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BRENDA DESHIELDS

AMENDED AND RESTATED PROTECTIVE COVENANTS FOR PARK CENTRAL PUD, PHASE I TO THE CITY OF LOWELL BENTON COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the original Protective Covenants governing the use of the property for the highest of residential uses and to restrict the of the lots within Park Central PUD, Phase 1, Lowell, Arkansas, (hereafter "Park Central") were recorded in the records of Benton County, Arkansas, on March 28, 2006, in **Book 2006** at page 16133 of said records. Said Covenants were subsequently purportedly amended by an instrument recorded May 30th, 2013, in Book 2013 at Page 29128 of said records (hereafter the original Protective Covenants and the Amendment thereto are collectively referred to as the "Covenants"); and,

WHEREAS, said Covenants were executed by the original developer of Park Central and attached to and ran with the lands within Park Central as it appears on that certain Plat recorded in the office of the Benton County Circuit clerk and Ex-Officio Recorder in plat record 2006 at page 332 of the Benton County Real Estate Records and as subsequently revised by the Plat recorded in the office of the Benton County Circuit Clerk and Ex-Officio Recorder in plat record 2006 at page 1123 (collectively, the "Original Plat"); and,

WHEREAS, the Original Plat was amended by the following: (a) that certain Re-Plat of Lots 15-28, 83-114, 145-160, and 165-172 as shown on the Park Central PUD Phase I Plat Record Book 2006 Page 1123 (the "Phase I Re-Plat"), said Phase I Re-Plat being filed of record on July 25, 2018 in the office of the Benton County Circuit Clerk and Ex-Officio Recorder as Instrument #L201838376; and (b) that certain Correction Final Plat Park Central PUD Phase III Lots 29-82 & 115-144 & 176-187 filed of record on July 26, 2018 in the office of the Benton County Circuit Clerk and Ex-Officio Recorder as Instrument # L201838703 (collectively, the "Amended Plat"); and,

WHEREAS, the undersigned, being the successor Developer and owner of a majority of the lots within Park Central pursuant to Section 10C of the Covenants, wish to amend and restate said Covenants in their entirety to further provide for the preservation and enhancement of value of lots within Park Central when and as the property is improved, to provide for the maintenance of common areas, the enforcement of these Covenants, and to subject lots within Park Central to these Covenants as hereinafter set forth. Each and all of the Covenants set forth herein are hereby declared to be for the benefit of entire development and each and every owner of any and all parts thereof; and,

WHEREAS, as set forth in the original Covenants, the original developer deemed it desirable for the efficient preservation of the values and amenities in the development to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as hereafter defined) and administering and enforcing the Covenants governing same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement and the undersigned owners with to ratify and amend such provisions of the Covenants; and,

WHEREAS, there presently exists an Arkansas non-profit corporation known and identified as The Villas at Park Central Phase 1 Property Owners Association, Inc. (hereafter referred to as the "POA"), an Arkansas non-profit corporation, for the purpose of performing the above described functions and those that may hereafter be set forth.

NOW THEREFORE, the undersigned owners hereby adopt and impose upon the property within Park Central the Amended and Restated Protective Covenants stated herein and declare that the stated covenants shall apply to all of the property of the Park Central Subdivision as above platted and described as covenants running with the land:

1. SCOPE OF APPLICATION.

These covenants shall apply in their entirety to Phase I and Phase III as reflected on the Amended Plat.

2. LAND USE AND BUILDING TYPES.

- A. No lot shall be used except for residential purposes, other than Lots C-1, C-2, C-3, and C-4 as shown on the Original Plat and Lots 176-187 as shown on the Amended Plat which may be used for commercial purposes (the "Commercial Lots"). Other than the Commercial Lots, no platted lot may be split or subdivided without the prior written approval of the Park Central Architectural Control Committee (hereafter referred to as the PCACC), a committee within the POA as hereafter established. Except for the construction of permitted improvements within Park Central, the practice of any profession-or the carrying on of any business or commercial activity is prohibited within the property. However, this restriction shall not be deemed to prohibit a resident or owner from engaging in personal business or professional pursuits in a dwelling provided that: (1) the uses are incidental to the use of the dwelling as a residence; (2) the uses conform to all applicable governmental ordinances; (3) there is no external evidence of the uses such as overnight (or longer) storage of commercial equipment on a lot or street within the subdivision, (4) the uses do not entail visits to the lot by employees or members of the public; and, (5) the uses do not interfere with residents' use and enjoyment of neighboring lots.
- B. Other than the Commercial Lots, no building or car port shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling. However, Lots 1 through 14 and Lots 159 through 172 when any two (2) adjoining lots have a common owner such lots may be combined (subject to any applicable regulation or ordinance of the City of Lowell) for the purpose of building thereupon duplex residences with the boundary between the two lots also being the common or dividing wall between the two (2) duplex units thus constructed. Storage building, including portable buildings, or play house out-buildings may be permitted/approved in the discretion of the PCACC. Such out-buildings must be of a character and material consistent with the principal residence and the property. No other outbuildings will be permitted.
- C. "Ground floor" shall mean heated and cooled living space on one level. The total heated living space of the main structure, exclusive of one-story porches and garages on one level, shall not be less than 1200 square feet on the ground floor, including, where permitted, a singled side of a duplex located upon one lot as provided in paragraph 2(B), above. Single family residences having two stories shall be not less than 1600 square feet of heated living space. The ground floor of structures exceeding one story shall not be less than 1200 square feet. Heated garages or storage rooms may not be included in the calculation of "heated living space". No garage may be enclosed and used as a living space.
- D. In order to preserve, to the extent possible, the natural beauty of the property and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the property and to protect and enhance the property, the undersigned do hereby create the Park

Central Architectural Control Committee ("PCACC") as a subcommittee of the POA. Said Committee shall approve the details of construction plans, including placement of the dwelling on any lot other than the Commercial Lots. During the Developer Control Period (as hereafter defined) the Developer shall form PCACC initially by appointing three (3) persons of its choosing to serve thereupon. At the conclusion of the Developer Control Period the POA Board of Directors shall appoint three (3) persons who are owners of Lots and residents of Benton County to serve thereupon and terms for those so serving shall be staggered and members of the PCACC shall thereafter be elected at the annual meeting of the general POA membership.

- E. Other than Commercial Lots, no building or improvement of any type shall be constructed, erected, placed or altered upon any lot or property within Park Central and no grading shall be commenced until the building plans and specifications, plot plan, including placement of the improvement upon the lot, the landscaping plan, and construction schedule have been approved by the PCACC. Any modification to the exterior of any improvement in a manner not previously approved by the PCACC shall be submitted as provided above. Approval or disapproval of any plans must be given by the PCACC within 15 business days from submission or same shall be deemed to have been approved. The PCACC shall, from time to time, promulgate specifications for submissions, which shall be available to all prospective purchasers, their architects, and builders. Those specifications shall include, but are not limited to, the following:
 - i. Exterior of any structure must be twenty-five percent (25%) stone, brick or masonry. Drivet shall not be permitted. Vinyl window products are permitted. No concrete blocks, poured concrete or any other foundation material will be exposed unless concealed by proper landscaping.
 - ii. Primary roof structures shall be not less than 6/12 pitch. 3-Tab shingles are permitted. Front and back porch roofs may be 3/12 pitch.
 - iii. All landscaping and the complete sodding of a reasonable space constituting the immediate yard around a dwelling must approved in advance by the PCACC and completely installed prior to occupancy. The landscaping plan for each lot must include the planting of not less than one (1) tree. Other landscaping requirements shall be as established from time to time by the PCACC in its discretion.
 - iv. As above, no outbuildings shall he permitted except one (1) storage shed or playhouses. The design, location, and exterior materials of all such permitted outbuildings must be approved by the PCACC as provided above.
 - v. All outdoor mechanical systems of any kind must be shielded from view and situated so as to minimize noise intrusion upon neighboring properties.
 - vi. All houses must have front doors facing the internal streets within Park Central.
 - vii. No basketball goal may be erected in front (as above defined) of any residence unless approved in advance by the PCACC. Portable basketball goals must be stored and must not be visible from the street when not in use.
 - viii. No above-ground swimming pool may be installed on any lot.

- F. All approvals shall be withheld until all submissions for a given project are in complete compliance with the applicable covenants. THE APPROVAL OF PLANS AND SPECIFICATIONS AS REQUIRED HEREIN IS FOR THE MUTUAL BENEFIT OF THE OWNERS WITHIN THE PROPERTY AND SHALL NOT BE CONSTRUED AS AN APPROVAL OR CERTIFICATION THAT SUCH PLANS AND SPECIFICATIONS ARE TECHNICALLY SOUND OR PROPERLY ENGINEERED.
- G. No mobile, modular, or prefabricated homes of any kind shall be placed or constructed upon any property within the above-described lands. All applicable building codes for the City of Lowell must be complied with. Any conflict between the city codes or ordinances of the city of Lowell and these Covenants or the specification of the PCACC shall be resolved in favor of the more restrictive provisions.

3. GENERAL RESTRICTIONS.

- A. No noxious or offensive activity and no commercial activities of any kind shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Aerial fireworks of any kind are specifically prohibited. Other fireworks may be used on dates and times specifically designated by the City of Lowell. When used, residents are responsible for promptly cleaning up any debris
- B. No tent, shack, lean-to, or barn shall be erected on any lot in this property, temporarily or permanently, except for temporary use by construction contractors only. Camping tents used for recreational purposes of a short duration shall be considered as excluded by this provision but same may be erected in the backyard only for no more than one (1) night.
- C. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they docile and are not kept, bred or maintained for commercial purposes. Owners and residents are responsible for removal of all pet waste from the Property. Owners and residents shall not permit their pets to relieve themselves on common property or the property of others unless immediately and completely removed by the pet owner or responsible resident.
- D. No trash, ashes or other refuse may be thrown or dumped on any of the lots in the addition. Trash must be bagged. Containers for trash or garbage that is to be picked up on a regular basis may be placed in the open for access the evening before days when such pick-up is scheduled. At all other times such trash and recycling containers must be stored away from the street in such a manner as to be shielded from view by adjoining property owners or from the street.
- E. No building material of any kind or character shall be placed or stored upon any property until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines. During construction all construction debris, refuse, and trash shall be confined in roll-off type containers so as to prevent same from blowing or scattering about the adjoining properties or the development. Such confinement and its location must be reflected in the submissions to the PCACC and approved prior to construction.
- F. No previously approved structure shall be used for any purpose other than that for which it was originally approved.

- No cars, motorcycles, trucks, buses, mail carts, dune buggies, golf carts, mobile homes, G. commercial vehicles (including semi-tractors and work trailers), motor homes, travel trailers, campers, boats, motors or trailers shall be parked or kept in the yard or on any lot or in the street adjacent to any lot. Semi-tractors may not be parked overnight at any location in Park Central. Passenger cars and pick-up trucks used for personal use may be parked in driveways. However, cars, or RVs (defined as boats, golf carts, travel trailers, campers, and motor homes) may be stored or parked on a lot if inside an enclosed garage or similar enclosure either attached to the residence or detached and constructed with the approval of the PCACC as provided in paragraph 2(D), above. No RV or boat may be stored outside of its enclosure or parked in the yard or driveway of any property or on the street longer than is reasonably necessary for loading and unloading and shall not exceed 48 hours in a calendar week. Non-commercial passenger vehicles (specifically excluding RVs as above defined) belonging to guests of residents may be parked on the street on a very short-term basis not to exceed forty-eight (48) hours in a calendar week. Overnight parking in or upon any street within the subdivision is prohibited. The POA shall have the authority to have vehicles parked in the street in violation of the above provisions towed at the owner's expense. Inoperable vehicles of any sort may not be stored upon any Lot, including on the driveway, but may be stored in the enclosed, attached garage.
- H. Grass, weeds and vegetation shall be kept mowed, trimmed and edged to a height not to exceed six (6) inches and cleared at regular intervals on each lot by the owner thereof so as to maintain the same in a neat and attractive manner. Sidewalks must be edged and kept clear of growing weeds or grass and grass clippings in order to maintain pedestrian safety. No debris shall be allowed to accumulate upon any lot. Dead trees, shrubs, vines and plants shall be promptly removed from each lot. The Property Owners Association shall have the right, privilege and option to cause any unkept lots to be mowed and to remove dead trees, plants or other vegetation and debris from such lot if, after ten days' notice in writing, from the Property Owners Association to the owner, the owner has failed or neglected to do so, and the Property Owners Association shall be entitled to a lien on such lot for the cost of such work.
- I. The placement of electronic antennas or satellite receiver dishes must be approved by the PCACC. Under no circumstance shall any such devise be placed in front of fences or in front or side yards in front of the rear wall line of any residence in the subdivision. Only the small 18-24 inch satellite receiver dishes will be approved. All such installations must be below eave height unless a variance is granted by the PCACC.
- J. There shall be no hunting, trapping, unnatural harm to animals nor any target or trap shooting within the property.
- K. The PCACC may waive, in a particular instance, the building material requirements or any other requirement set out in this subsection; provided, such waiver must be in writing to be valid and dated and signed by a majority of the PCACC and such waiver shall not constitute a precedent or presumptive waiver for future similar requests.

BUILDING LOCATION

Except as in the case of the common lot line for duplex structures on combined lots as provided above, side lots setbacks shall be five (5) feet. Other building setbacks and rear yards minimums shall adhere to requirements as set out by the City of Lowell and the plat of Park Central. Any waiver or variance from such requirements shall be approved in writing by both the City of Lowell and the PCACC.

MAIL RECEPTACLES.

The design and location of all mail receptacles shall conform to all United States Post Office rules and regulations and be approved by the PCACC prior to installation.

DEVELOPER AND DEVELOPER CONTROL PERIOD

- A. The "Developer" shall mean First Asset Holdings, LLC, an Arkansas limited liability company, or its successors and assigns. The Developer may assign or transfer all or any portion of its rights hereunder as such Developer, by an instrument expressly assigning such rights as Developer to such assignee.
- B "Developer Control Period" shall mean the period in which the Developer owns at least one (1) lot in Park Central. During the Developer Control Period the Developer shall retain full voting and management control of the POA and the PCACC. The Developer Control Period shall terminate and voting control and management of the POA and PCACC shall transfer to the members of the POA, as hereafter defined, upon the sooner of the sale by the Developer of the last lot in Park Central or a written assignment of its rights and authorities to the POA.

7. PROPERTY OWNERS ASSOCIATION, MEMBERSHIP DUES AND CREATION OF LIENS.

- A. For the purpose of maintaining areas to be used in common with some or all of the residents and owners of property in the development, including the entrances, common exterior fencing if any, drainage, and any other property or feature created or installed for the common use of lot owners by the Developer or by the POA, if any of the above, and such other activities and undertakings as may be for the general use and benefit of owners and residents of the property, each and every lot owner, in accepting a conveyance of any lot in this property, agrees to and shall become a member of and be subject to the obligations and duly enacted by-laws and rules of the POA. Each lot within the Property shall represent one (1) vote for the ownership unit (one or more persons or entities, singly or jointly) owning such lot.
- B. During the Developer Control Period the Developer shall retain sole and exclusive management and voting control of the Association. Upon termination of the Developer Control Period the Members of the Association shall assume and take over management and voting control of the Association without any further act of the Developer being required. The Developer may, in its sole and complete discretion, turn over voting and management control to the Members prior to the termination of the Developer Control Period by written instrument so stating placed of record in the Benton County Real Estate Records.
- C. The POA may, by majority vote of its duly elected Board of Directors, levy regular and special assessments or dues against all lot owners in order to defray the costs of (a) performing maintenance or repairs upon common property within the property, (b) other costs associated with the operation of the POA, including costs associated with insurance, utilities, and the creation and enforcement of these Covenants, and (c) for purposes of penalizing violations of these covenants. All property owners in the property shall pay the required dues or assessments to the POA promptly by the due date or dates set forth on the assessment invoice and, in the event of failure to pay the same promptly when the same become due, such dues shall constitute a lien upon the property owned by such owner in the Addition and the same may be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas. All delinquent dues or assessments shall bear interest at the maximum rate

permitted by Arkansas law at that time from the date the same become due until they are paid, and the association shall be entitled to a reasonable fee for its attorneys when their services become necessary to collect any delinquent assessments or dues, all of which shall be a part of the lien for dues. Initial POA dues for Commercial Lot C-4 shall be seven hundred and fifty dollars (\$750.00) per year, for Commercial Lots C-1, C-1, and C-3 six hundred dollars (\$600.00) per year, for improved residential lots two hundred (\$200.00) per year and for unimproved residential lots ten (\$10.00) dollars per year. Upon transfer of a lot such dues may be pro-rated for the remainder of the calendar year. Changes to the annual dues by the Board of Directors as herein provided shall remain in the same proportions as initially established herein and shall not require amendment or modification of these covenants.

D. The liens herein created or retained for unpaid assessments or dues to the POA are hereby made expressly inferior and subordinate to valid and bona fide mortgages and deeds of trust or retained vendor's liens securing obligations of owners of any of the lots in the addition up to the time of sale at foreclosure of any such mortgage, deed of trust or vendor's lien and for a period of six (6) months thereafter or until the residence upon such property is occupied, whichever date shall first occur. Thereafter monthly membership dues shall continue as a lien upon such lot in the identical form and manner as prior to the foreclosure sale of the property involved. This subordination shall be construed to apply not only to the original, but to all successive, mortgages, deeds of trust, and vendor's liens given by property owners to secure obligations, together with all extensions and renewals thereof.

.8. SEWAGE DISPOSAL.

All plumbed improvements in the development shall be connected to the Lowell municipal sewage disposal system.

9. EASEMENTS.

Utility easements are hereby created and reserved as provided on the plat of Park Central as above described. These easements shall be for the purpose of construction and maintenance of any utilities necessary to serve the Property. These easements shall also include ingress and egress for the purpose of such construction and maintenance.

10. MAINTENANCE OF EASEMENTS.

Within the utility easements, no structure, planting or other material shall be place or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels within the easements or which may obstruct or retard the flow of water through drainage channels within the easement. 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 a public authority, or utility company is responsible.

11. SIGHT DISTANCE AT INTERSECTIONS.

No fence, wall hedge, or shrub that obstructs a sight-line at elevation more than two (2) feet above roadways shall be placed or permitted to remain or any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the streets property lines. The same sight-lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with edge of a driveway or alley. No tree

shall be permitted to remain within such distance of such an intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the sight-line.

12. SIGNS.

All signs are prohibited upon the Properties, except as approved by the PCACC, and except:

- A. Signs erected by the City of Lowell or the Developer for streets, traffic control and directional purposes;
- B. Signs of a temporary nature including advertising property for sale, construction signs, and political signs, which signs shall not exceed 5 square feet in area.
 - C. Signs erected by the POA advertising the name and entrance of the subdivision.
- D. Signs of a temporary nature erected by a property owner or realtor advertising an open house. Such signs shall not exceed 5 square feet.

13. FENCING.

- A. The back yard of any lot may be fenced. All fencing must be of wood picket construction and the approval requirements outlined in Section 2, above will also apply. Fencing is limited to a maximum of six (6) feet in height from the ground. Fencing may not be installed on top of any berm. Fencing of front yards is prohibited. Fencing on corner lots shall not extend beyond the front setback line of any adjoining property. Fencing may be attached to the common border fence surrounding Park Central, should one exist, but must be in such a manner as to not damage the common border fencing. The cost of maintenance of any common fencing bordering the exterior boundaries of Park Central, should such fencing exist, shall be paid by the POA unless damage to the fencing is the result of the neglect or intentional acts of a property owner or their guests or invitees.
 - B. Chain link fencing is prohibited.

14. REMEDIES FOR DEFAULT IN OBSERVANCE OF COVENANTS.

If the owner or occupant of any lot other than a Commercial Lot fails to observe any A. covenant and if the default continues after ten (10) days written notice to the owner, then an authorized representative of the POA shall have the right to enter any part of the Property, including lots, to abate or remove, using force as may be reasonably necessary and permitted by law, any erection, thing, animal, vehicle, or to remedy any condition(s) that violates the Covenants, or to remove garbage, trash, or rubbish, cut grass, remove dead trees, or do any other things reasonably necessary for compliance with these Covenants so as to place the lot in a neat, attractive, healthful and sanitary condition in compliance with these Covenants. In exercising this right the POA, its Board and Officers are not trespassing and are not liable for damages related to such abatement. The Board or Officers may levy the cost of abatement against the lot and its Owner as an individual special assessment, enforceable as provided for other assessments, above, and the owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay the statement immediately upon request. Unless an emergency situation exists in the good faith opinion of the Board or Officers, the Owner will be provided fifteen (15) days written notice of the intent of the Board or Officers to exercise this self-help remedy. The foregoing notwithstanding, the POA may not demolish an item of substantial construction on a lot without judicial authorization.

B. Alternatively, and in lieu of the taking by the POA of affirmative steps to cure any violation, the POA may assess a special assessment, in the form of a fine or penalty, for any violation of these Covenants upon any lot in the Park Central Subdivision. Such special assessment shall be enforceable as provided in paragraphs 7(B) and (C), above.

ADDITIONAL LANDS

It is the intention that Phase I and Phase III of Park Central be governed by these Covenants. However, as new phases are added such additional real property may, by choice of the Developer of the new lands or the lot owners therein, be annexed to the property and subjected to the terms and conditions of these Covenants and the jurisdiction of the POA on approval of Board of Directors of the POA and the owner representing at least 51% of the new land or new Phase(s). Such annexation shall be accomplished by recording a Declaration of Annexation in the Benton County Real Estate Records.

16. TERM AND AMENDMENT OF THE COVENANT.

- A. These covenants shall run with the land. All persons or corporations who now own or shall hereafter acquire any of the lots in this property shall be deemed to have agreed and covenanted with the owners of all other lots in this property and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of 25 years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of 10 years unless prior to the end of the original term or any successive term of the application hereof a majority of the then owners of lots in the property agree to removal of these covenants in whole or in part.
- B. These covenants may be amended at any time during the Developer Control Period only by the Developer. Thereafter, these covenants may be amended at any time by instrument signed by the owners of a majority of the platted lots within Park Central. When title to any platted lot is held by more than one person the signature of one such co-owner shall be sufficient. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of owners.

17. RIGHT TO ENFORCE.

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this property and bind the present owners, their heirs, successors and assigns, future owners and their heirs, successors and assigns; and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the property, their heirs, successors and assigns, and with Owners, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the property. The POA or any owner or owners of lots in this Property, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

18. SEVERABILITY.

Should any term or provision of these Covenants be deemed by any Court of competent jurisdiction to be invalid or unenforceable such provision shall be deemed to be severed and removed from these Covenants and such determination shall not affect the validity or enforceability of the remaining provisions of these Covenants.

SIGNATURE AND ACKNOWLEDGMENT APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this 21 day of July, 2018.

FIRST ASSET HOLDINGS, LLC

BY: Charles Cook, Authorized Officer

ACKNOWLEDGMENT

STATE OF ARKANSAS))ss COUNTY OF BENTON)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared Charles Cook to me well known or satisfactorily proven to be the authorized officer of First Asset Holdings, LLC, the party in the foregoing instrument and stated that he had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 27th day of July , 2018.

My Commission Expires:

TANYA O'NEAL
NOTARY PUBLIC-ARKANSAS
LOGAN COUNTY
COMMISSION NO. 12403943
COMMISSION EXP. 3-25-2025



CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
in Doc Num L201838973
07/27/2018 02:44:31 PM
Brenda DeShields
BENTON COUNTY Circuit Clerk & Recorder