

Amended Covenants and Restrictions Enchanted Peninsula Subdivision Phase II as Replatted and Recorded

The undersigned, being the owner of the following described lands in the city of Fairfield Bay, Cleburne and Van Buren Counties Arkansas:

Hereby amends the Restriction Covenants of the Enchanted Peninsula as recorded the 28th day of November 1994 in Faulkner County and book vol. 397 pages 503-507 Cleburne County Arkansas the 11 day of January 1995.

1. **Area of Application:** These covenants shall apply to those lands now designated and replatted as Phase II Enchanted Peninsula less and except lots 68, 70, 76, 90, 91, 92, previously sold under the Restrictive Covenants of the Enchanted Peninsula as recorded the 28th day of November 1994 in Faulkner County and book vol. 397 pages 503-507 Cleburne County Arkansas the 11 day of January 1995.
2. **Land Use:** Lots shall be used for residential homes only. Certain easements are shown for access and egress as well as easements for utilities, etc. The easements for access and egress on lots 61, 62, 63, 64, 75, 76, 77, 88, 89 are intended to accommodate the most appropriate development of curb appeal within the community, most specifically the easements allow for the garaging, carporting or parking of vehicles in the rear or on the side of homes. Each residence should be considered to be a home in an upscale community. No home shall be manufactured or mobile home, log house or cabin. The architectural control committee of the city of Fairfield Bay shall be the interpreter of these covenants; nevertheless, as the owner of the lands and conceiver of these covenants J. Fletcher Hanson or the Trustee of the Fletcher Hanson Living Trust wishes to be heard should a need arise.
3. **Fairfield Bay City Government:** Enchanted Peninsula is lucky to be a subdivision of the city of Fairfield Bay. The city fathers have established certain city ordinances such as those pertaining to the removal and alteration of trees, the placement of homes on lots, temporary structures, signs, fences, livestock, garbage and refuse storage and removal and more. The city council and others enforce such ordinances. A purchaser of property should become familiar and knowledgeable about the benefits and security of these ordinances. All proprietors are serviced by city, sewer, community water, garbage pickup, paved city streets, recreational centers, police and fire protection, 911, representation on city council by city councilman as well as a representation by an association known as "The Community Club" to which they become a member voluntarily joining for a monthly membership fee that covers among other things Memberships in the Fairfield Bay Country Club and other recreational activities, public property maintenance and public property beautification.
4. **Signs, Fences, etc.:** Other than the city ordinances previously mentioned the following are prohibited because they are un-neighborly. They are chain length fences, high walled fences or screens between houses as covered by city ordinances. Subdivision members or residents may engage their own community groups to help display their community sense of pride.
5. **Boat Slips and Community Dock:** Located on the western edge of lot 75 is an access ingress egress agreement to an ingress egress easement granted by the United States Corps of Engineers for a pathway and steps to a community boat dock. The following lots in Enchanted Peninsula Phase II have been dedicated an easement through lot 75 to connect to the easement granted by the Corps of Engineers to this community dock. The owners of these lots are the owners of these dedications and easement to the community boat dock. They can become the owner of a slip on a first come first serve basis. These easements and ownerships of this privilege must remain with the lots are the only ones entitled to ownership of one slip in the community dock. These lots are as follows: Lots 61, 62, 63, 64, 65, 66, 67, 71, 72, 75, 77, 88, 89, 94, 95, 96, 97. Request is being made

to the United States Corps of Engineers for an additional ingress egress easement to the community boat dock to accommodate the handicap people who need appropriate vehicular assistance. This additional easement will begin at the corner of lot 77 and will reside on top of a proposed underground electric power supply to the community dock. The easement to the site at the corner of lot 77. This easement connects to a previously recorded easement through the eastern end of lot 76 for access by lots 88 & 89 to the easement to the boat dock through lot 75. The ingress egress easement along to this easement system and to allow all members and owners of slips in the community dock to have access to the new ingress egress easement for the handicapped. The easement along the northern edge of lots 88 & 89 is also to accommodate a drive to accommodate garaging and parking for the two lots. This access is available only to the owners of lots in Phase II.

6. **Term:** These covenants and restrictions are to run with the land and as platted and recorded as Phase II Enchanted Peninsula. Fairfield Bay, Arkansas. They shall be binding on all parties and all persons claiming under them for a period of 30 years from the date of these covenants are recorded, after which time said covenants shall be extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.
7. **Enforcement:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
8. **Severability:** Modification of any of covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Witness my hand and seals this _____ day of _____ in the year _____

J. Fletcher Hanson
Living Trust

J. Fletcher Hanson
Trustee