

**FIRST AMENDMENT TO RIDGEFIELD POINTE ADDITION
TO SEBASTIAN COUNTY, ARKANSAS
COVENANTS, CONDITIONS AND RESTRICTIONS**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions ("First Amendment") is hereby made to the Declaration of Covenants, Conditions and Restrictions ("Covenants") for Ridgefield Pointe Addition to Sebastian County, Arkansas, by the Property Owner and Developer, Didier Properties, LLC ("Developer"), to-wit:

WHEREAS, the Developer had previously imposed limitations, restrictions and uses on Lots 1-A through 4-A of the platted subdivision (the "Addition") filed of record in the Greenwood District of Sebastian County, Arkansas on the 16th day of May, 2007 (the "Plat"). The legal description for said Addition is more particularly described on Exhibit "A" attached hereto and incorporated herein.

WHEREAS, the Developer desires to amend the Covenants.

NOW, THEREFORE, the Developer hereby adopts and amends the Covenants by this First Amendment, to-wit:

**ARTICLE II
Membership and Voting Rights in the Association**

Section 2. Voting Rights. Section 2 is hereby deleted in its entirety and replaced with the following, to-wit:

"Section 2. Voting Rights. The Association shall have one class of membership for the purposes of voting. The owner of each lot (regardless of how many persons or entities own an interest in the lot) shall be entitled to one (1) vote per lot, totaling four (4) votes. The Developer, if it elects to remain a member of the Association, shall be entitled to two (2) votes. The total number of votes shall be four (4) if the Developer does not elect to stay a Member of the Association. The total number of votes shall be six (6) if the Developer elects to stay a Member of the Association. Notwithstanding the foregoing, the owner of a lot shall not be entitled to vote during any time in which the owner is found by the Developer or the Board to be in violation of these Covenants or this First Amendment".

**ARTICLE III
Property Rights in the Common Properties**

Section 1. Members' Easements of Enjoyment. Section 1 is hereby deleted in its entirety and replaced with the following, to-wit:

"Section 1. Members' Easements of Enjoyment.

(a) Subject to the provisions of Section 3 of this Article, every member and each individual within a member's family, assuming the Common Properties are owned by the Association, shall have a non-exclusive right and easement of ingress, egress, access, use, recreation, and enjoyment in and to the Common Properties and their respective lot, such easement shall be appurtenant to and shall pass with the title of each lot, PROVIDED, HOWEVER, such easement shall not give such person (excluding the Developer and the Association), the right to make alterations, additions, or improvements to any portion of the Common Properties.

(b) Subject to the provision of Section 3 of this Article, each and every member and each individual within a member's family, assuming the Common Properties are owned by the Developer, shall be granted a License to utilize the Common Properties as set forth in Section 6 of Article VII, "Easement and License Right".

* All other terms and conditions of the Covenants dated June 7, 2007 and filed of record May 12, 2007 under Document No. 7219419, unless amended herein by this First Amendment, shall remain in full force and effect for the time set forth therein and this First Amendment shall be binding upon all parties and persons claiming under the Covenants and/or this First Amendment through May 16, 2047, at which time the Covenants and this First Amendment shall be automatically extended for an additional ten (10) years, unless by vote of at least two-thirds (2/3) of the then owners of the lots in the Addition, it is agreed that these Covenants and this First Amendment shall be changed, amended, terminated in whole or in part.

IN WITNESS WHEREOF, Didier Properties, LLC, being the Developer and Owner of the lots within the Addition, has caused this instrument to be executed by the Managing Member, as of this ____ day of September, 2007.

"DEVELOPER"

Didier Properties, LLC
Owner and Developer

By: 

Jimmy L. Didier, II. Managing Manager

