

INSTRUMENT PREPARED BY:

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**AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF COTTAGES AT THE
PARK POA, INC.**

This Amendment to Declaration of Covenants and Restrictions of Cottages at the Park POA, Inc. (the “*Amendment to Declaration*”) is made and declared effective the 15th day of February, 2023 (“*Effective Date*”) and made pursuant to the provisions of the Declaration (as defined below) by **LANDMARC CUSTOM HOMES, LLC**, an Arkansas limited liability company (“**Developer**”).

RECITALS

WHEREAS, on June 29, 2021, a Declaration of Covenants and Restrictions of Cottages at the Park POA, Inc. was executed by the Developer, and filed with the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, on September 7, 2021, as L202166910 (the “*Declaration*”);

WHEREAS, on June 29, 2021, a Bill of Assurance for the Cottages at the Park POA, Inc. was executed by the Developer and attached to the Declaration (the “**Bill of Assurance**”);

WHEREAS, the Declaration and Bill of Assurance apply to the real property legally described on **Exhibit A** attached hereto;

WHEREAS, the Developer desires to exercise its right to amend the Declaration in accordance with Section 3.08 of the Declaration to make clarifications that will ensure the Declaration is consistently interpreted and carried out in accordance with the purposes set forth in Sections 4.02¹ and 5.04(ii)² and 5.04(v)² of the Declaration and Purpose 1(a)³ of the Articles of Incorporation of the Cottages at the Park POA, Inc.; and

¹ Section 4.02 provides that the Association was formed to enforce the performance of duties imposed upon it concerning the Property.

² Section 5.04 states that the Association shall be responsible for common expenses including but not limited to (ii) the maintenance, repair, acquisition, and construction of Common Properties and (v) any other expenses and liabilities that may be incurred by the Association for the benefit of its Members under or by reason of this Declaration or Bill of Assurance.

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms within the Lease.

AGREEMENT

NOW, THEREFORE, in consideration for the promises and benefits set forth herein, the Parties agree to amend the Declaration of Covenants and Restrictions of Cottages at the Park POA, Inc. as follows:

1. Amendment to Section 9.01 of the Declaration. Section 9.01 of the Declaration is amended, modified, and restated in its entirety to provide as follows:

“**Section 9.01. Title to Common Properties.** Developer will convey title to Common Properties to the Association at its convenience, but no later than one year after the Developer Control Period has expired with respect to all Phases. Any conveyance of Common Properties shall be free and clear of all liens securing any indebtedness or obligation of the Developer (other than the current year’s ad valorem real estate taxes that are due but not payable) unless such indebtedness is incurred by the Developer or the Association for the construction of Improvements on Common Properties, in which case the Association shall assume and/or refinance such indebtedness pursuant to Sections 5.04(ii) and (v) of this Declaration so that the Developer is not legally liable for such indebtedness. Such conveyance may also be subject to any rights of access or easements retained by the Developer for utilities, maintenance, or similar purposes, the right of Developer under Section 9.02(b) below, and any other encumbrance that does not materially hinder the intended use of such properties.”

2. Amendment to Exhibit D, Paragraph 7 of the Declaration. Paragraph 7 of the Bill of Assurance is amended, modified, and restated in its entirety to provide as follows:

“7. **Unbuildable Lots, Greenspace, and Swimming Pool.** Lots 13, 14, and 60 are unbuildable Lots. The Association shall maintain any improvements located in such areas at its sole cost. No Improvements shall be placed on such Lots without the prior approval of the Board of Directors and, if necessary, the appropriate agencies of the City of Springdale. At a date selected in Developer’s sole discretion, Developer will construct a swimming pool and related amenities as determined by the Developer on Lot 60, and the Association shall obtain and/or refinance any indebtedness required to construct the forgoing amenities or which is incurred by Developer for the construction of such amenities, such that the Developer is not legally liable for such indebtedness. The Association shall implement rules and regulators governing such amenities.”

³ Purpose 1(a) of the Articles of Incorporation of the Cottages at the Park POA, Inc. states that the purpose of the Association is “to provide for the acquisition, construction, management, maintenance, and care of association property consisting of property held by the corporation, property commonly held by the members of the corporation, and property within the Association privately held by members of the corporation.”

3. Binding Effect. All covenants, conditions, and obligations contained herein or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of the Developer, the Owners of the Cottages at the Park, and their respective heirs, legal representatives, successors, and assigns, except as otherwise provided herein.

4. Miscellaneous. No term or provision contained herein may be modified, amended or waived except by the means provided in the Declaration. This Amendment shall be governed by the laws of the State of Arkansas. This Amendment may be executed and delivered by facsimile signature or other electronic means, and/or in multiple counterparts, all of which together shall constitute one and the same instrument.

Except as herein amended, the Declaration shall remain in full force and effect.

LANDMARC CUSTOM HOMES, LLC
an Arkansas limited liability company

By: *Chris Bradley*

Name: Chris Bradley

Title: President

STATE OF ARKANSAS)

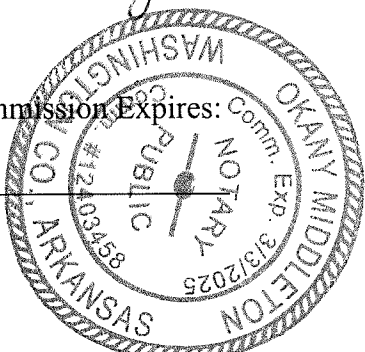
) ss. **ACKNOWLEDGMENT**

COUNTY OF BENTON)

On this 15th day of February 2023, before me, a Notary Public (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Chris Bradley, being the person authorized by **LANDMARC CUSTOM HOMES, LLC**, an Arkansas limited liability company ("Company") to execute such instrument, stating his capacity in that behalf, to me personally well known (or satisfactorily proven to be such person), who stated that he was the President of Company, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of Company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15th day of February, 2023.

My Commission Expires:



[Signature]
Notary Public

EXHIBIT APhase 1

Lots 1 through 59, Revised Final Plat of Cottages at the Park Phase 1, Springdale, Benton County, Arkansas, recorded on May 27, 2021, File No. L202139930.

PHASE II DESCRIPTION - PART OF PARCEL NO. 21-00167-556:

A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION TWENTY (20), TOWNSHIP EIGHTEEN NORTH (T-18-N), RANGE THIRTY WEST (R-30-W) OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, SAID POINT BEING A FOUND RAILROAD SPIKE IN WEST COUNTY LINE ROAD; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4, S86°35'37"E A DISTANCE OF 659.90 FEET TO A FOUND RAILROAD SPIKE IN WEST COUNTY LINE ROAD; THENCE LEAVING SAID SOUTH LINE, N02°27'18"E A DISTANCE OF 705.55 FEET TO THE POINT OF BEGINNING; THENCE N02°27'18"E A DISTANCE OF 654.06 FEET; THENCE S87°32'42"E A DISTANCE OF 987.96 FEET; THENCE S02°22'15"W A DISTANCE OF 654.06 FEET; THENCE N87°32'42"W A DISTANCE OF 988.92 FEET TO THE POINT OF BEGINNING, CONTAINING 14.84 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT OF WAY OF DOWNUM ROAD ON THE EAST SIDE THEREOF.

PHASE III DESCRIPTION - PART OF PARCEL NO. 21-00167-556:

A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION TWENTY (20), TOWNSHIP EIGHTEEN NORTH (T-18-N), RANGE THIRTY WEST (R-30-W) OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, SAID POINT BEING A FOUND RAILROAD SPIKE IN WEST COUNTY LINE ROAD; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4, S86°35'37"E A DISTANCE OF 659.90 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND RAILROAD SPIKE IN WEST COUNTY LINE ROAD; THENCE LEAVING SAID SOUTH LINE, N02°27'18"E A DISTANCE OF 705.55 FEET; THENCE S87°32'42"E A DISTANCE OF 988.92 FEET; THENCE S02°22'15"W A DISTANCE OF 721.99 FEET; THENCE N86°35'37"W A DISTANCE OF 990.12 FEET TO THE POINT OF BEGINNING, CONTAINING 16.21 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT OF WAY OF COUNTY LINE ROAD ON THE SOUTH SIDE THEREOF AND DOWNUM ROAD ON THE EAST SIDE THEREOF.



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 L202307444
02/16/2023 09:26:27 AM
Brenda DeShields
BENTON COUNTY Circuit Clerk & Recorder