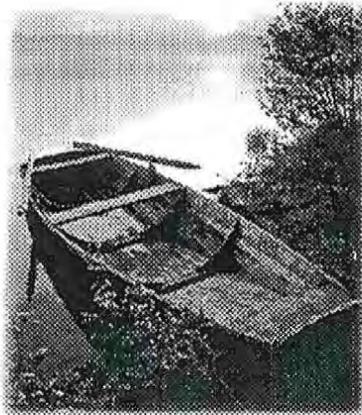


OWNER'S MANUAL

Regulations, Review Process,
and Required Forms
For Building in Brodie Creek

PHASE ONE
September, 1996



BRODIE CREEK

.....
A PLACE TO CALL HOME

WILSON DEVELOPMENT, LLC
221.1180

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BRODIE CREEK
ARCHITECTURAL CODE

ALLOWABLE MATERIALS AND USES

BUILDING ELEMENT	MATERIALS	SIZE, PITCH OR PROPORTION	APPLICATION
WALLS			
MAIN BLDG WALLS	APPROVED BRICK OR PAINTED BRICK	MODULAR ONLY	BRICK IN RUNNING OR FLEMISH BOND WITH TOOLED JOINTS USING NATURAL COLOR MORTAR
	STONE	FLAT FACE FIELDSTONE, OUACHITA SANDSTONE, HACKETT STONE	STONE TO BE LAID WITH FLUSH NATURAL COLOR MORTAR JOINTS AND BE SIMILAR IN COLOR, SIZE AND APPEARANCE OF STONEMARK AT BRODIE ENTRANCE AND DEERBERRY PAVILION ARCHITECTURAL PRECAST OR CAST STONE LINTELS AND OTHER DETAILS ARE TO BE LIMITED AND AS APPROVED
	STUCCO (OR EIFS)		SMOOTH SAND OR SLIGHT TEXTURE FINISH
	SIDING - WOOD, HARDBOARD, WOLVERINE PREMIUM VINYL, OR EQUAL		BOARD TRIM AT CORNERS AND AROUND OPENINGS TO BE INSET WITH SIDING AND NOT APPLIED OVER TOP OF SIDING
	CLAPBOARD GERMAN OR DROP SIDING BOARD AND BATTEN	3 1/2" TO 6" EXPOSED 8" EXPOSURE MAX MAX OF 10" & 2" ALT	
FOUNDATION WALLS	BRICK, STONE, STUCCO-LIKE FINISH, CAST STONE, OR SPLIT-FACED CONCRETE BLOCK IN APPROVED COLOR	FINISH FLOOR TO BE MINIMUM OF 30" (OR AVERAGE ON SLOPE) ABOVE FINISH GRADE AT BUILD TO LINE (BTL) OR AT PORCH	STONEMARK TO BE SAME AS FOR MAIN BLDG WALLS. CAST STONE CAPS ARE ENCOURAGED AT FOUNDATION WALLS
CHIMNEYS	BRICK, STONE OR STUCCO (OR EIFS)		STONEMARK TO BE SAME AS FOR MAIN BLDG WALLS. CAST STONE DETAILS MAY BE USED
WINDOWS	WINDOWS IN ALL LOCATIONS TO BE WOOD OR VINYL CLAD. DOUBLE HUNG, SINGLE HUNG OR CASEMENT WITH CLEAR GLAZING		
IN BLDG WALLS		WINDOWS TO BE EITHER SQUARE OR VERTICAL PROPORTION. VERTICAL PROPORTION TO BE 1 UNIT WIDE X 2 UNITS HIGH	VINYL OR METAL WINDOWS MAY BE USED IF DIMENSION OF ALL MEMBERS IS EQUAL TO OR GREATER THAN THOSE OF WOOD WINDOWS. CIRCULAR AND HEXAGONAL WINDOWS MAY BE USED IN GABLES OR OTHER SPECIAL LOCATIONS AS DETERMINED BY TOWN ARCHITECT.
TRANSOM		12" MINIMUM OF EXPOSED GLAZING IN HEIGHT REQUIRED WITH DIVIDERS	SHAPES OTHER THAN SQUARE TOP TO BE CONSISTENT WITH STYLE OF HOUSE AND APPROVED BY TOWN ARCHITECT
WINDOW ACCESSORIES		SHUTTERS MUST BE SIZED TO MATCH OPENING	CANYAS AWNINGS ARE PERMITTED, EXCEPT FOR THOSE WITH CIRCULAR GEOMETRIES
BAY WINDOWS		WINDOWS TO BE VERTICAL PROPORTION AND EXTEND TO 12" ABOVE FLOOR. MAXIMUM TRANSOMS ARE ENCOURAGED	BAY WINDOW ENCLOSURES SHALL EXTEND TO FLOOR LINE, MINIMUM, OR TO FINISH GRADE
DOORS	WOOD FOR NATURAL FINISH, PAINTED FINISH FOR ALL OTHER MATERIALS	7' HIGH DOORS ARE ENCOURAGED FOR FRONT. 6' 8" DOORS MUST HAVE GLASS TRANSOM TO MEET TRANSOM STANDARDS	PRIMARY FACADE AND THEREFORE ENTRANCE DOOR TO BE DETERMINED WITH THE TOWN ARCHITECT ON CORNER LOTS. SLIDING DOORS ARE PERMITTED ON SECONDARY FACADES ONLY
GARAGE DOORS	PAINTED WOOD OR METAL	9' WIDE MAXIMUM	DOORS ON GARAGES ACCESSED FROM THE STREET SHALL NOT EXCEED 9' IN WIDTH. ALLEY LOADED GARAGES MAY HAVE WIDER DOORS. ALL GARAGES WITH ALLEY ACCESS ARE TO HAVE MOTION ACTIVATED LIGHT FIXTURE NEAR GARAGE DOOR
ROOFS	ALL ROOFS MAY BE CLAD WITH CLAY OR CONC. TILE, REAL OR SIMULATED SLATE, STANDING SEAM METAL, SPECIAL "V CRIMP" METAL, WOOD OR FIBERGLASS SHINGLES		ALL NATURAL FINISH METALS, GALVANIZED AND PAINTED METALS ARE ALLOWED. DIAMONDCREST III HEXAGONAL FIBERGLASS SHINGLES ARE ENCOURAGED
PRINCIPAL BLDG ROOF		GABLE ROOF TO BE MINIMUM OF 8/12 PITCH. HIP ROOFS TO BE MINIMUM OF 6/12 SLOPE	PRINCIPAL BUILDING ROOFS SHALL BE SYMMETRICAL GABLES OR HIP, OR A COMBINATION
PORCH ROOFS	PORCH ROOFS MAY BE STANDING SEAM METAL IN ADDITION TO PRINCIPAL BUILDING ROOF MATERIAL	SHED ROOFS ALLOWED FOR PORCH ROOFS ONLY. PITCH FOR A SHED (MONOPITCH) ROOF TO BE 3/12 MINIMUM. FLAT ROOFS ALLOWED ONLY AS HABITABLE DECKS	
DORMER ROOFS		SYMMETRICAL GABLE, HIP, SHED, VAULT	
ROOF ELEMENTS			
DORMERS	DORMERS MAY BE CLAD WITH SIDING OR STUCCO		DORMERS TO BE 36" MIN. FROM SIDE BLDG WALLS WITH CASEMENT, OR DOUBLE HUNG WINDOWS. PROPORTION TO BE VERTICAL
OVERHANGING EAVES		AN OVERHANGING EAVE IS A PROJECTION OVER 12"	EXPOSED RAFTER TAILS ARE ENCOURAGED AT OVERHANGING EAVES
TIGHT EAVES		A TIGHT EAVE IS A PROJECTION OF APPROXIMATELY 6-12"	TIGHT EAVES ARE TO BE CLOSED AND FINISHED WITH TRIM
GUTTERS	ALL NATURAL FINISH METALS, GALVANIZED AND PAINTED METALS		HALF ROUND AT OVERHANGING EAVES WITH EXPOSED RAFTER TAILS, OGEE AT TIGHT EAVES

BRODIE CREEK
ARCHITECTURAL CODE

ALLOWABLE MATERIALS AND USES

BUILDING ELEMENT	MATERIALS	SIZE, PITCH OR PROPORTION	APPLICATION
PORCHES, ARBORS, STOOPS		FRONT PORCHES TO BE MINIMUM OF 6' DEEP, AND 8' DEPTH IS ENCOURAGED	OPENINGS BETWEEN COLUMNS, PIERS, OR POSTS TO BE SQUARE OR VERTICAL PROPORTION
PIERS AND ARCH SUPPORTS	BRICK, STONE, CAST STONE OR STUCCO	PIERS TO BE MINIMUM OF 12" SQUARE	A CLEAR SPACE IS REQUIRED OVER ANY ARCHED OPENING OF 14" MIN
COLUMNS, BEAMS, BRACKETS AND OTHER APPARENT STRUCTURAL ELEMENTS	PAINTED WOOD, STONE, OR CAST STONE MATERIALS	ALL ELEMENTS TO HAVE APPARENT SIZE OF STRUCTURAL MEMBERS AT MINIMUM SQUARE OR RECTANGULAR COLUMNS TO HAVE MINIMUM DIMENSION OF 12". DOUBLE COLUMNS OR ARBOR POSTS MAY BE MINIMUM OF 8" SQUARE	PREMANUFACTURED COL'S TO BE TUSCAN OR DORIC IN STYLE AND PROPORTION. ALL BEAMS, BRACKETS, JOISTS OR EXPOSED STRUCTURAL MEMBERS OR BRACKETS ARE TO BE SIMPLE IN DESIGN. NO SCROLLS OR ANY PREFABRICATED DECORATIVE ELEMENTS ARE PERMITTED
RAILINGS	TREATED AND PAINTED WOOD, OR METAL	AS STANDARD, WOOD RAILINGS TO USE 2X2'S FOR BALUSTERS AND DECORATIVE MEMBERS GEOMETRIC DESIGNS, AS WELL AS VERTICAL DESIGNS, TO HAVE 2X2'S SPACED TO ALLOW NO MORE THAN A 4" CLEAR OPENING	BALUSTERS OF STEEL RAILINGS NOT TO EXCEED 4" O.C. ALL RAILINGS ARE TO BE GEOMETRIC IN DESIGN
SCREEN ENCLOSURES	SCREEN TO BE BLACK ALUMINUM APPLIED TO INSIDE OF RAILING		
LATTICE FOR UNDER STRUCTURE	PAINTED AND TREATED WOOD	LATTICE TO BE COMPOSED OF 1X2'S, OR 3/4" THICK PREFABRICATED PANELS	PREFABRICATED SHEETS OF LATTICE WITH MEMBERS LESS THAN 3/4" THICK WILL NOT BE PERMITTED. ALL LATTICE TO BE PAINTED
PORCH FLOORS	WOOD TONGUE AND GROOVE DECKING, TILE, BRICK, COLORED CONCRETE OR STONE		ALL FLOORS OF FRONT OR SIDE PORCHES TO BE COLORED MATERIAL. REAR DECKS CAN BE NATURAL WOOD TO WEATHER WITH PAINTED RAILINGS, STRUCTURE AND LATTICE
CONFIGURATION MULTIPLE MATERIALS IN BLD WALL			TWO MATERIALS MAY ONLY BE COMBINED HORIZONTALLY ON ONE ELEVATION (FOUNDATION AND WALL). VERTICAL CHANGES OF MATERIALS MAY NOT OCCUR ABRUPTLY AT OUTSIDE CORNERS. THE HEAVIER MATERIAL (MASONRY, STUCCO, ETC) MUST TURN CORNER AND CONTINUE FOR A MINIMUM OF 2'
CANTILEVERS			ONLY OPEN PORCHES OR BALCONIES ARE PERMITTED AS CANTILEVERS
SCALE OF STRUCTURES ON LOT			THE PRINCIPAL HOUSE STRUCTURE WILL HAVE THE LARGEST FOOTPRINT AND BE THE TALLEST STRUCTURE ON ANY LOT TYPE
CEILING HEIGHT			FIRST FLOOR CEILING HEIGHT IS TO BE 10' MINIMUM, AND SECOND FLOOR CEILING HEIGHT IS TO BE 9'
WRAP-AROUND PORCHES			WRAP-AROUND PORCHES ARE ENCOURAGED ON CORNER LOTS

**BRODIE CREEK
ARCHITECTURAL CODE**

WALLS, FENCES & LANDSCAPING

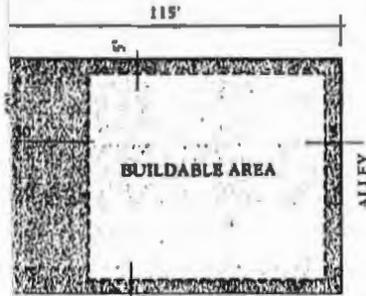
ELEMENT	MATERIALS	SIZE AND PROPORTION	APPLICATION
GARDEN WALLS & FENCES		FENCES AND WALLS AT STREET FRONTS SHALL BE MAXIMUM OF 30" HIGH, EXCEPT AT COURTYARDS ON STREET SIDE, WHICH MAY BE 6' HIGH	
	APPROVED BRICK OR PAINTED BRICK	MODULAR ONLY, MINIMUM OF 8" THICK	BRICK IN RUNNING, FLEMISH OR ENGLISH BOND WITH TOOLED JOINTS USING NATURAL COLOR MORTAR
	STONE	FLAT FACE FIELDSTONE, OUACHITA SANDSTONE, HACKETT STONE, MINIMUM OF 8" THICK	STONE TO BE LAID WITH FLUSH NATURAL COLOR MORTAR JOINTS AND BE SIMILAR IN COLOR, SIZE AND APPEARANCE OF STONWORK AT BRODIE ENTRANCE AND DEERBERRY PAVILION. ARCHITECTURAL PRECAST OR CAST STONE CAPS AND BALL FINIALS ARE ENCOURAGED
	STUCCO	MINIMUM OF 1" THICK	SMOOTH SAND OR SLIGHT TEXTURE FINISH
	WOOD	NO MORE THAN 2" GAPS BETWEEN PICKETS	PRIVACY FENCES (6' HIGH) MAY OCCUR IN THE SIDE AND REAR YARDS THE DESIGN OF THE FENCES MUST BE COMPATIBLE WITH THE ARCHITECTURAL STYLE OF THE HOUSE WHEN THE FENCE IS VISIBLE
	METAL (PAINTED STEEL AND WROUGHT IRON)	METAL PICKETS MAY BE SPACED UP TO 4" APART	
PRIVACY FENCING	WOOD, STONE, BRICK, PLANTING		PRIVACY FENCING, IF USED, SHOULD BE LOCATED IN THE SIDE AND REAR YARDS ONLY AND BE MADE OF VEGETATION, WOOD, BRICK OR STONE FENCING VISIBLE FROM THE STREET SHOULD BE COMPATIBLE WITH THE ARCHITECTURAL STYLE OF THE HOME. DECORATIVE METAL FENCING IS ENCOURAGED AS AN ALTERNATIVE TO PRIVACY FENCING. (SEE STANDARD FENCE DESIGN)
LANDSCAPING			
FRONT YARDS	SOLID SOD - ZOYSIA	MINIMUM OF (8) 5 GALLON SHRUBS AND (1) 8'-10' HIGH ORNAMENTAL TREE	THE FRONT YARD SHOULD BE SIMPLY DESIGNED WITH A GRASS LAWN AND PLANTING BEDS. BLOOMING PLANTS ARE STRONGLY ENCOURAGED. PERENNIALS AND ANNUALS SHOULD BE GROUPED IN MASSES FOR MAXIMUM IMPACT. LANDSCAPING MINIMUMS TO BE COMPLETED WITH 2 MONTHS OF OCCUPANCY.
ELECTRIC TRANSFORMERS	EVERGREEN SHRUBS		(3) EVERGREEN SHRUBS TO SCREEN 1/2 OF UNIT LOCATED ON PROPERTY.
SIDE WALK INSTALLATION			DAMAGE TO SIDEWALKS MUST BE REPAIRED BEFORE OCCUPYING HOME
SIDE YARDS			SHOULD BE TREATED AS PRIVATE, INTIMATELY SCALED, OUTDOOR
REAR YARDS			THE REAR YARD MAY BE A PRIVATE ENCLOSED SPACE. PRIVACY FENCING MAY BE USED, BUT SHOULD INCLUDE PLANTING AT THE BASE ALONG ITS LENGTH

A R C LOT TYPES

O D E PHASE ONE

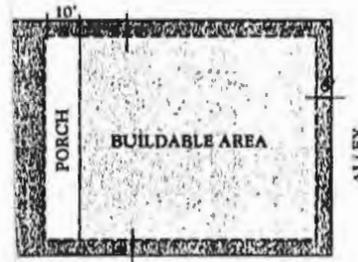
TYPE FOUR Sloping Lot with Alley

BUILDABLE AREA



LOT WIDTH	71 - 98 FT
LOT DEPTH	115 FT
FRONT YARD BUILD-TO-LINE (FTL):	30 FT (May be adjusted on lot by lot basis due to grades.)
REAR YARD	5' Setback
SIDE YARDS	5 FT Setback (except corner lots)
MAXIMUM FOOTPRINT	3500 SF maximum ground floor area excluding garage (attached or detached)

PERMITTED ENCROACHMENTS



ENCROACHMENTS
Porches, stoops, open porches, and bay windows shall be allowed within the setback shown.

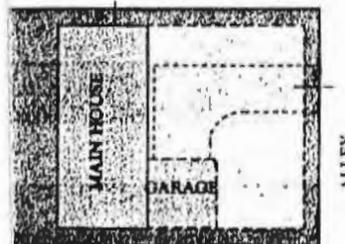
WALKWAY
If a garage is detached, a covered walkway is allowed.

FRONT YARD SETBACK FOR INNER LOTS
A setback of 20 ft is required at street not fronting on. Porches may be as permitted at front yard.

MINIMUM FINISH FLOOR ELEVATION
The elevation of the main floor shall be 10" minimum above finish grade (FTL).

MAXIMUM GUEST HOUSE
Allowed on lots over 70 FT wide x 150 FT deep, or over 10,500 SF in area. Must not exceed 600 square feet, or exceed the height of main house.

BUILDING PLACEMENT AND PARKING



PARKING
Must be provided by garage or parking pad in the rear of the lot with access to the alley. Maximum garage size shall be approximately 24 ft x 24 ft. A detached garage may have a guest accommodations above, subject to the same limitations for a separate guest house.

BRODIE CREEK
DESIGN REVIEW PROCESS AND REQUIREMENT

September 1996

The following information basically outlines the Design Review Process which is required by all lot purchasers (individuals and builders) prior to constructing their initial home or prior to making any major improvements to an existing home which can be viewed from the public way.

To achieve the desired goals of Brodie Creek, it is required that each lot purchaser/homeowner, architect or builder review and become familiar with the Design Guidelines, the Supplemental Design Guidelines and the design approval process outlined herein.

* **Design Submittal:**

Initial 30 minute meeting with Town Architect is required. Builder to bring the following: two copies of schematic preliminary designs consisting of a site plan, floor plans and major exterior elevations should be submitted for an initial design review. A preliminary review will be made and one set of plans, together with any denotations and a completed reported form denoting approval or changes will be returned within ten working days.

* **Final Design Submittal:**

Two copies of complete construction documents shall be submitted for final design review. The final review will be made within ten working days and *one set of plans will be returned*, together with a completed report form which will denote the approval status.

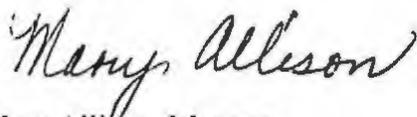
Should additional design reviews be required due to noncompliance with the desired concept for Brodie Creek, an hourly fee will be charged for each additional review.

All submitted designs will receive close review of the following major elements:

- * Site orientation, garage location and access
- * Porches and columns
- * Scale and proportion of major facade elements
- * Roof lines and roof elements
- * Materials, detailing and composition
- * Appropriate style and image.

Should you have any further questions, please do not hesitate to call Mary Allison at 1-501-221-1180.

Sincerely,



Mary Allison, Manager
WILSON DEVELOPMENT LLC

John Allison, AIA
AMR Architects, Inc.
Town Architect
1-501-375-0378

BRODIE CREEK
CHECKLIST FOR DESIGN REVIEW SUBMITTALS
NOTE: To be prepared by applicant and submitted with each submittal

DATE: _____ LOT NUMBER: _____

OWNERS NAME: _____

ADDRESS: _____

TELEPHONE: _____

ARCHITECT: _____ TELEPHONE: _____

BUILDER: _____ TELEPHONE: _____

PLANS DATED: _____ NUMBER OF SHEETS: _____

PLEASE INCLUDE THE FOLLOWING:

- _____ Site Plan: Locating the house and all improvements, setbacks, utilities, driveway, walk and initial landscape ideas.
- _____ Floor Plans: Illustrating indoor/outdoor relationships with all typical data included: dimensions, doors, windows, balconies, room names, etc.
- _____ Four Exterior Elevations: Illustrating doors, windows, materials, finish floor height above grade, ceiling heights, roof lines, details, etc.
- _____ Materials and Exterior color Choices: May be either called out and labels on plans or a complete listing is required. (Foundation treatment, wall color, trim color, any accent colors, roof color, fence color, paving materials, etc.)
- _____ Site & Misc. Data: Any proposed construction or landscape element which will be viewed from a public street or space shall be submitted for review
- _____ Registration: Builder must submit proof of registration with the Arkansas Secretary of State.
- _____ Liability Insurance: Builder must submit proof of general liability insurance.
- _____ Workers' compensation: Builder must submit proof of workers' compensation insurance.
- _____ References: Builder must submit letters of reference from 3 clients of homes completed in the last 12 months.

Plans accepted for review by: _____ Date: _____

Plans received by Town Architect: _____ Date: _____

Copy to: Mary Allison/Wilson Development
John Allison, AIA/AMR Architects, Inc
Builder

**BRODIE CREEK
DESIGN REVIEW REPORT**

DATE: _____ LOT NUMBER: _____

SALES PERSON: _____

OWNERS NAME: _____

ADDRESS: _____

TELEPHONE: _____

ARCHITECT: _____ TELEPHONE: _____

BUILDER: _____ TELEPHONE: _____

PLANS DATED: _____ NUMBER OF SHEETS: _____

COMPLETE AS REQUIRED: _____ INCOMPLETE: _____

RESUBMITTED WITH THE FOLLOWING: _____

___ APPROVED AS SUBMITTED

___ APPROVED AS NOTED HEREIN AND/OR ON PLAN

___ NOT APPROVED, SEE COMMENTS HEREIN AND/OR ON PLANS

___ RE-SUBMITTAL REQUIRED

COMMENTS: _____

ADDITIONAL DATA REQUIRED: _____

BY: _____, Town Architect

Copy to: Mary Allison/Wilson Development
John Allison, AIA/AMR Architects, Inc.
The Builder

BRODIE CREEK CONSTRUCTION GUIDELINES

Contractor Requirements

Proof of the following:

Registration with Secretary of State as a Licensed Builder

General Liability Insurance

Workers Compensation Insurance

Three letters of recommendation from Home Owners

Construction Debris and Trash Removal

Each Friday every Builder must clean his construction site. All building debris will be neatly piled in one area of the lot, and all paper must be placed in a container. Debris and trash to be hauled off on a regular basis to facilitate a pleasing appearance to homeowners and prospective buyers and eliminate hazards for people who will be touring the various construction sites.

Should a site be deemed unacceptable upon inspection on Friday evening, the Builder will be issued a first notice, which will require him to correct the problem prior to the following Friday. Failure to comply will result in the Developer hiring someone to clean the site, and back-charging the Builder/Homeowner 2 times the direct cost.

Construction materials will be kept out of the street right-of-way at all times. Alleys and streets adjacent to the building site shall be kept open for circulation at all times.

Infrastructure

There presently exists at Brodie Creek numerous forms of infrastructure consisting of curbs, sidewalks, alleys, landscaping, irrigation, lighting, brick walks, parks, walking trails, public structures(Pavilions), ponds, fountains, etc. The Builder/Homeowner is responsible for protecting the infrastructure adjacent to the subject property. Any damage that occurs, will be repaired to the developers specifications by the Builder/Owner, or Developer will repair damage and charge the Builder/Owner 2 times the direct cost. To protect the infrastructure the Builder/Homeowner the Builder is required, prior to commencing construction, to wrap orange webbing around Street Trees and Street Lights on their site and any site adjacent to their's..

Construction Time

No Builder shall commence construction on a weekday prior to 7:00 AM-(exceptions allowed in hot summer months.), nor continue beyond 7:00 PM. No Builder shall commence construction on a weekend or Holiday prior to 9:00 AM or beyond 6:00 PM.

Construction Radios and Noise

No construction radios shall be utilized prior to 9:00 AM, nor beyond 6:00 PM, on weekdays. Construction radios are prohibited on Saturdays and Sundays. Radios are NOT to be played so loudly as to disturb nearby residents.

Concrete Delivery and Disposal of Excess Material

Pump trucks are required for footings. Concrete trucks are prohibited from dumping any excess concrete on the site or anywhere in Brodie Creek unless specified by the Developer. Concrete can only be washed out on YOUR lot, and the Builder is solely responsible for its removal upon completion of construction.

Dump Sites

There are no dump sites in Brodie Creek. ALL material shall be removed from the premises during construction and upon completion of construction.

A FINE of \$1000 shall be imposed on anyone dumping debris on any undeveloped lots in Brodie Creek. The workman responsible for dumping shall be prohibited from future work in Brodie Creek.

Port-a-John

Each builder is responsible for their own Port-a-John .

Signage

No signs are to be nailed to trees. The only sign permitted is a Registered Builders sign, and an address sign.

I acknowledge receipt of the construction guidelines, and agree to comply.

Builder

Homeowner

Date:

96 66834

FILED AND RECORDED

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
BRODIE CREEK

56 SEP 24 AM 10:49
CIRCUIT COUNTY CLERK

This Declaration, made this 23 day of September, 1996, by WILSON DEVELOPMENT, LLC ("Developer" or the "Declarant").

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described on Exhibit "A" attached to this Declaration (hereafter "The Property") and desires to create a community with permanent parks, playgrounds, open spaces, landscaped entrances and other common facilities for the benefit of the community, which shall be known as "Brodie Creek."

WHEREAS, Developer desires to provide for the preservation of the values and amenities in Brodie Creek and for the maintenance of the parks, playgrounds, open spaces, landscaped entrances and other common facilities; and to this end, desires to subject the Property to these covenants, restrictions, easements, charges and liens, each of which is for the benefit of the Property and each Owner, and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in Brodie Creek to create an association which shall be assigned the powers of maintaining, administering and enforcing these covenants and restrictions and doing all other things necessary to preserve the values and amenities of this community;

WHEREAS, Developer has caused to be incorporated under the laws of the State of Arkansas, as a nonprofit corporation, Brodie Creek Property Owners Association, Inc., for the purpose of exercising these functions;

NOW THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens herein set forth:

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any supplemental Declaration (unless the context shall indicate a contrary intention) shall have the following meanings:



(a) "Association" shall mean and refer to Brodie Creek Property Owners Association, Inc., its successors and assigns.

(b) "Brodie Creek" or "Development" shall mean the community of neighborhoods in Pulaski County, Arkansas including the Property and all additional properties brought within this Declaration.

(c) "The Property" shall mean and refer to that property described on Exhibit "A" which is subject to the Declaration or any supplements thereto, together with any and all additional property which may be brought within the Brodie Creek Development and made subject to the Declaration.

(d) "Declaration" or "Covenants and Restrictions" shall mean this Declaration of Covenants and Restrictions, together with any and all supplements and amendments thereto.

(e) "Common Area" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of all Owners. The Common Area shall be deeded to the Association.

(f) "Site" shall mean and refer to any platted lot within the Property which may be purchased by any person or owned by the Developer or any one-fifth (1/5) acre of unplatted property (other than Common Areas) which has been brought within the Development.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Site which is a part of the Property, but excluding those having such interest merely as security for the performance of any obligation.

(h) "Member" shall mean and refer to any Owner who by virtue of holding fee simple title to any Site is a Member of the Association. If any Owner holds title to more than one Site then the Owner shall hold memberships equal to the number of Sites owned.

(i) "Town Architect" shall mean the architect appointed pursuant to Section 1 of Article VI hereof.

(j) "Community Design Committee" shall mean the Community Design Committee appointed pursuant to Section 2 of Article VI hereof.

(k) "Board" shall mean the Board of Directors of the Association.

(l) "Declarant" or "Developer" shall mean Wilson Development, LLC, its successors and assigns.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

SECTION 1: Existing Property.

(a) The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Pulaski, State of Arkansas, and is more particularly described on Exhibit "A," all of which property shall be referred to as "The Property."

(b) Any property which is now or hereafter made subject to these Covenants and Restrictions may also be made subject to any additional restrictions as may be contained in a bill of assurance, deed or instrument filed by Developer.

SECTION 2: Additions to Existing Property. (a) Additional lands of the Developer may become subject to these Covenants and Restrictions in the following manner: The Developer shall have the right but not the obligation to bring within the plan of this Declaration additional properties, regardless of whether or not said properties are presently owned by the Developer, in future stages of the Development, provided that such additions are in accord with the general plan of development (the "Conceptual Plan") which has been prepared prior to the date of these Covenants and Restrictions and prior to the sale of any Site and is maintained in the office of the Declarant, and provided such proposed additions, if made, will become subject to assessments of the Association for their share of expenses as provided for herein. UNDER NO CIRCUMSTANCES shall these Covenants and Restrictions or any supplement or the Conceptual Plan bind the Developer to make the proposed additions or to adhere to the Conceptual Plan in any subsequent development of land shown on the Conceptual Plan. Nor shall the Developer be precluded from conveying lands in the Conceptual Plan not subject to these Covenants and Restrictions or any supplement free and clear of these Covenants and Restrictions or any supplements.

(b) The additions authorized shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions which shall extend the plan of the Covenants and Restrictions of this Declaration to the additional property, and the Owners, including the Developer of Sites in those additions shall immediately be entitled to all rights and privileges provided in this Declaration.

(c) The Supplemental Declaration may contain those complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration necessary to reflect the

different character, if any, of the added properties as are not inconsistent with the plan of this Declaration.

(d) Developer shall also have the right to remove from Brodie Creek any property subjected to these Covenants and Restrictions if it becomes evident to the Developer, in Developer's sole opinion, that such property is not necessary to the overall development of Brodie Creek. This right shall be exclusive to the Developer only.

SECTION 3. Additions Limited to Developer. No one other than the Developer shall have the right to subject additional lands to this Declaration of Covenants and Restrictions, unless the Developer shall indicate in writing to the Association that such additional lands may be included.

ARTICLE III

THE ASSOCIATION

Every person, persons or entity who owns any Site, including a builder or contractor, shall be a Member of the Association, and shall abide by its Articles of Incorporation and By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Site. The Association shall be governed by its Articles of Incorporation and By-Laws.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Properties. This easement of enjoyment shall be appurtenant to and shall pass with the title to every Site, subject to the Articles of Incorporation and the By-Laws of the Association. All Common Areas and improvements thereon shall be used by Members in accordance with the rules and regulations of the Association and at the sole risk of the user, and neither the Developer nor the Association shall be responsible for any loss, damage, or injury to any person or property related to such use.

SECTION 2. Title to Common Areas. The Developer agrees to convey title to the Common Areas in each phase of the Brodie Creek Development to the Association free and clear of all liens and encumbrances except for applicable improvement district assessments within five (5) years from the date such Common Areas are so designated on a plat filed in the office of the Circuit Clerk of Pulaski County.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of Lien and Personal Obligation of Assessments and Special Assessments. Declarant for each Site owned within the Property shall be deemed to covenant and agree, and each Owner of any Site by acceptance of a deed shall be deemed to covenant and agree, to pay to the Association annual assessments or charges and special assessments together with interest and costs of collection, if any, which amounts shall be a charge on the land and shall be a continuing lien upon the Site. If any Owner fails to pay any assessment when due, then the Association may add to the principal amount due a reasonable late fee, as established by the Board, interest at a rate determined by the Board (not to exceed the maximum rate allowed by law) and costs of collection, including a reasonable attorney's fee, whether or not suit is brought. Each assessment, together with interest, late charges, cost of collection and reasonable attorneys' fees, if any, shall also be the personal obligation of the Owner of the Site at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessments or special assessments shall not pass to an Owner's successors in title unless expressly assumed by them. Provided, however, at such time as ninety percent (90%) of the Sites in the Development have been sold by Developer, then Developer shall have no obligation to pay assessments, and no charges shall be assessed, as to the remaining Sites held by Developer on which no residential structure has been erected. Developer shall have no rights to use the Common Areas by virtue of its holding title to any of such Sites not subject to assessments as herein provided.

The lien for assessments and special assessments shall be subject to and subordinate to the lien of any recorded first mortgage or Deed of Trust.

Assessments shall be fixed by the Association in accordance with the Articles of Incorporation and By-Laws of the Association.

Except as otherwise provided herein as to the Developer, no Owner may waive or otherwise exempt himself from liability for Assessments by non-use of the Common Areas or abandonment of his Site. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No set-off shall be permitted by reason of any alleged failure of the Association or Board to fulfill its responsibilities under this Declaration, any Supplemental Declaration, or the By-Laws, or for inconvenience arising from the performance of such responsibilities.

SECTION 2. Exempt Property. Common Areas as defined in Article I and all Common Areas subsequently added to the Property,

and all portions of the Property owned or otherwise dedicated to any political subdivision shall be exempt from the assessments and liens of the Association.

ARTICLE VI

TOWN ARCHITECT AND COMMUNITY DESIGN COMMITTEE

SECTION 1. Town Architect. A Town Architect who shall be a licensed and registered architect in the State of Arkansas shall be appointed for the Development. Until the later of (i) such time as the Developer no longer owns ten percent (10%) or more of the Sites in Brodie Creek, or (ii) twenty (20) years from the date hereof, the Town Architect shall be named by the Developer. Upon the occurrence of the later of these events, the Town Architect shall be named by the Board. The Town Architect may be removed by the entity which appointed the Town Architect by thirty (30) days prior written notice.

SECTION 2. Community Design Committee. The Community Design Committee shall consist of at least three (3) and not more than five (5) members, who shall be natural persons. Until the later of (i) twenty (20) years from the date hereof or (ii) such time as Developer no longer owns ten percent (10%) or more of the Sites in Brodie Creek Development, the members of the Community Design Committee shall be appointed by the Developer. The Town Architect may also serve as a Board member. Upon the occurrence of the later of these events, the members of the Community Design Committee and the Town Architect, and all vacancies shall be appointed by the Board.

SECTION 3. Function of Town Architect and the Community Design Committee. No Improvement shall be constructed or maintained upon any Site and no alteration or repainting to the exterior of a Site or structure thereon shall be made and no landscaping performed unless complete plans, specifications, and sites plans have been submitted to and approved in writing by the Town Architect. A copy of the plans, specifications, and site plans as finally approved shall be deposited with the Town Architect. No trees of an eight (8) inch caliber or more shall be removed without prior written approval of the Town Architect. The Town Architect shall have the power to employ professional consultants to assist it in discharging its duties. The decisions of the Town Architect may be appealed to the Community Design Committee and all decisions of the Community Design Committee shall be final, conclusive and binding on the applicant.

SECTION 3. Content of Plans and Specifications. The final plans and specifications to be submitted and approved shall include the following drawings as a minimum:

1. A topographical plot showing finish grades and the location of all improvements, structures, walks, driveways, fences and walls. Existing and proposed grades shall be shown. Lot drainage provisions shall be indicated as well as cut and fill details if any applicable change in the lot contours is contemplated. Also any such plans shall reflect the location of all existing trees of eight (8) inch caliber or more and proposed plans to cut any such trees.
2. Floor plans.
3. Exterior design including elevations with roof slope and materials indicated.
4. Exterior materials and color.
5. Foundation and Framing Plans.
6. Landscaping plan, including mailboxes, walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover.
7. Parking area and driveway plan.
8. Screening, including site, location and method.
9. Utility connections.
10. Exterior illumination, including location and method.
11. Address as proposed to be displayed on house.

SECTION 4. Definition of "Improvement". Improvement shall mean and include all residences, buildings, and roofed structures, parking areas, fences, walls, hedges, mass plantings, poles, driveways, swimming pools, signs, changes in any exterior color or shape, and any other new exterior construction or exterior improvement which materially alters the appearance of the property and which may not be included in any of the foregoing. The definition does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which does not materially change exterior colors or exterior appearances.

SECTION 5. The Basis of Approval. Approval of plans and specifications shall be based on, among other things, adequacy of site dimensions, placement of improvements on the Site with regard to grades, aesthetic considerations including neighboring structures and existing trees, structural design, conformity and harmony of external design and conformity to both the specific and general intent of the Architectural Guidelines and these protective

covenants herein contained. The Town Architect shall establish certain architectural guidelines, which shall be approved by the Community Design Committee (the "Architectural Guidelines"), and all plans and specifications must comply with the Architectural Guidelines then in force and effect. However, the Community Design Committee may approve exceptions to the Architectural Guidelines by a unanimous vote. The current Architectural Guidelines shall be available at the office of the Association or the office of the Declarant.

SECTION 6. Limitation of Liability. Neither the Declarant, the Association, the Town Architect, the Community Design Committee nor any of the its members shall be liable, in damages or otherwise, to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of (i) mistake or judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications, (ii) the structural integrity or soundness of approved construction and modifications, and (iii) compliance or non-compliance with building codes and other governmental requirements.

SECTION 7. Enforcement. If any construction is begun which has not been approved or which deviates substantially from the approved plans, the Association may bring an action for specific performance, declaratory decree or injunction, in addition to any of the other remedies available to the Association under this Declaration or at law or equity.

SECTION 8. Reasonable Fee at Standard Hourly Rates. The Town Architect may charge any Owner a reasonable fee based on the Town Architect's standard rates for its services in reviewing that Owner's proposed plans and specifications after the initial review as necessitated by changes.

ARTICLE VII

MAINTENANCE AND SAFETY

SECTION 1. Duty of Maintenance. Owners and occupants (including lessees) of any part of the Property shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Property so owned or occupied, including buildings, improvements and grounds in a well-maintained, safe, clean and attractive condition at all times. Maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse, and waste.
- (b) Lawn mowing.

- (c) Tree and shrub pruning.
- (d) Watering.
- (e) Keeping exterior lighting and mechanical facilities in working order.
- (f) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (g) Keeping parking areas and driveways in good repair.
- (h) Complying with all governmental health and police requirements.
- (i) Repainting of improvements.
- (j) Repair of exterior damages to improvements.
- (k) The Association shall maintain all Common Areas, including street lights, street signs, and landscaping in public right-of-way areas.
- (l) Installation of motion light to light alleys adjacent to Owner's property.

The Association shall maintain all Common Areas, including alleys, street lights, street signs and landscaping in public right-of-way areas.

SECTION 2. Damage or Destruction to Common Areas. If any Owner or any of his guests, tenants, licensees, agents, employees or members of his family, damages any of the Common Areas as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an individual assessment payable by the responsible Owner.

SECTION 3. Enforcement. If, in the opinion of the Association any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may provide written notice of that failure, giving the Owner or occupant ten (10) days from receipt to perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within the ten-day period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform needed care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any part of the Property on which work is performed shall jointly and severally be liable for the cost of the work and shall promptly reimburse the Association for all costs.

If the Association has not been reimbursed within thirty (30) days after invoicing, the indebtedness shall be a debt of all of the Owners and occupants jointly and severally, and shall constitute a lien against that portion of the Property on which work was performed. This lien shall have the same attributes as the lien for assessments and special assessments set forth in Article V, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

SECTION 4. Safety.

(a) Each Owner and occupant of a Site is responsible for taking such precautions as are necessary to ensure his or her own safety and the security of his or her property within the Development, and neither the Developer nor the Association shall in any way be considered insurers or guarantors of security or safety within the Development.

(b) The Developer and/or the Association may undertake, maintain or support security measures within the Development, but they shall have no obligation to do so. Neither the Developer nor the Association shall be liable for any loss, injury or damage by reason of failure to provide adequate security or safety, or ineffectiveness of security measures undertaken.

ARTICLE VIII

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon all Sites and Common Areas for the benefit of each other Site and Common Areas and may be enforced by any Owner or the Association through any remedy available at law or in equity.

1. No garbage, refuse, rubbish, tree limbs, pine straw, leaves or cuttings shall be deposited on any street, road, or Common Areas nor on any Site unless placed in a container suitable for garbage pickup. No container may be left unscreened except on garbage day.

2. No trash fires or campfires shall be allowed on any Common Area, street, road or Site. Neither shall there be any camping or outdoor cooking in these areas except in areas designated for such purposes by the Association.

3. No building material of any kind or character shall be placed upon any Site except in connection with construction approved by the Town Architect. Construction shall be promptly commenced and diligently prosecuted.

extraordinary maintenance of automobiles or other vehicles be performed. This restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles.

14. All buildings built on any Site shall comply with the setback restrictions imposed upon the Site on either a recorded plat and bill of assurance in the Circuit Clerk's office of Pulaski County, Arkansas or in the deed to each purchaser of a Site. Setback restrictions are covenants running with the land.

15. No trees or shrubbery shall be removed or cut from the Common Areas or from any right-of-way areas without the prior approval of the Town Architect.

16. Access easements for installation and maintenance of utilities and drainage of facilities and for pedestrian traffic are reserved in rights of way of drives and roads or on the side or rear of each Site as shown on the recorded plat.

17. An Owner hereby grants a right of access to his Site to the Association, any managing agent of the Association, and/or any other person authorized by the Board or the managing agent for the purpose of making inspections or for the purpose of correcting any conditions originating in his Site and threatening another Site or any Common Area, or for the purpose of performing installations, alterations, or repairs to the parts of the Site over which said persons have control and/or responsibility for maintenance. Requests for such access must be made in advance and entry must be at a time reasonably convenient to the Owner. In case of an emergency, this right of entry shall be immediate whether the Owner is present or not.

ARTICLE IX

RIGHTS OF THE DEVELOPER

SECTION 1. Sales Activities. So long as the development and sale of Sites continues in Brodie Creek, the Developer shall have the right to maintain such facilities and carry on such activities on the Common Areas or other areas owned by Developer as, in the sole opinion of the Developer, may be reasonably required, convenient, or incidental to the development and/or sale of Sites including, but not limited to, business offices, signs, model homes, and sales offices, and the Developer shall have an easement for access to and use of such facilities. These rights shall specifically include the right to use Site owned or leased by

the Developer, and any facilities owned by the Association, as models and sales offices, respectively.

SECTION 2. Additional Covenants. So long as the development and sale of Sites continues in Brodie Creek, no Person shall record any declaration of covenants, easements and restrictions, or declaration of condominiums or similar instrument affecting any portion of Brodie Creek without the Developer's prior review and written consent, and any attempted recordation without the Developer's approval shall result in such instrument being void and of no force and effect.

SECTION 3. Use of the Words "Brodie Creek". No Person, other than the Association, shall use the words "Brodie Creek" in any printed or promotional material without the prior written consent of the Developer. However, Owners may use the words "Brodie Creek" where such term is used solely to specify that particular property is located within Brodie Creek.

SECTION 4. Amendment. This Article may not be amended without the prior written consent of the Developer; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) thirty (30) years from the date this Declaration is recorded, or (b) upon recording by the Developer of a written statement that all sales activity has ceased.

ARTICLE X

COMMON PROPERTIES

SECTION 1. Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IX, every Member of the Association shall have the right and easement of enjoyment in and to the Common Area.

SECTION 2. Title to Common Properties. Declarant shall convey ownership of the Common Area to the Association, which shall be responsible for its operation and maintenance, within five (5) years after their designation as a Common Area on a recorded plat filed in the office of the Circuit Clerk of Pulaski County, Arkansas.

SECTION 3. Extent of Easements. The rights and easements of enjoyment created shall be subject to the following:

(a) The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Area;

(b) The right of the Association to borrow money for the purpose of improving all or any part of the Common Area, and to mortgage all or any part of the Common Area;

(c) The right of the Association to take reasonably necessary steps to protect all or any part of the Common Area against foreclosure; and

(d) The right of the Association to suspend the easements of enjoyment of any Member of the Association during the time any assessment levied under Articles V or VII remains unpaid, and for any period not to exceed thirty (30) days for infraction of its published rules and regulations.

SECTION 4. Easement for Undeveloped Property. The Developer, its agents, licensees, and assigns, shall have an easement over the Common Areas for access to and development of other areas shown on the Conceptual Plan (the "Undeveloped Property"), whether or not it is ultimately made a part of Brodie Creek. This easement includes, but is not limited to, a right of ingress and egress and a right to tie into roads and utilities in Brodie Creek to serve such Undeveloped Property. The Developer agrees that it shall be responsible for any damage caused to the Common Areas as a result of vehicular traffic connected with the development of areas in the Undeveloped Property. The Developer shall have the right to grant this easement to its successors-in-title to the Undeveloped Property and agrees that if the easement is exercised for permanent access to any portion of the Undeveloped Property which is not made subject to this Declaration, the Developer shall enter into a reasonable agreement with the Association and covenant to share the cost of maintenance of any roads owned by the Association which provide direct access to such property, which covenant shall be binding on its successors-in-title to such portion of the Undeveloped Property. Such covenant shall provide for the sharing of costs on the basis of the relative number of platted lots within the benefitted property and Brodie Creek.

ARTICLE XI

GENERAL PROVISIONS

SECTION 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time the Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these Covenants and Restrictions signed by

the owners of sixty-five percent (65%) of the Sites has been recorded prior to the commencement of any ten-year period.

SECTION 2. Amendments. These Covenants and Restrictions may be amended by an instrument signed by the Owners of not less than fifty percent (50%) of the Sites. Any amendment must be properly recorded. Provided, however, Developer specifically reserves the absolute and unconditional right to approve or reject any such amendment until the later of (i) twenty (20) years from the date hereof or (ii) such time as Developer no longer owns ten percent (10%) or more of the Sites and proposed Sites in Brodie Creek. Developer further reserves the right to amend this Declaration, without, the consent of any party (i) to conform the provisions of this Declaration to the requirements of any mortgagee or any title insurance company; or (ii) to clarify the Declaration's provisions or correct errors.

SECTION 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of mailing. Each purchaser of a Site shall forward a copy of his recorded warranty deed to the Association or its officers.

SECTION 4. Enforcement. Enforcement of these covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants and Restrictions. Failure by the Association or any Owner to enforce any Covenant or Restriction shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 5. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 6. Attorney Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this instrument or any provision thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorney fees in such amount as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

SECTION 7. Dissolution. The Association may be dissolved with consent given in writing and signed by not less than three-fourths of each class of Members as defined in the By-Laws of the Association. Upon dissolution of the Association other than

incident to a merger or consolidation, the assets of the Association shall be conveyed and granted and assigned to any nonprofit corporation, association trust, or other organization to be devoted to same or similar purposes.

Reviews and enforces minimum standards required by the City of Little Rock and other regulations. Enforces and interprets regulations by the development and other minimum regulations of the City of Little Rock and zoning ordinances

WILSON DEVELOPMENT, LLC

By: Mary W. Allison
Mary W. Allison, Manager

Larry T. Jones 9-24-96
City of Little Rock Planning Commission

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF Pulaski) ss.

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named Mary W. Allison, being the within named Manager of WILSON DEVELOPMENT, LLC, and who had been designated by said WILSON DEVELOPMENT, LLC to execute the above instrument, to me personally well known, who stated that she was the Manager of said WILSON DEVELOPMENT, LLC and was duly authorized in her capacity to execute the foregoing instrument, and further stated and acknowledged that she had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 23rd day of September, 1996.

Ann Croy
NOTARY PUBLIC

My commission expires:

June 29, 2004



EXHIBIT A

PART OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 8 AND PART OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 9, T-1-N, R-13-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SE CORNER OF THE SE $\frac{1}{4}$ OF SECTION 8, T-1-N, R-13-W; THENCE N89°06'49"W ALONG THE SOUTHWEST LINE OF THE SE $\frac{1}{4}$ 839.39'; THENCE N 02°25'07" W 145.48'; THENCE N13°46'35"W 82.11' TO A POINT ON THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 25°56'04" AND A RADIUS OF 610.00'); THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT TO A POINT WHICH IS N03°00'41"W 273.76' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE N09°59'43"E 50.0' TO A POINT ON THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 28°16'59" AND A RADIUS OF 612.0'); THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT TO A POINT WHICH IS N28°46'34"E 299.05' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE N45°43'38"E 60.0' TO A POINT ON THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 29°06'25" AND A RADIUS OF 620.0'); THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT TO A POINT WHICH IS N62°53'00"E 311.59' FROM THE PREVIOUSLY DESCRIBED POINT ; THENCE N71°36'22"E 234.77'; THENCE S84°12'59"E 194.82'; THENCE N00°33'22"E 90.18'; THENCE S87°43'20"E 1013.89'; THENCE S02°16'40"W 393.63'; THENCE S27°44'26"W 433.09'; THENCE S53°32'57"E 240.27' TO A POINT ON THE WEST R/W LINE OF BOWMAN ROAD (SAID POINT ALSO BEING ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°17'02" AND A RADIUS OF 435.72'); THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE LEFT TO A POINT WHICH IS S33°26'14"W 110.15' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE CONTINUE ALONG THE ARC OF SAID CURVE TO THE LEFT TO A POINT ON THE SOUTH LINE OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 9 WHICH IS S16°47'43"W 142.03' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE N87°41'28"W ALONG THE SOUTH LINE OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 9 429.78'; THENCE N01°10'47"E 330.13'; THENCE N87°43'20"W 473.01'; TO A POINT ON THE WEST LINE OF SAID SW $\frac{1}{4}$ SW $\frac{1}{4}$; THENCE S00°32'58"W ALONG THE WEST LINE OF SAID SW $\frac{1}{4}$ SW $\frac{1}{4}$ 329.97' TO THE POINT OF BEGINNING, CONTAINING 40.56 ACRES, MORE OR LESS.

**BY-LAWS
OF
BRODIE CREEK PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in Article I hereunder shall, for all purposes of the By-Laws have the meaning herein specified.

Articles. The term "Articles" shall mean the Articles of Incorporation of Brodie Creek Property Owners Association, Inc. (the Association) which are filed in the office of the Secretary of the State of Arkansas, a true copy of which is on file at the principal office of the Association, together with such amendments to the Articles as may from time to time be properly made.

Association. The term "Association" shall mean Brodie Creek Property Owners Association, Inc.

Board. The term "Board" shall mean the Board of Directors of the Association.

By-Laws. The term "By-Laws" shall mean this instrument as it may be amended from time to time pursuant to the provisions of this instrument.

Common Area. The term "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of the Owners.

Common Charges. The term "common charge" or "common expense" shall be those common expenses incurred for the operation of the Common Area in Brodie Creek as set forth in Article VIII of this instrument.

Brodie Creek. The term "Brodie Creek" shall mean all of the real estate described in Article II of this instrument, together with any land and improvements added thereto and subject to the Declaration of Covenants and Restrictions.

Declaration. The term "Declaration" shall mean the Declaration of Covenants and Restrictions filed in the office of the Circuit Clerk of Pulaski County as Instrument No. _____ and all amendments and supplements thereto.

Developer. The term "Developer" shall mean Wilson Development Company, LLC, an Arkansas limited liability company, its successors and assigns.

Fiscal Year. The term "fiscal year" shall mean the calendar year, unless changed or modified by the Board of Directors of the Association.

Grantor. The term "Grantor" shall mean Wilson Development Company, LLC, an Arkansas limited liability company.

Managing Agent. The term "Managing Agent" shall mean an individual or corporation hired by the Board to oversee the maintenance and management of Brodie Creek as the Board may direct.

Member. The term "Member" shall mean and refer to any Owner who by virtue of holding fee simple title to any Site is a Member of the Association. If any Owner holds title to more than one Site then the Owner shall hold memberships equal to the number of Sites owned.

Rules and Regulations. The term "Rules and Regulations" shall mean the rules and regulations as adopted by the Board pursuant to the Declaration and this instrument, as they may be amended from time to time.

Person. The term "Person" shall mean an individual or individuals, corporation, unincorporated association, partnership, joint venture, trustee, conservator, administrator, or other legal entity which has the right to hold title to real property.

Owner. The term "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Site which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Property. The term "Property" shall mean the land, buildings, and all other improvements thereon (including the Common Areas owned or maintained by the Association) which is subject to the Declaration and all amendments thereto.

Site. The term "Site" shall mean any platted lot within the Property which may be purchased by any Person or owned by the Grantor.

ARTICLE II

GENERAL

SECTION 1. The Property. The Property is located in Pulaski County, Arkansas. It is all that Property known as Brodie Creek as defined in the Declaration.

SECTION 2. The Association. The Association has been organized to perform the functions described herein except for those performed by others as set forth herein. The Association is charged with the duties and has the powers prescribed by law and set forth in the Articles, By-Laws and the Declaration. Neither the Articles nor the By-Laws shall, for any reason be amended or otherwise changed or interpreted so as to be inconsistent with the Declaration.

The Association is an organization owned by the Owners of Sites in Brodie Creek and used by them to manage and regulate Brodie Creek. Each Owner of a Site shall have the same proportion of interest in the Association as the number of Sites in Brodie Creek except as provided in Article III.

Each Owner, for so long as he is such an Owner, shall be deemed a Member of the Association. Upon becoming a Member of the Association, the rights, duties, privileges, immunities and liabilities of being an Owner shall be those set forth in and shall be exercised in accordance with the Declaration, the Articles, and these By-Laws and may be amended or adopted by the Association or by the Board, as provided therein.

Membership in the Association shall not be transferred, pledged or alienated in any way except upon transfer of title of a Site, and then only to the transferee of title, except in the instance of suspension as provided hereunder. Any attempt to make a prohibited transfer shall be null and void.

SECTION 3. Provisions of By-Laws Applicable. The provisions of these By-Laws are applicable to Brodie Creek.

SECTION 4. By-Laws Applicable to Present and Future Owners. All present and future Owners, mortgagees, lessees, and occupants of Sites and their employees, and any other Person(s) who may use the Common Area facilities of Brodie Creek in any manner, are subject to these By-Laws, all covenants, agreements, restrictions, easements and declarations of record, and the Declaration. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Site shall constitute an agreement that all of the above documents, restrictions and conditions, as they may be amended from time to time, are accepted, ratified and will be complied with.

SECTION 5. Office of the Association. The Office of the Association and the Board shall be located in Pulaski County, Arkansas or such other locations in this State as may be selected from time to time by the Board which the Owners and listed mortgagees have been given written notice of.

SECTION 6. Documents Available for Review. Copies of these By-Laws, the Articles, the Declaration, as they may be amended from time to time, and all books and records of the Association shall be made available for inspection by Members of the Association and their authorized agents during regular business hours.

ARTICLE III

MEMBERSHIP, VOTING RIGHTS, AND SHARES

SECTION 1. Membership. Every Person who is an Owner of record of a fee or undivided fee interest in any Site which is subject by the Declaration to assessments by the Association shall be a Member of the Association, provided that any such Person who holds such interest merely as a security for the performance of an obligation shall not be a Member. As herein defined, Person may be one or more and all such Persons or entities constituting one Person or Member shall vote their membership as they, among themselves, determine but in no event shall more than one membership be held in the Association for any one Site. If any Person is an Owner of more than one Site, then such Owner shall have the same number of memberships as the number of Sites to which he holds title.

SECTION 2. Voting Rights. For all purposes, the Association shall have two classes of voting membership.

(a) Class A - Class A Members shall be all those Owners of Sites with the exception of the Grantor. A Class A Member shall be entitled to one vote for each Site in which he holds the interest required for membership as described in Section 1 above.

(b) Class B - Class B Members shall be the Grantor and shall be entitled to three votes for each Site, whether built upon or not, in which the Grantor holds the fee, provided that the Class B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when Grantor has sold eighty percent (80%) of all Sites and proposed Sites in Brodie Creek, or

(2) forty years from the date the Association is organized.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Site, whether built upon or not, in which it holds the interest required for membership under Section 1 above.

SECTION 3. Shares. For purposes of dissolution, or distribution of assets only, Class A and B Members shall be deemed to hold one equal share of the assets of the Association for each Site in which they hold the interest required for membership, provided that when more than one individual or entity shall hold such interest in any Site, they shall determine among themselves the distribution of such shares, provided that there shall be no more than one share with respect to any Site.

ARTICLE IV

BOARD OF DIRECTORS

SECTION 1. Directors. The number of Directors which shall constitute the whole Board shall be five (5). Until succeeded by the Directors elected by the Members, the Directors need not be Owners. Upon expiration of the term of each Member of the first Board, the successors to such Member of the Board, elected by the Members of the Association, shall be an Owner. Except as provided in the Articles with respect to the first Board, Directors shall be elected on a staggered basis. In any event however, each Director shall hold office until such time as his successor has been elected. In the event that a corporation or other legal entity is a Member of the Association, it may designate one or more Persons who shall be eligible to serve as Director on its behalf.

SECTION 2. Election of Directors. Subject to the provisions of these By-Laws concerning the first Board, at each Annual Meeting of the Association or at a Special Meeting called for this purpose, the Members shall elect Directors to fill such vacancies as may exist on the Board. There shall be no cumulative voting. Voting by written proxy is permitted for Members. The candidates receiving the highest number of votes, up to the number of Directors to be elected shall be deemed elected. A quorum of the membership at an annual or special called meeting shall be twenty-five percent (25%) of the Members.

SECTION 3. Resignation. Any Director may resign at any time by giving written notice to the President or to the Secretary of the Board.

SECTION 4. Powers and Duties of the Board. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things,

except for those things and matters which are by these By-Laws and by the Declaration reserved to the Members of the Association acting at a properly called meeting. Such powers and duties of the Board shall include, but shall not be limited to the following:

(a) Provisions for the operation, care, upkeep and maintenance of the Common Areas, and lot open areas.

(b) Determination of the common expenses, including assessments for a maintenance reserve fund, required for the affairs of the Association including, subject to the limitations imposed by the Association or by the Declaration the operation and maintenance of the Property and the allocation of income and expenses.

(c) Collection of the common charges from the Owners, including the right to enforce these collections by methods described elsewhere in these By-Laws and the Declaration.

(d) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(e) Leasing, managing and otherwise dealing with the Common Areas.

(f) Owning, conveying, encumbering, leasing and otherwise dealing with Sites conveyed to it or purchased by it as the result of enforcement of a lien for common expenses, or otherwise.

(g) Obtaining of insurance for the Common Areas, etc.

(h) Making of repairs, additions, improvements to or alterations of the Property and Sites in accordance with the other provisions of these By-Laws and as described in the Declaration.

(i) Enforcement of obligations of the Owners.

(j) Adoption of Rules and Regulations relating to the use, upkeep or preservation of Brodie Creek.

SECTION 5. Employment of Managing Agent. The Board may employ for the Association, a Managing Agent at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to all of the powers granted to the Board by these By-Laws. The management agreement shall be terminable for cause or upon reasonable notice and run for a period of from one to three years, renewable by consent of the Association and the Managing Agent.

SECTION 6. The First Board and Subsequent Boards. The first Board shall be appointed by the Grantor and shall consist of five (5) Members who shall serve until the first Annual Meeting held pursuant to Article V, Section 1 of these By-Laws. At the first Annual Meeting, the Members of the Board shall be elected by the Members of the Association to serve for staggered terms, one Member of the Board having a term of one year from the first Annual Meeting, two Members of the Board having a term of two years from the first Annual Meeting, and, two Members of the Board having a term of three years from the first Annual Meeting. As a vacancy occurs in each of the Board positions, then the newly elected Board Members shall serve a term of three (3) years. Upon the vacancy occurring in each of these Board positions, the newly elected Board Member shall hold a three (3) year term. Each election shall result in staggered terms for the various Board Members in order that all Board Members will not be elected during one year in order to provide continuity of membership.

SECTION 7. Removal of Directors. Except for the Members of the initial Board, Directors may be removed for cause and a successor elected by an affirmative vote of the majority of the Members of the Association. However, removal of Members of the initial Board prior to the expiration of their respective terms shall require a majority vote of all Members and approval of the Developer.

SECTION 8. Vacancies in the Board. Vacancies in the Board caused by any reason other than the removal of a Director under Section 7 of this Article, shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board held for that purpose, which meeting shall be held promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum and each person so elected shall be a Director until the next Annual Meeting of the Association, or until a Special Meeting of the Association is duly called and held for the express purpose of electing a Director to fill the vacancy until the expiration of the term. Except for Members of the first Board, no Director shall continue to serve as such if, during his term of office, he shall cease to be an Owner.

SECTION 9. Board Meeting Following First Annual Meeting. Following the first Annual Meeting of the Association, there shall be a meeting of the Board within thirty (30) days thereafter, at such time and place as shall be fixed by the Members at the meeting at which such Board shall have been elected.

SECTION 10. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Members of the Board. Notice of regular meetings of the Board shall be given to each Director, by

mail, at least five (5) business days prior to the day named for such meeting.

SECTION 11. Special Meetings. Special meetings of the Board may be called by the President on five (5) business days notice to each Director given by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

SECTION 12. Waiver of Notice of Meeting. Any Director may at any time waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of such notice.

SECTION 13. Quorum. At all meetings of the Board, a majority of the Members thereof shall constitute a quorum for the transacting of business and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

SECTION 14. Fidelity Bonds. Unless otherwise voted by the Association, the Board shall obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for the Association funds. The premium on such bonds shall constitute a common expense.

SECTION 15. Compensation of Board. No elected Member of the Board shall receive any compensation from the Association for acting as such, except for reimbursement of necessary and duly incurred expenses.

SECTION 16. Directors Not Liable. The Directors shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association shall and does indemnify and hold harmless each Director against all contractual liability to others arising out of contract made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or contrary to these By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Owner arising out of any contract made by the Board out of the aforesaid indemnity in favor of the Directors shall be limited to such proportion of the total liability thereunder as the number of Sites owned by him bears to the total number of Sites in Brodie Creek. Every agreement made by the Board or by the Managing Agent on behalf of the Association shall

provide that the Directors or the Managing Agent as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as an Owner), and that each Owner's liability thereunder shall be limited to that proportion which the number of Sites owned by him bears to the total number of Sites in Brodie Creek.

SECTION 17. Records. The Board shall cause to be kept detailed records of the actions of the Board and of the Managing Agent, if any, minutes of the meetings of the Board, minutes of the meetings of the Members and financial records and books of account of the Association.

SECTION 18. Annual Report. An annual report of the receipts and expenditures of the Association shall be made at the end of each fiscal year by an independent, disinterested, certified public accountant. The Board shall cause this report to be made and a copy of said report shall be kept on file at the office of the Association and shall be made available for inspection by Members and their authorized agents during reasonable business hours.

ARTICLE V

ASSOCIATION MEMBERS' MEETINGS

SECTION 1. Annual Meetings; Election of Directors. Within two (2) years following the date the Association is organized, the Board shall call the first Annual Meeting of the Members. Thereafter, Annual Meetings shall be held on the anniversary date of such meeting, in each succeeding year; the date of the Annual Meeting may be changed by a proper amendment of these By-Laws. At such meeting, Directors shall be elected by ballot of the Members of the Association, in accordance with the requirements of Article IV of these By-Laws. The Association may also transact such other business as may properly come before it. For purposes of this Article, the term Member shall include both Class A and Class B Members as defined in Article III hereof.

SECTION 2. Location of Annual Meetings. The Annual Meetings shall be held at the principal office of the Association, or at such suitable place convenient to the Members as may be designated by the Board.

SECTION 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by the Board or upon petition signed by at least one-third of the Members, delivered to the Secretary.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special

meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing or delivery of a notice in the manner provided in these By-Laws shall be considered notice served. Notice of a meeting need not be given to a Member if a written waiver thereof executed before, during or after the meeting by such Member or his duly authorized attorney or agent, is filed with the records of the meeting.

SECTION 5. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of ten percent (10%) of the Members shall constitute a quorum at all meetings of the Association. If any meeting of the Association cannot be held because a quorum has not attended, a majority in interest of the Members who are present at such meeting, either in person or by proxy, shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called for.

SECTION 6. Voting. The Member(s), or some person designated by such Member(s) to act as proxy on his or their behalf, who need not be an Owner, shall be entitled to cast their vote(s) at any meeting. The designation of any proxy shall be made in writing to the Secretary and shall be revocable at any time upon written notice to the Secretary. Any or all Members may be present at any meeting and may vote or take any other action as a Member either in person or by proxy. Each Member (including the Grantor, if the Grantor shall then own one or more Sites) shall be entitled to cast one vote at all meetings which vote shall be weighed by multiplying it by the number of Sites, whether built upon or not, owned by each Member, and the vote of the Grantor shall be weighed by multiplying it by three times the total number of Sites, whether built upon or not, owned by it, until such time as Class B membership is converted to Class A membership as provided in Article III, Section 2, of these By-Laws. The votes attributable to each Member must be voted as an entirety and if Owners of a Site shall be unable to agree on the vote to be cast on any issue their right to vote on that issue shall be deemed to have been waived.

SECTION 7. Majority Defined. As used in these By-Laws, the term "majority of Members" shall mean those Members having more than fifty percent (50%) of the total authorized votes of all Members present in person or by proxy and voting at any meeting determined in accordance with the provisions of Section 6 of this Article. The vote of the majority of Members present at a meeting at which a quorum shall be present shall be binding upon all Members for all purposes except when a higher percentage vote is required by law, the Declaration or these By-Laws.

ARTICLE VI

OFFICERS

SECTION 1. Principal Officers of the Corporation. The principal officers of the Association shall be the President, Vice-President, Secretary, and the Treasurer. The President and Vice-President shall be elected by and from the Board. Except as provided in the Articles with respect to the initial Treasurer and Secretary, the Treasurer and Secretary shall be chosen by the Board at the Annual Meeting. Any vacancies which may occur in these latter two offices shall be filled by the Board. The successors so chosen shall serve until the next Annual Meeting of the Association or until a Special Meeting properly and duly called for this purpose. The Secretary and Treasurer need not be Members of the Association. The Board may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary.

SECTION 2. Officers Chosen by Board. Those officers of the Association to be chosen by the Board shall be elected annually at a meeting of the Board described in Article IV, Section 6 of these By-Laws, and shall hold office at the pleasure of the Board and until their successors are elected.

SECTION 3. Removal of Officers Chosen by Board. Upon the affirmative vote of the majority of the Board at a regular or special meeting called for that purpose, any officer chosen by the Board may be removed, either with or without cause, and his successor elected.

SECTION 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are incidental to the office of President, including but not limited to the power to appoint committees from among the Owners from time to time, as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Association. He is elected by the Board.

SECTION 5. Vice-President. The Vice-President shall take the place of the President, and shall perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other Member of the Board to act in place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President. The Vice-President is elected by the Board.

SECTION 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board; shall have charge of such books and papers as the Board may direct; and shall perform all the duties incidental to the office of Secretary, and as described elsewhere in these By-Laws or the Declaration. The Secretary is elected by the Members of the Board and need not be an Owner.

SECTION 7. Treasurer. The Treasurer shall have the responsibility for all funds and securities and shall be responsible for keeping full and accurate financial and books of account showing all receipts and disbursements and for the preparation of required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board or the Managing Agent in such depositories as may from time to time be designated by the Board and he shall perform all duties incidental to the office of Treasurer. No payment voucher shall be paid unless and until approved by the Treasurer, or in his absence the Assistant Treasurer. The Treasurer is elected by the Members of the Board and need not be an Owner. The Assistant Treasurer is appointed by the Board.

SECTION 8. Execution of Documents for the Board. All agreements, contracts, deeds, leases, checks, and other instruments of the Association may be executed by the President or by such other person(s) as may be authorized by the Board.

SECTION 9. Compensation of Officers. No elected officer shall receive any compensation from the Association for acting as such, except for reimbursement of necessary and duly incurred expenses.

SECTION 10. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VII

NOTICES

SECTION 1. Notice Procedure. Whenever under the provisions of the Declaration or the By-Laws, notice is required to be given to the Board, any Managing Agent, or Member, it shall not be construed to mean personal notice; but such notice may be given in writing, either by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board, such Managing Agent or Member, respectively, at such address as

appears on the books of the Association. Notice shall be deemed given as of the date of mailing or by delivery to such person's address, provided that such mailing is made in the State of Arkansas.

SECTION 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Declaration, the law, or these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VIII

OPERATION OF THE PROPERTY

SECTION 1. Budget. The Board shall from time to time and at least annually, prepare a budget for the Association and in connection therewith, determine the amount of common expenses of the Association and allocate and assess such common charges among the Owners according to their respective needs of various types of Sites within Brodie Creek (the "Annual Assessment"). The common expenses shall include among other things, the cost of all insurance premiums on all policies of insurance required to be, or which have been obtained by the Board pursuant to the provisions of these By-Laws, and the amounts charged for the operation, care, upkeep and maintenance of the Common Areas in and other areas in Brodie Creek maintained by the Association. The common expenses may also include such amounts as may be required for the purchase or lease by the Board on behalf of all Owners of any Site which is to be sold at foreclosure or other judicial sale, such purchase or lease to be in accordance with provisions of this instrument. In addition to the Annual Assessment the Board may, from time to time, as needed, assess against the Sites a Special Assessment ("Special Assessment") for a general operating reserve for a reserve fund for replacements or special improvements.

The Board shall advise all Owners promptly and in writing of the amount of the common charges payable by each of them as determined by the Board, and shall make available at the office of the Association copies of each budget on which such charges are based. Except as otherwise provided in the Declaration, the Grantor will be required to pay common charges in full on the Sites owned by it.

SECTION 2. Payment of Common Charges. All Owners shall pay the common charges assessed by the Board pursuant to the provisions of these By-Laws, annually in advance or at such other time that the Board shall determine.

The Annual Assessment shall not increase during any one fiscal year of the Association more than fifteen percent (15%) unless seventy-five percent (75%) of the Members of the Association vote the assessments a greater amount.

No Owner shall be liable for the payment of any part of the common charges assessed against his Site subsequent to the transfer of a conveyance by him recorded in the records of the Circuit Clerk's office of Pulaski County, including conveyance to the Board made in accordance with the provisions of Article VIII of these By-Laws. A purchaser of a Site shall be liable for the payment of the common charges assessed and unpaid against such Site prior to the acquisition by him of such Site, and a mortgagee or other purchaser of a Site and at a foreclosure sale of such Site shall be subject to and liable for a lien for the payment of common charges assessed both prior to and subsequent to the foreclosure sale.

SECTION 3. Power to Suspend Membership. In the event of default by any Owner in the payment of the common charges, or any other amounts owed the Association, the Board shall have the power to suspend the Owner's membership in the Association, and such suspension shall remain in effect only until such amounts as are owed are paid.

SECTION 4. Foreclosure. In any action brought by the Board to foreclose a lien on a Site because of unpaid common charges, the Owner shall be required to pay a reasonable rental for the use of his Site, if such continues after the foreclosure, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board acting on behalf of the Owners, shall have the power to bid upon such Site at the foreclosure sale and to acquire, hold, lease, convey, mortgage (but not to vote the share(s) appurtenant thereto), or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or without waiving the lien securing same.

SECTION 5. Statement of Unpaid Common Charges. The Board shall promptly provide any Owner requesting same in writing, with a written statement of all unpaid common charges due from such Owner in a form suitable for recording and the same when recorded in the Circuit Clerk's office of Pulaski County, Arkansas shall operate to discharge the Site from any other sums not included in such statement then unpaid, at least as to bonafide third parties relying on such statement.

In all events the lien for assessments created herein shall be subject to and subordinate to the lien or any recorded first mortgage or deed of trust.

SECTION 6. Maintenance. All maintenance, repair, and replacements to the Common Areas as defined in the plat or in the covenants or to those areas concerning which easements have been conveyed to the Association, and the painting and decorating of the exterior of the Site shall be done by the Board or its appointee and shall be included as a common expense of the Association.

SECTION 7. Cost Allotment of Improvements.

(a) If fifty percent (50%) or more but less than seventy-five percent (75%) of the Members agree to make an improvement to the Common Areas or to areas concerning which an easement has been granted to the Association, the cost of such improvement shall be borne by the Members so agreeing.

(b) If seventy-five percent (75%) or more of the Members agree to make an improvement to the Common Areas or to areas concerning which an easement has been granted to the Association, the cost of such improvement shall be borne by all Members as a common expense.

(c) All improvements undertaken pursuant to this Section 7 shall be subject to the written approval of the Board.

SECTION 8. Rules and Regulations. The use of the Site and the Common Areas shall be subject to rules and regulations from time to time adopted by the Board and to rules and regulations from time to time adopted by the Association; copies of said rules and regulations shall be made available at the office of the Association to each Owner prior to their effective date.

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

SECTION 1. Mandatory Indemnification. In accordance with Ark. Code Ann. §§ 4-33-852 and 4-33-856, the Corporation shall indemnify any director or officer and his or her estate or personal representative who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the officer or director is a party by virtue of his or her status as an officer or director of the Corporation.

SECTION 2. Permissible Indemnification. Pursuant to Ark. Code Ann. § 4-33-851, and except as provided in Section 3 below, the Corporation may indemnify an officer or director made a party to a proceeding by virtue of his or her status as an officer or director, against liability incurred in the proceeding if the following conditions are met: (1) the officer or director conducted himself or herself in good faith; (2) with respect to conduct in his or her official capacity, the officer or director had reason to believe that his or her conduct was in the best interests of the corporation, ; and (3) in cases of conduct not in his or her official capacity, the officer or director had reason to believe that his or her conduct was at least not opposed to the best interests of the Corporation.

SECTION 3. Prohibition of Indemnification in Certain Cases. The Corporation shall not indemnify an officer or director in connection with any proceeding by or in the right of the Corporation in which the officer or director was adjudged liable to the Corporation, or in connection with any other proceeding charging improper personal benefit to the officer or director, whether or not involving action in his or her official capacity, in which the officer or director was adjudged liable on the basis that personal benefit was improperly received by the officer or director.

SECTION 4. Procedure for Authorizing Indemnification of Directors. Before the Corporation may indemnify any director pursuant to Section 2 above, a determination must be made that indemnification of a director is permissible because the director has met the standards of conducts set forth in Section 2 of this Article V. The Board of Directors shall make that determination by a majority vote of a quorum consisting of directors who are not at the time parties to the proceeding; provided, however, that if such a quorum cannot be obtained, then the determination shall be made either by a committee designated by the Board of Directors or by special legal counsel in accordance with Ark. Code Ann. § 4-33-855(b)(2) and (3). Furthermore, the Corporation may not indemnify a director until twenty (20) days after the effective date of the written notice of the proposed indemnification to the Attorney

General of the State of Arkansas. The Corporation may pay for or reimburse the reasonable expenses incurred by an officer or director who is a party to a proceeding in advance of final disposition of the proceeding upon authorization made in accordance with Ark. Code Ann. § 4-33-855 and upon satisfaction of all the conditions prescribed in § 4-33-853.

SECTION 5. Insurance. The Corporation may purchase and maintain insurance on behalf of its officers and directors to insure against liabilities inserted against or incurred by the Corporation's officers and directors in that capacity or arising from their status as officers and directors, whether or not the Corporation would have the power to indemnify them against the same liability under the preceding sections of this Article V.

SECTION 6. Definitions. The following definitions apply to the indemnification provisions of this Article V:

(a) Proceeding. "Proceeding" means any threatened, pending or completed civil action, suit or proceeding, whether judicial, administrative, or investigative, and whether formal or informal.

(b) Liability. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise regarding an employee benefit plan), or reasonable expenses actually incurred with respect to a proceeding.

(c) Expenses. Indemnification against expenses which is mandated or permitted under this Article V is limited to reasonable expenses, including attorneys' fees, incurred in connection with a proceeding.

ARTICLE X

INSURANCE

SECTION 1. Physical Damage. All buildings and improvements owned by the Association, and all of the personal property owned by the Association, shall be insured for the benefit of the Association, the Owners and mortgagees of a Site as their interest may appear, against risks of physical damage as follows:

(a) Amounts - As to real property, for an amount equal to not less than the agreed amount of its replacement cost; as to personal property, for an amount equal to its actual cash value. Prior to obtaining any insurance on real property under this section, and at least annually thereafter, the Board shall obtain an appraisal from a qualified appraiser for the purpose of determining the replacement cost of such real property.

(b) Risks Insured Against - The insurance shall afford protection against loss or damage by reason of:

(1) fire and other perils normally covered by extended coverage;

(2) vandalism and malicious mischief;

(3) such other risk of physical damage as from time to time may be customarily covered with respect to buildings and improvements similar in construction, location and use as those on the Property, including without limitation, builder's risk coverage for improvements under construction; and

(4) such other risks of physical damage as the Board may from time to time deem appropriate.

SECTION 2. Liability Insurance. The Board shall obtain and maintain public liability insurance for bodily injury and property damage in such limits as the Board may from time to time determine, insuring the Association, the Board, the Managing Agent (at the discretion of the Board), with respect to their liability arising from operation, maintenance or repair of Brodie Creek, which is the responsibility of the Association including, without limitation, liability arising from construction operations, and Common Area maintenance, and also insuring each Owner including the Grantor with respect to its liability arising from ownership of the said Site. Such liability insurance shall also cover cross-liability claims among Owners and the Association. The Board shall review such limits at least annually. The insurance provided under this section shall include, without limitation, the following provisions:

(a) That the insurance shall not be affected or diminished by any act or neglect of any Owner or any occupants or Owners of any improvements when such act or neglect is not within the control of the Association;

(b) That the insurance shall not be affected or diminished by failure of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Association; and

(c) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Association or the Owners.

ARTICLE XI

DAMAGE TO OR DESTRUCTION OF PROPERTY

SECTION 1. Duty to Repair or Restore. Any portion of Brodie Creek owned by the Association which is damaged or destroyed shall be repaired or restored promptly by the Association, as provided in this Article. The Town Architect as established by the Covenants and Restrictions of Brodie Creek (the "Town Architect") and the Board may waive this requirement.

SECTION 2. Estimate of Cost. Promptly after damage to or destruction of some portion of the buildings, and thereafter as it deems advisable, the Board shall obtain reliable and detailed estimates of the cost of repair or restoration. If the cost in the opinion of the Board may exceed \$5,000, the Board may retain the services of an architect or engineer or construction consultant to assist in the determination of such estimate and in the supervision of repair and restoration.

SECTION 3. Collection of Construction Funds. Construction funds may consist of insurance proceeds, condemnation awards, proceeds of assessments against Owner, payments by Owners for damage to or destruction of lots or improvements thereto, and other funds received on account of or arising out of injury or damage to the buildings, etc.

(a) Insurance Proceeds - The Board shall adjust losses under physical damage insurance policies of the Association.

(b) Assessments against Owners - If the insurance proceeds are insufficient to effect the necessary repair or restoration of the Common Areas, such deficiency shall be charged against all Owners as a common expense. The proceeds of assessments for such common expenses shall be paid by the Board directly to the Vendor making the repairs and restoration.

(c) Payments by Others - Any other funds received on account of or arising out of injury or damage to the buildings, etc. shall be administered directly by the Board.

ARTICLE XII

AMENDMENTS TO BY-LAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, unless notice is waived, the Corporation shall provide seven (7) days written notice to the directors that the amendment will be voted upon at the meeting, and the notice must state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment of the Bylaws, and the notice shall also contain or be accompanied by a copy or a summary of the amendment or state the general nature of the amendment. Any amendment must be approved by a majority of the Directors in office at the time the amendment is adopted.

ARTICLE XIII

CONFLICTS

In case any of these By-Laws are in conflict with the provisions of any statutes, the Articles or the Declaration as the case may be, the statutes, Articles, Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

SECTION 1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

SECTION 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provisions thereof.

SECTION 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

SECTION 4. Waiver. No restriction, condition, obligation, or provisions contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which occur.

SECTION 5. Attorney Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this instrument or any provisions thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorney fees in such amount as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

BILL OF ASSURANCE

DEERBERRY NEIGHBORHOOD IN BRODIE CREEK COMMUNITY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, WILSON DEVELOPMENT, LLC, an Arkansas limited liability company (hereinafter called "Developer") is the owner of the following property:

PART OF THE SE 1/4 SE 1/4 OF SECTION 8 AND PART OF THE SW 1/4 SW 1/4 OF SECTION 9, T-1-N, R-13-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SE CORNER OF THE SE 1/4 OF SECTION 8, T-1-N, R-13-W; THENCE N89°06'49"W ALONG THE SOUTH LINE OF THE SE 1/4 839.39'; THENCE N 02°25'07" W 145.48'; THENCE N13°46'35"W 82.11' TO A POINT ON THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 25°56'04" AND A RADIUS OF 610.00'); THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT TO A POINT WHICH IS N03°00'41"W 273.76' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE N09°59'43"E 50.0' TO A POINT ON THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 28°16'59" AND A RADIUS OF 612.0'); THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT TO A POINT WHICH IS N28°46'34"E 299.05' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE N45°43'38"E 60.0' TO A POINT ON THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 29°06'25" AND A RADIUS OF 620.0'); THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT TO A POINT WHICH IS N62°53'00"E 311.59' FROM THE PREVIOUSLY DESCRIBED POINT ; THENCE N71°36'22"E 234.77'; THENCE S84°12'59"E 194.82'; THENCE N00°33'22"E 90.18'; THENCE S87°43'20"E 1013.89'; THENCE S02°16'40"W 393.63'; THENCE S27°44'26"W 433.09'; THENCE S53°32'57"E 240.27' TO A POINT ON THE WEST R/W LINE OF BOWMAN ROAD (SAID POINT ALSO BEING ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°17'02" AND A RADIUS OF 435.72'); THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE LEFT TO A POINT WHICH IS S33°26'14"W 110.15' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE CONTINUE ALONG THE

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ARC OF SAID CURVE TO THE LEFT TO A POINT ON THE SOUTH LINE OF THE SW $\frac{1}{2}$ SW $\frac{1}{2}$ OF SECTION 9 WHICH IS S16°47'43"W 142.03' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE N87°41'28"W ALONG THE SOUTH LINE OF THE SW $\frac{1}{2}$ SW $\frac{1}{2}$ OF SECTION 9 429.78'; THENCE N01°10'47"E 330.13'; THENCE N87°43'20"W 473.01'; TO A POINT ON THE WEST LINE OF SAID SW $\frac{1}{2}$ SW $\frac{1}{2}$; THENCE S00°32'58"W ALONG THE WEST LINE OF SAID SW $\frac{1}{2}$ SW $\frac{1}{2}$ 329.97' TO THE POINT OF BEGINNING, CONTAINING 40.56 ACRES, MORE OR LESS.

shown on the plat, hereinafter mentioned, as Lots 1-21, 69-131, 143-146 and Tracts A, B, C, and D, Brodie Creek Community, an Addition to the City of Little Rock, Arkansas (the "Deerberry Neighborhood"); and

WHEREAS, the Deerberry Neighborhood is part of the community known as the Brodie Creek Community and is subject to those certain Covenants and Restrictions filed 9-24-96 in the office of the Circuit Clerk of Pulaski County as Instrument No. 96 66834 (the "Covenants and Restrictions"); and

WHEREAS, Developer has caused to be incorporated Brodie Creek Property Owners Association, Inc. for the purpose of administering the maintenance of the common area and amenities in Brodie Creek; and

WHEREAS, all owners of lots within the Deerberry Neighborhood will be members of Brodie Creek Property Owners Association, Inc. as provided for in the Covenants and Restrictions; and

WHEREAS, it is deemed advisable that all of the property shown on the plat hereinafter mentioned, be subdivided into building lots, tracts and streets as shown on the plat filed herewith, and that said property be held, owned and conveyed subject to the protective covenants herein contained, in order to enhance the value of the Deerberry Neighborhood.

NOW THEREFORE, Developer, for and in consideration of the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value, has caused to be made a plat, showing a survey made by Patrick McGetrick, Registered Land Surveyor dated _____, and bearing a Certificate of Approval executed by the Department of Comprehensive Planning of the City of Little Rock, and showing the boundaries and dimensions of the property now being subdivided into lots, tracts and streets (the "Plat").

Developer hereby donates and dedicates to the public an easement of way on, over and under the streets on said plat to be

used as public streets. In addition to the said streets, there are shown on said plat certain easements for drainage access and/or utilities which Developer hereby donates and dedicates to and for the use of public utilities, the same being, without limiting the generality of the foregoing, electric power, gas, telephone, water, sewer and cable television with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utilities to use and occupy such easements, and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

The areas designated on the Plat as Tracts A, B, C, and D are hereby donated and dedicated by Developer to the owners of lots within the Brodie Creek Community with the right to use these areas for utility, drainage, buffer, park and aesthetic purposes. The areas shown on the Plat as alleys are hereby donated and dedicated by Developer to the owners of lots within Brodie Creek Community with the right to use the alleys for ingress and egress to the lots serviced by same. Brodie Creek Property Owners Association, Inc. shall maintain such areas and improvements at its sole cost. Additionally, Developer hereby grants to the public utilities the right to use these areas for utility and drainage easements provided such improvements are maintained by said public utilities. No improvements shall be placed on the areas designated as Tracts A, B, C, and D other than improvements for those designated purposes, unless first approved by the appropriate agencies of the City of Little Rock, Brodie Creek Property Owners Association, Inc. and the Town Architect as provided for in the Covenants and Restrictions and By-Laws of Brodie Creek Property Owners Association, Inc.

The filing of this Bill of Assurance and Plat for record in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County shall be a valid and complete delivery and dedication of the streets and easements subject to the limitations herein set out.

The lands embraced in the Plat shall be forever known as "Lots 1-21, 69-131 and 143-146, and Tracts A, B, C, and D, Brodie Creek Community, an Addition to the City of Little Rock, Arkansas" and any and every deed of conveyance of any lot in the Deerberry Neighborhood describing the same by the number shown on said Plat shall always be deemed a sufficient description thereof.

Said lands herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants:

1. Additions to Deerberry Neighborhood. Additional lands of Developer may become subject to this Bill of Assurance and added to Deerberry Neighborhood in the following manner: Developer shall have the right but not the obligation to bring within the Deerberry

Neighborhood additional properties, regardless of whether or not said properties are presently owned by Developer, as future phases of the Deerberry Neighborhood, provided that such additions are in accord with the conceptual plan of development for the Deerberry Neighborhood (the Conceptual Plan") which has been prepared prior to the date of this Bill of Assurance and prior to the sale of any lot in the Deerberry Neighborhood and is maintained in the office of Developer and provided such proposed additions, if made, become subject to assessments of the Brodie Creek Property Owners Association, Inc. for their share of expenses. UNDER NO CIRCUMSTANCES shall this Bill of Assurance or any supplement or the Conceptual Plan bind Developer to make the proposed additions or to adhere to the Conceptual Plan or any subsequent development plan shown on the Conceptual Plan. Nor shall Developer be precluded from conveying lands in the Conceptual Plan not subject to this Bill of Assurance or any supplement free and clear of this Bill of Assurance or any supplement thereto. Any additional phases added to the Deerberry Neighborhood shall be made by filing of record a supplemental Bill of Assurance with respect to the additional property and shall extend the covenants and restrictions of this Bill of Assurance to said additional property and the owners, including Developer, of lots in those additions shall immediately be entitled to all rights and privileges provided in this Bill of Assurance. The Supplemental Bill of Assurance may contain such complimentary additions and modifications of the provisions of this Bill of Assurance necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Bill of Assurance. In no event, however, shall such supplement, revoke, modify or add to the covenants established by this Bill of Assurance as to the property herein described. No entity, other than Developer, shall have the right to subject additional lands to the Deerberry Neighborhood unless Developer shall indicate in writing that such additional lands may be included.

2. Architectural Control. No improvement shall be constructed or maintained upon any lot and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless approved by the Town Architect or Community Design Committee as provided for in the Covenants and Restrictions.

3. Use of Land. The land herein platted shall be held, owned and used only as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than a single detached single-family residence.

4. Common Amenities. The areas designated on the Plat as Tracts A, B, C, and D and the alleys and all improvements thereon, including but not limited to, all walls, lighting, irrigation and landscaped areas shall be maintained by the Brodie Creek Property

Owners Association, Inc. except for public utility improvements which are maintained by such public utilities.

5. Delegation of Authority. Developer has caused the formation of the Brodie Creek Property Owners Association, Inc., a nonprofit corporation. Developer shall have the right, but not the obligation, by a written instrument recorded in the Office of the Recorder for Pulaski County, Arkansas, to delegate, convey and transfer to such corporation all authority, rights, privileges and duties reserved by Developer in this Bill of Assurance.

6. Creation of Obligation for Assessments. By acceptance of a deed or other conveyance of property covered by this Bill of Assurance, each owner of a lot within Deerberry Neighborhood shall be deemed to covenant and agree to pay any assessments, charges and/or special assessments which may hereinafter be levied by the Brodie Creek Property Owners Association, Inc. for the purpose of promoting the recreation, health, safety and welfare of the owners within the Brodie Creek Community, in particular for the acquisition, servicing, improvement and maintenance of common properties and facilities which may be hereafter dedicated for use by Developer or otherwise acquired by the Brodie Creek Property Owners Association, Inc., which amount together with interest, costs of collection and a reasonable attorney's fee, shall be a continuing lien upon the lot.

7. Height and Type of Residence. The residences in Deerberry Neighborhood shall be of compatible size and architectural style so as to create a neighborhood of architectural continuity. All construction shall be approved by the Town Architect, as further provided for in paragraph 2 of this Bill of Assurance. No residence shall be erected, altered, placed or permitted to remain on any lot in the Deerberry Neighborhood other than one detached single-family residence not to exceed three stories in height.

8. Setback Requirements. No residence shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the Plat; provided, such setback requirements may be modified if such modification is approved by the Town Architect, and any necessary agency of the City of Little Rock including, if required, the Little Rock Planning Commission or the Little Rock Board of Adjustment, and such other regulatory agency as may succeed to their functions. No building shall be located on any lot nearer than a distance of five (5) feet to the rear lot line. For the purposes of this covenant, eaves, steps and porches not under roof shall not be considered as a part of the building.

9. Frontage of Residence on Streets. Any residence erected on any lot in the Deerberry Neighborhood shall front or present a

good frontage on the streets designated in the Plat, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated, and on any corner lot it shall mean that the residence shall front or present a good frontage on both of the streets designated in the Plat.

10. Commercial Structures. No building or structure of any type, except for any structure used by the Developer as a sales center, may ever be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot. This prohibition shall not apply to any business or structure that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to the Deerberry Neighborhood.

11. Outbuildings Prohibited. No outbuildings or other detached structure appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Town Architect.

12. Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any garbage, trash, rubbish, tree limbs, pine straw, leaves or cuttings, ashes or other refuse be thrown, placed or dumped upon any vacant lot, street, road or common areas, nor on any site unless placed in a container suitable for garbage pickup; nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

13. Oil and Mineral Operations. No oil drilling, oil development operating, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

14. Cesspool. No leaching cesspool shall ever be constructed or used on any lot.

15. Existing Structure. No existing, erected building or structure of any sort may be moved onto or placed on any of the above-described lots.

16. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding other than a guest house and servants quarters erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

17. Easements for Public Utilities and Drainage. Easements for the installation, maintenance, repair and replacement of utility services, sewer and drainage have heretofore been donated and dedicated, said easements being of various widths, reference being hereby made to the Plat filed herewith for a more specific description of width and location thereof. No trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be grown, built or maintained within the area of such utility or drainage easement. In the event any trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be grown, built or maintained within the area of such easement, no person, firm or corporation engaged in supplying public utility services shall be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

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

19. Driveway Obstructions. No obstruction shall be placed in the street gutter. Curbs shall be saw cut at driveways with a diamond blade, and driveway grades lowered to meet the gutterline not more than two inches above the gutter grade.

20. Ground Frontage. For a term of twenty (20) years from the date hereof (i) no lot shall be subdivided nor shall any one or more lots be replatted into a single lot and (ii) no owner shall purchase multiple lots and build a single residence on such lots unless the written consent of Developer has been given and filed of record in Pulaski County, Arkansas.

21. Right to Enforce. The restrictions herein set forth shall run with the land and shall bind the present owner, its successors and assigns. All parties claiming by, through or under the present owner shall be taken to covenant with the owner of the lots hereby restricted, and its successors and assigns, to conform to and observe these restrictions. No restriction herein shall be personally binding upon any corporation, person or persons, except with respect to breaches committed during its, his or their term of holding title to said land. Developer, its successors and assigns, and also the owner or owners of any of the lots hereby restricted 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 the restrictions above set forth, in addition to ordinary legal action for damages and failure by any owner or owners of any lot or lots in this addition to observe any of the

EXHIBIT A

PART OF THE SE¼ SE¼ OF SECTION 8 AND PART OF THE SW¼ SW¼ OF SECTION 9, T-1-N, R-13-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SE CORNER OF THE SE¼ OF SECTION 8, T-1-N, R-13-W; THENCE N89°06'49"W ALONG THE SOUTH LINE OF THE SE¼ 839.39'; THENCE N 02°25'07" W 145.48'; THENCE N13°46'35"W 82.11' TO A POINT ON THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 25°56'04" AND A RADIUS OF 610.00'); THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT TO A POINT WHICH IS N03°00'41"W 273.76' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE N09°59'43"E 50.0' TO A POINT ON THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 28°16'59" AND A RADIUS OF 612.0'); THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT TO A POINT WHICH IS N28°46'34"E 299.05' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE N45°43'38"E 60.0' TO A POINT ON THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 29°06'25" AND A RADIUS OF 620.0'); THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT TO A POINT WHICH IS N62°53'00"E 311.59' FROM THE PREVIOUSLY DESCRIBED POINT ; THENCE N71°36'22"E 234.77'; THENCE S84°12'59"E 194.82'; THENCE N00°33'22"E 90.18'; THENCE S87°43'20"E 1013.89'; THENCE S02°16'40"W 393.63'; THENCE S27°44'26"W 433.09'; THENCE S53°32'57"E 240.27' TO A POINT ON THE WEST R/W LINE OF BOWMAN ROAD (SAID POINT ALSO BEING ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°17'02" AND A RADIUS OF 435.72'); THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE LEFT TO A POINT WHICH IS S33°26'14"W 110.15' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE CONTINUE ALONG THE ARC OF SAID CURVE TO THE LEFT TO A POINT ON THE SOUTH LINE OF THE SW¼ SW¼ OF SECTION 9 WHICH IS S16°47'43"W 142.03' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE N87°41'28"W ALONG THE SOUTH LINE OF THE SW¼ SW¼ OF SECTION 9 429.78'; THENCE N01°10'47"E 330.13'; THENCE N87°43'20"W 473.01'; TO A POINT ON THE WEST LINE OF SAID SW¼ SW¼; THENCE S00°32'58"W ALONG THE WEST LINE OF SAID SW¼ SW¼ 329.97' TO THE POINT OF BEGINNING, CONTAINING 40.56 ACRES, MORE OR LESS.