per lot effective January 1, 2004, and annually thereafter. The fee may be adjusted after January 1, 2005. The sole intent and purpose of these fees are for the operation, maintenance, and improvements of the private road and other amenities in a manner determined by the Association's membership.

SECTION 4. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of member or proxies entitled is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the preceding meeting shall be one- half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Only the owners subject to assessments for a particular road shall have the right to vote on the assessment. Each tract as conveyed by Declarant shall have one vote.

SECTION 5 UNIFORM RATE OF ASSESSMENTS: Both annual and special assessments must be fixed at a uniform rate and may be collected on a semi-annual or annual basis.

SECTION 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: Due Dates: The annual assessments provided for herein shall commence as to all tract sold by Declarant on the first day of January 2005. The members shall fix the amount of the annual assessment against each tract thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. 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 tract have been paid. A properly executed certificate of the Association as to the status of assessments is binding upon the Association as of the date of its issuance.

SECTION 7. EFFECT OF NONPAYMENT OF ASSESSMENTS: Remedies of the Association: Any assessments not paid within thirty days (30) days after the due date shall bear interest from the due date at the rate of ten percent per annum. The Association may bring an action at law against the owner or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of the property.

SECTION 8. SUBORDINATION OF THE LIEN OF MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer or any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereon.

SECTION 9. SPECIAL ASSESSMENT OF CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the members may levy, in any assessment years, a special assessment applicable to the year

only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvement upon the Road area, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of each class of member who are voting in person or by proxy at a meeting duly called for the purpose only those members accessed by a particular road may vote on matters pertaining to such road.

PART F. GENERAL PROVISIONS:

F-1 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded after which time, said covenants shall be automatically extended for successive period of ten years, subject the express provision that these covenants may be amended at any time after the date of execution hereby by an instrument signed by the members of the Architectural Control Committee and the owner or owners of a majority of the lots herein platted.

F-2:1 IMPOSING A FINE OR FINES. Upon referral of a complaint or if in the opinion of the Board of Directors of the POA, any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Board may issue a warning and/or impose a fine not to exceed $100 per violation. Any fine levied may be based on each day of the continuing violation and may total up to $1,000.00.

F-2:2 PROPOSED PENALTIES REGARDING A VIOLATION AND/OR CONTINUING VIOLATION. The proposed violation penalties are:

a) First offense, $50.00 fine

b) Second offense within a one-year period, $100.00 fine
The proposed continuing violation penalties are:

a) First offense, $50.00 fine each day until the violation is corrected, such fine not to exceed $1,000.00 in the aggregate

b) Second offense, $100.00 fine each day until the violation is corrected, such fine not to exceed $1,000.00 in the aggregate

F-2:3 APPEALS PROCESS FOR FINES. Any homeowner who receives a fine issued by the POA Board shall have the right to appeal the fine within fifteen [15] days of the notice of violation. The homeowner must submit a written request for an appeal to the Board of Directors of the POA. The request must include the homeowner's name, address, details of the fine being contested, and any supporting documentation or explanation. Upon receipt of a valid appeal request, the Board shall schedule a hearing to be held within thirty [30] days. The homeowner shall be notified in writing of the hearing date, time, and location at least seven [7] days in advance. If the Board fails to schedule or hold a hearing and notify the homeowner of its decision within thirty [30] days of receiving the appeal request, the fine shall be automatically dismissed with no further action required by the homeowner. The appeal shall be heard by:

a) A quorum of the Board, or

b) A designated Appeals Committee (if one is established), composed of at least three [3] impartial members not directly involved in the issuance of the fine. The homeowner shall have the opportunity to present evidence, testimony, and witnesses. The Board or Committee may also present evidence supporting the fine. The hearing may be recorded or documented in meeting minutes. The Board or Appeals Committee shall issue a written decision within seven [7] days of the hearing. The decision may uphold, reduce, or rescind the fine. The decision shall be final. Collection of the fine shall be stayed until the appeals process is concluded. IF COST ARE NOT PAID, E-3 SECTION 1 REMEDIES WILL APPLY

F-3 SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.