

Recording Requested By:]
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COOPER COMMUNITIES, INC.]
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When Recorded Mail To:]
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COOPER COMMUNITIES, INC.]
1801 Forest Hills Blvd.]
Bella Vista, AR 72714]
Attn: Adele E. Lucas]
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FILED
SALINE CIRCUIT &
CHANCERY CLERK
'94 MAR 24 AM 8 19
BY AR

(Above Space For Recorder's Use Only)

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, Cooper Communities, Inc., (formerly named Cooper Acquisition Corporation and successor in interest to the predecessor Cooper Communities, Inc. and John A. Cooper Company by reason of mergers, the said John A. Cooper Company formerly being named Cherokee Village Development Company, Inc.), hereinafter called "Developer", executed on the 20th day of April, 1970, a Declaration with Protective Covenants attached thereto as Exhibit 1 and forming a part of said Declaration, which Declaration was 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, Hot Springs Village Property Owners Association, a non-profit corporation organized under the laws of the State of Arkansas, joined in said Declaration for the purpose of indicating its agreement to perform the obligations placed upon it by the Declaration; and

WHEREAS, the Developer desires to make an addition to the Existing Properties by adding thereto as Tract No. 142 the hereinafter described lands; and

WHEREAS, it is the desire of the Developer that the properties hereinafter described as Tract No. 142 shall be covered as fully by the Declaration aforesaid as though said Tract No. 142 had been included with the other properties described in said Declaration; and

WHEREAS, pursuant to Article II, Section 2(c) and Section 3 of the Declaration aforesaid the Developer has deemed it desirable and necessary for the enhancement of the values and amenities in Hot Springs Village to include complementary additions and modifications of the covenants, conditions and restrictions contained in the above referenced Declaration as is necessary to reflect the different character of the added properties hereinafter described; and

WHEREAS, Developer is also the owner of certain lands which will be subject to a Commercial Declaration to be filed for record in the office of the Circuit Clerk and Ex-Officio Recorder in and for Saline County, Arkansas, such lands being adjacent to Diamante Subdivision, hereinafter described, and Developer intends to develop such property into Diamante, a Private Membership Golf Club, hereinafter referred to as the "Club,"; and

WHEREAS, Developer desires that all purchasers of lots in Diamante Subdivision ("Diamante Lot Owners") will have Full Golf Memberships in the Club which allows them to utilize the Facility at the highest level of privilege as defined in and subject to the Articles, By-Laws, if any, and Rules and Regulations of the Club and the terms hereof as each may be revised or amended by the Club or any owner of the Club in its sole discretion; "Facility" means all improvements, structures, and fixtures to be placed, constructed, or installed on the property where the Club will be located (the "Club Property"); and

DEED 385 PAGE 503

14

WHEREAS, Developer desires to insure the maintenance, repair and upkeep of such Facility for the continued use of property owners in Diamante Subdivision; and

WHEREAS, the Developer for the purposes aforesaid and in compliance with ARTICLE II, Sections 2 and 3, of the Declaration aforesaid declares that the following lands (the "Diamante Subdivision") are hereby subject to the Declaration aforesaid to the extent that same shall constitute additional lands under the Declaration aforesaid and shall be a part of the existing properties, and said lands referred to shall be Tract No. 142 under and in said Declaration and covered by said Declaration as fully as though same had been included in said Declaration at the time same was executed; and that the following lands are also subject to the covenants, conditions and restrictions of this Supplemental Declaration and shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof, and the lands referred to lying and being situate in the County of Saline, State of Arkansas, to-wit:

TRACT NO. 144: DIAMANTE SUBDIVISION, BLOCKS 12 - 15 as shown in Plat Book 384 Page 314, and being described as follows:

A PARCEL OF LAND LYING IN THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ (14.534 ACRES +/-), IN THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ (0.642 ACRES +/-), IN THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ (19.365 ACRES +/-), IN THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ (12.065 ACRES +/-) OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 18 WEST; IN THE FRAC. NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ (2.906 ACRES +/-), IN THE FRAC. SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ (26.688 ACRES +/-) OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 17 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SALINE COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 2061.06 FEET NORTH AND 1568.10 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 13 (ARKANSAS STATE PLANE COORDINATES OF NORTH 717,319.350 FEET AND EAST 1,736,921.679 FEET); THENCE, N 29°17'08" W 396.45 FEET; THENCE, S 60°42'52" W 141.85 FEET; THENCE, 552.83 FEET ALONG THE ARC OF A 1,199.83 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF S 47°30'53" W 547.95 FEET; THENCE, S 34°18'54" W 441.60 FEET; THENCE, 50.00 FEET ALONG THE ARC OF A 6,243.02 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF N 55°26'27" W 50.00 FEET; THENCE, N 34°18'54" E 441.39 FEET; THENCE, 362.30 FEET ALONG THE ARC OF A 1,249.83 FOOT RADIUS CURVE TO THE RIGHT, SAID ARC HAVING A CHORD OF N 42°37'10" E 361.03 FEET; THENCE, N 06°11'09" W 67.59 FEET; THENCE, N 85°20'40" W 460.71 FEET; THENCE, N 04°00'46" E 288.86 FEET; THENCE, 173.59 FEET ALONG THE ARC OF A 627.88 FOOT RADIUS CURVE TO THE RIGHT, SAID ARC HAVING A CHORD OF N 11°56'00" E 173.04 FEET; THENCE, S 81°06'58" E 464.55 FEET; THENCE, S 86°00'11" E 392.51 FEET; THENCE, N 59°21'34" E 661.90 FEET; THENCE, N 35°19'11" E 403.85 FEET; THENCE, S 77°12'59" E 62.31 FEET; THENCE, N 53°31'51" E 62.66 FEET; THENCE, S 87°40'02" E 602.27 FEET; THENCE, S 79°48'13" E 283.45 FEET; THENCE, N 60°18'36" E 669.86 FEET; THENCE, S 74°09'16" E 400.34 FEET; THENCE, S 68°58'07" E 556.77 FEET; THENCE, S 20°30'33" E 161.04 FEET; THENCE, S 60°32'08" W 574.01 FEET; THENCE, S 37°01'17" W 560.33 FEET; THENCE, S 86°18'43" W 502.95 FEET; THENCE, S 78°05'19" W 1,018.87 FEET; THENCE, N 64°42'53" W 251.14 FEET; THENCE, S 83°53'54" W 333.32 FEET; THENCE, S 66°11'13" W 282.01 FEET; THENCE, S 38°09'46" W 173.17 FEET TO THE POINT OF BEGINNING, CONTAINING, 76.200 ACRES MORE OR LESS.

ADDITIONAL COVENANTS, CONDITIONS, AND RESTRICTIONS HEREBY IMPOSED UPON LOTS LOCATED WITHIN THE FOREGOING LEGAL DESCRIPTION ARE AS FOLLOWS:

Title to each lot in Diamante Subdivision which is subject to assessment by the Club shall include a Full Golf Membership in the

DEED 3 PAGE 504

Club which allows the holder thereof to utilize the Facility at the highest level of privilege and such Membership shall be appurtenant to and shall pass with the title to each lot. Every person or entity who is the record owner of a lot or who is purchasing from the Developer a lot in Diamante Subdivision shall have a Full Golf Membership. Such Membership shall, however, be subject to the provisions and limitations thereon as set forth in this Supplemental Declaration and in accordance with the Articles, By-Laws, if any, and Rules and Regulations of the Club as each may be revised or amended by the Club or any owner of the Club in its sole discretion. This Membership does not confer upon a Diamante Lot Owner any ownership interest of the Club, Facility or the Club's property or assets.

Any delegation of a Full Golf Membership shall be subject to the published Rules and Regulations of the Club as may be revised or amended by the Club or any owner of the Club in its sole discretion. Any such delegation requires the prior approval of the Club. Upon authorization of the Club for a delegation, a transfer fee or deposit must be paid to the Club in accordance with its published Articles, By-Laws, and Rules and Regulations and may be revised or amended by the Club or any owner of the Club in its sole discretion.

Notwithstanding anything hereinabove to the contrary, these provisions for Full Golf Membership are not extended to any person or entity who holds an interest merely as security to a lot or other interest in a Membership merely as security for the performance of an obligation.

Each Diamante Lot Owner shall be required to pay the monthly dues for a Full Golf Membership and other charges for goods and services to the Club, its successors and assigns, or designated agent, for the use, enjoyment and maintenance of the Club. The amount of said monthly dues will be determined solely by the Club in accordance with its Articles, By-Laws, if any, and Rules and Regulations as each may be revised or amended by the Club or any owner of the Club in its sole discretion. The monthly dues will be collected by the Club or by its designated representative.

The Club shall have the power to levy against each lot subject to the provisions hereof, the monthly dues and the power to levy such charge shall inure also to the successors and assigns of the Club. Such monthly dues for a Full Golf Member initially will be as set forth in the Rules and Regulations of the Club.

The aforesaid monthly dues shall commence on a date fixed by the Club; provided, however, no dues shall be applicable until the first day of the month preceding the date that either the Clubhouse or the Golf Course is first made available for use to its members and will be applicable to each lot in Diamante Subdivision when it is first sold by the Developer. The monthly dues shall commence and become due and payable as to each lot or living unit on the date fixed by the Club for commencement. These monthly dues may be increased in the sole discretion of the Club each year above the monthly dues for the previous year in accordance with the Club's Articles, By-Laws and Rules and Regulations as each may be revised or amended by the Club or any owner of the Club in its sole discretion.

The Club shall be entitled to a lien on each lot in Diamante Subdivision for any unpaid monthly dues, together with interest thereon at the highest rate allowed by Arkansas law and with any late charges, if any. The lien for monthly dues runs with the land and shall be construed to be a covenant by each lot owner or lot purchaser and by the Club and its successors and assigns.

The lien for monthly dues as provided herein may be foreclosed by the Club, its successors and assigns, at any time following the due date of the monthly dues, and the Club, its successors and assigns, shall be entitled to all unpaid monthly dues, interest, costs and reasonable attorneys fees. If monthly dues have become delinquent, such dues shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the owner to pay such dues shall remain his personal obligation and shall not pass to successors in title unless expressly assumed by them. Developer and the Club reserves the right to assign any claims or lien right created by this Supplemental Declaration to any third party and such lien may be foreclosed in the same manner as provided herein.

Upon the sale of a lot in Diamante Subdivision or other transfer of title to another after the initial sale of the lot by the Developer, a transfer fee or deposit shall be paid to the Club, such fee to be fixed, established and collected from time to time by the Club, its successors or assigns. The transfer fee or deposit covers the transfer of the Full Golf Membership which is appurtenant to the title. Such transfer fee or deposit may be decreased or increased in the sole discretion of the Club, its successors and assigns or designated agent, in accordance with the Club's Articles, By-Laws, if any, and Rules and Regulations as revised or amended by the Club or any owner of the Club in its sole discretion.

The Club shall be entitled to a lien on each lot in Diamante Subdivision for any unpaid transfer fee or deposit, together with interest thereon at the highest rate allowed by Arkansas law and with late charges, if any, and the costs of enforcing the lien, including reasonable attorney's fees. The lien for the transfer fee or deposit runs with the land and shall be construed to be a covenant by each lot owner or lot purchaser and by the Club and its successors or assigns.

The foregoing covenants and lien for a transfer fee or deposit shall not, however, apply to or be imposed upon either the Developer, its successors or assigns, or to any mortgage company, bank, lending institution or other similar financial entity to whom title is transferred as security for the performance of an obligation, or to any sale or transfer of title resulting from the enforcement of such security interest.

The lien of the monthly dues and the transfer fee or deposit provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon the properties subject to such dues, fees or deposits. While an ordinary sale or transfer shall not affect the lien for monthly dues and transfer fees or deposits, any sale or transfer which is subject to any first mortgage or deed of trust pursuant to a decree of foreclosure or proceeding in lieu of foreclosure shall extinguish the lien of such dues, fees and deposits which became due prior to such sale or transfer. No such sale or transfer shall relieve such property from liability for any dues and transfer fee or deposit thereafter becoming due or from the subsequent lien thereof except with respect to any future such decree of foreclosure or proceeding in lieu of foreclosure.

The following property in the Diamante Subdivision subject to the Declaration shall be exempt from the monthly dues created herein: (a) the Common Properties; (b) the Limited Common Properties, if any; (c) utilities; (d) utility easements and all other easements; (e) any Reserved Properties; and (f) any Lot, Living Unit or Associate Membership owned or held by the Developer prior to the initial sale or contract to sell by the Developer and excluding and exempting any such Lot, Living Unit or Associate Membership sold or contracted to be sold by the Developer which does not remain effective by reason of failure of down payment or rescission pursuant to any right granted or created by any public and/or governmental agency or authority.

Nothing contained herein shall be interpreted or construed to prevent the Club, its successors and assigns, from charging any user fees for the use of any amenities at the Club owned or operated by them, including charges for individual services or goods provided users through such facilities. Further, nothing herein shall prevent the Club from creating other categories of membership which may be made available to the general public, but which does not run with the land and which is at a level inferior to the level of privilege of a Full Golf Membership.

Further, nothing contained herein shall be interpreted or construed to bestow upon any Diamante Lot Owner any equity interest, or any other ownership interest, in the Club, the Club Facility or the Club's property or assets, or any voice or voting rights in the management of the Club operations, except as set out herein. A Diamante Lot Owner is granted solely the privilege to use and enjoy the Club Facility in accordance with the Club's Articles, By-Laws, if any, and Rules and Regulations as may be revised and amended by the Club or any owner of the Club from time to time in its sole discretion. Operation of the Club and the Club Facility is vested solely in the Club or any owner of the Club and such operation shall remain separate and apart from the Hot Springs Village Property Owners Association's operations of its common properties. The Club Facility and the property upon which the Club Facility will be located will not be common property under the Declaration aforesaid.

The Developer is owner of additional lands not now subject to the Declaration for which the Developer has reserved the right to bring under the Declaration and to develop at its option as additional residential subdivisions which may also be provided membership in the Club. Similarly, at Developer's option, such undeveloped lands could be developed by the Developer into a golf course or other recreational amenity and provide membership rights to that amenity to lot owners in Diamante Subdivision through a Supplemental Declaration. Such property added to Hot Springs Village by the Developer by way of execution of a Supplemental Declaration shall incorporate this Supplemental Declaration therein by reference.

NOW, THEREFORE; Developer hereby declares that all of the property in Diamante Subdivision described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the foregoing provisions, restrictions, conditions, easements, covenants, agreements, liens and charges, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of the said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

IN WITNESS WHEREOF, this instrument is executed by the Developer through its respective corporate officers who are duly authorized to so execute same in multiple counterparts, any one of which shall be deemed an original this 24th day of March, 1994.

ATTEST:

COOPER COMMUNITIES, INC.

Ann Prestage
Assistant Secretary

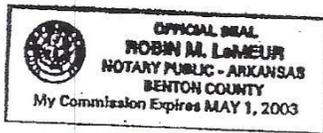
By: [Signature]
President

DEED 385 PAGE 507

STATE OF ARKANSAS)
) SS ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day before me, Robin M. LeMeur, a Notary Public duly qualified, commissioned and acting within and for the said state and county, appeared in person the within named Roger N. McMennamy and Ann Prestage, to me well known, who stated that they are President and Assistant Secretary of COOPER COMMUNITIES, INC., a Delaware corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and Notarial Seal on this 24th day of March, 1994.



Robin M. LeMeur
Notary Public

DEED 385 PAGE 508

FILED FOR RECORD
IN Deed BOOK 85 PAGE 503
MAR 29 1994
AT 8:19 O'CLOCK P.M.
JIM CRONE, CIRCUIT CLERK
BY *[Signature]* RC