

2013003747

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RHONDA WATKINS Clerk

By  D.C.

AMENDED AND RESTATED
COVENANTS AND RESTRICTIONS OF
LANDINGS NORTH HOMEOWNERS ASSOCIATION, INC.
f/k/a Landings North Dock Owners Association, Inc.

GENERAL

1.1 These COVENANTS made on the date hereinafter set forth by Arkansas Recreational Trust, by and through its Trustee, Eugene H. Johnson, herein referred to as Declarant.

1.2 These Covenants shall run with the land of the Subdivision (as defined herein) and bind all parties and persons claiming under them perpetually to the extent permitted by Arkansas law; provided, however, that should any law limit the period during which these covenants may run, any affected provision shall run with and bind the land and its owners so long as permitted, and such provisions shall be automatically extended for successive period of ten (10) years or such shorter period as may be allowed by law, unless such extension is disapproved at a meeting duly called for such purpose by a vote of at least a majority of all votes entitled to be cast by Members of the Landings North Homeowners Association, Inc. (hereinafter, "Association"), and the consent of the Declarant if 2/3 of the Lots have not then been sold.

1.3 The title to any and all Lots shall be subject to these Covenants and to the Articles of Incorporation and Bylaws of the Association, recorded as Instrument Nos. 06 00642 and 06 00643 respectively, as amended and restated pursuant to Instrument Nos. 2013003745 and 2013003746, in the records of the Circuit Clerk of Boone County, Arkansas and the owners thereof shall be deemed to have agreed to each and every provision thereof. In the event of a conflict between the provisions of these Covenants and the said Bylaws or Articles, the provisions of these Covenants shall govern.

1.4 The title to any and all Lots belonging to Lot owners signing these Covenants shall be bound as set forth in section 1.3 herein.

DEFINITIONS

2.1. The "Subdivision" is Landings North Subdivision as per its plat thereof recorded as Map Number A192 in the records in the office of the Circuit Court of Boone County, Arkansas.

2.2 The "Lots" are each and every lot in Landings North Subdivision.

2.3 The "Board" is the Board of Directors of the Association, one member of which shall be the Declarant or his nominee until such time as the Declarant shall waive in writing the right to serve or name a member or loses that right pursuant to Section 7.2.

2.4 The "Member" is a family group or other living unit which owns a Lot. There shall be no more than one Member per Lot.

2.5 "Assessment" is all of the sums of money imposed upon Members pursuant to the Covenants, Bylaws or Articles of Incorporation of the Association.

2.6 "Slip Assignment" is the assignment of interest in a boat slip in the Landings North Subdivision community dock in accordance with the rules and regulations of the United States Army Corps of Engineers and other applicable law and in accordance with these Covenants.

ASSESSMENTS

3.1 Assessments for dues to the Association shall be payable by Members annually with the initial amount being \$100.00 per lot. Assessment for dues for boat slips shall be \$600.00 per year per boat slip, assessed to Members who are using a boat slip. Notice of Assessment shall be sent to each Member and the Assessment shall be due within 30 days thereafter. Obligations for Assessments due and payable shall run with the land whether a lien is filed in the public records or not, and shall also be the personal obligation of the Member. At the option of the Board, Assessments may be billed and collected monthly rather than annually.

3.2 The Board may increase or decrease the Assessment for dues based upon the cost of carrying out its purposes for the year. Assessments enable the Association to maintain and manage efficiently the common areas, boat docks and slips, and to administer all of the authorized action of the Association. Assessments shall not generate a profit nor shall it operate at a loss and should either happen, the following year's fee shall compensate. The Board shall have the right to set aside funds for specific future purposes which shall not be considered profits. The Board may fix the Assessment at an amount not in excess of the maximum amount as set forth herein. The maximum amount of Assessment the Board is permitted to fix for the first year after the ratification of these Bylaws is \$100.00 but this amount may be increased by not more than 25% after a period of one year from the first Assessment, and increases of up to 25% may be fixed no more often than annually thereafter. A vote of two thirds (2/3) of the members entitled to vote and who are voting in person or by proxy at a meeting duly called for the purpose shall be required for a greater annual increase. As long as the Declarant is an owner of any Lot, the consent of the Declarant shall be required for increases in the annual Assessment.

3.3 All Assessments, together with late charges, interest, not to exceed the maximum legal rates, costs and reasonable attorney's fees actually incurred.

3.4 The Association may levy a special Assessment applicable to the then-current Assessment year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or boat dock or slip, provided that a vote of two thirds (2/3) of the members entitled to vote and who

are voting in person or by proxy at a meeting duly called for the purpose shall be required.

3.5 Assessments shall be fixed at a uniform rate for all Members except that special assessments exclusively for boat dock or slip construction and repair shall not be imposed on Lots 9, 10, 12 & 13. Assessments for partial years shall be prorated. A properly executed certificate of the Association as to the status of Assessments on a lot is binding upon the Association as of the date of its issuance.

3.6 Any Assessment not paid when due shall be delinquent. Any Assessment delinquent for more than ten (10) days shall incur a late charge and bear interest in an amount and at a rate to be set by the board, but in any event at no greater rate than the maximum amount permitted by Arkansas law. In the event an Assessment is not paid within thirty (30) days of the due date, the Association, as the board may determine, may take any action provided by law against the owner or the lot or both, including foreclosure action in accordance with Arkansas law on the enforcement of mortgages (including statutory strict foreclosure), or seek injunctive relief. Interest, costs and reasonable attorney's fees shall be added to the amount of such Assessment. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent Assessments, then to unpaid Assessments in the order of their coming due.

MAINTENANCE, REPAIR AND REPLACEMENT OF DOCKS AND SLIPS

4.1 The Board shall provide for the adjustment, repair, maintenance and replacement of the docks and slips as needed and shall promulgate rules and regulations for users of the docks and slips.

4.2 The Board may engage any person or entity for carrying out the powers and duties of the Board, which person or entity shall answer to the Board.

SLIP ASSIGNMENT AND RESTRICTIONS

5.1 Boat slips are available on a first come first serve basis. Only Members whose lots are subject to these Covenants and are owners of lots other than Lots 9, 10, 12 and 13, and owning boats with current registration and license, shall be eligible to use a boat slip. Lot owners must request a slip from the Association in writing. The Board shall maintain a waiting list as necessary for eligible Members applying for use of a boat slip. Slip Assignments shall rotate on a basis as determined by the Board. No boat slips shall be subleased or rented or transferred by any person.

5.2. All using boat slips shall abide by all laws, rules and regulations with respect to their boats, slips and conduct with respect thereto, and shall abide by the rules and regulations of the Association. Section 6.2 governing Member violations notwithstanding, a Member shall be subject to immediate eviction from the dock or removal of their name from the waiting list by the Board for any violation of Section 5.1 or this Section, or in the event the Member becomes ineligible under Section 5.1, or is in

default for more than 30 days in the payment of any dues or assessments. Members evicted or whose names are removed from the waiting list may reapply when they have cured the default or non-complying condition.

ENFORCEMENT

6.1 The Board shall enforce all rules of the Association, these Covenants, the Bylaws and the Articles of the Association. The Board may impose sanctions, including the suspension of any membership privilege, voting privilege or dock privilege and imposition of fines, for violations or attempts to violate, and may seek injunctive and all other legal relief appropriate under the circumstances. The Board is empowered to sue in the name of the Association to recover any damages to the Association or the boat docks or slips. The Board shall have all enforcement powers with respect to any Member for violations or attempts to violate committed by any person using that Member's Slip Assignment.

6.2 Except in the case of eligibility for a boat slip or a place on the waiting list, which is governed by Sections 5.1 and 5.2 hereof, the board shall not impose a fine, suspend privileges or otherwise infringe on the rights of a Member for violations of the rules, the Covenants, Bylaws or Articles of Incorporation unless the following procedure has been followed:

A. Written demand to cease and desist from a violation shall be served upon the violator specifying the violation, the action required to abate the violation, and a time period not less than ten (10) days during which the violation may be abated without further sanction or a statement that any further violation of the same rule may result in the imposition of a sanction.

B. If the violation continues past the period allowed or is subsequently violated, a sanction may be imposed. To impose the sanction, the board shall have the violator served with a written notice of the sanction, stating the violation, the sanction, and the date the sanction will come into effect, which shall not be less than ten (10) days from the giving of the notice. The sanction will be deemed to have been imposed on the date the board sends the notice unless subsequently reversed at a hearing before the board pursuant to subsection C hereof.

C. The Member may request in writing a hearing before the board at any time prior to the date the sanction will be imposed. The board's decision at this hearing will be final.

MISCELLANEOUS

7.1 The President of the Association, who initially shall be Eugene H. Johnson, shall be the holder of the permits to all docks and shall be the designated agent of each Member with respect to the Member's Slip Assignment. Said officer shall be authorized to execute any and all applications, permits, agreements, waivers and all other

documentation which may be requested or required by the United States Army Corps of Engineers with respect to the Member's interest in any slip.

7.2 The Declarant or his nominee shall have the right, unless waived in a writing recorded in the Records of the Circuit Clerk of Boone County, to appoint two other members of the Board until such time as 2/3 of the Lots of the Subdivision have been sold. Thereafter the Members shall be free to elect any of the Members or Lot owners, as set forth in the Bylaws, to serve on the Board.

7.3 The Members and all others using the boat slips and docks at any time shall observe all applicable laws, rules and regulations.

7.4 Each Member shall have one vote in matters coming before the membership. If, however, a Member's dock privileges have been suspended, voting rights are also suspended.

LAND USE AND BUILDING SIZE

8.1 No lot shall be used except for residential purposes. No commercial business of any kind shall be permitted on any lot. No lot may be resubdivided or partially resold except with the intent of enlargement. The only manner in which a lot may be sold is in its entirety.

DWELLING QUALITY AND SIZE

9.1 All buildings must consist of a minimum of 900 square feet of livable floor space and plans must be submitted and approved by the Architectural Control Committee prior to construction. All septic tanks shall be of concrete construction. The exterior of the buildings must be fully completed within six (6) months after start of construction. It is the intent and purpose of this covenant to assure that all dwellings shall be constructed of high quality material and workmanship to be attractive and permanent.

MOBILE HOMES, TRAVEL TRAILERS AND CAMPERS

10.1 Mobile homes of any type, brand, or size, including double-wide mobile homes as permanent structures on this property are prohibited. Therefore, any mobile homes, travel trailers, camper or other such mobile units shall be classified as temporary, and may not exceed a stay of nine (9) months without moving same from this property.

TEMPORARY STRUCTURES

11.1 No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time except exclusively for construction purposes, not to exceed six (6) months, and shall immediately be moved after construction.

BUILDING LOCATION

12.1 No building shall be located on any lot nearer than twenty-five (25) feet from either side lot line nor fifty feet (50') from the front lot line. No dwelling shall be located on any interior lot nearer than twenty-five feet (25') to the rear lot line. For the purpose of this covenant, porches and eaves and steps are excluded.

EASEMENTS: EASEMENTS OF WAY FOR STREETS, AIRSTRIP, DRAINAGE, UTILITIES AND LAKE ACCESS

13.1 To the extent permitted by law, LANDINGS NORTH HOMEOWNERS ASSOCIATION reserves the right to impose the following restrictions as to easements of way for streets, airstrip, drainage, utilities and lake access within the Subdivision. Electric power, telephone, natural gas, water, sewer, and cable television shall have the right to use and occupy said easements of ways and streets for the installation, maintenance, repair and replacement of such utility services. The electric, telephone and television facilities shall be only those of an underground nature. Exposed overhead wires and cable for utility services shall be prohibited with the exception, to be approved prior to their installation by the LANDINGS NORTH ARCHITECTURAL CONTROL COMMITTEE, of street lights. Any work by any utility within these areas is to be first approved by the LANDINGS NORTH HOMEOWNERS ASSOCIATION.

UTILITIES

14.1 All owners of lots shall install and maintain, in conformity with applicable code requirements and other regulations, underground service laterals and/or electric service entrance conductors of adequate capacity but not limited to single phase service, and underground telephone and television cable service conduit, and cables between the point of delivery of such utility service, as located by the utility company and the point of use of such owners.

NUISANCES

15.1 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No open burning shall be permitted other than by both appropriate regulatory agency and the LANDINGS NORTH HOMEOWNERS ASSOCIATION. Garbage and trash cans must be underground or completely enclosed and hidden from view. All pet, or livestock pens shall be a minimum of fifty (50') feet from any lot line.

PETS, LIVESTOCK AND POULTRY

16.1 No animals, livestock or poultry of any form shall be kept, bred, or maintained for any commercial purpose. All animals/pets are allowed outside of their lot areas only when either on leash or when ridden. Each owner will be held responsible and liable for the action of their pets.

LOT MAINTENANCE

17.1 The LANDINGS NORTH HOMEOWNERS ASSOCIATION shall have the right and privilege to enter any lot for the purpose of mowing or otherwise maintaining any lot said Association deems to be in poor condition, and may use any machinery or methods they choose and shall not be held responsible for damages to land, trees, shrubbery or in any other way be held responsible for any damages which occur during the mowing, cleaning or maintenance. Said Association shall not use this privilege unreasonably, but only as a manner of keeping the lots attractive should the individual owners fail to do so.

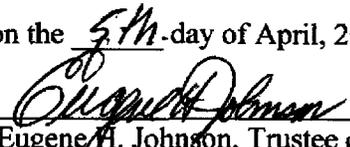
PARKING RESTRICTIONS

18.1 No movable objects such as boats, campers, trucks, house trailers, motorcycles, cars, shall be left or parked on the right of way, but shall have a minimum setback from said rights of way of twenty-five (25') feet onto their respective lots.

SIGNS

19.1 No sign of any kind shall be displayed to the public view on any lot except one of a professional nature no larger than one square foot; one sign of not more than five square feet advertising the property for sale or rent, or by the builder. Nothing herein shall permit the use of a lot for any but residential purposes.

WITNESS MY HAND AND SEAL on the 5th-day of April, 2013.

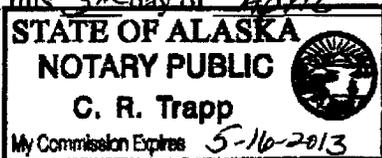

Eugene H. Johnson, Trustee of the Arkansas
Recreational Trust, Declarant

ACKNOWLEDGMENT

STATE OF ALASKA
COUNTY OF ANCHORAGE

On this day, personally appeared before me, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, the within named Eugene H. Johnson being the Trustee of Arkansas Recreational Trust, and who has been designated by said Trust to execute the above instrument, to me personally well known, who stated he was duly authorized to execute the foregoing instrument for and in the name and behalf of said Trust and he further stated and acknowledged that he had executed the same for the considerations, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public on this 5th day of April, 2013.

SEAL 


Notary Public Alaska
Print Name: Cynthia R. Trapp

SECOND AMENDED AND RESTATED
COVENANTS AND RESTRICTIONS OF
LANDINGS NORTH HOMEOWNERS ASSOCIATION, INC.

GENERAL

1.1 These COVENANTS made on the date hereinafter set forth by Arkansas Recreational Trust, by and through its Trustee, Phillip B. Schneider, herein referred to as Declarant. These COVENANTS replace the AMENDED AND RESTATED COVENANTS AND RESTRICTIONS OF LANDINGS NORTH HOMEOWNERS ASSOCIATION, INC., recorded as Instrument no. 2013003747 in the records of the Circuit Clerk of Boone County, Arkansas.

1.2 These Covenants shall run with the land of the Subdivision (as defined herein) and bind all parties and persons claiming under them perpetually to the extent permitted by Arkansas law; provided, however, that should any law limit the period during which these covenants may run, any affected provision shall run with and bind the land and its owners so long as permitted, and such provisions shall be automatically extended for successive period of ten (10) years or such shorter period as may be allowed by law, unless such extension is disapproved at a meeting duly called for such purpose by a vote of at least a majority of all votes entitled to be cast by Members of the Landings North Homeowners Association, Inc. (hereinafter, "Association"), and the consent of the Declarant if 2/3 of the Lots have not then been sold.

1.3 The title to any and all Lots shall be subject to these Covenants and to the Articles of Incorporation and Bylaws of the Association, recorded as Instrument Nos. 06 00642 and 06 00643 respectively, as amended and restated pursuant to Instrument Nos. 2013003745 and 2013003746, in the records of the Circuit Clerk of Boone County, Arkansas and the owners thereof shall be deemed to have agreed to each and every provision hereof. In the event of a conflict between the provisions of these Covenants and the said Bylaws or Articles, the provisions of these Covenants shall govern.

1.4 The title to any and all Lots belonging to Lot owners signing these Covenants shall be bound as set forth in section 1.3 herein.

DEFINITIONS

2.1. The "Subdivision" is Landings North Subdivision as per its plat thereof recorded as Map Number A192 in the records in the office of the Circuit Court of Boone County, Arkansas.

2.2 The "Lots" are each and every lot in Landings North Subdivision.

2.3 The "Board" is the Board of Directors of the Association, one member of which shall be the Declarant or his nominee until such time as the Declarant shall waive in writing the right to serve or name a member or loses that right pursuant to Section 7.2.

2.4 The "Member" is a family group or other living unit which owns a Lot. There shall be no more than one Member per Lot.

2.5 "Assessment" is all of the sums of money imposed upon Members pursuant to the Covenants, Bylaws or Articles of Incorporation of the Association.

ASSESSMENTS

3.1 Assessments for dues to the Association shall be payable by Members annually with the initial amount being \$100.00 per lot. Notice of Assessment shall be sent to each Member and the Assessment shall be due within 30 days thereafter. Obligations for Assessments due and payable shall run with the land whether a lien is filed in the public records or not, and shall also be the personal obligation of the Member. At the option of the Board, Assessments may be billed and collected monthly rather than annually.

3.2 The Board may increase or decrease the Assessment for dues based upon the cost of carrying out its purposes for the year. Assessments enable the Association to maintain and manage efficiently the common areas, and to administer all of the authorized action of the Association. Assessments shall not generate a profit nor shall it operate at a loss and should either happen, the following year's fee shall compensate. The Board shall have the right to set aside funds for specific future purposes which shall not be considered profits. The Board may fix the Assessment at an amount not in excess of the maximum amount as set forth herein. The maximum amount of Assessment the Board is permitted to fix for the first year after the ratification of these Bylaws is \$100.00 but this amount may be increased by not more than 25% after a period of one year from the first Assessment, and increases of up to 25% may be fixed no more often than annually thereafter. A vote of two thirds (2/3) of the members entitled to vote and who are voting in person or by proxy at a meeting duly called for the purpose shall be required for a greater annual increase. As long as the Declarant is an owner of any Lot, the consent of the Declarant shall be required for increases in the annual Assessment.

3.3 All Assessments, together with late charges, interest, not to exceed the maximum legal rates, costs and reasonable attorney's fees actually incurred.

3.4 The Association may levy a special Assessment applicable to the then-current Assessment year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, provided that a vote of two thirds (2/3) of the members entitled to vote and who are voting in person or by proxy at a meeting duly called for the purpose shall be required.

3.5 Assessments shall be fixed at a uniform rate for all Members. Assessments for partial years shall be prorated. A properly executed certificate of the Association as to

the status of Assessments on a lot is binding upon the Association as of the date of its issuance.

3.6 Any Assessment not paid when due shall be delinquent. Any Assessment delinquent for more than ten (10) days shall incur a late charge and bear interest in an amount and at a rate to be set by the board, but in any event at no greater rate than the maximum amount permitted by Arkansas law. In the event an Assessment is not paid within thirty (30) days of the due date, the Association, as the board may determine, may take any action provided by law against the owner or the lot or both, including foreclosure action in accordance with Arkansas law on the enforcement of mortgages (including statutory strict foreclosure), or seek injunctive relief. Interest, costs and reasonable attorney's fees shall be added to the amount of such Assessment. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent Assessments, then to unpaid Assessments in the order of their coming due.

LAND USE AND BUILDING SIZE

4.1 No lot shall be used except for residential purposes. No commercial business of any kind shall be permitted on any lot. No lot may be resubdivided or partially resold except with the intent of enlargement. The only manner in which a lot may be sold is in its entirety.

DWELLING QUALITY AND SIZE

5.1 All buildings must consist of a minimum of 900 square feet of livable floor space and plans must be submitted and approved by the Architectural Control Committee prior to construction. All septic tanks shall be of approved construction. The exterior of the buildings must be fully completed within six (6) months after start of construction. It is the intent and purpose of this covenant to assure that all dwellings shall be constructed of high quality material and workmanship to be attractive and permanent.

MOBILE HOMES, TRAVEL TRAILERS AND CAMPERS

6.1 No mobile homes or other residential units or other items or materials used for dwelling or sleeping are allowed except i) permitted permanent dwellings conforming to these Covenants and Restrictions or ii) self-contained campers or travel trailers placed only after commencement of construction of a permitted permanent conforming residence and removed no later than six months after the foundation for such permanent residence is set. No overnight camping is permitted at any time.

TEMPORARY STRUCTURES

7.1 No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time except exclusively for construction purposes, not to exceed six (6) months, and shall immediately be moved after construction.

BUILDING LOCATION

8.1 No building shall be located on any lot nearer than twenty-five (25) feet from either side lot line nor fifty feet (50') from the front lot line. No dwelling shall be located on any interior lot nearer than twenty-five feet (25') to the real lot line. For the purpose of this covenant, porches and eaves and steps are excluded.

EASEMENTS: EASEMENTS OF WAY FOR STREETS, AIRSTRIP, DRAINAGE, UTILITIES AND LAKE ACCESS

9.1 To the extent permitted by law, LANDINGS NORTH HOMEOWNERS ASSOCIATION reserves the right to impose the following restrictions as to easements of way for streets, airstrip, drainage, utilities and lake access within the Subdivision. Electric power, telephone, natural gas, water, sewer, and cable television shall have the right to use and occupy said easements of ways and streets for the installation, maintenance, repair and replacement of such utility services. The electric, telephone and television facilities shall be only those of an underground nature. Exposed overhead wires and cable for utility services shall be prohibited with the exception, to be approved prior to their installation by the LANDINGS NORTH ARCHITECTURAL CONTROL COMMITTEE, of street lights. Any work by any utility within these areas is to be first approved by the LANDINGS NORTH HOMEOWNERS ASSOCIATION.

UTILITIES

10.1 All owners of lots shall install and maintain, in conformity with applicable code requirements and other regulations, underground service laterals and/or electric service entrance conductors of adequate capacity but not limited to single phase service, and underground telephone and television cable service conduit, and cables between the point of delivery of such utility service, as located by the utility company and the point of use of such owners.

NUISANCES

11.1 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No open burning shall be permitted other than by both appropriate regulatory agency and the LANDINGS NORTH HOMEOWNERS ASSOCIATION. Garbage and trash cans must be underground or completely enclosed and hidden from view. All pet pens shall be a minimum of fifty (50') feet from any lot line.

PETS, LIVESTOCK AND POULTRY

12.1 There shall be no animals kept or attended to within the subdivision by any lot owner other than domesticated household pets, and pets shall not include any pastured, hoofed or avian animal (provided that pet birds kept inside the home are permitted). No animal shall be outside the dwelling unless within the owner’s fence or on leash. Each owner will be held responsible and liable for the actions of any animal owned by them, in their care, or attended by them within the subdivision.

LOT MAINTENANCE

13.1 The LANDINGS NORTH HOMEOWNERS ASSOCIATION shall have the right and privilege to enter any lot for the purpose of mowing or otherwise maintaining any lot said Association deems to be in poor condition, and may use any machinery or methods they choose and shall not be held responsible for damages to land, trees, shrubbery or in any other way be held responsible for any damages which occur during the mowing, cleaning or maintenance. Said Association shall not use this privilege unreasonably, but only as a manner of keeping the lots attractive should the individual owners fail to do so.

PARKING RESTRICTIONS

18.1 No movable objects such as boats, campers, trucks, house trailers, motorcycles, cars, shall be left or parked on the right of way, but shall have a minimum setback from said rights of way of twenty-five (25’) feet onto their respective lots.

SIGNS

19.1 No sign of any kind shall be displayed to the public view on any lot except one of a professional nature no larger than one square foot; one sign of not more than five square feet advertising the property for sale or rent, or by the builder. Nothing herein shall permit the use of a lot for any but residential purposes.

WITNESS MY HAND AND SEAL on the ____ day of _____, 2023.

Phillip Schneider, Trustee of the Arkansas
Recreational Trust, Declarant

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this day, personally appeared before me, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, the within named Phillip Schneider, being the Trustee of Arkansas Recreational Trust, and who has been designated by said Trust to execute the above instrument, to me personally well known, who stated he was duly authorized to execute the foregoing instrument for and in the name and behalf of said Trust and he further stated and acknowledged that he had

Covenants and Restrictions

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executed the same for the considerations, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public on this ____ day of _____, 2023.

SEAL

Notary Public

Board Resolutions

Landings North Homeowners Association

A meeting of The Landings North Homeowners Association (the "Association") was held on the _____ day of _____, 2022. Present were all of the Members of the Association Board.

The purpose of the meeting was to designate an authorized agent and establish new board members as well as bring uniformity to land use and architectural control between Cedar Crest Estates and Landings North.

IT IS RESOLVED: that Phil Schneider is hereby designated as the authorized representative of the Association for all matters pertaining to its business. Gina Johnson was appointed to the board of directors. Tim Valle Retains his position as treasurer of the board.

IT IS RESOLVED that A) No mobile homes allowed; B) Travel Trailer/Camper is only allowed at the property during construction of a residence / or building that will accommodate living quarters (approved by HOA architectural committee); to be removed no later than six months after the foundation is set. C) no overnight primitive camping permitted -- resort area/campgrounds are nearby; and D) No farm animals (i.e., pigs, horses, chickens, sheep, goats, etc.) in the Landings North Subdivision.

IT IS RESOLVED that future board action will include a comprehensive CCR review and revision with subsequent vote of the association. Changes will further align CCR's of Cedar Crest Estates and Landings North and clean up inoperable language regarding the boat launch as it pertains to all current Army Corps of Engineer Requirements.

MEMBERS

Landings North Homeowners Association:
An Arkansas Homeowners Association

By: _____
(Phil Schneider)

By: _____
(Gina Johnson)

By: _____
(Tim Valle)

