

7 Green Meadow Lane
Holiday Island AR 72631
3/30/2015

Unit 10 Block 16 Lot 5

To whom it may concern,

The owners of the following units built on Unit 10, block 16 lot 5 , Unit A, Unit B, Unit C, & Unit D, which are in one building (7 Green Meadow Lane), are in agreement that the HISID assessment for the R3 Lot shall be billed to the Wild Goose Landing Home Owners Association instead of the individual unit owners. This change will be in effect for 2015 and all years following.

In keeping with the Master Deed declaration of condominium established 20th Feb 2002, article fifteen, the assessment will be paid by the Wild Goose Landing HOA and divided among the four unit home owners.

It is understood that only one unit owner card will be provided and this will be in the name of Frank and Sally Salb. Please bill the assessment to Mrs Sally Salb (Treasurer) P.O Box 3366, Lawrence, Kansas 66046.

Frank & Sally Salb
Unit A

Frank Salb
Sally J. Salb

Notary Public:

[Signature]



Larry & Lillian Smith
Unit B

Larry Smith
Lillian Smith

Notary Public:

Andrea Wright



Paul & Barbara McLoughlin
Unit C

BP McLoughlin
[Signature]

Notary Public

Carolyn Nichols

CAROLYN NICHOLS Notary Public
Carroll County State of Arkansas
My Commission Expires Mar. 8, 2020
Commission # 12375613

Brian & Trinity Smith
Unit D

Trinity Smith
Doug For Brian S

Notary Public



[Signature]
4/28/15

**REGULAR MEETING OF BOARD OF COMMISSIONERS
HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT
MONDAY, JANUARY 28, 2002**

The Regular Meeting was held at the District Office and was called to order by CHAIRMAN KEN MILLS at 9:00 AM. Present for roll call were COMMISSIONERS DICK LYTLE, BOYCE WILLIAMS, CONNIE CARNEY and DICK RUSSELL. A quorum was declared with 5 Commissioners present.

AGENDA:

Com. RUSSELL made a motion to approve the Agenda as printed. Com. CARNEY seconded the motion. Upon being put to a vote, motion carried with 5 ayes.

MINUTES:

Chrmn. MILLS asked for a motion to approve the Minutes for Special Meeting, Friday, December 28, 2001. Com. CARNEY so moved and Com. RUSSELL seconded the motion. Upon being put to a vote, motion carried with five ayes.

PUBLIC COMMENTS:

JOHN DOLCE, 12 Lakeside Drive discussed the status of his mother-in-law as a dependant, regarding amenity fees. Dist. Mgr. CROSSON said he felt he could resolve this problem.

OLD BUSINESS - PRESENTATION BY PERRY BUTCHER & ASSOCIATES

A presentation by Jim Mayer of Perry Butcher & Assoc. Discussion followed regarding incorporation of the development of the newly acquired lot adjacent to the South of Ft. Apache, as well as the basic improvements, bays, offices, roof line, storage areas, fence, restrms., chem. storage, etc. station. Several questions were asked by homeowners and were answered satisfactorily. Chrman. MILLS asked for a motion to approve Architectural Scheme I or Scheme II. Com. CARNEY moved to approve Architectural Scheme II contingent upon the acquisition of the appropriate property and replatting.. Com. RUSSELL seconded the motion. Motion was carried with a vote of 4 Yeas and 1 Nay, Com. WILLIAMS voting Nay. Chrmn. MILLS asked about the funding of the additional equipment. Dist. Mgr. CROSSON stated we should be within our budget with these purchases. Chrmn. MILLS thanked Mr. Mayer for his presentation.

DISTRICT MANAGER'S REPORT for JANUARY 2002 (ATTACHED)

Chrmn. MILLS thanked Dist. Mgr. CROSSON for his report. Also, questions from homeowners were answered.

OLD BUSINESS (Continued)

FINAL DISCUSSION APPROVAL OF 2002 GOALS

Goal #2 Objective A: Establish method and get study started for exploring the benefits of incorporating Holiday Island into a municipality.

Chrmn. MILLS stated there had been one meeting to form a committee. Paul Spiller reported the newly formed committee will be meeting (tomorrow), Tuesday, Jan. 29. This committee will be co-chaired by Ellen Bjork and Bob Rizman. Press releases will be issued as information is accumulated regarding pros and cons.

Goal #2 Objective B: Develop a plan, in conjunction with HIDC, to address lot turn-backs & foreclosures which result in a shrinking assessment base for the District.

Chrmn. MILLS stated the Board was on track, as Dist. Mgr. CROSSON was working with HIDC.

Goal #4 Objective A: Determine the legality & feasibility of establishing a District-wide set of Use & Appearance Codes for property that would be enforceable.

Chrmn. MILLS again stated the Board was on track, as Dist. Mgr. CROSSON was working with the Planning Commission.

Goal #4 Objective B: Determine the advantages and feasibility of bring the Planning Commission and/or Property Inspection responsibilities under the jurisdiction of the District.

Chrmn. MILLS stated the Board was in agreement to table this pending the preliminary study of Incorporation.

Goal #4 Objective C: Develop a plan for correcting the zoning and lot sizes in Unit 10.

Dist. Mgr. CROSSON and Mr. Dees are trying to formulate a plan to accomplish this.

Goal #4 Objective D: Develop a plan to establish a set of appropriate incentives that will promote inventory lot sales.

Chrmn. MILLS reported there is an ongoing study of this Objective.

Chrmn. Mills asked the Board if they were satisfied with the plans which have been instituted for these goals. All were in agreement. No vote was necessary.

NEW BUSINESS

Consideration//Approval of the Purchase of Lot 1 Block 9 (The lot south of & adjacent to Ft. Apache)

Dist. Mgr. CROSSON distributed to the Board a final copy of the acceptance offer of \$15,000 by Earl & Irene Havel, Chgo. Il., owners of the lot, and suggested that if the Board wanted to approve this purchase, it be contingent on our ability to replat the facility. Once approved and replatted, he would bring it back to the Board for acceptance of that replat. Some discussion followed regarding replatting. Chrmn. MILLS asked for a motion for Dist. Mgr. CROSSON to proceed. Com. WILLIAMS so moved, Com. Lytle seconded the motion. Upon being put to a vote, motion was carried with 5 Ayes.

Consideration/Approval of Saturday, July 13, 2002 Golf Tournament-Camp Barnabas

Chrmn. Mills asked for a motion for approval of this Tournament. Com. RUSSELL so moved, Com. LYTLE seconded the motion. It was put to a vote and was carried with 5 Ayes.

Consideration/Approval of Regulation 26 Update

Discussion followed as to how to handle the first reading of Reg. 26. Com. CARNEY made a motion to read Reg. 26-2002, by-title-only, seconded by Com. RUSSELL. Motion was carried with 5 Ayes. First reading of Reg. 26-2002 was held Jan. 28, 2002. Mr. CROSSON was requested to have a corrected copy ready for the Board at a second reading to take place at a Special Meeting, 9:30am, Feb. 4, 2002. Motion to approve the first reading was made by Com. LYTLE, Com. CARNEY seconded. Motion was carried with 5 Ayes. Discussion followed.

Consideration/Approval of Wild Goose Landing Apartments-Replat

Ralph Ketterson presented his replats and discussion followed. Chrmn. MILLS asked for a motion to approve this replatting. Com. LYTLE so moved, with Com. RUSSELL seconding the motion. Motion carried with 5 Ayes.

ANNOUNCEMENTS

Special Meeting	Monday, February 4, 2002	9:30 AM	District Office
Work Session	Monday, February 18, 2002	9:30 AM	District Office
Regular Meeting	Monday, February 25, 2002	9:00 AM	District Office

ADJOURNMENT:

Com. RUSSELL made a motion to adjourn the meeting, Com. CARNEY seconded the motion. Upon being put to a vote, motion carried with five ayes.

Respectfully Submitted,



Boyce D. Williams, Secretary
Board Of Commissioners

NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT PURSUANT TO THE PROVISIONS OF THE DECLARATION OF RESERVATIONS AND THE RULES AND REGULATIONS OF THE COMMITTEE OF ARCHITECTURE, HOLIDAY ISLAND, ARKANSAS, THE FOLLOWING PETITION FOR REZONING HAS BEEN SET FOR HEARING BEFORE THE COMMITTEE OF ARCHITECTURE IN THE RECREATION CENTER, HOLIDAY ISLAND, ARKANSAS, ON WEDNESDAY, MARCH 24TH, AT 10:00 O'CLOCK A.M.

PETITION NO. R-82-1:

The Petition of MCO Properties Inc. for properties located on Leatherwood Lane, Blue Water Drive, and Hillside Drive, and more particularly described as follows:

From R-3 Multiple Family Residential to R-2 Two Family Residential: Lots 5, 6, and 7, Block 6, Unit 10

From C-1 General Commercial to R-2 Two Family Residential: Lots 8 and 9, Block 6, Unit 10
Lots 1 through 17, Block 8, Unit 10

From C-2 Commercial-Residential to R-2 Two Family Residential: Lot 31, Block 11, Unit 10
Lots 3 through 12, Block 12, Unit 10

All interested parties may appear and be heard at said time and place. A copy of the proposed amendments and other pertinent data are opened and available for inspection in the office of the Committee of Architecture, Woodsdale Drive, Route 3, Box 226, Holiday Island, Arkansas 72632.

All interested parties are invited to review the petition in said office and discuss the details with the Project Manager and/or any member or officer of the Committee of Architecture.

GIVEN UNDER MY HAND THIS 2nd day of March, 1982.



William Milligan, Secretary
Committee of Architecture,
Holiday Island, Arkansas

DECLARATION OF RESERVATIONS

UNIT 10, HOLIDAY ISLAND

CARROLL COUNTY, ARKANSAS

TRUST NO. 22

THIS DECLARATION, made this 21st day of June, 1971, by CATTLEMEN'S TITLE GUARANTEE COMPANY, an Arkansas corporation, as Trustee for McCulloch Recreational Properties, Inc., hereinafter referred to as the "Declarant":

WITNESSETH, that

WHEREAS, the Declarant is the owner of that certain Unit No. 10, Holiday Island, Carroll County, Arkansas, as per plat thereof recorded in Book B, Page 14, Records of said County at Eureka Springs, in the Western District of Carroll County, Arkansas; and

WHEREAS, the Declarant intends to sell, dispose of, or convey from time to time all or a portion of the lots in said Unit, above described, and desires to subject the same to certain protective reservations, covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said Unit;

NOW, THEREFORE, DECLARANT HEREBY CERTIFIES AND DECLARES that it has established and does hereby establish a general plan for the protection, maintenance, development, and improvement of said Unit, and that:

THIS DECLARATION is designed for the mutual benefit of the lots in said Unit and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels, and portions of said Unit and all interests therein shall be held, leased, or sold and/or conveyed by the owners or users thereof, each and all of which is and are for the mutual benefit of the lots in said Unit and of each owner thereof, and shall run with the land and shall inure to and pass with each such lot and parcel of land in said Unit, and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon each and every lot, parcel, or individual portion of said Unit as a mutual equitable servitude in

favor of each and every other lot, parcel, or individual portion of land therein as the dominant tenement; and in favor of Declarant.

COMMITTEE OF ARCHITECTURE

DECLARANT shall appoint a Committee of Architecture, hereinafter sometimes called "Committee", consisting of five (5) persons. Declarant shall have the further power to create and fill vacancies on the Committee.

IT shall be the general purpose of this Committee to provide for maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision.

THE COMMITTEE shall be guided by, and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration of Reservations. The Committee shall make available a copy of this Declaration of Reservations to any and all lot owners upon request.

SAID COMMITTEE shall adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any lot owner upon the consent of any one of the members of said Committee. Said Committee shall by a majority vote elect one of its members as chairman and one of its members as secretary and the duties of such chairman and secretary shall be such as usually appertain to such offices. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by a majority vote and none of said rules or regulations shall be deemed to be any part or portion of said conditions.

THE COMMITTEE shall determine whether the conditions contained in this declaration are being complied with.

THE COMMITTEE may adopt reasonable rules and regulations in order to carry out its duties.

SAID CONDITIONS ARE AS FOLLOWS:

In addition to all other Conditions herein set forth, the Conditions set forth in Exhibits A through D shall apply to all property subject to this Declaration, except as hereinafter modified or amended.

DECLARANT reserves the right to convey and/or dedicate rights-of-way and easements for public utilities, telephone and/or communication cables, and drainage purposes over a five (5) foot strip of land within and along all side lot lines of each and every lot, and over a seven and one-half (7 1/2) foot strip within and along the rear lot line of each and every lot, except as to all commercial zoned lots or parcels, and except as to any such easement along such side or rear lot lines as shown on the recorded plat, together with the privilege to assign this right at any time, in Declarant's sole discretion, to McCulloch Recreational Properties, Inc., or its successors or assigns. This right shall run with the land for the time herein provided and as may be extended.

THAT lots 6 thru 22, Block 1, lots 1 thru 24, Block 2, lots 1 thru 16, Block 3, lots 1 thru 5 and lots 10 thru 18, Block 4, lots 1 thru 10, Block 5, lots 1 thru 4, Block 6, lots 21 thru 35, Block 7, lots 20 thru 42, Block 16 shall be designated R-2 TWO FAMILY RESIDENTIAL AREA and shall be improved, used, occupied, in accordance with the provisions set forth under R-2 two-family residence area of this Declaration.

THAT lots 2 thru 5, Block 1, lots 6 thru 9, Block 4, lots 5 thru 7, Block 6, lots 1 thru 20, Block 7, lots 22 thru 30, Block 11, lots 1 thru 19, Block 13, lots 7 thru 16, Block 15, lots 3 thru 19, Block 16, lots 43 thru 48, Block 16, lots 1 thru 4, Block 19, lots 1 thru 4, Block 20 shall be designated R-3 MULTIPLE-FAMILY RESIDENTIAL AREA and shall be improved, used, occupied in accordance with the provisions set forth under R-3 Multiple-Family Residential Area of this Declaration.

THAT lots 8 thru 18, Block 6, lots 1 thru 35, Block 8, lots 1 thru 32, Block 10, lots 1 thru 21, Block 11, lots 20 thru 30, Block 13, lots 1 thru 26, Block 14, lots 1 thru 6, Block 15, lots 1 thru 2, Block 16, lots 1 thru 13, Block 17, lots 1 and 2, Block 18, shall be designated C-1 GENERAL COMMERCIAL AREA and shall be improved, used, occupied in accordance with the provisions set forth under C-1 General Commercial Area of this Declaration.

THAT lot 1, Block 1, lots 11 thru 15, Block 5, lots 1 thru 16, Block 9, lot 31, Block 11, lots 1 thru 12, Block 12 shall be designated C-2 COMMERCIAL-RESIDENTIAL AREA and shall be improved, used, occupied in accordance with the provisions set forth under C-2 Commercial-Residential Area of this Declaration.

A. IMPROVEMENT STANDARDS

1. No building, fence, patio, or other structure shall be erected, altered, added to, placed, or permitted to remain on said lots or any of them or any part of any such lot until and unless the plans showing floor areas, external design, structural details, and the ground locations of the intended structure along with a plat plan have been first delivered to and approved in writing by the Committee. The Committee may require a reasonable fee prior to checking or appraising said plans. All residential structures shall conform to the requirements of the Uniform Building Code as published by the International Conference of Building Officials, current editions, and the requirements of the National Electrical Code, as published by the National Fire Protection Association, current editions, as a guide to sound construction and electrical installation practices.
2. Notwithstanding any other provisions of this Declaration of Reservations, it shall remain the prerogative and in the jurisdiction of the Committee to review applications and grant approvals for exceptions to this Declaration. Variations from these requirements, and, in general, other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances, and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located in the vicinity thereof, all in the sole opinion of the Committee.

B. LAND USE -- GENERAL

1. Advertising

No sign, advertisement, billboard, or advertising structure of any kind shall be erected or allowed on any of the unimproved lots, and no signs shall be erected or allowed to remain on any lots improved or unimproved except as expressly provided in the "Uses Permitted" paragraph hereinafter set forth; provided, however, that a temporary permit for signs for structures to be sold or exhibited may be first obtained by application to the Architectural Committee. The Architectural Committee may approve the location of these signs within the front setback of the lot.

2. Animals - Livestock

No livestock, or poultry of any kind, except as provided in the Uses Permitted paragraph as hereinafter set forth, shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes and are not kept in quantities which create an annoyance or nuisance to the neighborhood.

3. Building Exterior

The exterior portions of all buildings shall be painted or stained immediately upon completion or shall have color mixed in the final structural application, so that all such materials shall have a finished appearance.

4. Clothes Lines

Clothes lines shall be installed so as not to detract from the aesthetic values of the property and shall be so placed to be concealed from view from all public rights-of-way.

5. Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as stated in this Declaration. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through

drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. Electrical Power

No source of electrical energy shall be brought to the property or used upon the property until the Committee of Architecture has approved plans and specifications for the erection of approved improvements upon any lot.

7. Nuisances

No noxious or offensive activities 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.

8. Occupancy of Structures

No structure shall be occupied or used for the purpose for which it is designed or built until the same shall have been substantially completed and a certificate to that effect shall have been issued by the Committee of Architecture.

9. Plumbing

All structures shall have complete and approved plumbing installations before occupancy. Such plumbing shall conform to the requirements of the Uniform Plumbing Code as a guide to sound plumbing practices.

10. Sewage Disposal

No privately owned sewage disposal system shall be permitted upon any lot or parcel of land covered by this Declaration unless such system is designed, located, and constructed in accordance with requirements, standards, and recommendations of the Arkansas State Health Department and approved by the Holiday Island Suburban Improvement District.

11. Storage of Materials

In any building project during construction and during the period of sixty (60) days after completion, a lot may be used for the storage of materials used in the construction of the individual buildings in the project and for the contractor's temporary offices, including chemical toilets. Said construction period shall not exceed one hundred twenty (120) days, unless specifically approved by the Committee of Architecture.

12. Storage of Tools and Trash

The storage of tools, landscaping instruments, household effects, machinery or machinery parts, boats, trailers, empty or filled containers, boxes or bags, trash, materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored so as to be concealed from view from all public rights-of-way. Trash for collection may be placed at the street right-of-way line on regular collection days for a period not to exceed twelve hours prior to pick up. Storage of junk, old inoperative, unlicensed cars, and other unsightly objects on any lot or parcel is expressly prohibited.

13. Temporary Buildings

No temporary buildings, including tents, shacks, shanties, or other structures shall be erected or placed upon any lot and no temporary buildings including basements, cellars, tents, shacks, shanties, garages, barns, or other temporary outbuildings or other similar structures shall at any time be used as a residence of the owner and his family or by a contractor during construction by or for such owner of a permanent residence; but only after a certificate in writing has been issued by the Committee of Architecture for such use and then only after the said Committee of Architecture shall have approved plans and specifications for the erection of the said

permanent residence. In no event shall such trailer be allowed to be on any such lot for longer than one hundred twenty (120) days.

14. Unnatural Drainage

Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would change the natural course of drainage to the detriment of any adjoining property or public right-of-way.

15. Use of Premises

A person shall not use any premises in any land use area, which is designed, arranged, or intended to be occupied or used for any purpose other than expressly permitted in this Declaration.

16. Mineral Rights

No oil, gas, and/or mineral operations of any kind, including mining or other related activities, shall be conducted or permitted on the premises at any time.

In the event that any of the provisions of this Declaration conflict with any other of the sections therein, the more restrictive of the two shall govern. If any paragraph, section, sentence, clause, or phrase of the conditions and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases herein contained shall not be affected thereby. It is hereby declared that those conditions and covenants herein contained would have been and are imposed, including each paragraph, section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases are or shall become or be illegal, null, or void.

If any owner of any lot in said property or his heirs or assigns shall violate or attempt to violate any of the conditions or covenants herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any person attempting to violate any such conditions or covenants and either to prevent him or them from so doing or to recover damages or other dues for each violation.

In order to enhance and protect the value of the lots described herein, the right to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any Conditions, either to prevent such violations or to recover damages or other dues for each violation, is also expressly reserved to Declarant, its successors or assigns, whether or not Declarant is a lot owner. This reservation shall terminate when improvements have been erected in conformance with these Conditions on 90% of the lots in this subdivision.

PROVIDED, HOWEVER, that a breach of any of the foregoing conditions or covenants shall not in any wise affect any valid mortgage or lien made in good faith and for value and not made for the purpose of defeating the purposes of such reservations and restrictions.

IN WITNESS WHEREOF, CATTLEMEN'S TITLE GUARANTEE COMPANY has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 21st day of June, 1971.

CATTLEMEN'S TITLE GUARANTEE COMPANY,
as Trustee for McCulloch Recreational
Properties, Inc.

By: s/ James W. Adams
Vice President

STATE OF ARKANSAS)
 : ss.
County of Carroll)

On this, the 21st day of June, 1971, before me, the undersigned officer, personally appeared Mr. James W. Adams, who acknowledged himself to be the Vice President of CATTLEMEN'S TITLE GUARANTEE COMPANY, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

 /s/ Quetta Weems
Notary Public

My Commission Expires:

 8-4-74

Recorded in the Western District of Carroll County, Arkansas, on the 21st day of June, 1971, at Book 69, Pages 282-294.

EXHIBIT A

R-2 TWO FAMILY RESIDENTIAL

The following regulations shall apply in the R-2 zone unless otherwise provided in this Declaration of Reservations.

1. Uses Permitted

A building or premises shall be used only for the following purposes:

- (a) Any use permitted in the R-1 zone of this Declaration of Reservations.
- (b) Two-family dwellings.
- (c) Posting of one (1) professionally made, unlighted sign not to exceed six (6) square feet in area advertising the premises for sale, lease, or rent, located not nearer than ten (10) feet to adjoining premises, nor nearer than five (5) feet to a street line.
- (d) Posting of temporary sign not to exceed six (6) square feet in area giving the names of the contractors, engineers, and architects during construction period.
- (e) Minimum dwelling area shall be 900 square feet of floor area for each unit including carport, garage, covered porches, etc. with a minimum area of 700 square feet for living area in the dwelling portion of each unit.

2. Maximum Building Height

No structure shall exceed a height of thirty (30) feet above the highest part of the lot(s) upon which the same is to be located or constructed, nor shall exceed two stories in height.

3. Minimum Setback Requirements

Except as otherwise specifically provided on the recorded subdivision map, which specification shall control, the following shall apply:

- (a) Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet from the front property line to the nearest structural projection, including porches, but not including eaves, overhangs, planters, or fireplaces.
- (b) A principal structure shall provide total side yards of not less than fifteen (15) feet with not less than five (5) feet on one (1) side. Corner lots shall maintain a minimum setback of fifteen (15) feet from the side street line.

Where minimum setbacks create an undue hardship upon the owner due to topographic conditions, such setbacks may be modified as necessary by the Committee of Architecture.

4. Maximum Area of Dwelling

Notwithstanding uses permitted herein, no more than fifty (50) per cent of the total lot area shall be used for the dwelling and other structures unless otherwise determined by the Committee of Architecture.

5. Subdivision of Lots

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale, or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provisions of A-2, Page 4, of this Declaration of Reservations.

These Conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1991. At that time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the owners of the lots in said Unit it is agreed to change said Conditions in whole or in part.

EXHIBIT B

R-3 MULTIPLE FAMILY RESIDENTIAL

The following regulations shall apply in the R-3 zone unless otherwise provided in this Declaration of Reservations.

1. Uses Permitted

A building or premises shall be used only for the following purposes:

- (a) Any use permitted in the R-1 or R-2 zone of this Declaration of Reservations.
- (b) Two-family dwellings.
- (c) Multiple-family dwellings.
- (d) Posting of one (1) professionally made, unlighted sign not to exceed six (6) square feet in area advertising the premises for sale, lease, or rent, located not nearer than ten (10) feet to adjoining premises, nor nearer than five (5) feet to a street line.
- (e) Posting of temporary sign not to exceed six (6) square feet in area giving the names of the contractors, engineers, and architects during construction period.
- (f) Minimum dwelling area shall be 500 square feet for each and every dwelling unit on the premises.

2. Maximum Building Height

No structure shall exceed a height of thirty (30) feet above the highest part of the lot(s) upon which the same is to be located or constructed, nor shall exceed two stories in height.

3. Minimum Setback Requirements

Except as otherwise specifically provided on the recorded subdivision map, which specification shall control, the following shall apply:

- (a) Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet from the front property line to the nearest structural projection, including porches, but not including eaves, overhangs, planters, or fireplaces.
- (b) A principal structure shall provide total side yards of not less than fifteen (15) feet with not less than five (5) feet on one (1) side. Corner lots shall maintain a minimum setback of fifteen (15) feet from the side street line.

Where minimum setbacks create an undue hardship upon the owner due to topographic conditions, such setbacks may be modified as necessary by the Committee of Architecture.

4. Maximum Area of Dwelling

Notwithstanding uses permitted herein, no more than fifty (50) per cent of the total lot area shall be used for the dwelling and other structures unless otherwise determined by the Committee of Architecture.

5. Subdivision of Lots

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale, or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provisions of A-2, Page 4, of this Declaration of Reservations.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1991. At that time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the owners of the lots in said Unit it is agreed to change said Conditions in whole or in part.

EXHIBIT C

GENERAL COMMERCIAL C-1

The following regulations shall apply in the General Commercial Area unless otherwise provided in these Reservations.

1. Uses Permitted:

(a) Stores, shops, and premises for the conduct of the following types of general retail or wholesale business:

- | | |
|------------------------------------|---------------------------------|
| 1. Antiques | 18. Electric Appliances |
| 2. Automobiles (New) | 19. Employment Agencies |
| 3. Automobile (Parts) | 20. Fine Arts Galleries |
| 4. Bakeries, retail | 21. Florists |
| 5. Banks | 22. Food Markets, Groceries |
| 6. Barber Shops | 23. Furniture (New) |
| 7. Bars | 24. Hardware |
| 8. Beauty Shops | 25. Jewelry |
| 9. Book Stores | 26. Liquor Store |
| 10. Cafes or Restaurants | 27. Meat Market or Delicatessen |
| 11. Clothing Shops | 28. Offices |
| 12. Clubs | 29. Photographic Studios |
| 13. Confectionary Stores | 30. Self-Service Laundries |
| 14. Dressmaking or Millinery Shops | 31. Shoe Sales and Repairs |
| 15. Drug Stores | 32. Stationery |
| 16. Dry Cleaning & Pressing | 33. Tailor |
| 17. Dry Goods | |

(b) Such other types of retail and wholesale businesses including service stations shall be permitted where in the sole opinion of the Committee such businesses are compatible with the uses permitted in 1(a) above and with the other businesses conducted or planned for the immediately adjacent areas.

(c) The operations from such stores, shops, or businesses shall be conducted entirely within an enclosed building.

(d) Any exterior sign displayed shall pertain only to a use conducted within the building. The design of such signs shall be approved by the Committee of Architecture prior to their construction.

(e) The accessory buildings and structures necessary to such uses located on the same lot or parcel of land.

2. Maximum Building Height:

No structure shall exceed a height of thirty (30) feet above the highest part of the lot(s) upon which the same is to be located or constructed.

3. Storage of Materials:

The storage of supplies and equipment, boxes, refuse, trash, materials, machinery or machinery parts, or other items that shall in appearance detract from the aesthetic values of the property, shall be so placed and stored to be concealed from view from the public right of way.

4. Maximum Area of Building:

None

5. Automobile Parking Requirements:

No automobile parking space need be provided on the lots where such area has been reserved as described on the face of the recorded Declaration of Reservations for the Unit or as shown on the recorded map and the area so described shall be set aside as an easement for ingress, egress, public utilities, driveways, walkways and parking to be used IN COMMON WITH OTHERS.

Where a common parking area has not been so reserved there shall be provided upon each individual lot one off-street parking space for each 250 square feet of floor space constructed on the said lot. The area so designated from time to time as parking area by the lot owner in plans submitted to and approved by the Committee of Architecture shall be the parking area with respect to the lot or lots so covered, and there is hereby reserved with respect to said parking area an easement for ingress, egress, driveways, walkways, and parking areas to be used IN COMMON WITH THE PARKING AREA OF ALL OTHER COMMERCIAL LOTS.

EXHIBIT D

COMMERCIAL-RESIDENTIAL C-2

Commercial-Residential (C-2)

The following regulations shall apply in the Commercial-Residential Area unless otherwise provided in these Reservations.

1. Uses Permitted:

(a) Stores, shops, and premises for the conduct of the following types of general retail or wholesale business:

- | | |
|------------------------------------|---|
| 1. Antiques | 21. Florists |
| 2. Automobiles (New) | 22. Food Markets, Groceries |
| 3. Automobile (Parts) | 23. Furniture (New) |
| 4. Bakeries, retail | 24. Hardware |
| 5. Banks | 25. Hotels including incidental shops and services. |
| 6. Barber Shops | 26. Jewelry |
| 7. Bars | 27. Liquor Store |
| 8. Beauty Shops | 28. Meat Market or Delicatessen |
| 9. Book Stores | 29. Motels including incidental shops and services |
| 10. Cafes or Restaurants | 30. Offices |
| 11. Clothing Shops | 31. Photographic Studios |
| 12. Clubs | 32. Self-Service Laundries |
| 13. Confectionary Stores | 33. Shoe Sales and Repairs |
| 14. Dressmaking or Millinery Shops | 34. Stationery |
| 15. Drug Stores | 35. Tailor |
| 16. Dry Cleaning | |
| 17. Dry Goods | |
| 18. Electric Appliances | |
| 19. Employment Agencies | |
| 20. Fine Arts Galleries | |

(b) Such other types of retail and wholesale businesses including Service Stations shall be permitted where in the sole opinion of the Committee such businesses are compatible with the uses permitted in 1(a) above and with the other businesses conducted or planned for the immediately adjacent areas.

(c) The operations from such stores, shops, or businesses shall be conducted entirely within an enclosed building.

(d) Any exterior sign displayed shall pertain only to a use conducted within the building. The design of such signs shall be approved by the Committee of Architecture prior to their construction.

(e) The accessory buildings and structures necessary to such uses located on the same lot or parcel of land.

(f) Unless otherwise restricted by other Unit Declaration of Reservations, the top level of commercial buildings may be designed to provide for residential occupancy, including single-family, two-family, and multi-family dwellings and boarding and lodging houses. Each dwelling unit shall contain its own sanitary facilities and have a minimum living area of six hundred (600) square feet exclusive of patios and covered porches. This type of use is permitted where in the sole opinion of the Committee of Architecture such a use is compatible with other uses conducted and planned for this zone and immediately adjacent zones.

2. Maximum Building Height:

No structure shall exceed a height of thirty (30) feet above the highest part of the lot(s) upon which the same is to be located or constructed.

3. Storage of Materials:

The storage of supplies and equipment, boxes, refuse, trash, materials, machinery or machinery parts, or other items that shall in appearance detract from the aesthetic values of the property, shall be so placed and stored to be concealed from view from the public right of way.

4. Maximum Area of Building:

None.

5. Automobile Parking Requirements:

No automobile parking space need be provided on the lots where such area has been reserved as described on the face of the recorded Declaration of Reservations for the unit or as shown on the recorded map and the area so described shall be set aside as an easement for ingress, egress, public utilities, driveways, walkways and parking to be used IN COMMON WITH OTHERS.

Where a common parking area has not been so reserved there shall be provided upon each individual lot one off-street parking space for each 250 square feet of floor space constructed on the said lot. The area so designated from time to time as parking area by the lot owner in plans submitted to and approved by the Committee of Architecture shall be the parking area with respect to the lot or lots so covered, and there is hereby reserved with respect to said parking area an easement for ingress, egress, driveways, walkways and parking areas to be used IN COMMON WITH THE PARKING AREA OF ALL OTHER COMMERCIAL LOTS.

NOTICE OF ORDER LEVYING TAX (ASSESSMENT)

NOTICE is hereby given that the Board of Commissioners of the Holiday Island Improvement District #1 have, at its November 26, 2012 meeting levied a tax (assessment) for the year 2013 as follows:

R1 Vacant/Paved	\$ 416.00
R1 Vacant/Gravel	\$ 364.00
R1 Improved/Paved	\$ 676.00
R1 Improved/Gravel	\$ 624.00
R2 Vacant	\$ 416.00
R2 Improved	\$ 676.00
R3 Vacant	\$ 624.00
R3 Improved	\$ 884.00
C1/C2 Vacant	\$ 468.00
C1/C2 Improved	\$ 728.00
Timeshare	\$1,508.00

Pursuant to Ark. Code Ann. §14-92-228, ALL PERSONS AFFECTED BY THIS LEVY ARE WARNED THAT THE LEVY SHALL BECOME FINAL UNLESS SUIT TO CONTEST THE LEVY IS FILED ON OR BEFORE JANUARY 7, 2013, SUCH DATE BEING NO LATER THAN 30 DAYS OF THE FIRST PUBLICATION DATE OF THIS NOTICE.

Linda Graves, Secretary
Holiday Island Suburban Improvement District