

2006 7839
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Benton County, AR

PROTECTIVE AND RESTRICTIVE COVENANTS OF

**FOR
NORTH FORK**

Book/Ps: 2006/7839
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Recorded: 02-08-2006 11:36:38
DFE Deed 29.00
REC Recording Fee 0.00
Total Fees: \$ 29.00

THE STATE OF ARKANSAS)
COUNTY OF BENTON)

KNOW ALL MEN BY THESE PRESENTS

THAT: AVEN C. WILLIAMSON, President of WILLIAMSON DEVELOPMENT OF ARKANSAS, INC., states that **WILLIAMSON DEVELOPMENT OF ARKANSAS, INC.** is the owner of the property hereinafter described, being 39.99 acres of land, more or less, in Benton County, Arkansas, and having made and dedicated such Subdivision for the purpose of providing an exclusive residential area with pleasant living conditions, and for the purpose of establishing and maintaining a general plan and building scheme for the protection and benefit of all subsequent owners of any portion of the property hereinafter described, the map and plat of **NORTH FORK** now appearing of record in Plat Book 2006, Page 124, Plat Records of the Circuit Clerk and Recorder, Benton County, Arkansas, does hereby covenant and agree that the covenants and restrictions hereinafter set forth shall run with each and every part of the land herein described and shall be binding upon the undersigned and upon all purchasers of any part thereof, their respective successors, heirs and assigns, and upon any person or persons who may use or occupy any part of the hereinafter described land for any purpose.

The property herein referred to is as follows:

Part of the Southwest ¼ of the Southeast ¼ of Section 16, Township 19 North, Range 31 West of the Fifth Principal Meridan, Benton County, Arkansas and being described as follows: COMMENCE at the Northwest corner of the SW ¼ of the SE ¼ of Section 16, Township 19 North, Range 31 West; thence along the North Line of said SW ¼ of the SE ¼, South 87 deg. 08' 32" East, 4.70 feet to a set steel rebar pin, said pin being the POINT OF BEGINNING and run thence South 87 deg. 08' 32" East, 1311.40 feet to the Northeast corner of the SW ¼ of the SE ¼ of said Section 16, said point being in the roadway of Adams Road, also known as Benton County Road 17B; thence South 02 deg. 19' 38" West, 1323.79 feet to the Southeast corner of said SW ¼ of the SE ¼ in the roadway of Arkansas State Highway 12; thence along the South line of said SW ¼ of the SE ¼ North 87 deg. 07' 10" West, 1316.13 to the Southwest corner of said SW ¼ of the SE ¼ in the roadway of Arkansas State Highway 12, also known as SW Regional Airport Boulevard; thence North 02 deg. 19' 42" East, 34.93 feet to a point on the North right of way line of said SW Airport Boulevard Road; thence South 86 deg. 17' 56" East, 7.72 feet to a set steel rebar pin; thence North 02 deg. 11' 17" East, 275.31 feet to a set steel rebar pin; thence North 02 deg. 58' 28" East, 159.99 feet to a set steel rebar pin; thence North 01 deg. 55' 16" East, 240.03 feet to a steel rebar pin; thence North 02 deg. 24' 34" East, 330.00 feet to a steel rebar pin; thence North 01 deg' 44' 22" East, 283.18 feet to the Point of Beginning, containing 39.77 acres, more or less, and subject to the right-of-way of Adams Road along the East side thereof and the right-of-way of Arkansas State Highway 12 along the South side thereof.

NOW, THEREFORE, the land hereinabove described and known as **NORTH FORK**, and each and every lot in said Subdivision, shall be burdened with the following restrictions and covenants, which shall run with the land, to-wit:

1. LAND USE AND BUILDING TYPE:

1.01. Residential Lots. The following described restrictions shall apply to Lots No. 1 through 95, which shall be used for residential purposes. No building or other structure shall be erected, constructed or permitted to remain on any lot or building site other than that specifically approved by the Architectural Control Committee and in no event shall any dwelling or other structure be placed nearer than twenty-five (25) feet to the rear property line, seven (7) feet to any adjoining lot, nor nearer than twenty (20) feet to any street line which adjoins the lot, except at any residence which has a garage opening on the front shall not be placed any nearer than thirty (30) feet to the front street line. All dwellings shall be of at least eighty (80%) percent brick-veneer construction, unless waived in writing by the Architectural Control Committee. All single-family dwellings upon the lots within the

Subdivision shall contain a minimum of 2,000 square feet of heated area.

No dwelling shall be serviced by a garage opening to the front without the prior approval of the Architectural Control Committee. Except as provided below, in no event shall any mobile home, house trailer or other pre-constructed structure be placed or permitted to remain on any portion of the property herein described. The plans and specifications for all dwellings to be situated upon the herein described property shall be submitted to and approved by the Architectural Control Committee as hereinafter required. All storage or outbuildings shall be at least forty (40) feet from the front property line and at least ten (10) feet from any property line and shall be of the same construction as the main residential dwelling upon any particular lot and shall be constructed in a manner that will harmoniously blend with the scheme of development of such Subdivision. No improvements of any kind, including but not limited to dwelling houses, out buildings, swimming pools, tennis courts, fences, walls, garages, drives, antennae, flag poles, curbs and walks, shall ever be constructed or altered on the property herein described, unless the complete architectural plans for construction or alteration, are approved in writing by the Architectural Control Committee prior to the commencement of such work. In the event the Architectural Control Committee fails to take any action within sixty (60) days after complete architectural plans for such work have been submitted to it, then all of such submitted architectural plans shall be deemed to be approved.

1.02. Non-residential Use. Lot No. 96 has been zoned C-1, Neighborhood Commercial by the City of Bentonville, Arkansas, and may be used for any lawful purpose pursuant to such zoning classification. Provided, however, Lot No. 96 may not have any building or other structure erected, constructed or permitted to remain other than that specifically approved by the Architectural Control Committee and in no event shall any structure be placed nearer than twenty-five (25) to the rear property line, fifteen (15) feet to any adjoining lot, nor nearer than twenty (20) feet to any street line which adjoins the lot, without parking along such street line and fifty (50) feet if parking adjoins such street line. The Architectural Control Committee must approve the facade and exterior building materials to be sure that the building is appropriate, in its sole discretion, with the remainder of the subdivision.

1.03. Common Area. The Common Area shall mean and refer to:

(a) Lots 97 and 98 which shall be used for drainage and retainage of ground water purposes, only;

(b) and the Fence Easement located along the boundary line of Lots 1 through 9, 39 through 44, 94, and 98, as shown on the plat. The Fence Easement is hereby created for the purpose of maintaining the fence to be constructed along the boundary line of the North Fork Subdivision that fronts Airport Boulevard and SW Adams Road. Developer will construct the initial fence and the Association shall have the duty to maintain the fence and Lots 97 and 98 as Common Area.

1.04. Temporary Use. The undersigned owner of the Property (the "Developer") and his successors or assigns, shall have the right to place a temporary building upon any lot in the Subdivision to serve for a sales and construction office, so long as the Developer does not use more than one lot for such purpose, at any one time. Such temporary office may be placed on a different lot from time to time as the Developer deems necessary. This provision for a temporary sales or construction office to be placed on a lot shall expire and be null and void on December 31, 2006.

2. PROPERTY OWNERS ASSOCIATION:

2.01. Creation. The owners of each Lot within the Subdivision shall constitute the Property Owners Association. Each Owner of a Lot, including Williamson Development of Arkansas, Inc. (hereinafter the "Developer"), shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot, and these covenants establishing the Property Owners Association, providing for membership and establishing the rights and responsibilities of the property owners to the Association shall run with the real property and shall be binding on all parties having any right, title, or interest in property in whole or in part, and their heirs, successors, and assigns. Ownership of a Lot is the sole criterion for membership in the Association.

2.02. Transfer of Membership. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

2.03. Management of Association. The Association shall be incorporated as a nonprofit corporation, The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

2.04. Membership Voting, Elections, and Meetings. Each Owner shall have one vote for each whole Lot owned. There shall be at least one meeting of the membership each year. At that meeting the Owners shall elect a Board consisting of three (3) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

2.05. Duties and Powers of Board. Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.
- (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board
- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties (including but not limited to expenses for care and maintenance of the Common Area, to be levied against each Owner, including Developer.
- (g) To establish and collect special assessments for capital improvements or other purposes.
- (h) To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- (i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- (k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- (l) To hold regular meetings of the Board at least annually.
- (m) To manage and maintain all of the Common Area, including Lots 97 and 98, and the fence constructed upon the Fence Easement in a state of good repair.
- (n) To pay taxes and assessments that are or could become a lien on the Common Area.
- (o) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.
- (p) To hold title to Lots 97 and 98 in fee simply in the name of the Association, and to hold title to the Fence Easement in the name of the Association.

3. ARCHITECTURAL COMMITTEE.

3.01. The Architectural Control Committee shall be composed of:

**AVEN C. WILLIAMSON
RON SCHMIDT
BOBBY L. HOWELL**

The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor

their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee shall exist and remain with full power to act for a period of ten (10) years. The Committee may extend the life of the Committee for an additional ten-year period. Should all of the members of the Architectural Control Committee resign or fail to act or prevent it from performing its duties of establishing the covenants herein, then the record owners of a majority of the lots in the subdivision shall have the power at any time, through a duly recorded written instrument, to re-establish that Committee by election to the Committee of three (3) members.

Enforcement shall be by proceeding at law or in equity by any member of the Architectural Control Committee, or any person or persons having a legal or equitable interest in any of the real property upon which these covenants attach against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3.02. Approval of Plans and Specifications. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- (c) Any landscaping or grading of any Lot or Lots.

3.03. Application for Approval. To obtain approval to do any of the work described in Paragraph 3.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

3.04. Standard for Review. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reason as for rejection and suggest how the applicant could remedy the deficiencies. Notwithstanding anything herein to the contrary, the Architectural Committee shall have the authority to waive any requirement or restriction, on a case by case basis.

3.05. Failure of Committee to Act. If the Architectural Control Committee fails either to approve or reject an application for proposed work within sixty (60) days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

3.06. Exterior Maintenance. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

3.07. General Requirements. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the herein described property conform to and harmonize with the natural surroundings and with existing structures as to external design, materials, color, height, topography, grade, and finished ground elevation. The Architectural Control Committee shall protect the seclusion of each homesite from the other homesites insofar as possible. The Architectural Control Committee shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it by said covenants.

3.08. Architectural Committee Not Liable. The Architectural Control Committee shall not be liable for damages to any person submitting any architectural plans for approval, or to any owner or owners of the herein conveyed property, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such architectural plans.

4. MAINTENANCE, FUNDS, AND ASSESSMENTS.

4.01. Maintenance Fund. The Board shall establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the areas and improvements owned by or leased to the Association, or subject to these restrictions for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, as it may from time to time be amended. Without limiting the foregoing, this maintenance fund and assessment shall provide for the permanent care and maintenance of the Common Area. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by a Subassociation pursuant to any Supplemental Declaration, as hereinafter provided in Section 4.06.

4.02. Regular Annual Assessments. Prior to the beginning of each calendar year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the North Fork Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund and shall levy an annual Assessment in the manner hereinafter provided against the Owners of the Assessment Property, as that term is hereinafter defined. If the sums collected prove inadequate for any reason, including non-payment of any individual Assessment, the Association may at any time, and from time to time, increase the amount of the annual Assessments as necessary to satisfy the actual expenses incurred by the Association in performing its functions under this Declaration. All such annual assessments shall be due and payable to the Association during the calendar year in equal quarterly installments within thirty (30) days after the date of invoices to be sent by the Association to each Owner of Assessment Property on or about the first day of each calendar quarter or in such other manner as the Board may designate in its sole and absolute discretion. The annual Assessment shall commence with respect to any Lot on the first day of the month following the month in which the Lot becomes Assessment Property.

4.03. Special Assessments. In addition to the regular annual Assessments provided for above in Section 4.02, the Board may levy special Assessments on all the Owners of Assessment Property whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the functions of the Association under the North Fork Restrictions.

4.04. Assessment Property. All of the lots of the Subdivision, except for Lots 96, 97, and 98 shall be subject to the regular and special Assessments provided for in this Declaration.

4.05. Division of Assessment Among Owners. Assessments made by the Association under Section 4.02 and 4.03 shall be divided among all the Owners of Assessment Property located within the Property described on the exhibit to this Declaration, pro rata on the basis of the number of lots of the Assessment Property owned by each Owner. An Owner's pro rata percentage of the Assessment shall be calculated by dividing the total number of lots included within the Assessment Property owned by said Owner divided by the total number of lots contained in the Assessment Property.

4.06. Assessment Benefiting Specific Areas. The Board shall also have authority to levy Assessments against specific local areas and improvements to be expended for the benefit of the area so assessed. The Assessments levied under this Section shall be levied in proportion to the benefits conferred or to be conferred, as determined by the Board, and therefore the amount levied against each parcel of land or improvement need not be equal. Any such Assessments shall constitute a lien on the properties so assessed and such liens shall be enforced in the same manner and to the same extent as provided for regular and special Assessments in this Article.

4.07. Late Charges. If any Assessment levied pursuant to this Article 4, or any other Article of this Declaration, is not paid within thirty (30) days after the date of invoice, the Owner shall pay to the Association a late payment charge at the rate set by the Board for each day after such thirty (30) day period that the Assessment remains unpaid.

4.08. Unpaid Assessments as Liens. All Assessments, whether made pursuant to this Article 4, or any other article of this Declaration, if not paid within thirty (30) days after the date of invoice, shall be deemed delinquent and in default. The amount of any delinquent Assessment, and any late payment charge attributable thereto, plus interest on such Assessment at a rate of ten percent (10%) per annum simple interest (not to exceed the maximum charge permitted under applicable law), and the costs of collecting the same, including attorneys' fees, shall be the personal obligation of the Owner of the land against which the Assessment fell due and shall be a lien upon such land. Each Owner of any portion of the Property by his claim or assertion of ownership or by accepting a deed or ground lease to any such portion of the Property, whether or not it shall be so expressed in such deed or ground lease, is hereby conclusively deemed to covenant and agree to pay to the Association, its successors or assigns, each and all of the charges assessed against such portion of the Property and/or assessed against him by virtue of his ownership or leasehold interest, as the same shall become due and payable, without demand therefore. The transfer of title to such Property shall not terminate the lien, but the personal obligation of the Owner shall not pass to successors in title unless they

assume the obligation. The Association may either (a) bring an action at law against the Owner personally obligated to pay the same, (b) foreclose said lien against the Property, or (c) both. No Owner may waive or otherwise escape liability for Assessment by non-use of Association Property of any Common Area or by the abandonment of any Property. A certificate executed and acknowledged by the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee. Each Owner, by his assertion of title or claim of ownership or by his acceptance of a deed or ground lease to any portion of the Property, whether or not it shall be so recited in such deed ground lease, shall conclusively grant to, and does hereby grant to the Association and its agents the right, power and authority to take all action which the Association shall deem proper for the collection of Assessments and charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with said lien.

No Owner shall be permitted to convey, mortgage, deed in trust, pledge, sell or lease any portion of the Property unless and until such Owner has paid in full to the Association all unpaid Assessments theretofore assessed against such Owner, and until such Owner has satisfied all unpaid liens against his portion of the Property, other than Mortgages. On the voluntary sale and conveyance of any portion of the Property, all unpaid Assessments against the seller shall first be paid from the proceeds of the sale or by the purchaser in preference to any other assessments, liens or charges of whatever nature, except amounts due under a Mortgage duly recorded prior to the date of the unpaid Assessments.

4.09. Mortgage Protection. Notwithstanding any other provision of the North Fork Restrictions, no lien created under this Article 4 or under any other article of this Declaration, nor any lien arising by reason of any breach of the North Fork Restrictions, nor the enforcement of any provision of this Declaration or of any Supplemental Declaration, shall defeat or render invalid the right of the Beneficiary under any recorded Mortgage of first and senior priority now or hereafter given upon any portion of the Property made in good faith and for value. However, after a foreclosure or a conveyance in lieu of foreclosure, such portion of the Property shall remain subject to the North Fork Restrictions and shall thereafter be liable for all Assessments levied after completion of such foreclosure or conveyance in lieu of foreclosure.

4.10. Effect of Amendments on Mortgages. No amendment of Section 4.09 of this Declaration shall affect the rights of any Beneficiary whose Mortgage has the first and senior priority as provided in Section 4.11, unless the Beneficiary consents in writing to the amendment thereof, or unless the amendment was filed of record prior to the recording of the Mortgage, provided, however, that after any foreclosure or conveyance in lieu of foreclosure, that portion of the Property which was subject to such Mortgage shall be subject to such amendment.

4.11. Subordination. The lien for Assessments provided for herein shall be subordinated to the lien of any first Mortgage if the Mortgage was recorded before the delinquent Assessment became due. Sale or transfer of any portion of the Assessment Property subject to unpaid Assessments shall not affect the Assessment lien. However, the sale or transfer of any portion of the Assessment Property pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such portion of the Assessment Property from liability for any Assessments thereafter becoming due or from the lien thereof.

4.12. Covenant to Run with Land. The provisions of this Article 4 for maintenance assessments shall run with the land and shall be binding on all parties having any right, title, or interest in the property, in whole or in part, and their heirs, successors, and assigns.

5. NUISANCES. No noxious or offensive activity or loud noises shall be carried on upon any lot within the above tract of land, nor shall anything be done thereon which may be used or may become an annoyance or nuisance to the neighborhood. No mining, quarrying, tunneling, excavating for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted within the limits of **NORTH FORK**. At no time shall any unsightly objects such as abandoned or junk vehicles or automobiles, trash, used materials, etc., be permitted to remain upon any lot or residential building site. No 18-wheel vehicles, including tractors or trailers, recreational vehicles, buses, or similar type vehicles shall be permitted to remain upon any lot or street within the limits of **NORTH FORK**.

6. LIVESTOCK AND POULTRY. No animals, livestock, including cows, horses, pigs, hogs, swine, or poultry, of any kind, shall be raised, bred, or kept on any lot or residential building site at any time, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. At no time shall any hogs, cows, horses, poultry or swine be permitted upon any lot or building.

7. GARBAGE AND REFUSE DISPOSAL. No lot or building site shall be used or maintained as a dumping ground for rubbish. No trash, garbage or other waste materials shall be allowed upon said properties unless they are kept in sanitary containers. All incinerators or other equipment for the storage and disposal of waste materials shall be kept in a clean and sanitary condition.

8. EASEMENTS. Easements as shown by the Plat of **NORTH FORK** are reserved for the installation and maintenance of utilities and shall always bear and be charged with the utility easement for the purpose of placing and maintaining thereon and thereunder, any and all improvements or apparatus, pipes, wires, cables, conduits and other instrumentalities necessary and needful in and about the transmitting, conducting, and distribution of electric current, telephone and other public utility services, and, to that end, the agents, servants, and employees of any person, firm or corporation giving public utility services shall have the right of ingress to and egress from and in and over and across said easements are reserved and no improvements or hindrance shall be placed upon such easement area that will interfere with the operation and maintenance of such public utility.

9. BEAUTIFICATION. Each owner of each individual lot or building site shall regularly cut the grass and weeds thereupon and shall maintain the same free of rubbish or trash. No lot or building site shall be allowed to grow up in vegetation at any time. All shrubbery shall be kept trim and neat in appearance at all times.

10. RE-SUBDIVISION PROHIBITED. The property herein described shall not be subdivided into smaller tracts so as to create more lots or building sites than shown on the Plat. This restriction shall not prohibit the conveyance of portions of lots so long as the total number of lots and building sites as shown by the Plat is not increased. This restriction shall be effective for a period of thirty (30) years from the date hereof.

11. ANTENNA AND/OR SATELLITE DISHES. No antenna or satellite dish shall be placed or permitted to remain upon any building site nearer than seven (7) feet from any property line. No antenna or satellite dish shall be placed or permitted to remain upon any building site in front of the primary residence constructed on such building site, unless approved in writing by the Architectural Control Committee. The height of any antenna or satellite dish shall not exceed ten (10) feet. The Architectural Control Committee may modify or waive the provisions of this paragraph at its sole discretion.

12. SIGNS. With the exception of one "FOR RENT" or "FOR SALE" sign (which shall not be larger than twenty by twenty-six (20"x26")) and except for one entrance gate sign of a style and design approved by the Architectural Control Committee, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any portion of the property herein conveyed.

13. DWELLING HOUSE TO BE CONSTRUCTED FIRST. No guest house, servant house, garage, barn, stable, or other out building shall be constructed on the property herein conveyed until after commencement of construction of the dwelling house of the property. All construction and alteration work shall be prosecuted diligently, and each building, structure, or improvement which is commenced thereon shall be entirely completed within eighteen (18) months after commencement of construction.

14. SPECIAL USE RESTRICTIONS. Except for Lot numbered 96, the property is to be used solely for residential purposes. Accessory uses of said property or residence for such as wholesale or retail businesses or home occupation business are specifically prohibited. Provided, however, an office for professional services may be maintained in one room in the residence provided no sign or other media of advertising is erected on the premises or attached to any building thereon.

15. SEVERABILITY. Should any part or parts of these covenants be declared invalid or unenforceable by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

These restrictions are for the mutual benefit of each owner of each lot in **NORTH FORK**. If any owner of any lot or building site shall hereafter violate or attempt to violate any of the restrictions and covenants set forth above, it shall be lawful for any other person owning any interest in any of the other lots or building sites, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions and either to prevent him, her or them from so doing or to recover damages from such violation. If the party complaining of such violation is successful in such legal action against the person violating or attempting to violate such covenants or restrictions, the person or persons violating or attempting to violate such covenants or restrictions shall pay the attorney's fees of the complaining party and court costs in connection with such

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proceeding. These restrictions shall be for a term of thirty (30) years from the date hereof and shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots or parcels shown on said **NORTH FORK** shall execute a document agreeing to cancel these restrictions or any part thereof and have such document duly recorded in the Office of the County Clerk of Benton County, Arkansas.

EXECUTED at Texarkana, Bowie County, Texas, on this 7th day of Feb, 2006.

WILLIAMSON DEVELOPMENT OF ARKANSAS, INC.

By: Aven C. Williamson
Aven C. Williamson, President

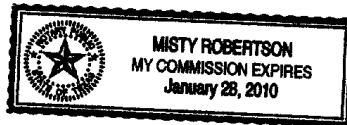
THE STATE OF TEXAS
COUNTY OF BOWIE

This instrument was acknowledged before me on February 7th, 2006, by AVEN C. WILLIAMSON, President of WILLIAMSON DEVELOPMENT OF ARKANSAS, INC. on behalf of said corporation.

Misty Robertson
Notary Public, in and for the
State of Texas

My Commission Expires: 01-28-2010

Misty Robertson
Printed Name of Notary Public



Benton County, AR
I certify this instrument was filed on
02-08-2006 11:36:10 AM
and recorded in Deed Book
2006 at pages 7839 - 7846
Brenda DeShields-Circuit Clerk