



Book 4067 Page 0702

Jeannie Pike - Circuit Clerk  
Garland County, AR  
Term/Cashier: BTXKND2/CANDACE MUZY  
07/19/2019 8:41AM  
Tran: 266876  
Total Fees: \$30.00

HSV POA

**This Instrument Prepared by and,  
After recording to be returned to:**

Hot Springs Village Property Owners Association  
895 Desoto Boulevard  
Hot Springs Village, Arkansas 71909  
501-922-5556

**2019-013660**

I certify this instrument  
was filed on:

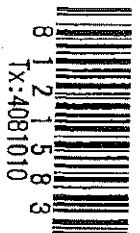
**07/23/2019 11:33:25 AM  
Myka Bono Sample  
Saline County Circuit Clerk**

Pages: 4  
C KOLLER

**MEMORANDUM OF PROTECTIVE COVENANTS  
OF THE  
HOT SPRINGS VILLAGE DECLARATION OF COVENANTS AND RESTRICTIONS**

**KNOW ALL BY THESE PRESENTS:**

WHEREAS, John A. Cooper Company, the original developer of Hot Springs Village, now referred to as Cooper Communities, Inc., a Delaware corporation ("Developer"), executed that certain Hot Springs Village Declaration of Covenants and Restrictions dated April 20, 1970 recorded March 30, 1972 in Book 653, Page 369 of the real estate records of Garland County, Arkansas, and recorded March 30, 1972 in Book 155, Page 118 of the real estate records of Saline County, Arkansas, as amended April 16, 2003 and recorded in Book 2256, Page 0292 of the real estate records of Garland County, Arkansas, and recorded as instrument 03-034943 of the real estate records of Saline County, Arkansas; and amended April 14, 2009 and recorded in Book 3050, Page 863 of the real estate records of Garland County, Arkansas, and Book Instrument 09-031998 of the real estate records of Saline County, Arkansas, and as further amended July 27, 2012 and recorded in Book 3371, Page 405 of the real estate records of Garland County, Arkansas, and Instrument Number 12-062692 of the real estate records of Saline County, Arkansas, (the "Declaration");



**WHEREAS**, pursuant to Article XIII of the Declaration, certain protective covenants related to The Properties (as defined in the Declaration) were attached to the Declaration as "Exhibit 1" (the "**Protective Covenants**");

**WHEREAS**, the Protective Covenants were recorded in Book 652, Page 369, et. Seq., with amendments recorded in Book 1002, page 746 and Vol. 1564, Page 653, et seq., of the real estate records of Garland County, Arkansas, and Book 155, page 118 et seq., with amendments recorded in Book 247, Page 515 and Book 390, Page 381, et seq. of the records of Saline County, Arkansas;

**WHEREAS**, the Protective Covenants were further amended in that certain Amendment to the Protective Covenants of the Hot Springs Village Declaration of Covenants and Restrictions executed April 30, 2015, and recorded in Book 3641, Page 190 of the real estate records of Garland County, Arkansas, and Instrument Number 15-030986 of the real estate records of Saline County, Arkansas, which acknowledged the Developer executed an Assignment and Assumption of developer rights with the Hot Springs Village Property Owners' Association, an Arkansas Non-Profit Corporation ("**Association**") which transferred the developer's rights, powers, and obligations in Article XI of the Declaration and its right to appoint members to the Architectural Control Committee to the Association and transferred all of the developer's powers and obligations of the developer's Board of Directors to amend, rescind, or add to the Protective Covenants as set out in Section 3 of the Protective Covenants to the Association;

**WHEREAS**, pursuant to Section 3 of the Protective Covenants, as amended, the HSVPOA Board of Directors may amend, rescind or add to the Protective Covenants from time to time; and

**WHEREAS**, in accordance with Article XI and XIII of the Declaration and such powers granted to the Association Board of Directors (the "**Board of Directors**") pursuant to Section 3 of the Protective Covenants, the Board of Directors further modified and added to the Protective Covenants which modification was ratified and approved on October 17, 2018, and in effect on the date of this memorandum.

**NOW, THEREFORE,** this Memorandum is to affirm the existence and provide notice of the Protective Covenants and the terms thereof to the same extent as if fully set out in this Memorandum. The Protective Covenants may be further amended from time to time by the Board of Directors pursuant to the terms of the Protective Covenants and without further notice being recorded in the real estate records. The Board of Directors hereby certifies that copy of the current version of the Protective Covenants may be found at the Association's main office located at 895 Desoto Blvd., Hot Springs Village, Arkansas, or on the Association's website at:

**[www.explorethevillage.com/members/governance/governing-documents](http://www.explorethevillage.com/members/governance/governing-documents)  
Click on Protective Covenants**

***[Signatures on Following Page]***

IN WITNESS WHEREOF, the Chair and Secretary of the Board of Directors have set their hands and seals to this Amendment on this 18 day of JULY, 2019.

**HOT SPRINGS VILLAGE PROPERTY OWNERS' ASSOCIATION**, an Arkansas non-profit corporation

By:

Cynthia S. Erickson

Cynthia S. Erickson  
Chair, Board of Directors

ATTEST:

Lesley A. Nalley  
Lesley A. Nalley  
CEO, and Corporate Secretary

State of Arkansas

County of Garland

§  
§  
§

**ACKNOWLEDGMENT**

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Cynthia S. Erickson and Lesley A. Nalley, satisfactorily proven to be such persons, who stated that they are the Chair and Corporate Secretary of the Board of Directors of Hot Springs Village Property Owner's Association, an Arkansas non-profit corporation, and each was duly authorized in her respective capacity to execute the foregoing instrument for and in the name and behalf of said non-profit corporation, and each further stated and acknowledged that she had so signed, executed and delivery said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

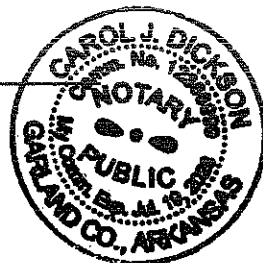
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18<sup>th</sup> day of JULY, 2019.

Carol J. Dickson  
Notary Public

My Commission Expires:

7/18/2028

[SEAL]



Garland County, AR  
I certify this instrument was  
filed on 07/19/2019 8:41AM  
and recorded in DEED Book  
4067 at pages 0702 - 0705  
Jeannie Pike - Circuit Clerk

Curtis by CH

15 030978

\$0.2 Don Schnipper

FILED  
CIRCUIT CLERK

Jeanne Pike - Circuit Clerk  
Garland County, AR  
Term/Counter: CASH2/CANDACE HUGHES  
05/01/2015 10:29AM  
Tran: 169457  
Total Fees: \$50.00  
Book 346 Page 132

2015 MAY -1 PM 2:06

# ASSIGNMENT AND ASSUMPTION OF DEVELOPER RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPER RIGHTS (the "Assignment") is made and entered into as of the date (the "Effective Date") the last of the Parties shall execute this Assignment, as such dates are set forth upon the signature pages hereof, by and between COOPER COMMUNITIES, INC., a Delaware corporation (referred to herein, together with any successors and assigns of Cooper Communities, Inc. as "Developer") and HOT SPRINGS VILLAGE PROPERTY OWNERS' ASSOCIATION, an Arkansas non-profit corporation ("POA"). Developer and POA are referred to herein from time to time collectively as the "Parties," and individually as "Party."

## WITNESSETH:

WHEREAS, Developer is the developer of a gated community located in Garland and Saline Counties, Arkansas, known generally to the public as Hot Springs Village (the "Village"); and

WHEREAS, Developer executed on the 20th day of April, 1970, a Declaration (the "Declaration") with Protective Covenants (the "Protective Covenants") attached thereof as Exhibit 1 and forming a part of said Declaration, which Declaration was filed for record at 3:07 o'clock p.m. on the 20th day of April, 1970, in the office of the Circuit Clerk and Ex-Officio Recorder in and for Garland County, Arkansas, and is there recorded in Book 653, Page 369, et seq.; and

WHEREAS, Developer caused the Declaration and the Protective Covenants (as Exhibit 1 to the Declaration) to be filed for record at 2:30 o'clock p.m. on the 30th day of March, 1972, in the office of the Circuit Clerk and Ex-Officio Recorder in and for Saline County, Arkansas, and is there recorded in Book 155, Page 118 et seq.; and

WHEREAS, POA joined in said Declaration, as recorded in both Garland and Saline Counties, to indicate POA's agreement to perform the obligations placed upon it by the Declaration; and

WHEREAS, the Declaration and Protective Covenants set forth various duties and responsibilities of Developer and the POA; and

WHEREAS, the Parties acknowledge that Developer is the "Developer" under the Declaration; and

WHEREAS, by the terms of the Declaration and the Protective Covenants certain powers and responsibilities of Developer therein are assignable; and

WHEREAS, upon and subject to, the terms and conditions hereof, Developer and POA have agreed that Developer assign to the Board of Directors of POA certain of such powers and responsibilities;

NOW, THEREFORE, in consideration of the above premises and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Assignment and Assumption of Power to Appoint A.C.C. Members.**  
Under and pursuant to the terms and conditions of Article XIV, Section 4 of the Declaration:

- (a) Developer hereby assigns, transfer and conveys to the Board of Directors of POA all of Developer's powers and obligations set forth in Article XI of the Declaration regarding appointment of the members of the Architectural Control Committee ("A.C.C."), as such term is defined or alluded to in Article XI of the Declaration and Section 2 of the Protective Covenants, for the Village; provided, however, that POA agrees, as conditions precedent to the effectiveness of the assignment, transfer and conveyance set forth in this Section 1(a), to the following:
  - (i) Notwithstanding any contrary provision of this Assignment, POA shall not remove any member of the A.C.C. holding such office on the Effective Date the term of such member expires or otherwise terminates in accordance with the Charter of the A.C.C. in existence on the Effective Date.
  - (ii) From and after the Effective Date the POA shall at all times appoint members of the A.C.C. so that the A.C.C. shall always have at least three (3) members holding office and functioning as the A.C.C. for the Village;
  - (iii) POA waives and relinquishes any right to amend, waive, terminate, release or otherwise modify Sections 1 and 31 of the Protective Covenants;
  - (iv) Under and pursuant to Article XIV, Section 4 of the Declaration, from and after the Effective Date Developer is hereby immediately released and discharged, fully and forever, from any obligation to appoint members of the A.C.C. or, as to Developer's Board of Directors, to function, as to the Village, in the place of the A.C.C.
- (b) POA further hereby: (i) accepts such power and obligation; and (ii) assumes and agrees to perform, timely, fully and in accordance with the terms and conditions thereof, all of Developer's obligations of every kind and character regarding appointment of A.C.C. members.
- (c) POA hereby indemnifies and holds Developer harmless from and against any and all liabilities, claims or causes of action caused by or arising

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directly or indirectly from POA's failure to appoint members of the A.C.C. or the actions of the A.C.C. from and after the Effective Date.

**2. Assignment and Assumption of Power to Amend, Rescind, or Add to the Protective Covenants.** Under and pursuant to the terms and conditions of Article XIV, Section 4 of the Declaration:

- (a) Developer hereby assigns, transfers and conveys to the Board of Directors of POA all of Developer's powers and obligations set forth in Section 3 of the Protective Covenants regarding the duty and obligation of the Board of Directors of Developer to amend, rescind, or add to the Protective Covenants for the Village; provided, however, that POA agrees, as conditions precedent to the effectiveness of the assignment, transfer and conveyance set forth in this Section 2, to the following:
  - (i) POA waives and relinquishes any and all rights and powers to amend, waive, terminate, release or otherwise modify Sections 1 and 31 of the Protective Covenants;
  - (ii) POA waives and relinquishes any and all rights and powers to amend, waive, terminate, release or otherwise modify the Protective Covenants in existence on the Effective Date on a basis whereby such Protective Covenants, as so modified, apply to any properties owned by Developer on the Effective Date;
  - (iii) POA agrees that from and after the Effective Date, POA shall not amend, rescind or add to the Protective Covenants in any manner that, directly or indirectly, applies or attempts to apply the Protective Covenants to any properties of Developer which Developer has not made subject to the Declaration under the procedure outlined in Article II, Sections 2(b) and (c) of the Declaration; and
  - (iv) Under and pursuant to Article XIV, Section 4 of the Declaration, Developer is hereby immediately released and discharged, fully and forever, from any obligation to amend, rescind, or add to the Protective Covenants for the Village.
- (b) POA further hereby: (i) accepts such powers and obligations; and (ii) assumes and agrees to perform, timely, fully and in accordance with the terms and conditions thereof all of the obligations of every kind and character of Developer concerning amending, rescinding, or adding to the Protective Covenants for the Village.
- (c) POA hereby indemnifies and holds Developer harmless from and against any and all liabilities, claims or causes of action caused by or arising

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directly or indirectly from POA's amending, rescinding, or adding to the Protective Covenants for the Village from and after the Effective Date.

3. **Limited Assignments.** The Parties acknowledge and agree that:
- (a) The assignments set forth and addressed in Sections 1 and 2 of this Assignment are limited by their express terms; and
  - (b) Except as is expressly and explicitly set forth in this Assignment and previous Assignments, Developer retains, and does not assign, in whole or in part, any of its other powers, rights, duties and obligations under the Declaration or the Protective Covenants, both in and of themselves and as to all properties owned or hereafter acquired by Developer, and that all such rights, reservations and abilities remain assignable to third parties in accordance with the terms and conditions of the Declaration; and
4. **Miscellaneous Provisions.**
- (a) **Specific Performance.** Either Party shall be entitled to seek, in the event of a default by the other Party, the judicial remedy of specific performance.
  - (b) **Invalid Provisions.** If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remainder of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision prior its modification.
  - (c) **Notices.** Any notices required or permitted to be given under this Assignment (and, unless otherwise expressly provided therein, under any document delivered pursuant to this Assignment) shall be given in writing and shall be deemed received: (i) when personally delivered to the relevant Party as such Party's address as set forth on the signature pages hereof; (ii) if sent by mail (which must be certified or registered mail, postage prepaid), when received or rejected by the relevant Party at such party's address set forth on the signature pages hereof, or (iii) if sent by facsimile transmission, when confirmation of delivery is received by the sending Party.

Each Party may change its address for notice by proper notice to the other Parties:

- (d) **Expenses.** Except as otherwise expressly provided herein, each of the Parties shall pay all expenses incurred by such Party in preparing to consummate and consummating the transactions provided for herein.



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- (e) **Successors and Assigns.** This Assignment will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but will not be assignable or delegable by any Party without the prior written consent of the other Party.
- (f) **Waiver.** No failure or delay on the part of any Party in exercising any right, power or privilege hereunder or under any of the documents delivered in connection with this Assignment shall operate as a waiver of such right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege preclude any other or future exercise thereof or the exercise of any other right, power or privilege.
- (g) **Entire Assignment.** This Assignment (including the Exhibits to this Assignment) supersedes any other agreement, whether written or oral, that may have been made or entered into by any Party or any of their respective Affiliates (or by any director, officer or representative thereof) relating to the matters contemplated hereby. This Assignment (together with the Exhibits) constitutes the entire agreement by and among the Parties and there are no agreements or commitments by or among such Parties except as expressly set forth herein.
- (h) **Amendments and Supplements.** This Assignment may be amended or supplemented at any time only by additional written agreements signed by the Parties.
- (i) **No Third Party Beneficiaries.** No person or entity not a Party to this Assignment shall be deemed to be a third Party beneficiary hereunder or entitled to any rights hereunder.
- (j) **Further Assurances.** From time to time, as and when requested by any Party, the other Parties will execute and deliver, or cause to be executed and delivered, all such documents and instruments as may be reasonably necessary to consummate the transactions contemplated by this Assignment.
- (k) **Governing Law.** This Assignment, including, without limitation, the interpretation, construction and validity hereof, shall be governed by the laws of the State of Arkansas.
- (l) **Execution in Counterparts.** This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- (m) **Titles and Headings.** Titles and headings to sections herein are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.

(n) **Certain Interpretive Matters and Definitions.**

- (i) Unless the context otherwise requires: (aa) all references to Sections, Articles or Schedules are to Sections, Articles or Schedules of or to this Assignment, (bb) each term defined in this Assignment has the meaning assigned to it, (cc) words in the singular include the plural and vice versa, (dd) the term "person" means any natural person or entity; (ee) the words "herein", "hereof", "hereunder" and words of like import shall refer to this Assignment as a whole and not to any particular section or subdivision of this Assignment; and (ff) the words "include", "includes" and "including" are not limiting. All references to "\$" or dollar amounts will be to lawful currency of the United States of America.
- (ii) No provision of this Assignment will be interpreted in favor of, or against, either of the Parties by reason of the extent to which either such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.
- (o) **No Recourse.** Notwithstanding any of the terms or provisions of this Assignment, each Party agrees that neither Party nor any person acting on such Party's behalf may assert any claims or cause of action against any officer, director, stockholder, member or equity owner of the other Party in connection with or arising out of this Assignment or the transactions contemplated hereby unless the liability for such claims or causes of action are set forth in writing, such as, but not limited to, a guaranty unless the liability for such claims or causes of action are set forth in writing, such as, but not limited to, a guaranty.
- (p) **No Offer.** The submission of this Assignment for signature by either Party shall not be deemed an offer, nor shall either Party have any rights arising therefrom unless and until this Assignment is fully executed by a duly authorized representative of both Parties.
- (q) **Construction.** The Parties acknowledge that each Party and each Party's counsel have reviewed and revised this Assignment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Assignment or any amendments or schedules hereto.
- (r) **Time.** Time is of the essence in this Assignment.

**IN WITNESS WHEREOF**, this Assignment has been executed and delivered effective as of the Effective Date noted herein.

COOPER COMMUNITIES, INC.  
903 North 47th Street  
Rogers, Arkansas 72756

By: 

JOHN A. COOPER, III, President

Dated: April 5, 2011

HOT SPRINGS VILLAGE PROPERTY  
OWNERS' ASSOCIATION  
895 DeSoto Boulevard  
Hot Springs Village, Arkansas 71909

By: 

SCOTT S. RANDALL,

General Manager

Dated: April 6, 2011

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ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) SS  
COUNTY OF BENTON )

Garland County, AR  
I certify this instrument was  
filed on 05/01/2015 10:29AM  
and recorded in DEED Book  
3641 at pages 182 - 189  
Jeannie Pike - Circuit Clerk

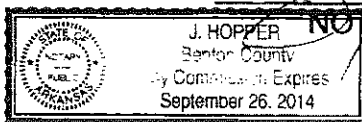
*[Signature]* by DC

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named JOHN A. COOPER, III, to me personally well known, who stated that he was the President of Cooper Communities, Inc., a Delaware corporation, and stated and acknowledged that he was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5<sup>th</sup> day of April, 2011.

MY COMMISSION EXPIRES:

SEPT 26, 2014



*[Signature]*  
NOTARY PUBLIC

ACKNOWLEDGMENT

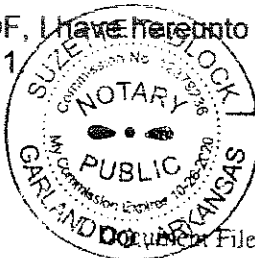
STATE OF ARKANSAS )  
 ) SS  
COUNTY OF GARLAND )

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named SCOTT S. RANDALL, to me personally well known, who stated that he was the General Manager of Hot Springs Village Property Owners' association, an Arkansas non-profit corporation, and stated and acknowledged that he was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 6 day of April, 2011

MY COMMISSION EXPIRES:

10-26-2020



*[Signature]*  
NOTARY PUBLIC

Filed for Record

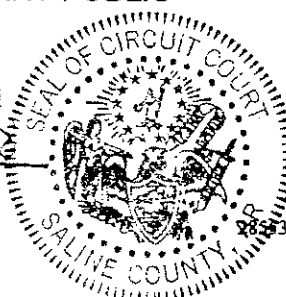
In BK 2015 PG 5051

MAY 1 2015

at 5:00 am/pm

Myka Sample, Circuit Clerk

By *[Signature]* DC



28-33 4/5/2011

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Jeannie Pike -Circuit Clerk  
Garland County, AR  
Term/Cashier: CASH2/CANDACE M. JNY  
05/01/2015 10:29AM  
9457  
Total Fees: \$75.00

2015 MAY -1 PM 2:40

**AMENDMENT TO THE PROTECTIVE COVENANTS OF  
THE HOT SPRINGS VILLAGE DECLARATION  
OF COVENANTS AND RESTRICTIONS**

Book 3641 Page 190

BY: ak

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the original developer of Hot Springs Village, namely, Cooper Communities, Inc., did on the 5<sup>th</sup> day of April, 2011, enter into an Assignment and Assumption of developer rights with the Hot Springs Village Property Owners' Association, an Arkansas Non-Profit Corporation; and

WHEREAS, the purpose of said Assignment and Assumption was to (1) transfer the developer's rights, powers, and obligations in Article XI of the Declaration and its right to appoint members to the Architectural Control Committee of HSVPOA; and (2) to transfer to the HSVPOA all of the developer's powers and obligations of the developer's Board of Directors to amend, rescind, or add to the Protective Covenants as set out in Section 3 of the Protective Covenants; and

WHEREAS, in the exercise of such Assignment and Assumption, Hot Springs Village Property Owners' Association has appointed new members to the Architectural Control Committee; and

WHEREAS, the Board of Directors of the Hot Springs Village Property Owners' Association has solicited opinions, studies, etc. from its committees and from the members at large, and determined some cleanup and changes to the Protective Covenants was in order;

NOW, THEREFORE, the President and Secretary of the Hot Springs Village Property Owners' Association hereby certifies that the following changes to the Hot

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Springs Village Protective Covenants were ratified and approved by the Board of Directors of Hot Springs Village Property Owners' Association on May 21, 2014:

**Paragraphs 1, 3, 4, 5, 7, 8(a) and 9 are amended to read as follows:**

1. **Application.** These Protective Covenants shall apply to all of the Existing Properties. Same shall also apply to additions to Existing Properties unless the Developer shall specifically exempt from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration.

3. **Amendment, Rescission or Additions.** The POA Board of Directors, its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time, but unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plat of the Declaration, such Amendment, Rescission or Additions shall not make the Protective Covenants as to those Lots zoned as residential less restrictive for the construction of residential buildings than as provided in the Federal Housing Administration's then current edition of "Minimum Property Standards for One and Two Living Units."

4. **Zoning.** The notes upon the recorded subdivision plats shall control as to use of the Lots reflected thereon. Structures upon Lots designated as commercial upon a recorded subdivision plat shall be entirely controlled as to kind, shape, height, materials, et cetera by the A.C.C. As to Lots designated as Residential Lots upon a recorded

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subdivision plat, the notes upon the recorded subdivision plat shall control regarding the residential structure types (Single Family Detached, Single Family Attached and Multi-family Structure) which shall be permitted. The notes upon the recorded subdivision plat shall also control as to minimum square footage of each Single Family Detached structure, Single Family Attached structure, as well as each Living Unit in a Multi-family structure. Provisions of ARTICLE XI shall control as to kind, shape, height, materials, et cetera in regard to all structures erected upon or moved upon Residential Lots. Notes on all recorded subdivision plats can only be modified by the POA Board of Directors and A.C.C.

5. **Resubdivision.** No lot so designated shall be resubdivided, except when replatted by the POA Board of Directors after written approval of the A.C.C.

7. **Setbacks.** No building shall be placed closer to the right-of-way access for vehicles than the setback line shown on a recorded subdivision plat, except where such requirement creates an undue hardship upon the Owner, such setback may be modified as necessary to prevent the hardship by the A.C.C.

8. **Side Yards.** Where Lots are zoned as Residential the following shall apply:

(a) A single Family Detached structure or any building incident thereto shall not be closer to a side lot line than 7-½ feet, except where such restriction creates an undue hardship upon the Owner. A.C.C. may modify this restriction so as to alleviate the hardship.

9. **Land Lakes, Water Courses, Golf Courses, Permanent Parks, Permanent Recreational Plots.** No building shall be placed nor shall any material or refuse be

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placed or stored upon any Lot or other Parcel of Land within 20 feet of the property line of any Lake or within 20 feet of the edge of any open Water Course, or within 20 feet of the property line of any Golf Course, Permanent Park or Permanent Recreational Plot. Clean fill may be placed nearer to the property line of a Lake or the edge of an open Water Course in the event the written permission of the A.C.C. is first obtained. With written permission of the A.C.C. a boat dock may be placed closer than 20 feet to the property line of a Lake or the edge of an open Water Course. The decision of the A.C.C. as to the permission aforesaid shall be final and conclusive.

**FURTHERMORE, paragraphs 11(b), 15(an addition), 17, 18, and 19 are amended as follows:**

**11. Time for Completion of Buildings.** Commercial structures, Single Family Attached structures, and Multi-family structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached structure as well as garage and outbuildings permitted.

(b) The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon or moved upon a Lot of The Properties, covered by these Protective Covenants shall be completely finished within twelve months following the start of construction.

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The contractor, builder, or Owner, will submit all structures to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided or as may be provided by the A.C.C. In the event of non-compliance with completion dates as herein provided, the Association shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance and the particular party acting shall bill the Owner for the amount expended plus 10% for administration. In the event the Owner does not pay same, the Association, as the case may be, shall have the legal right to file a statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the Owner.

15. **Outbuildings.** Outbuildings or accessory buildings, such as garage, servants quarters or guest house, shall be permitted upon Lots upon which a Single Family Detached structure has been constructed or is under construction, provided the building and/or buildings are occupied by servants employed on the premises or by guests, and are not occupied otherwise as rental units by non-servant or non-guest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera, of such buildings.

Outbuildings such as garages, storage sheds, workshops, gazebos, or swimming pools will not be permitted on any undeveloped lot in a residential zone. A.C.C. can provide an exception to this rule provided there already exists a private residence and the outbuilding or pool that is being permitted on the adjacent lot is constructed across

the property lines of both lots or connected by a wall, which must be approved by A.C.C.

Private residences can be built on more than one lot provided the foundation crosses the property lines of each adjoining lot. POA dues shall be required for each lot.

Outbuildings or accessory buildings permitted upon Lots or Parcels of Land upon which there is constructed a commercial building, Single Family Attached structure, or Multi-family structure, shall be entirely within the discretion of the A.C.C.

**17. Sign Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**18. Signs.** All signs are prohibited in areas zoned upon any recorded subdivision plat as Residential except:

(a) Signs erected by the POA;

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(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 3 square feet in area unless approved by the A.C.C.

(c) Signs erected by Developer in connection with its sales program.

The erection of signs in areas zoned commercial upon any recorded subdivision plat shall require a permit of the A.C.C. and no such sign, except as provided in subparagraph (a) above, shall be erected without the permit of the A.C.C.

**19. Model Houses.** No provision of these Protective Covenants shall preclude the Developer or other qualified home builders in furtherance of its sales program from erecting and maintaining Model Houses in any area zoned upon a recorded subdivision plat as Residential.

**ALSO, paragraphs 20, 22, 23, 24, 27, 28, 29, 30 and 32 are amended as follows:**

**20. Businesses Prohibited in Residential Areas.** Except for the business of the Developer in furtherance of its sales program, the practice of any profession or the carrying on of any business is prohibited within any area zoned as Residential upon any recorded subdivision plat of The Properties, without the approval of the A.C.C.

**22. Nuisances.** No obnoxious or offensive activity shall be carried on upon any lot or Parcel of Land of The Properties or conditions that violate State or Federal laws, County Ordinances or POA Board Policies.

**23. Livestock, Poultry and Pets.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or Parcel of Land of The Properties, except that

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registered dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

**24. Garbage and Refuse Disposal.** No Lot or Parcel of Land of The Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in appropriate sealed containers stored out of sight from the street, within a carport or in an area approved by the POA; placed at the curb no earlier than the day before collection; and removed from the curb within 24 hours of collection.

**27. Storage of Derelict Vehicles.** The storage of derelict vehicles on Private Lots and/or Common Property shall be prohibited unless stored in a garage or carport. Any motorized vehicle which is inoperable shall be considered as derelict. If the vehicle is located on a private lot the vehicle owner and/or the lot owner may be held responsible for non-compliance. If such vehicle is located on common property the POA may remove the vehicle to a storage area. Towing and storage charges will be the responsibility of the vehicles owner.

**28. Parking or Storing of vehicles on Residential Property.** No bus, truck, recreation vehicle, motor home, camper, boat, trailer (except golf cart trailer) or other vehicle not normally or customarily used for personal or family transportation shall be parked or stored (unless in a carport or garage) on or near any residential property for a period of time in excess of 72 hours in a two week period, unless parked in an area approved by the A.C.C. for location and screening.

**29. Parking or Storage of Commercial Vehicles.** No vehicle used for commercial purposes, including but not limited to dump trucks, flat bed trucks, cargo,

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vans, cargo trailers, and self powered construction equipment shall be parked or stored (unless in a carport or garage) in a residential area other than for the purpose of accommodating work on the premises. This provision is not intended to include pickup trucks and vans up to 6,000 lbs. G.V.W. and normally used for personal or family transportation.

**30. Enforcement.** Any infraction of the terms of the Declaration, Protective Covenants or the Policies, Rules and Regulations of the Association by a member or a member of a member's household, may in addition to any legal recourse, including those remedies set forth elsewhere in the Declaration, Board Policy (fines), State or Federal laws or County Ordinances, result in the suspension of enjoyment rights of the member and the household of the member causing such infraction as authorized by Article VIII, Declaration, Section 3(c).

**32. Conflict.** In the event of conflict between these Protective Covenants and the Declaration, the provisions of the Declaration shall prevail.

**The following new paragraph is an addition to the Protective Covenants:**

**31. Overlay Zones.** All protective covenants are enforceable with the exception of areas designated as an Overlay Zone. Overlay zones outline specific requirements for a clearly defined area. These requirements may vary among different overlay zones depending on the specific objectives for the area.

**NOTE: A fully amended copy of Protective Covenants is attached hereto.**

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IN WITNESS WHEREOF, the President and Secretary of the Hot Springs Village Property Owners' Association, an Arkansas Non-Profit Corporation, has set their hands and seals to this Amendment on this 30 day of April, 2015.

HOT SPRINGS VILLAGE PROPERTY OWNERS' ASSOCIATION,  
An Arkansas Non-Profit Corporation

By: HWC Shelton  
HARVEY W.C. SHELTON,  
President

ATTEST:

By: David Twiggs  
DAVID TWIGGS,  
Secretary

STATE OF ARKANSAS )

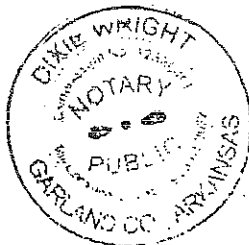
COUNTY OF GARLAND ) SS

ACKNOWLEDGMENT

BE IT REMEMBERED, that before me, the undersigned, a Notary Public duly commissioned and acting within and for the County and State aforesaid, personally appeared, HARVEY W.C. SHELTON and DAVID TWIGGS, respectively, to me well known as the President and Secretary of Hot Springs Village Property Owners' Association, to me well known as the individuals in the above Amendment to the Protective Covenants of the Hot Springs Village Declaration of Covenants and Restrictions who acknowledged to me that they had executed same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal as such Notary Public on this 30 day of April, 2015.

Dixie Wright  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
3-1-2022

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# PROTECTIVE COVENANTS

Book 3641 Page 200

**1. Application.** These Protective Covenants shall apply to all of the Existing Properties. Same shall also apply to additions to existing Properties unless the Developer shall specifically exempt from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration.

**2. Architectural Control Committee.** When the Architectural Control Committee hereinafter referred to as A.C.C., is alluded to in these Protective Covenants, it shall mean either the Board of Directors of the Hot Springs Village Property Owners Association ("POA") or the Architectural Control Committee appointed by the Board of Directors of the POA pursuant to the assignment, transfer and conveyance to the POA by Cooper Communities, Inc. ("CCI") of CCI's powers under ARTICLE XI of the Declaration. The Provisions of ARTICLE XI of the Declaration shall prevail in all respects as to these Protective Covenants, in the event of conflict between these Protective Covenants and ARTICLE XI of the Declaration.

**3. Amendment, Rescission or Additions.** The POA Board of Directors its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time, but unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plan of the Declaration, such Amendment, Rescission or Additions shall not make the Protective Covenants as to those Lots zoned as Residential less restrictive for the construction of residential buildings than as provided in the Federal Housing Administration's then current edition of "Minimum Property Standards for One and Two Living Units."

**4. Zoning.** The notes upon the recorded subdivision plats shall control as to use of the Lots reflected thereon. Structures upon Lots designated as commercial upon a recorded subdivision plat shall be entirely controlled as to kind, shape, height, materials, et cetera by the A.C.C. As to Lots designated as Residential Lots upon a recorded subdivision plat, the notes upon the recorded subdivision plat shall control regarding the residential structure types (Single Family Detached, Single Family Attached and Multi-family Structure) which shall be permitted. The notes upon the recorded subdivision plat shall also control as to minimum square footage of each Single Family Detached structure, Single Family Attached structure, as well as each Living Unit in a Multi-family structure. Provisions of ARTICLE XI shall control as to kind, shape, height, materials, et cetera in regard to all structures erected upon or moved upon Residential Lots. Notes on all recorded subdivision plats can only be modified by the POA Board of Directors and A.C.C.

**5. Resubdivision.** No lot so designated shall be resubdivided except when replatted by the POA Board of Directors after written approval of the A.C.C.

**6. Temporary Structures.** No structure of a temporary character, bus, motor home, camper, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

**7. Setbacks.** No building shall be placed closer to the right-of-way access for vehicles than the setback line shown on a recorded subdivision plat, except where such requirement creates an undue hardship upon the Owner, such setback may be modified as necessary to prevent the hardship by the A.C.C.

**8. Side Yards.** Where Lots are zoned as Residential the following shall apply:

(a) A single Family Detached structure or any building incident thereto shall not be closer to a side lot line than 7-1/2 feet, except where such restriction creates an undue hardship upon the Owner. A.C.C. may modify this restriction so as to alleviate the hardship.

(b) A Single Family Attached structure shall not be required to have a side yard, and a common or party wall may be constructed upon the dividing lines between Lots so that the wall may be partially upon one Lot and partially upon the other, or said common wall may be entirely upon one of the two lots involved.

(c) There shall be no requirement as to a side yard where Multi-family structures are involved, and subject to approval by the A.C.C., Multi-family structures may be constructed up to or upon the dividing lines between Lots.

The A.C.C. shall decide all questions relative to location of Commercial structures upon Lots where such structures are permitted subject to paragraphs numbered 4 and 7 hereof.

**9. Land Lakes, Water Courses, Golf Courses, Permanent Parks, Permanent Recreational Plots.** No building shall be placed nor shall any material or refuse be placed or stored upon any Lot or other Parcel of Land within 20 feet of the property line of any Lake or within 20 feet of the edge of any open Water Course, or within 20 feet of the property line of any Golf Course, Permanent Park or Permanent Recreational Plot. Clean fill may be placed nearer to the property line of a Lake or the edge of an open Water Course in the event the written permission of the A.C.C. is first obtained. With written permission of the A.C.C. a boat dock may be placed closer than 20 feet to the property line of a Lake or the edge of an open Water Course. The decision of the A.C.C. as to the permission aforesaid shall be final and conclusive.

**10. Construction of Buildings.** The contractor, builder, person or entity constructing a building upon The Properties shall, prior to beginning the construction of any such building, furnish the A.C.C. satisfactory proof that builders' risk insurance, including workmen's compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish to the A.C.C. such credit information and proof of financial ability to complete the building within the time requirements of these Protective Covenants, as shall be required by the A.C.C. In such case, the Owner shall also furnish to the A.C.C. proof of builder's risk insurance, including workmen's compensation insurance, if applicable, being in effect for the construction period.

**11. Time for Completion of Buildings.** Commercial structures, Single Family Attached structures, and Multi-family structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached structure as well as garage and outbuildings permitted.

(a) The exterior of any Single Family Detached structure, garage, or outbuildings permitted which shall be erected upon or moved upon any Lot of The Properties covered by these Protective Covenants shall be completely finished within six months of the date of the start of construction.

(b) The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon or moved upon a Lot of The Properties, covered by these Protective Covenants shall be completely finished within twelve months following the start of construction.

The contractor, builder, or Owner, will submit all structures to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided or as may be provided by the A.C.C. In the event of non-compliance with completion dates as herein provided the Association shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance and the particular party acting shall bill the Owner for the amount expended plus 10% for administration. In the event the Owner does not pay same, the Association, as the case may be, shall have the legal right to file a statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the Owner.

**12. Electric Wiring and Plumbing.** Electric wiring and plumbing installed in any structure erected upon or moved upon The Properties shall be in accordance with standards prescribed by the A.C.C. and in no event shall such standards be less restrictive than those provided by the Federal Housing Administration.

**13. Sewage Disposal.** No privately owned sewage disposal system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless the Association has indicated it will not make its sewer system available, and then not unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

**14. Water Supply.** No privately owned water system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless the Association has indicated it will not make its water system available and then not unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

**15. Outbuildings.** Outbuildings or accessory buildings, such as garage, servants quarters or guest house, shall be permitted upon Lots upon which a Single Family Detached

structure has been constructed or is under construction, provided the building and/or buildings are occupied by servants employed on the premises or by guests, and are not occupied otherwise as rental units by non-servant or non-guest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera, of such buildings.

Outbuildings such as garages, storage sheds, workshops, gazebos, or swimming pools will not be permitted on any undeveloped lot in a residential zone. A.C.C. can provide an exception to this rule provided there already exists a private residence and the outbuilding or pool that is being permitted on the adjacent lot is constructed across the property lines of both lots or connected by a wall, which must be approved by A.C.C.

Private residences can be built on more than one lot provided the foundation crosses the property lines of each adjoining lot. POA dues shall be required for each lot.

Outbuildings or accessory buildings permitted upon Lots or Parcels of Land upon which there is constructed a commercial building, Single Family Attached structure, or Multi-family structure, shall be entirely within the discretion of the A.C.C.

**16. Protective Screening.** There shall be compliance with all protective screening areas as reflected upon any recorded subdivision plat of The Properties. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections," shrub plantings, fences or walls shall be maintained throughout the entire length of such areas by the Owner or Owners at their own expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall or utility or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utility and drainage facilities.

**17. Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**18. Signs.** All signs are prohibited in areas zoned upon any recorded subdivision plat as Residential except:

(a) Signs erected by the POA;

(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 3 square feet in area unless approved by the A.C.C.

(c) Signs erected by Developer in connection with its sales program.

The erection of signs in areas zoned commercial upon any recorded subdivision plat shall require a permit of the A.C.C.

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and no such sign, except as provided in subparagraph (a) above, shall be erected without the permit of the A.C.C.

**19. Model Houses.** No provision of these Protective Covenants shall preclude the Developer or other qualified home builders in furtherance of its sales program from erecting and maintaining Model Houses in any area zoned upon a recorded subdivision plat as Residential.

**20. Businesses Prohibited in Residential Areas.** Except for the business of the Developer in furtherance of its sales program, the practice of any profession or the carrying on of any business is prohibited within any area zoned as Residential upon any recorded subdivision plat of The Properties, without the approval of the A.C.C.

**21. Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved in the Declaration and will be reserved in any Supplemental Declaration and also will be reserved as indicated upon any recorded subdivision plat of The Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which the Association, a public authority or utility company is responsible.

**22. Nuisances.** No obnoxious or offensive activity shall be carried on upon any lot or Parcel of Land of The Properties or conditions that violate State or Federal laws, County Ordinances or POA Board Policies.

**23. Livestock, Poultry and Pets.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or Parcel of Land of The Properties, except that registered dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

**24. Garbage and Refuse Disposal.** No Lot or Parcel of Land of The Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in appropriate sealed containers stored out of sight from the street, within a carport or in an area approved by the POA; placed at the curb no earlier than the day before collection; and removed from the curb within 24 hours of collection.

**25. Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Parcel of Land of The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Parcel of Land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Parcel of Land.

**26. Storage of Materials.** The storage of building materials for a period of time in excess of three months on any private Lot shall be prohibited unless said materials shall be incidental to the construction of a new residence as permitted by the A.C.C. Said materials shall include, but not necessarily be limited to lumber, timber, metal or waste materials. Upon notice by the Association the Property Owner shall have ten (10) days to remove said material. Pursuant to said notice and

failure to comply, the Association shall have the right to remove said materials all at the cost of the Owner. Such cost and expenses incurred by the Association shall be paid to the Association upon demand in accordance with Article XII, Section 2 of the Declaration.

**27. Storage of Derelict Vehicles.** The storage of derelict vehicles on Private Lots and/or Common Property shall be prohibited unless stored in a garage or carport. Any motorized vehicle which is inoperable shall be considered as derelict. If the vehicle is located on a private lot the vehicle owner and/or the lot owner may be held responsible for non-compliance. If such vehicle is located on common property the POA may remove the vehicle to a storage area. Towing and storage charges will be the responsibility of the vehicles owner.

**28. Parking or Storing of Vehicles on Residential Property.** No bus, truck, recreation vehicle, motor home, camper, boat, trailer (except golf cart trailer) or other vehicle not normally or customarily used for personal or family transportation shall be parked or stored (unless in a carport or garage) on or near any residential property for a period of time in excess of 72 hours in a two week period, unless parked in an area approved by the A.C.C. for location and screening.

**29. Parking or Storage of Commercial Vehicles.** No vehicle used for commercial purposes, including but not limited to dump trucks, flat bed trucks, cargo vans, cargo trailers, and self powered construction equipment shall be parked or stored (unless in a carport or garage) in a residential area other than for the purpose of accommodating work on the premises. This provision is not intended to include pickup trucks and vans up to 6,000 lbs. G.V.W. and normally used for personal or family transportation.

**30. Enforcement.** Any infraction of the terms of the Declaration, Protective Covenants or the Policies, Rules and Regulations of the Association by a member or a member of a member's household, may in addition to any legal recourse, including those remedies set forth elsewhere in the Declaration, Board Policy (fines), State or Federal laws or County Ordinances, result in the suspension of enjoyment rights of the member and the household of the member causing such infraction as authorized by Article VIII, Declaration, Section 3 (c).

**31. Conflict.** In the event of conflict between these Protective Covenants and the Declaration, the provisions of the Declaration shall prevail.

**32. Overlay Zones.** All protective covenants are enforceable with the exception of areas designated as an Overlay Zone. Overlay zones outline specific requirements for a clearly defined area. These requirements may vary among different overlay zones depending on the specific objectives for the area.

Adopted by B.O.D. 5-29-14 and County, AR

I certify this instrument was  
filed on 05/01/2015 10:29AM  
and recorded in DEED Book  
3641 at pages 190 - 202  
Jennia Pike - Circuit Clerk

Document Filed for Recording by DC

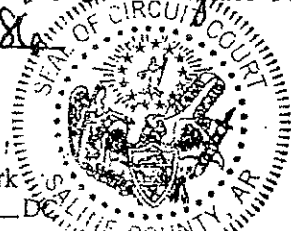
In BK 2015 PG 3098

MAY 1 2015

at 2:07 am/pm

Myka Sample, Circuit Clerk

By C. Thompson



15 030998

**HOT SPRINGS VILLAGE  
COVENANTS AND RESTRICTIONS**

FILED  
GARLAND COUNTY  
CIRCUIT CLERK

2012 JUL 27 PM 1:48

BY: SK

**CORRECTED  
THIRD AMENDMENT  
TO  
DECLARATION**

**DATED JULY 27, 2012**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Declaration for Hot Springs Village (HSV) was originally filed with the Circuit Clerks of Garland and Saline Counties, Arkansas on April 20, 1970, and the property described therein, as well as the properties added to the Development by Supplemental Declarations, have continued to be governed by said documents; and

WHEREAS, the First Amendment to the Declaration was filed with the Circuit Clerks of Garland and Saline Counties, Arkansas on April 16, 2003, and became effective on April 20, 2006; and

WHEREAS, the Second Amendment to the Declaration was filed with the Circuit Clerks of Garland and Saline Counties, Arkansas on April 14, 2009, and will become effective on April 20, 2013; and

WHEREAS, the Hot Springs Village Property Owners' Association (HSVPOA), an Arkansas Non-Profit Corporation, has been, and continues to be, the legal entity charged with the ownership, construction, and preservation of the values of the common properties and facilities, as well as the maintenance of all roads, streets, pathways, and all other common facilities and properties within the Development; and

WHEREAS, ARTICLE XIV, General Provisions, Section 1. Duration. provides that the Declaration and its covenants and restrictions may be amended provided such amendments are approved by the affirmative vote of two-thirds of those voting at an election called for such purpose, after the establishment of a quorum and provided such amendment is recorded at least one year in advance of the effective date, and written notice of the proposed amendment is sent to every owner at least forty-five (45) days in advance of any action taken; and

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WHEREAS, HSVPOA, through its Board of Directors, proposed to its membership a Third Amendment to the Declaration, such vote having been submitted to the membership with an election date of February 15, 2012, and such having received sufficient votes to constitute a quorum (14,378 of the 27,409 members in good standing on September 9, 2011), and having received the affirmative vote of more than two-thirds of those voting, notice of the amendment having been sent to every owner as required, and this Third Amendment is being filed with the Circuit Clerks of Garland and Saline Counties, Arkansas more than one year before the effective date of such change (August 1, 2013);

NOW, THEREFORE, HSVPOA hereby declares that all real property described in the Declaration filed on April 20, 1970, as amended effective April 20, 2006, and as amended April 14, 2009, effective April 20, 2013, as well as all additions as may hereafter be made pursuant to ARTICLE II of the Declaration, as amended, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens contained in the original Declaration, the First Amendment to the Declaration, the Second Amendment to the Declaration, and this Third Amendment to the Declaration.

1. By an affirmative vote of 75.6% of the owners of Lots and Living Units in Hot Springs Village of those voting in said election (10,862 "For" votes of the 14,378 votes cast), at a meeting of the membership held on February 15, 2012, at Hot Springs Village, the following Amendment to the Declaration was adopted:

#### ARTICLE X

##### Covenant for Maintenance Assessments

Section 4. Special Assessments for Capital Improvements With Vote of Members.

In addition to the annual assessments authorized by Section 3 hereof, the Association may request and levy a special assessment limited in time and specifically for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the water system, the sewer system, and the ways of access for vehicles and roads and streets within The Properties, even though the roads and streets may have been dedicated to the public, and also other capital improvements upon or additions to the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51% of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, duration of the special assessment, and the specifics of the project.

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2. A copy of the Third Amendment to the Declaration was provided to every owner of a Lot or Living Unit more than forty-five (45) days in advance of the recording of this document.
3. In accordance with the First Amendment to Declaration, this Third Amendment to the Declaration shall be effective on August 1, 2013.
4. All other terms, covenants, restrictions and requirements of the Declaration filed and effective on April 20, 1970, the First Amendment to the Declaration filed on April 16, 2003, and effective on April 20, 2006, the Second Amendment to the Declaration filed on April 14, 2009, and effective on April 20, 2013, shall remain in full force and effect, except as amended herein.

IN WITNESS WHEREOF, Hot Springs Village Property Owners' Association, an Arkansas Non-Profit Corporation, by its duly elected and acting President and Secretary, have caused this Third Amendment to Declaration to be executed in multiple counterparts, any one of which may be deemed an original, this 27<sup>th</sup> day of July, 2012.

HOT SPRINGS VILLAGE PROPERTY  
OWNERS' ASSOCIATION

By:   
GERALD KOSOGLOW, President

ATTEST

  
SCOTT RANDALL, Secretary

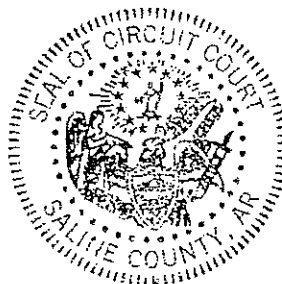
12 062694

STATE OF ARKANSAS )  
 ) SS ACKNOWLEDGMENT  
COUNTY OF GARLAND )

BE IT REMEMBERED, that before me, the undersigned, a Notary Public duly commissioned and acting within and for the County and State aforesaid, personally appeared GERALD KOSOGLOW and SCOTT RANDALL, to me well known as the President and Secretary of Hot Springs Village Property Owners' Association, respectively, whose names are subscribed to the above and foregoing Third Amendment to Declaration, and they acknowledged to me that they had executed same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal as such Notary Public this 27 day of July, 2012.

Suzette Tadlock  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
10-26-2020



FILED FOR RECORD  
In Box Book 2012 Page 62692  
JUL 27 2012  
at 1:40 o'clock P.M.  
DENNIS MULLIGAN, CIRCUIT CLERK  
BY Brandon DC.

12 062695

**HOT SPRINGS VILLAGE  
COVENANTS AND RESTRICTIONS**

FILED  
SALINE COUNTY  
CIRCUIT CLERK

2012 JUL 24 PM 1:50

**THIRD AMENDMENT  
TO  
DECLARATION**

**DATED** July 24, 2012

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Declaration for Hot Springs Village (HSV) was originally filed with the Circuit Clerks of Garland and Saline Counties, Arkansas on April 20, 1970, and the property described therein, as well as the properties added to the Development by Supplemental Declarations, have continued to be governed by said documents; and

WHEREAS, the First Amendment to the Declaration was filed with the Circuit Clerks of Garland and Saline Counties, Arkansas on April 16, 2003, and became effective on April 20, 2006; and

WHEREAS, the Second Amendment to the Declaration was filed with the Circuit Clerks of Garland and Saline Counties, Arkansas on April 14, 2009, and will become effective on April 20, 2013; and

WHEREAS, the Hot Springs Village Property Owners' Association (HSVPOA), an Arkansas Non-Profit Corporation, has been, and continues to be, the legal entity charged with the ownership, construction, and preservation of the values of the common properties and facilities, as well as the maintenance of all roads, streets, pathways, and all other common facilities and properties within the Development; and

WHEREAS, ARTICLE XIV, General Provisions, Section 1. Duration. provides that the Declaration and its covenants and restrictions may be amended provided such amendments are approved by the affirmative vote of two-thirds of those voting at an election called for such purpose, after the establishment of a quorum and provided such amendment is recorded at least one year in advance of the effective date, and written notice of the proposed amendment is sent to every owner at least forty-five (45) days in advance of any action taken; and

WHEREAS, HSVPOA, through its Board of Directors, proposed to its membership a Third Amendment to the Declaration, such vote having been submitted to

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the membership with an election date of February 15, 2012, and such having received sufficient votes to constitute a quorum (14,378 of the 27,409 members in good standing on September 9, 2011), and having received the affirmative vote of more than two-thirds of those voting, notice of the amendment having been sent to every owner as required, and this Third Amendment is being filed with the Circuit Clerks of Garland and Saline Counties, Arkansas more than one year before the effective date of such change (April 20, 2018);

NOW, THEREFORE, HSVPOA hereby declares that all real property described in the Declaration filed on April 20, 1970, as amended effective April 20, 2006, and as amended April 14, 2009, effective April 20, 2013, as well as all additions as may hereafter be made pursuant to ARTICLE II of the Declaration, as amended, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens contained in the original Declaration, the First Amendment to the Declaration, the Second Amendment to the Declaration, and this Third Amendment to the Declaration.

1. By an affirmative vote of 75.6% of the owners of Lots and Living Units in Hot Springs Village of those voting in said election (10,862 "For" votes of the 14,378 votes cast), at a meeting of the membership held on February 15, 2012, at Hot Springs Village, the following Amendment to the Declaration was adopted:

#### ARTICLE X Covenant for Maintenance Assessments

##### Section 4. Special Assessments for Capital Improvements With Vote of Members.

In addition to the annual assessments authorized by Section 3 hereof, the Association may request and levy a special assessment limited in time and specifically for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the water system, the sewer system, and the ways of access for vehicles and roads and streets within The Properties, even though the roads and streets may have been dedicated to the public, and also other capital improvements upon or additions to the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51% of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, duration of the special assessment, and the specifics of the project.

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2. A copy of the Third Amendment to the Declaration was provided to every owner of a Lot or Living Unit more than forty-five (45) days in advance of the recording of this document.
  3. This Third Amendment to the Declaration shall be effective on April 20, 2018.
  4. All other terms, covenants, restrictions and requirements of the Declaration filed and effective on April 20, 1970, the First Amendment to the Declaration filed on April 16, 2003, and effective on April 20, 2006, the Second Amendment to the Declaration filed on April 14, 2009, and effective on April 20, 2013, shall remain in full force and effect, except as amended herein.

IN WITNESS WHEREOF, Hot Springs Village Property Owners' Association, an Arkansas Non-Profit Corporation, by its duly elected and acting President and Secretary, have caused this Third Amendment to Declaration to be executed in multiple counterparts, any one of which may be deemed an original, this 4<sup>th</sup> day of June, 2012.

HOT SPRINGS VILLAGE PROPERTY  
OWNERS' ASSOCIATION

By:   
GERALD KOSOGLOW, President

ATTEST:

  
SCOTT RANDALL, Secretary



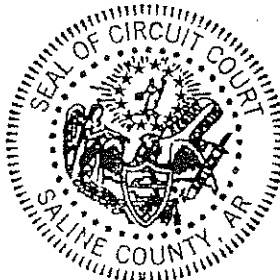
STATE OF ARKANSAS     )  
                                  ) SS     ACKNOWLEDGMENT  
COUNTY OF GARLAND    )

BE IT REMEMBERED, that before me, the undersigned, a Notary Public duly commissioned and acting within and for the County and State aforesaid, personally appeared GERALD KOSOGLOW and SCOTT RANDALL, to me well known as the President and Secretary of Hot Springs Village Property Owners' Association, respectively, whose names are subscribed to the above and foregoing Third Amendment to Declaration, and they acknowledged to me that they had executed same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal as such Notary Public this 4 day of June, 2012.



Suzette Tadlock  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
10-26-2020



FILED FOR RECORD  
In Doc Book 2012 Page 61486  
JUL 24 2012  
at 1:50 o'clock P M  
DENNIS MILLIGAN, CIRCUIT CLERK  
BY U8200 DC

**HOT SPRINGS VILLAGE  
COVENANTS AND RESTRICTIONS**

FILED  
SALINE COUNTY  
CIRCUIT CLERK  
2009 APR 14 PM 12:30

BY: *[Signature]*

**SECOND AMENDMENT  
TO  
DECLARATION**

**DATED APRIL 14, 2009**

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Declaration for Hot Springs Village (HSV) was originally filed with the Circuit Clerks of Garland and Saline Counties, Arkansas, on April 20, 1970, and the property described therein, as well as the properties added to the Development by Supplemental Declarations, have continued to be governed by said documents; and

WHEREAS, the First Amendment to the Declaration was filed with the Circuit Clerks of Garland and Saline Counties, Arkansas, on April 16, 2003, and became effective on April 20, 2006; and

WHEREAS, the Hot Springs Village Property Owners' Association (HSVPOA), an Arkansas Non-Profit Corporation, has been, and continues to be, the legal entity charged with the ownership, construction, and preservation of the values of the common properties and facilities, as well as the maintenance of all roads, streets, pathways, and all other common facilities and properties within the Development; and

WHEREAS, **ARTICLE XIV, General Provisions, Section 1. Duration.** provides that the Declaration and its covenants and restrictions may be amended provided such amendments are approved by the affirmative vote of two-thirds of those voting at an election called for such purpose, after the establishment of a quorum and provided such amendment is recorded at least one year in advance of the effective date, and written notice of the proposed amendment is sent to every owner at least forty-five (45) days in advance of any action taken; and

WHEREAS, HSVPOA, through its Board of Directors, proposed to its membership a Second Amendment to the Declaration, such vote having been submitted to the membership with an election date of October 3, 2007, and such having received

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sufficient votes to constitute a quorum (16,116 of the 32,230 members in good standing on June 15, 2007), and having received the affirmative vote of more than two-thirds of those voting, notice of the amendments having been sent to every owner as required, and this Second Amendment is being filed with the Circuit Clerks of Garland and Saline Counties, Arkansas, more than one (1) year before the effective date of such change (April 20, 2013);

NOW, THEREFORE, HSVPOA hereby declares that all real property described in the Declaration filed on April 20, 1970, as amended effective April 20, 2006, and all Supplemental Declarations adding real property to the Development, as well as all additions as may hereafter be made pursuant to ARTICLE II of the Declaration, as amended, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens contained in the original Declaration, the First Amendment to the Declaration, and this Second Amendment to the Declaration.

1. By an affirmative vote of 79.15% of the owners of Lots and Living Units in Hot Springs Village of those voting in said election (13,182 "For" votes of the 16,655 votes cast), at a meeting of the membership held on October 3, 2007, at Hot Springs Village, the following Amendment to the Declaration was adopted:

#### **ARTICLE VIII Property Rights of the Common Properties**

##### **Section 3. Extent of Members' and Associate Members' Easements.**

- (j) the right of the Association by and through its authorized and delegated representatives to impose a reasonable monetary penalty for any single incident infraction as defined in its Protective Covenants and published rules and regulations, such monetary penalty not to exceed the amount of the annual assessment in effect at the time of such infraction.

The right of the Association to impose a reasonable monetary penalty on a daily basis for ongoing infractions as defined in the Association's Protective Covenants and published rules and regulations which are not corrected within thirty (30) days of written notice of the infraction to the property owner. Accumulated monetary penalties for ongoing infractions shall not exceed five times the total of the annual assessment.

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Any such monetary penalties shall be the personal obligation of the member committing such infraction, the amount representing the penalty, together with interest, costs, and a reasonable attorney's fee. Any member having been notified of the charging of any monetary penalty shall have the right to contest such by written notification to the Association and received within 30 days of the written notice to the member. The Association, by its Board of Directors or by its authorized and delegated representatives, shall hear any contest of the infraction and the monetary penalty within 60 days. The decision of the Association shall be final.

2. **ARTICLE X, Covenant for Maintenance Assessments, Section 3. Basis and Maximum of Annual Assessments. Section 5. Change in Basis of Maximum of Annual Assessments. and Section 6. Quorum for any Action Authorized Under Sections 4 and 5 are hereby deleted.**

3. By an affirmative vote of 67.87% of the owners of Lots and Living Units in Hot Springs Village who voted in said election (11,304 "For" votes of the 16,655 votes cast) at the meeting of the membership held on October 3, 2007, at Hot Springs Village, the following Amendments to the Declaration were adopted:

#### **ARTICLE X Covenant for Maintenance Assessments**

**Section 3. Basis and Maximum of Annual Assessments.** From and after January 1, 2014, the annual assessment may be increased each year above the annual assessment for the previous year by a two-thirds (2/3) majority vote of the Board of Directors of the Association, provided, however, that such increase may be no greater than the consumer price index for the twelve month period ending June 30 of the preceding year using the "Consumer Price Index, South Region All Items" as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor or, if such is not available, any other reliable governmental or other non-partisan publication evaluating similar information. Unless the annual assessment shall be increased as aforesaid, it shall remain at the rate prevailing for the previous year.

**Section 5. Increase in Annual Assessment With Vote of Members.** The annual assessment may be increased prospectively from the amounts set forth in any year without limitation on the amount of such increase by a majority vote of each class of members voting in person or by proxy at a meeting duly called for such purpose.

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**Section 6. Notice and Quorum for Any Action of Members Authorized Under Sections 4 and 5.** Written notice of any meeting of the membership called for the purpose of taking any action authorized under Sections 4 and 5 of Article X hereof shall be sent to all members in good standing not less than 30 days in advance of the meeting. At the first such called meeting the presence of members in good standing or of proxies entitled to cast a majority of all votes of each class shall constitute a quorum. If the required quorum is not present at any meeting another meeting may be called subject to the same notice requirement and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 90 days following the preceding meeting.

4. A copy of the **Second Amendment** to the Declaration was provided to every owner of a Lot or Living Unit more than forty-five (45) days in advance of the recording of this document.

5. This **Second Amendment** to the Declaration shall be effective on April 20, 2013.

6. All other terms, covenants, restrictions and requirements of the Declaration filed and effective on April 20, 1970, and the First Amendment to the Declaration filed on April 16, 2003, and effective on April 20, 2006, shall remain in full force and effect, except as amended herein.

IN WITNESS WHEREOF, Hot Springs Village Property Owners' Association, an Arkansas Non-Profit Corporation, by its duly elected and acting President and Secretary, have caused this Second Amendment to Declaration to be executed in multiple counterparts, any one of which may be deemed an original, this 14<sup>th</sup> day of April, 2009.

HOT SPRINGS VILLAGE PROPERTY  
OWNERS' ASSOCIATION

By: Robert M. Shoemaker  
ROBERT M. SHOEMAKER, President

ATTEST:

Dave Johnston  
DAVE JOHNSTON, Secretary

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STATE OF ARKANSAS )  
 ) SS  
COUNTY OF GARLAND )

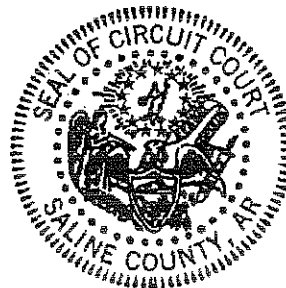
ACKNOWLEDGMENT

BE IT REMEMBERED, that before me, the undersigned, a Notary Public duly commissioned and acting within and for the County and State aforesaid, personally appeared ROBERT M. SHOEMAKER and DAVE JOHNSTON, to me well known as the President and Secretary of Hot Springs Village Property Owners' Association, respectively, whose names are subscribed to the above and foregoing Second Amendment to Declaration, and they acknowledged to me that they had executed same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal as such Notary Public this 14<sup>th</sup> day of April, 2009.



Suzette Tadlock  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
11-14-2010



SECOND AMENDMENT TO DECLARATION  
Page 5 of 5

FILED FOR RECORD  
In Doc Book 09 Page 31998

at 12:30 APR 14 2009 o'clock P M  
BY Doug Kidd DOUG KIDD, CIRCUIT CLERK  
BY matting DC

FILED  
SALINE COUNTY  
CIRCUIT CLERK

2003 APR 16 PM 2:09

**HOT SPRINGS VILLAGE  
COVENANTS AND RESTRICTIONS**

**FIRST AMENDMENT  
TO  
DECLARATION**

**DATED APRIL 16, 2003**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Declaration for Hot Springs Village (HSV) was originally filed with the Circuit Clerks of Garland and Saline Counties, Arkansas, on April 20, 1970, and the property described therein, as well as the properties added to the Development by Supplement Declarations, have continued to be governed by said documents; and

WHEREAS, the Hot Springs Village Property Owners' Association (HSVPOA), an Arkansas Non-Profit Corporation, has been, and continues to be, the legal entity charged with the ownership, construction, and preservation of the values of the common properties and facilities, as well as the maintenance of all roads, streets, pathways, and all other common facilities and properties within the Development; and

WHEREAS, **ARTICLE XIV, General Provisions, Section 1. Duration.** of said Declaration provided that the Declaration and its covenants and restrictions should run with and bind the lands and inure to the benefit of and be enforceable by the HSVPOA for a term of twenty-six (26) years from the recording date of the Declaration (April 20, 1970) and thereafter be automatically extended for successive periods of ten (10) years unless an instrument approved by two-thirds of the Lots or Living Units have been recorded changing such covenants and restrictions, in whole or in part; provided further, any such changing instrument must be recorded in both Garland and Saline Counties, State of Arkansas, three (3) years in advance of the effective date of such change, with written notice of the proposed instrument and change having been sent to every owner at least ninety (90) days in advance of the action of recording; and

WHEREAS, HSVPOA, through its Board of Directors, proposed to its membership an Amendment to the Declaration, such having received the affirmative vote of more than two-thirds of the Lots and Living Units, notice of the Amendment having been sent to every owner as required, and this First Amendment is being filed with the Circuit Clerks of

WOOD, SMITH, SCHNIFFER & CLAY  
ATTORNEYS AT LAW

SMITH BUILDING  
123 MARKET STREET  
HOT SPRINGS, ARKANSAS  
71901

501/624-1252  
FAX 501/624-6553

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Garland and Saline Counties, State of Arkansas, more than three (3) years before the effective date of such change (April 20, 2006);

NOW, THEREFORE, HSVPOA hereby declares that all real property described in the Declaration filed on April 20, 1970, and all Supplemental Declarations adding real property to the Development, as well as all additions as may hereafter be made pursuant to ARTICLE II of the Declaration, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens contained in the original Declaration, as well as this First Amendment to the Declaration.

1. **ARTICLE XIV, General Provisions, Section 1. Duration.** is hereby deleted.

2. By an affirmative vote of 68.87% of the owners of Lots and Living Units in Hot Springs Village (23,222 "For" votes of the 33,719 owners as of September 27, 2002), at a meeting of the membership held on October 29, 2002, at Hot Springs Village, the following Amendment to the Declaration was adopted:

**ARTICLE XIV  
General Provisions**

**Section 1. Duration.** The Covenants and Restrictions of the original Declaration and this amended Declaration shall run with and bind the land, and 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 seven (7) years from the effective date of this amended Declaration after which time said covenants shall be automatically extended for successive periods of seven (7) years unless an amendment is approved by the affirmative vote of two-thirds of those voting at an election called for such purpose. A majority of all lots or living units whose Owners are in good standing shall constitute a quorum. An Owner in good standing shall mean a property owner current (no more than 60 days delinquent) in payment of all assessments, service and use charges and not under any suspension of enjoyment rights. Provided, however, that no such amendment shall be effective unless made and recorded one year in advance of the effective date of such change and unless written notice of the proposed amendment is sent to every owner at least forty five days in advance of any action taken.

3. A copy of the First Amendment was provided to every owner of a Lot or Living Unit more than ninety (90) days in advance of the recording of this document.



at 2:09 o'clock P  
DOUG KIDD, CIRCUIT CLERK  
BY: M. Sample DC

**IN THE CIRCUIT COURT OF SALINE COUNTY, ARKANSAS**  
**IN THE MATTER OF THE ESTABLISHMENT**  
**OF THE SALINE WATERSHED REGIONAL WATER**  
**DISTRIBUTION DISTRICT**

FILED  
SALINE COUNTY  
CIRCUIT CLERK  
2003 DEC 19 PM 1:26  
NO. CV 2003-436-2  
BY                     

**ORDER ESTABLISHING THE SALINE**  
**REGIONAL WATER DISTRIBUTION DISTRICT**

Comes on now for hearing the petition to establish a regional water distribution district and the Court, after considering the petition, the testimony presented and the evidence adduced hereby finds:

1. By authority of the United States Congress, a reservoir has been constructed by and under the supervision and direction of the Corps of Engineers, Department of the Army, on the Ouachita River, in Montgomery County, Arkansas and Garland County, Arkansas. That reservoir is Lake Ouachita.

2. That a regional water distribution district is hereby established in the area involved for the purpose of engaging in the activities contemplated by Act 114, Ark. Acts of 1957, as amended (Arkansas Statutes Sections 14-116-101 thru 14-116-608), including but not limited to the following:

- (a) Acquisition of water from wells, lakes, rivers, tributaries, or streams of or bordering this state or from existing reservoirs heretofore created by the construction of dams by or under the direction and supervision of the United States Army Corps of Engineers;
- (b) Acquisition of water, water storage facilities, and the storage of the water in reservoirs created by the construction of multipurpose dams by or under the direction and supervision of the United State Army Corps of Engineers, or by the

water district with federal financial or other assistance furnished by the United States Secretary of Agriculture under the provisions of the Watershed Protection and Flood Prevention Act or any other federal law;

- (c) Purification, treatment and processing of the water;
- (d) Furnishing the water to persons desiring it;
- (e) Assisting in the installation and operation of the water and transportation facilities of persons who are furnished water by the water district and the acquisition, supply, or installation of equipment necessary therefor;
- (f) Transportation and delivery of the water to persons furnished it by the water district;
- (g) Carrying out the functions as may be related and appropriate to the accomplishment of purposes enumerated in this section; and,
- (h) To form and engage in contracts and/or partnerships with other water distribution districts and/or water purveyors to accomplish the above purposes.

3. The area which it is proposed shall be embraced within the district is described as follows:

All of Saline County, Arkansas, and certain overlapping areas in Grant, Hot Springs and Garland Counties, all as more fully set forth in a map of this area that is attached hereto as "Exhibit A."

4. Only a limited quantity of water is available in the area involved. The establishment and operation of the proposed district will provide an abundant and dependable supply of high quality water in the area at reasonable cost for the use of rural and municipal areas of the county for both residential and business customers and property owners and will thereby

promote the population maintenance, growth and economic development of the area. To accomplish these goals the district is authorized to use project improvement plans and assessments and the district shall have the power under the above referred to statutes to levy taxes to accomplish said goals.

5. The district shall be named the Saline Watershed Regional Water Distribution District.

6. The principal offices of the district should be located temporarily at 202 Main Street, Benton, Arkansas, 72015.

7. In order to provide adequate representation of the customers of the district the board of directors shall be comprised of one member from each justice of the peace district in the county, to be elected by the qualified voters in each such district. In the event water is furnished to customers outside Saline county, then representation on the board of directors shall also include one member from each area of service outside Saline County at such time as that area reaches the then current justice of the peace population requirements. Each such additional board member shall be elected by the qualified voters in the service area located outside Saline County. Each director shall serve for a term of six (6) years and until his successor is duly elected and qualified, except that to provide staggered terms of the members, the initial board shall be comprised of the following members to serve the following terms:

Justice of the Peace District Number	Board Member	Term Length
1	Roger Moren	6 years
2	Mike Kemp	4 years
3	Lex Dobbins	2 years
4	Robert Berry	2 years

5	Bruce Watson	4 years
6	Dickie Kentner	6 years
7	Vernon Williams	4 years
8	Ray Gabbard	6 years
9	Wilma Raney	2 years
10	Bobby Westbrook	6 years
11	Nina Huey	2 years
12	Bob McKeon	6 years
13	Larry Morgan	4 years
Gariand County	Gordon Behnke	2 years

The term of office of the directors shall expire on December 31 of the year which constitutes the last year of the term of each director.

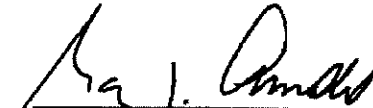
8. The board members may be removed by their respective electors for just cause, including but not limited to malfeasance and/or misfeasance in office.

9. The Court is satisfied and specifically finds that the Petition is sufficient in all respects and that these proceedings are in compliance with the Regional Water Distribution Act, No. 114 of 1957, as amended. Further, the Court finds that it is in the best interests of the persons residing or owning land within the boundaries of the proposed water district that the water district be established pursuant to and subject to all of the terms and provisions of the said Regional Water Distribution Act.

IT IS THEREFORE, CONSIDERED, ORDERED AND ADJUDGED that the petition is

hereby granted and that the Saline Watershed Regional Water Distribution District is hereby  
created.

DATED: 12-19-03

  
CIRCUIT JUDGE

