

AMENDED

FILED FOR RECORD

SECOND AMENDED BILL OF  
ASSURANCE AND PROTECTIVE COVENANTS

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KNOW ALL MEN BY THESE PRESENTS:

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K. HARNESS

This Second Amended Bill of Assurance and Protective Covenants is entered into by Barrington Parke Subdivision, Inc., an Arkansas nonprofit corporation ("Association").

WITNESSETH

WHEREAS, we the undersigned constitute the Association and the consenting owners of the real property situated in Washington County, Arkansas, which has been platted as the Barrington Parke Subdivision and is more particularly described in Exhibit "A", which is attached hereto and by this reference is made a part hereof;

AND, WHEREAS, the Association and the Owners will convey the above described real property subject to certain covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

AND, WHEREAS, the easements, restrictions, covenants, conditions, reservations, liens, and charges shall apply to all Lots and Common Areas within Barrington Parke Subdivision.

AND, WHEREAS, the easements, restrictions, covenants, conditions, reservations, liens, and charges are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property,

AND, WHEREAS, the easements, restrictions, covenants, conditions, reservations, liens, and charges have been agreed to and ratified by the Owners.

AND, WHEREAS, the Association and the Owners hereby declare that all of the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, liens, and charges. These easements, restrictions, covenants, conditions, reservations, liens, and charges shall run with said real property and shall be binding on all parties having or acquiring any right, title or interest in said property, or any part thereof, and shall inure to the benefits of each owner thereof.

AND, WHEREAS, the Association and the Owners further declare that these easements, restrictions, covenants, conditions, reservations, liens, and charges shall amend the Bill of Assurances and Protective Covenants for Barrington Parke, A Subdivision of Fayetteville, Arkansas, filed of record April 21, 1994 as Document Number 94024211 in the land records of the Circuit Clerk and Ex-Officio Recorder of Washington

County, Arkansas; the Amendment to Bill of Assurances and Protective Covenants for Barrington Parke, A Subdivision of Fayetteville, Arkansas, filed of record July 2, 1996 as Document Number 962005 in the land records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas; and the First Amended Bill of Assurance and Protective Covenants for Barrington Parke, A Subdivision of Fayetteville, Arkansas, filed of record February 4, 1999 as Document Number 9910907 in the land records of the Circuit Clerk and Ex-officio Recorder of Washington County, Arkansas.

NOW, THEREFORE, in consideration of the above premises, the mutual and independent promises made by the parties, and other good and valuable consideration, the parties agree as follows:

### ARTICLE I DEFINITIONS

The following terms as used in this Second Amended Bill of Assurance and Protective Covenants are defined as follows:

1. Association. "Association" shall mean and refer to the Barrington Parke Subdivision, Inc., an Arkansas nonprofit corporation, which shall govern property subject to this Declaration.

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

3. By-Laws. "By-Laws" shall mean and refer to the By-Laws of the Association.

4. Common Areas. "Common Areas" shall mean and refer to the areas within the Barrington Parke Subdivision which have been conveyed to the Association by Warranty Deed and which are described in Exhibit "D" hereto, together with all improvements which are or may hereafter be situated thereon.

5. Common Expenses. "Common Expenses" shall mean and include:

a. All expenses incident to the administration, maintenance, repair, and replacement of the Common Areas and payment of insurance premiums, after excluding any and all expenses which are the responsibility of an Owner;

b. Expenses determined by the Association to be Common Expenses;  
and

c. Assessments assessed to each Lot by the Association.

6. Covenants Compliance Committee. "Covenants Compliance Committee" shall mean and refer to the committee vested with the authority to grant or deny approval for placement of improvements upon any Lot, subject to appeal to the Board, and to authorize and implement maintenance consistent with the development plan as set forth in Article II of this Declaration.

7. Declaration. "Declaration" shall mean and refer to this Second Amended Bill of Assurance and Protective Covenants.

8. Developer. "Developer" shall mean and refer to Ben Caston, Sr., Ben Caston, Jr., and Ben Caston Construction, Inc.

9. Director. "Director" shall mean and refer to a member of the Board.

10. Improvements. "Improvements" shall mean and refer to all buildings, including residential dwellings, outbuildings, streets, roads, driveways, parking areas, fences, retaining walls, other types of walls, hedges, poles, satellite dishes, antennae, and any other structure of any kind.

11. Lot. "Lot" shall mean and refer to any named, numbered tract shown on the Plat, together with any Improvements thereon. A listing of the Lots is set forth in Exhibit "B" hereto.

12. Lot Owner Agreement. "Lot Owner Agreement" shall mean and refer to the Agreement between the Association and the Owner wherein the Owner has agreed to and consented to be bound by and to comply with this Declaration. Each executed Lot Owner Agreement shall be filed of record in the land records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. The form of the Lot Owner Agreement is attached as Exhibit "C" hereto.

13. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot and who have executed and delivered a Lot Owner Agreement.

14. Owners and Ownership. "Owners" and "Ownership" shall mean and refer to the body of all Owners who have executed and delivered a Lot Owner Agreement.

15. Plat. "Plat" shall mean and refer collectively to the Final Plat, Barrington Parke, Phase I and the Final Plat, Barrington Parke, Phase II, and amendments thereto, as recorded in the records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

16. Subdivision. "Subdivision" shall mean and refer to the Barrington Parke Subdivision to the City of Fayetteville, Arkansas, as set forth on the Plat thereof.

17. Annual Assessments. "Annual Assessments" shall mean and refer to the assessments made upon the Owners by the Association pursuant to the provisions of Section 2, Article VI of this Declaration.

18. Special Assessments. "Special Assessments" shall mean and refer to the assessments made upon the Owners by the Association pursuant to the provisions of Section 3, Article VI of this Declaration.

## ARTICLE II COVENANTS COMPLIANCE COMMITTEE

1. Committee Powers. An Covenants Compliance Committee is hereby created to control construction on and maintenance of Improvements on Lots within the Subdivision. All improvements constructed or placed on any Lot, except improvements constructed by the Association, must first have the written approval of the Covenants Compliance Committee. Such approval shall be granted only after written application has been made to the Covenants Compliance Committee.

2. Committee Membership. The Covenants Compliance Committee shall be composed of three (3) members, appointed by the Board. Covenants Compliance Committee members shall be subject to removal by the Board at any time and any vacancies from time to time existing shall be filled by appointment by the Board, or in the event of the Board's failure to do so within two (2) months after any such vacancy, then by the Ownership at any annual or special meeting of the Ownership.

3. Application. No work shall commence on any Lot until an application and plans are filed with the Covenants Compliance Committee. The Covenants Compliance Committee shall have seven (7) business days in which to review the application and plans and render a written report approving, approving with conditions, or disapproving such application and plans.

a. Submissions. Construction which must be submitted to the Covenants Compliance Committee includes, but is not limited to:

- i. New residence construction;
- ii. Additions to existing structures;
- iii. Fences;
- iv. Outbuildings; and
- v. Swimming pools, hot tubs, decks, and gazebos.

b. Initial Application. Two sets of plans shall be submitted to the Covenants Compliance Committee for review. Plan approval shall be valid for a period of one hundred eighty (180) days. If construction has not commenced within such period, the plans must be resubmitted to the Covenants Compliance Committee for review and redetermination. The plans shall include the following information:

i. A site plan showing structure location on the Lot, setbacks, driveways, finished floor elevation, and finished grade elevations around the perimeter of the structure and driveway, drainage, and proposed landscaping.

ii. Floor plans, including interior and exterior dimensions.

iii. Elevations showing front, back, and each side.

iv. A cross section of a typical wall must show as much detail as possible and include a basic list of all construction material.

v. Other drawings as the Covenants Compliance Committee deems necessary.

vi. Samples of all exterior finishes and colors shall be provided if requested by the Covenants Compliance Committee.

vii. Soil, engineering, and geological reports as the Covenants Compliance Committee deems necessary.

c. Changes to Plans. Amendments or alterations to construction plans must be submitted to the Covenants Compliance Committee for approval, including any changes to the exterior appearance of the structure, decking, color scheme, shutters, and awnings.

d. Additional Requirements.

i. Finished grading shall be performed in such manner that all surface water flows away from the Lot. The Owner of a Lot shall be responsible for controlling runoff onto adjoining Lots through contouring of the land or the installation of adequate drainage structures. The Covenants Compliance Committee may require a finished grading plan with contours indicating runoff direction and the design of any drainage structure incorporated into the drainage scheme.

ii. All concrete, concrete block, or cinder block foundation walls must be concealed from view with brick, rock, or weather resistant material.

The material used must be harmonious with the overall appearance of the structure and the Subdivision.

iii. Approval by the Covenants Compliance Committee must be granted for the installation of through-the-wall air conditioner/heating units (also known as "package units"). If such approval is granted, the Covenants Compliance Committee shall designate the type of material to be used to conceal the package unit from view and to insure that the installation and concealment is in harmony with the structure and the Subdivision.

iv. All window coverings must be a color which complements the exterior design and color of the structure.

v. The Covenants Compliance Committee has the right to inspect all construction while the construction is in progress.

vi. Each Owner shall be responsible for the exterior landscaping and appearance. Each Owner shall provide for routine mowing of their Lot and trimming of shrubbery during the growing season. Lawns must be maintained with a sod like appearance. The Covenants Compliance Committee has the power and right to assess mowing fees through the Association if an Owner should fail to maintain their lawn through mowing.

vii. Each Owner shall keep the Improvements on their Lot painted and repainted as the need arises. Each Owner shall properly maintain the roof on each Improvement. The decision of the Covenants Compliance Committee shall be final as to the need for repainting or reroofing an Improvement.

4. Grounds for Disapproval. The Covenants Compliance Committee may disapprove any application:

a. If such application does not comply with this Declaration;

b. Reasonable dissatisfaction of the Covenants Compliance Committee with grading plans, location of the proposed improvements on a lot or parcel, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height, or type of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or

c. If, in the judgment of a majority of the Covenants Compliance Committee reasonably exercised, the proposed improvement will be inharmonious with the Subdivision, or with the Improvements erected on other Lots.

5. Rules and Regulations: The Covenants Compliance Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures. The Covenants Compliance Committee can reasonably require all Owners to maintain their Lot to a minimum standard. This standard shall be in accord with the overall Subdivision scheme of development and shall be established and modified periodically as required at the sole discretion of the Covenants Compliance Committee. Any such action taken shall be to protect or enhance the integrity and character of the Subdivision. If any Owner fails to abide by these minimum standards, the Covenants Compliance Committee is specifically vested with the authority to cause the required maintenance to be performed and to assess the Owner for the cost of any such maintenance through the Association.

6. Variances. The Covenants Compliance Committee may grant reasonable variances or adjustments from the provisions in this Declaration where the granting thereof will not be materially detrimental or injurious to Owners of other Lots.

7. Certification of Compliance. At any time prior to completion of construction of any improvement, the Covenants Compliance Committee may require a certification, upon such form as it shall furnish, from the contractor, owner, or a licensed surveyor that such improvement does not violate any set-back, ordinance, or statute nor encroach upon any easement or right-of-way of record.

8. Administrative Fees: Upon approval by the Board, as a means of defraying its reasonable out-of-pocket expenses, the Covenants Compliance Committee may institute and require a reasonable filing fee to accompany the submission of plans and specifications. Such filing fee shall not be more than one-fourth (1/4) of one percent (1%) of the estimated cost of the proposed improvement subject to a minimum fee of \$25.00 and shall be paid to the Treasurer of the Association. No additional fee shall be required for resubmissions.

9. Liability. Notwithstanding the approval by the Covenants Compliance Committee of plans and specifications or its inspection of the work in progress, neither it, the Association, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Covenants Compliance Committee, nor for any defects in any work done pursuant thereto. Each Owner submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

10. Appeals. Any Owner shall have the right to appeal to the Board any decision of the Covenants Compliance Committee within thirty (30) days after notice of such decision. Such appeal shall be taken by filing a written petition with the President or the Secretary of the Association setting forth the proposed plans or action, the decision of the Covenants Compliance Committee, and the reasons why the Owner believes the proposed plans or action is permissible. The Board shall call a special meeting to hear the appeal



within seven (7) days after the Owner has filed his written petition. The actions of the Board in the exercise of its discretion by its approval or disapproval of such proposed plans or action, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

11. Enforcement of Assessments. The Covenants Compliance Committee shall be vested with the authority to administer and enforce any Assessments, whether Annual or Special and any lien that may attach to a Lot from the failure to pay such Assessment.

12. City Requirements. Compliance with this Declaration and the requirements of the Covenants Compliance Committee or the Board is not a substitute for Compliance with the building, zoning, and subdivision regulations of the City of Fayetteville, Arkansas and Washington County, Arkansas. Each Owner is responsible for obtaining all approvals, licenses, and permits as may be required prior to commencing construction of any improvement.

### ARTICLE III BARRINGTON PARKE SUBDIVISION, INC.

1. General. The Association is an Arkansas nonprofit corporation. The Association shall be responsible for sign maintenance, Covenants Compliance, and maintenance of various other facilities and properties owned or leased and operated by it, which facilities and properties shall be operated for the benefit of all Owners and purchasers in the Subdivision.

2. Membership. Each Owner shall, by reason of ownership of a Lot and by execution of a Lot Owner Agreement, be a member of the Association. Membership in the Association shall be effective upon the filing of the Lot Owner Agreement in the land records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. No other members of the Association shall be allowed.

3. Voting Rights. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall have one class of voting membership. All Owners shall be entitled to one vote for each Lot and in no event shall more than one vote be cast with respect to any Lot. The vote for each Lot shall be exercised as the owners of each Lot determine among themselves, and in the event of disagreement between such owners of a Lot, the Association shall recognize the vote of the first person named on the deed to the Lot.

### ARTICLE IV PROPERTY RIGHTS

1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Areas and all improvements constructed thereon,



subject to the rules and regulations as promulgated by the Board and the By-Laws of the Association. This right shall be appurtenant to and shall pass with the title to every Lot within the Subdivision and every acre owned within the Subdivision not platted of record.

2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment of the Common Areas.

3. Title to the Common Areas. Fee simple title to all Common Areas shall be vested in the Association. Such fee simple title may be subject to a first mortgage.

4. Use of Common Areas. No owner of a Lot may participate in the Association or shall have a right and easement to use and enjoy the Common Areas and all improvements constructed thereon until such time as the owner of the Lot executes and delivers a Lot Owner Agreement to the Association. Nothing herein shall limit or restrict an Owner's right and easement to use and enjoy the Common Areas and all improvements thereon if such Owner has not executed and delivered a Lot Owner Agreement to the Association if such Owner's predecessor in title executed and delivered a Lot Owner Agreement to the Association and there are no delinquent Annual or Special Assessments.

5. Disclaimer of Liability. Each Owner shall be bound by the rules and regulations governing the use of the Common Areas as promulgated by the Board and acknowledges that the Owner, members of Owner's family, his guests, and licensees, shall use the Common Areas according to such rules. Each Owner shall indemnify and hold the Association harmless from any claims or losses arising from the use of the Common Areas by the Owner, members of Owner's family, his guests, or his licensees. Each Owner shall be responsible for damages to the Common Areas committed by the Owner, members of Owner's family, his guests, or his licensees and such Owner shall reimburse the Association for any such damages upon demand by the Association or the Board.

## ARTICLE V EASEMENTS

1. Reservations. The following easements over each Lot and the right to ingress or egress to the extent reasonably necessary to exercise such easements, are reserved to the Association and its licensees:

a. Utilities. An easement over, under, and through each Lot for the installation, maintenance, and operation of utilities, including radio and television transmission cable, and the accessory right to locate guy wires, braces, or anchors, or to cut, trim or remove trees and plantings wherever necessary upon such Lot in connection with such installation, maintenance, and operation.

b. Slope and Drainage. A twenty-five (25) foot wide easement running outside and coincident with street right-of-way lines for the purpose of cutting, filling, drainage, and maintenance of slopes and drainage courses. This easement shall only be reserved over Lots designated as Common Areas, and shall not run over or through Lots owned by the Owners. The Association and its licensees further reserve the right to cause or permit drainage of surface water over and/or through all Lots.

c. Access. An easement over and through the Common Areas, reserved in favor of the Association and all present and future Owners, their families, licensees, and guests, for access to and from their respective Lots and parking areas.

d. Other Easements. Any other easements shown on the Plat.

e. Use and Maintenance by Owners. The areas of any Lots affected by the easements reserved herein shall be maintained continuously by the Owner of each such Lot. Improvements within such areas shall be maintained by the Owner except those for which the Association, a public authority, or a utility company is responsible.

2. Liability for Use of Easements. No Owner shall have any claim or cause of action against the Association or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the plat except in cases of willful or wanton misconduct.

## ARTICLE VI COVENANT IN ASSESSMENTS

1. Creation of Lien. The Annual and Special Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them.

2. Annual Assessment. Beginning on March 1, 1999, the Annual Assessment shall be Two Hundred Dollars (\$200.00). The Board shall adjust the amount of the Annual Assessment each year based upon the budget approved by the Board for the subsequent year.

3. Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair, or replacement of any capital improvement upon the Common Areas, including fixtures and personal property.

4. Association's Obligation for Assessments. The Association shall not be liable for any charge or assessment, whether annual or special, with respect to any Lot owned by the Association until or unless the Association's tenant or agent occupies said Lot and then only as to such Lot occupied by a tenant or agent of the Association.

5. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots subject to assessment and may be collected on a yearly basis. The Board may require that Annual and Special Assessments be paid to the Association in installments on a monthly, quarterly, or semi-annual basis.

6. Payment of Assessments. All Assessments shall be paid to the Treasurer of the Association.

7. Annual Assessments Due Dates. The Annual and Special Assessments provided for herein shall commence as to all Lots subject to such assessment on the first day of March, 1999. Notice of the Annual Assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. The first Annual Assessment shall be adjusted Common Expenses of the Subdivision and such other assessments, as are specifically provided for in this Declaration. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration. Common Expenses shall not be assessed against Lots owned by the Association. Annual and Special Assessments shall be due and payable on March 1 of each year or other dates fixed by a resolution of the Board.

8. Delinquent Assessments. Any Assessments which are not paid when due shall be delinquent, and shall constitute a lien on the Lot against which the Assessment is made. Assessments that are unpaid for more than ten (10) days after the due date shall bear interest at the highest legal rate authorized under law from the due date until paid, and at the sole discretion of the Board, a late charge of Twenty-five Dollars (\$25.00) may be imposed. The Association shall have a lien on each Lot for unpaid assessments and interest thereon. When an Assessment has been delinquent for more than ten (10) days, the Secretary of the Association, upon direction by the Board, shall file a "Notice of Assessment" with the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and shall deliver a copy of such Notice, either by mail or in person, to the Owner. The Notice of Assessment shall be on a form prescribed by the Board and shall contain the Owner's name, address of the Lot, legal description of the Lot, the period for which the Assessment is delinquent, and the amount of the delinquent Assessment. When such Assessment is paid, the Secretary of the Association shall file a release of the lien with the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas within ten (10) days after payment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot. Assessment liens shall continue for a period of two (2) years from the date upon

which an Assessment becomes delinquent; provided that if, within such period, proceedings shall have been instituted to enforce such lien in any court in Washington County, Arkansas, having jurisdiction in suits for the enforcement of liens, such lien shall continue until the termination of the proceeding and until the sale of such Lot under execution of the judgment establishing it. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Owner and secured by such lien. The Board may take such action or enforce and foreclose its lien, and may settle and compromise the same if deemed in its best interest. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due, as provided herein and covered by the lien enforced. Any person who acquires an interest in a Lot, except through foreclosure of a first mortgage of record, including without limitation, persons acquiring title by operation of law and purchasers at judicial sales, shall not be entitled to occupancy of the Lot or enjoyment of the Common Areas until such time as all unpaid assessments due and owing from the former Owner have been paid.

9. Subordination of the Lien to Mortgages. The lien of the Assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VII FURTHER RESTRICTIONS

1. Residential Purposes. All Lots, except for the Common Areas, shall be used only and exclusively for single family residential purposes.

2. Building Height. No Improvement shall be constructed on any Lot that exceeds two (2) stories in height without the express written approval of the Covenants Compliance Committee.

3. Building Size. No Improvement used as a residential dwelling shall be constructed on any Lot which shall have less than 2,000 square feet of heated living area, exclusive of garages, porches, and decks.

4. Exterior. No Improvement shall be constructed on any Lot which has exposed or painted concrete, concrete blocks, cinder blocks, or equivalents on the exterior of such Improvement.

5. Setbacks. All Improvements, exclusive of fences, retaining walls, other types of walls, and hedges, shall be no closer than forty-nine and one-half (49.50) feet from the curb and sixty-five (65) feet from the center of the street fronting the Lot. All Improvements, exclusive of fences, retaining walls, other types of walls, and hedges, on Lots located on a corner shall be no closer than thirty-two (32) feet from the curb of the street on the side of the Lot. All Improvements, exclusive of fences, retaining walls, other types of walls, and hedges, shall have a minimum side setback of twelve (12) feet and a minimum setback of twenty-five (25) feet from the rear of the Lot.

6. Garages. Each Improvement used as a residential dwelling shall have a garage which can house a minimum of two (2) automobiles, with an entry from the side or rear of the residential dwelling. Each garage shall be connected to the public street with a paved surface driveway made of concrete (or asphalt as to Lot Owners who may constructed improvements to their Lots prior to the date of this Second Amended Bill of Assurance and Protective Covenants. No detached garage shall be permitted without the express written approval of the Covenants Compliance Committee. No carports shall be permitted.

7. Inoperative Vehicles. No inoperative vehicles shall be permitted to remain upon any Lot within the Subdivision for a period in excess of twenty-four (24) hours. No disabled or inoperative vehicles shall be permitted upon a street except for such period of time as may be necessary for a wrecker to remove the disabled or inoperative vehicle.

8. Parking of Recreational Vehicles. No recreational vehicles, boats, or trailers shall be permitted to remain parked or located between the front building line of any Improvement used as a residential dwelling on any Lot and the front property line of such Lot.

9. Street Parking. No automobiles, trucks, motorcycles, boats, trailers, or any type of vehicle may be parked on a public street within the Subdivision. No automobiles, trucks, motorcycles, boats, trailers, or any type of vehicle can be parked off of the paved driving surface on any Lot for any extended period of time. The Covenants Compliance Committee shall establish, by regulation, the maximum period of time for which automobiles, trucks, motorcycles, boats, trailers, or any type of vehicle may be parked off the paved driving surface on any Lot.

10. All Terrain Vehicles. All terrain vehicles ("ATV") may only be driven on the Lot owned by the Owner of such vehicle. All terrain vehicles may not use the streets of the Subdivision at any time.

11. Permanent Structures. No outbuildings, storage sheds, or other structures or improvements shall be permitted on any Lot if such outbuildings, storage sheds, or other structures or improvements materially detract from the appearance of the Subdivision. Prior written approval must be granted by the Covenants Compliance Committee before

any outbuilding, storage shed, or other structure or improvement may be erected or constructed.

12. Temporary Structures. No structure of a temporary nature, trailer, mobile home, manufactured house, tent, shack, barn, or other outbuilding shall be erected, used, or allowed on any Lot at any time for use as a residence or for storage, either temporarily or permanently, unless prior written approval is granted by the Covenants Compliance Committee.

13. Storage. All personal property or possessions on a Lot must be stored within the Improvements on such Lot or in areas designated for such purposes by the Covenants Compliance Committee. No Owner shall store personal property or possessions in the area between the front building line of any Improvement used as a residential dwelling and the front property line of any Lot.

14. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Dogs, cats, and other household pets ("Domestic Animals") may be kept provided that such pets are not raised, bred, or kept for commercial purposes. Domestic Animals shall not be permitted to run at large at any time. Pet owners may walk Domestic Animals provided such animals are kept on a leash under control of the pet's owner. The Covenants Compliance Committee may determine that certain pets shall not be permitted, such as, Pit Bulls, Rottweilers, Domestic Animals that have become aggressive, wild animals, and venomous animals. The Covenants Compliance Committee may determine by majority vote if a particular animal is objectionable and require the owner of such animal to promptly remove the animal from the Subdivision.

15. Fences. No privacy fences of any kind shall be constructed on any Lot in the area between the front building line of any Improvement used as a residential dwelling and the front property line of any Lot. No chain link or cyclone metal fence may be placed on any Lot.

16. Antennas. No communication mast, tower, or structure may be installed on any Lot unless it is erected behind the Improvement used as a residential dwelling in the rear yard of the Lot. The uppermost point of such equipment shall be no more than 2 feet above the highest point of the roof of the Improvement used as a residential dwelling. Satellite dishes shall be placed behind the Improvement used as a residential dwelling in the rear yard of the Lot and within the setback lines for the side and rear yards.

17. Mowing. All Lots shall be maintained in a neat and orderly manner so they will not detract from the Subdivision. All grass and weeds shall be trimmed to a height that will appear neat and orderly. No grass or weeds on any Lot shall be permitted to be more than eight (8) inches above ground level.

18. Utility Boxes. All Owners of Lots with utility boxes or utility apparatus in the front of the Lot shall hide the utility boxes or utility apparatus with plants or shrubs such that the utility boxes or utility apparatus are not visible from the street fronting the Lot or from other Lots.

19. Subdividing. No Lot shall be subdivided or replatted.

20. Clotheslines and Wood Piles. No clotheslines, drying yards, or wood piles shall be permitted between the front building line of the Improvement used as a residential dwelling and the front property line of any Lot. Clotheslines, drying yards, or wood piles shall be permitted between the rear of the Improvement used as a residential dwelling and the rear property line of the Lot.

21. Garbage and Refuse Disposal. Garbage, refuse, and trash must be disposed of in enclosed receptacles. The design of the enclosures for such receptacles must be approved in writing by the Covenants Compliance Committee. No Owner shall permit the accumulation of garbage, trash, litter, or refuse on his Lot.

22. Nuisances. No noxious or offensive activities or nuisances shall be permitted in or on any Lot.

23. Commercial Activities. No Owner shall conduct or permit commercial enterprises of any kind or type upon his Lot. Garage sales conducted by an Owner over a period not to exceed three (3) days are expressly excluded from this provision.

24. Signs. No person, except the Association, shall erect or maintain upon any Lot any permanent sign or advertisement, unless prior written approval is obtained from the Covenants Compliance Committee.

25. Removal of Trees. No tree with a diameter greater than four (4) inches shall be removed from any Lot without prior written approval by the Covenants Compliance Committee.

26. Limited Access. There shall be no access to any Lot on the perimeter of the Subdivision except from designated streets or roads within the Subdivision as set forth on the Plat.

27. Drilling and Mining. No drilling, refining, quarrying, or mining operations of any kind shall be permitted on any Lot.

#### ARTICLE VIII RESERVED AREAS



The Developer may retain ownership of certain Lots within the Subdivision for use for future development as the Developer sees fit, including development for commercial purposes. The Developer reserves the right and privilege to develop such Lots for commercial purposes as it may deem appropriate and compatible with the Subdivision. It further reserves the right to conduct all commercial enterprises of any type or kind whatsoever which are consistent with the purposes of the Subdivision. By reservation of these rights, the Developer assumes no affirmative duties to establish or maintain any commercial enterprises whatsoever.

## ARTICLE IX CHANGES TO THE COMMON AREAS

1. Condemnation. If any part of the Common Areas shall be taken by, conveyed in lieu of condemnation to, or conveyed under threat of condemnation to, any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association. If the taking or conveyance involves a portion of the Common Areas on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Areas to the extent available and practicable. Any such construction shall be in accordance with plans approved by the Board. If the taking or conveyance does not involve any improvements on the Common Areas, or if a decision is made not to restore or replace the improvements, or if funds remain after any such restoration or replacement is complete, then such award or funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

2. Partition. Except as otherwise permitted in this Declaration, the Common Areas shall remain undivided, and no Owner shall bring any action to partition any of the Common Areas without the written consent of all Owners and their mortgagees. Nothing in this section shall prohibit the Board from acquiring or disposing of tangible personal property nor from acquiring or disposing of real property which may or may not be subject to this Declaration.

3. Transfer or Dedication. The Association may dedicate portions of the Common Areas to the City of Fayetteville, Washington County, the State of Arkansas, or to any other local, state, or federal governmental or quasi-governmental entity.

## ARTICLE X MANAGEMENT AGREEMENT

The Association may delegate the power of the Association to determine the budget, make assessments of Common Expenses and maintenance fees, and the collection of Assessments to a management company. The Association shall make such

delegation of its power through the execution of a management agreement with the management company.

Each Owner, his heirs, successors, and assigns, by acquiring title to such Lot or executing a contract therefor, shall be deemed to:

1. Adopt, ratify, confirm, and consent to the execution of the management agreement by the Association.

2. Adopt, ratify, confirm, and approve each and every provision of the management agreement as may be executed by the Association and acknowledge that all of the terms and provisions thereof are reasonable.

3. Covenant and promise to perform each and every covenant, promise, and undertaking to be performed by Owners as provided in the management agreement.

4. Recognize that some or all of the persons comprising the Board may be stockholders, officers, and directors of the management company, and acknowledge that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the management agreement, either in whole or in part.

5. Agree that the persons acting as officers and directors of the Association entering into such management agreement have not breached any of their duties or obligations to the Association.

6. Adopt, ratify, confirm, and consent to the acts of the persons acting as officers and directors of the Association in entering into the management agreement.

#### ARTICLE XI REMEDIES

1. Enforcement. The Association and each person to whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuation, or violation of any provisions of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting or defending the action, including attorneys' fees.

2. Suspension of Privileges. The Board may suspend all voting rights and all rights to use the Common Areas, of any Owner for any period during which any Assessment or other obligation remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such Owner after the existence of which has been declared by the Board upon advise of the Covenants Compliance Committee.

3. Cumulative Rights. The remedies specified herein are cumulative and any specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of the violation, or the occurrence of a different violation.

## ARTICLE XII INDEMNIFICATION

Each person who was or is a party or is threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, employee, or member of the Covenant Compliance Committee of the Association (an "Indemnatee") shall be indemnified and held harmless to the fullest extent legally permissible under and pursuant to any procedure specified in the Arkansas Nonprofit Corporation Act, as amended, against all expenses, liabilities, and losses, including attorney's fees, judgments, fines, and amounts paid or to be paid in settlement incurred by an Indemnatee in connection therewith. Such right of indemnification shall be a contract right that may be enforced in any lawful manner by an Indemnatee. The Board of Directors may cause the Association to purchase and maintain insurance on behalf of any person who is likely to be an Indemnatee. Expenses incurred by an Indemnatee in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by, or on behalf of, the Indemnatee to repay such amount if it shall ultimately be determined that the Indemnatee shall not be entitled to be indemnified by the Association hereunder.

## ARTICLE XIII GENERAL PROVISIONS

1. Grantee's Acceptance. Each grantee or purchaser of any Lot shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges, and immunities of the Association.

2. Severability. Every provision of this Declaration is hereby declared to be independent of and severable from each and every other provision hereof. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

3. Captions. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

4. Term. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Subdivision until March 1, 2019, after which time the same shall be extended for successive periods of ten (10) years each unless the majority of the then Owners shall vote to otherwise terminate this regime.

5. Amendment. This Declaration may be amended by the affirmative vote of fifty-one (51) percent of the Owners.

EXECUTED and DELIVERED this 27<sup>th</sup> day of April, 2000.

BARRINGTON PARKE SUBDIVISION, INC.

By: [Signature]  
Name: J SANDLIN  
Title: President

ATTEST:

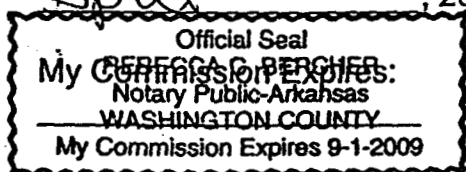
By: [Signature]  
Name: Raymond S. Rhoades  
Title: Treasurer

ACKNOWLEDGMENT

STATE OF AR Name KANSAS  
COUNTY OF WASHINGTON

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public duly commissioned and acting, Scott Sandlin, to me well known or satisfactorily proven, as the President of Barrington Parke Subdivision, Inc., a corporation, who stated that he was authorized to execute and deliver this Second Amended Bill of Assurance and Protective Covenants on behalf of such corporation, and further stated that he had executed and delivered this Second Amended Bill of Assurance and Protective Covenants, on behalf of such corporation, for the consideration and purposes set forth herein.

WITNESS my signature and seal as a Notary Public on this 27<sup>th</sup> day of April, 2000.



Rebecca C. Bercher  
Notary Public

EXHIBIT "A"  
(Legal Description of Subdivision)

A part of the East ½ of the SE ¼ of Section One (1), T-16-N, R-30-W; more particularly described as commencing at the Northeast Corner of said 80-acre tract, and continuing S 89-43-03 W 49.75 feet to the Point of Beginning; Thence S 15-28-50 W 45.78 feet to the centerline of Fox Hunter Road; Thence along said centerline S 16-50-36 E 17.26 feet and S 00-39-46 W 149.32 feet; Thence leaving said centerline S 88-42-57 W 269.41 feet; Thence S 01-08-42 E 282.47 feet; Thence S 89-48-31 E 221.52 feet to the centerline of Fox Hunter Road; Thence along said centerline S 01-16-52 E 27.51 feet, S 25-31-05 E 47.66 feet, and S 37-53-18 E 64.08 feet; S 29-12-05 E 42.63 feet, and N 89-47-07 E 19.75 feet; Thence S 00-00-59 E 987.09 feet; Thence N 89-59-00 W 20.62 feet; Thence S 01-45-19 E 525.25 feet; Thence S 00-35-15 E 470.03 feet; Thence S 89-30-23 W 808.60 feet; Thence N 00-00-58 E 212.46 feet; Thence N 89-59-02 W 70.40 feet; Thence N 00-00-58 E 1448.00 feet; Thence N 02-18-28 W 493.35 feet; Thence N 00-00-58 E 175.00 feet; Thence S 89-59-02 E 84.08 feet; Thence N 00-00-58 E 314.23; Thence N 89-43-03 E 763.68 feet to the Point of Beginning, containing 49.8 acres, more or less, Washington County, Arkansas

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~~2000032647~~

\*Covenants amended to revise Exhibit B to add Lots 29 through 55

EXHIBIT "B"

(Legal Descriptions of Lots within Subdivision)

Lot Number One (1) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Two (2) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Three (3) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Four (4) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Five (5) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Six (6) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Seven (7) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Eight (8) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Nine (9) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Ten (10) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Eleven (11) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Twelve (12) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Thirteen (13) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Fourteen (14) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Fifteen (15) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

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Lot Number Sixteen (16) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Seventeen (17) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Eighteen (18) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Nineteen (19) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Twenty (20) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Twenty-one (21) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Twenty-two (22) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Twenty-three (23) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Twenty-four (24) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Twenty-five (25) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Twenty-six (26) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Twenty-seven (27) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Twenty-eight (28) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Twenty-nine (29) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Thirty (30) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Thirty-one (31) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Thirty-two (32) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Thirty-three (33) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Thirty-four (34) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Thirty-five (35) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Thirty-six (36) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Thirty-seven (37) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Thirty-eight (38) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Thirty-nine (39) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Forty (40) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Forty-one (41) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Forty-two (42) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Forty-three (43) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Forty-four (44) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Forty-five (45) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Forty-six (46) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Forty-seven (47) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Forty-eight (48) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Forty-nine (49) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Fifty (50) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Fifty-one (51) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Fifty-two (52) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Fifty-three (53) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Fifty-four (54) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Fifty-five (55) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Fifty-six (56) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Fifty-seven (57) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

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Lot Number Sixty (60) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Sixty-one (61) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

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Lot Number Sixty-three (63) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

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Lot Number Sixty-nine (69) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Seventy (70) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Seventy-one (71) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Seventy-two (72) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Seventy-three (73) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Seventy-four (74) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Seventy-five (75) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

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Lot Number Seventy-nine (79) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Eighty (80) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Eight-one (81) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Eighty-two (82) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Eighty-three (83) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Eighty-four (84) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

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Lot Number Eighty-nine (89) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number Ninety (90) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

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Lot Number Ninety-nine (99) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred (100) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred One (101) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Two (102) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Three (103) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Four (104) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

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Lot Number One Hundred Six (106) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Seven (107) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Eight (108) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

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Lot Number One Hundred Nine (109) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Ten (110) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Eleven (111) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Twelve (112) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Thirteen (113) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Fourteen (114) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Fifteen (115) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Sixteen (116) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Seventeen (117) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Eighteen (118) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Nineteen (119) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Twenty (120) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

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Lot Number One Hundred Twenty-one (121) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Twenty-two (122) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Twenty-three (123) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Twenty-four (124) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Twenty-five (125) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Twenty-six (126) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Twenty-seven (127) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Twenty-eight (128) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Twenty-nine (129) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Thirty (130) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Thirty-one (131) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Thirty-two (132) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Thirty-three (133) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Lot Number One Hundred Thirty-four (134) of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

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**EXHIBIT "C"**  
**(Form of Lot Owner Agreement)**

**LOT OWNER AGREEMENT**

THIS AGREEMENT is made and entered into by and between Barrington Parke Subdivision, Inc., an Arkansas nonprofit corporation ("POA"); and the undersigned ("Owner").

**WITNESSETH**

WHEREAS, Ben Caston, Sr., Ben Caston, Jr., and Ben Caston Construction, Inc. established the Barrington Parke Subdivision to the City of Fayetteville, Washington County, Arkansas by the recording of a final plat, Barrington Parke, Phase I and a final plat, Barrington Parke, Phase II thereof with the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas ("Barrington Parke Subdivision");

WHEREAS, Barrington Parke Subdivision consists of the real property described below;

A part of the East ½ of the SE ¼ of Section One (1), T-16-N, R-30-W; more particularly described as commencing at the Northeast Corner of said 80-acre tract, and continuing S 89-43-03 W 49.75 feet to the Point of Beginning; Thence S 15-28-50 W 45.78 feet to the centerline of Fox Hunter Road; Thence along said centerline S 16-50-36 E 17.26 feet and S 00-39-46 W 149.32 feet; Thence leaving said centerline S 88-42-57 W 269.41 feet; Thence S 01-08-42 E 282.47 feet; Thence S 89-48-31 E 221.52 feet to the centerline of Fox Hunter Road; Thence along said centerline S 01-16-52 E 27.51 feet, S 25-31-05 E 47.66 feet, and S 37-53-18 E 64.08 feet; S 29-12-05 E 42.63 feet, and N 89-47-07 E 19.75 feet; Thence S 00-00-59 E 987.09 feet; Thence N 89-59-00 W 20.62 feet; Thence S 01-45-19 E 525.25 feet; Thence S 00-35-15 E 470.03 feet; Thence S 89-30-23 W 808.60 feet; Thence N 00-00-58 E 212.46 feet; Thence N 89-59-02 W 70.40 feet; Thence N 00-00-58 E 1448.00 feet; Thence N 02-18-28 W 493.35 feet; Thence N 00-00-58 E 175.00 feet; Thence S 89-59-02 E 84.08 feet; Thence N 00-00-58 E 314.23; Thence N 89-43-03 E 763.68 feet to the Point of Beginning, containing 49.8 acres, more or less, Washington County, Arkansas

WHEREAS, the Subdivision consists of various lots, and common areas and park;

WHEREAS, the Owner owns a Lot of the Subdivision as described below and (the "Lot");

Lot Number \_\_\_\_\_ as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

WHEREAS, the owners of other lots in the Subdivision have organized the POA to promote and protect the value and quality of the Subdivision and its Lots;

WHEREAS the POA has established certain covenants affecting the use of the Lots as set forth in the Second Amended Bill of Assurance and Protective Covenants and filed of record on \_\_\_\_\_ as Document number \_\_\_\_\_ in the land records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas (the "Covenants").

NOW, THEREFORE, in consideration of the above premises, the mutual and independent promises made by the parties, and other good and valuable consideration, the parties agree as follows:

1. The Owner hereby agrees to be bound by and to comply with the Covenants according to their terms and provisions for so long as the Owner may own any interest in any Lot of the Subdivision directly or indirectly.

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2. The Owner hereby agrees that the Lot and the Owner's rights to the common areas and park are hereby subject to the Covenants and further hereby agrees that the Covenants shall be real covenants running with the land forever and ever.

3. The Owner acknowledges that upon the execution of this Agreement, the POA shall recognize the Owner as a member of the POA with all the rights and privileges set forth in the Covenants and the Bylaws of the POA.

4. All references to "Owner" shall include all of the Owner's heirs, successors, and assigns. This Agreement shall inure to the benefit of and shall be binding upon the POA, members of the POA, and the heirs, successors, and assigns of the Owner.

Dated on this \_\_\_\_\_ day of \_\_\_\_\_, 2000

OWNER(S)

By: \_\_\_\_\_

By: \_\_\_\_\_

ACKNOWLEDGMENT

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

My Commission Expires:

\_\_\_\_\_

Notary Public

\_\_\_\_\_

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EXHIBIT "D"  
(Common Areas)

A part of the East ½ of the SE 1/4 of Section One (1), T-16-N, R-30-W; more particularly described as commencing at the Northeast Corner of said 80-acre tract, and continuing S 89-43-03 W 49.75 feet to the Point of Beginning; Thence S 15-28-50 W 45.78 feet to the centerline of Fox Hunter Road; Thence along said centerline S 16-50-36 E 17.26 feet and S 00-39-46 W 149.32 feet; Thence leaving said centerline S 88-42-57 W 269.41 feet; Thence S 01-08-42 E 282.47 feet; Thence S 89-48-31 E 221.52 feet to the centerline of Fox Hunter Road; Thence along said centerline S 01-16-52 E 27.51 feet, S 25-31-05 E 47.66 feet, and S 37-53-18 E 64.08 feet; S 29-12-05 E 42.63 feet, and N 89-47-07 E 19.75 feet; Thence S 00-00-59 E 987.09 feet; Thence N 89-59-00 W 20.62 feet; Thence S 01-45-19 E 525.25 feet; Thence S 00-35-15 E 470.03 feet; Thence S 89-30-23 W 808.60 feet; Thence N 00-00-58 E 212.46 feet; Thence N 89-59-02 W 70.40 feet; Thence N 00-00-58 E 1448.00 feet; Thence N 02-18-28 W 493.35 feet; Thence N 00-00-58 E 175.00 feet; Thence S 89-59-02 E 84.08 feet; Thence N 00-00-58 E 314.23; Thence N 89-43-03 E 763.68 feet to the Point of Beginning, containing 49.8 acres, more or less, Washington County, Arkansas; LESS AND EXCEPT Lots One (1) through Twenty-eight (28), inclusive, and Lots Fifty-six (56) through One Hundred Fourteen (114), inclusive, of Barrington Parke as per plat of Barrington Parke on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

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