

FILED FOR RECORD

93 APR -6 A 11:44 3

COVENANTS AND RESTRICTIONS

THOUSAND OAKS

MARY JO LAYTON  
MARION CO./CIR. CLERK

BY *[Signature]* J.C.

Buffalo River Log Homes, Inc., an Arkansas corporation,  
being the title owner of certain real estate in Marion  
County, Arkansas, described as follows:

The East Half of the Northeast Quarter and the  
Northeast Quarter of the Southeast Quarter of Section  
7, and the Southwest Quarter of the Northwest Quarter  
and the Southwest Quarter of Section 8, all in Township  
18 North, Range 15 West.

for the purpose of maintaining a standard uniform to all  
subdivided tracts and for future use of the tracts to enable  
the owners thereof to more fully enjoy a standard of living  
in an area with greater restrictions than commonly required  
and to carry out such intent and purpose the following  
covenants and restrictions, which shall run with the land,  
are hereby impressed thereon.

1. USE OF PREMISES

(A) No land or premises shall be used in any manner or  
for any purpose other than for single-family detached  
residences and incidental accessory uses.

(B) Adequate parking or storage space shall be  
provided on each tract to accommodate all passenger  
vehicles, pickups, trailers, boats and related equipment and  
machinery used by the occupant and no such equipment or  
material shall be stored on a road or street.

(C) No vehicles, equipment, machinery or building  
material shall, however, be stored on any vacant tract other  
than in connection with actual construction of a  
single-family detached dwelling or the related site  
improvement of the premises.

(D) No sales or service activity which would attract  
customers, people or vehicles to a premises shall be  
conducted on any tract. No business or manufacturing,  
processing or storage industry shall be conducted or located  
on any land, and no occupancy or use of a premises shall be  
conducted so as to create obnoxious or undesirable  
environmental conditions from the emission of materials into  
the atmosphere or the creation of noise, odor or vibrations  
in such volume or intensity as to be perceptible on any  
adjacent tract.

(E) No solid or liquid waste material, effluent or  
debris shall be released onto the land surface or impounded  
or stored thereon, except as such activity might relate to  
the normal fertilizing, cultivation, irrigation and  
maintenance of lawns and landscape plants as a part of the  
usual occupancy and maintenance of a place of residence.

(F) No tract shall be used except for residential  
purposes.

(G) Any pets or livestock maintained on a premises  
shall be housed within the main dwelling structure or if  
housed in an accessory building, such building shall not be  
located nearer than fifty (50) feet to any adjacent property  
line. All pets and livestock shall be maintained so as not  
to create a nuisance or undesirable condition for the owners  
or occupants of adjacent tracts from noise, view, odor,  
health or hazard. No swine shall be maintained on a tract  
in Thousand Oaks.

APR - 1980 00300

(H) No vehicle which does not bear a license shall be permitted to remain for longer than thirty (30) days on any tract.

## 2. BUILDING, YARD AND AREA STANDARDS

(A) Each dwelling shall be assembled on the site and no mobile home, camp trailer or trailer house shall be used as a dwelling in Thousand Oaks. Modular homes, not older than five years of age when located on site, and that have conventional roofs and permanent foundations shall be permitted.

(B) No trailer, basement, tent, shack, garage, barn or other out-building erected on any tract shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.

(C) All dwellings and accessory buildings shall be set back a minimum distance of one hundred (100) feet from all street and right-of-way lines so as to provide a minimum front yard of one hundred (100) feet and/or minimum side yard of fifty (50) feet in case of a corner lot which shall be unobstructed by other than the normal landscaping trees, walks, steps, drives and retaining walls.

(D) Each tract upon which a single-family dwelling is erected shall have installed a septic tank system that will be maintained in a satisfactory working condition and no effluent shall be drained onto any other lot or tract or into any street, stream or easement. When public sewer system and public water is available, each residence in Thousand Oaks shall be connected to same, meaning and intending that public sewer and public water will be utilized by the occupants of all tracts when same is available.

(E) No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(F) No sign of any kind shall be displayed to the public view on any tract except one professionally prepared sign of not more than five (5) square feet which may be used for advertising the property for sale, except signs that may be used by a builder or the Developer to advertise the property during the construction and sales period.

(G) No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No outhouses or toilet facilities may be used other than those connected to septic tanks or established public sewer systems, maintained in condition to satisfy minimum standards of the Arkansas Board of Health.

(H) The exterior of any single-family detached structure, garage or out-building permitted which shall be erected upon any lot covered by these covenants shall be completely finished within six (6) months of the date of the start of any construction and any building not completed within such period may be removed from said premises by anyone entitled to enforce the provisions of these covenants.

(I) All electric wiring and plumbing installed in any structure erected upon any property subject to these covenants shall be in accordance with standards that may be

in effect by a state plumbing and or wiring code or as may be prescribed by the Federal Housing Administration to meet minimum standards required by said agency or any code or standards that may be required by the State of Arkansas.

(J) No fence, wall, hedge, shrub or building which obstructs sight lines at elevation between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

### 3. BILL OF ASSURANCE

(A) In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any tracts in Thousand Oaks, or any utility company owning utility facilities in any utility or road easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations.

### 4. NATURE OF RESTRICTIONS AND TERM

(A) These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Thousand Oaks, whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to any tract or parcel of land lying in Thousand Oaks subject to the restrictions herein shall thereby agree and covenant to abide by, and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of thirty (30) years from the date hereof. Said covenants shall be automatically extended for successive periods of ten (10) years each unless by a vote of majority of the then owners of the tracts on the basis of one vote for each separately owned tract, it is agreed to change said covenants in whole or in part. The terms of the electric power easements shall remain in existence so long as the said easements are being used by the electric utility to supply electric power and said easements shall extend beyond the limitations of terminating clauses as may or may not be set out elsewhere in these protective and restrictive covenants. Any change in the provisions of this instrument may be made at any time hereafter provided same shall be evidenced by the execution of a successor instrument and its recording in the office of the County Clerk of Marion County, Arkansas, such instrument having been executed by a majority of the then owners of the area and tracts setting forth the changes desired.

(5) ENFORCEMENT

(A) Buffalo River Log Homes, Inc., Thousand Oaks and every other person, firm or corporation hereinafter having any right, title or interest in any tract, or parcel of land in Thousand Oaks shall have the right to prevent or stop violations of any said restrictions by injunction or other lawful procedure and/or to recover any damages resulting from such violations. Damages for purposes of this paragraph shall include court costs and necessary attorney fees.

6) SEPARABILITY

(A) If any provision of this instrument, or the application of such provision to any person or circumstances shall be held invalid, the remainder of this instrument, or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the President and Secretary of said Buffalo River Log Homes, Inc., have caused to affix their names to the foregoing instrument, on this 5th day of January, 1998.



BUFFALO RIVER LOG HOMES, INC.

Chris V. Wade  
President

Rosalee Wade  
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
                              ) SS.  
COUNTY OF MARION )

On this 5th day of January, 1998, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named Chris V. Wade and Rosalee Wade to me personally well known as the President and Secretary of Buffalo River Log Homes, Inc., and stated that they had executed the foregoing instrument, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of January, 1998.

[Signature]  
Notary Public

My Commission Expires:

1-29-2002

15799  
21889  
23166  
22255  
20719  
21403  
18400

99-02677

AMENDED

FILED FOR RECORD

RESTRICTIVE COVENANTS

99 JUL 22 P 3:32 R

THOUSAND OAKS - ALL PHASES

MARY JO LAYTON  
MARION CO./CIR. CLERK  
BY Kee Carlton D.C.

The undersigned, being the title owners of certain real estate in Marion County, Arkansas, for the express purpose of maintaining a minimum standard uniform to all said real estate as to future improvement and use of said property, hereby impress on the real estate described as follows to wit:

The South Half of the Southeast Quarter and the East Half of the Southeast Quarter of the Southwest Quarter and the South Half of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 8, Township 18 North, Range 15 West.

The South Half of the Southeast Quarter of Section 6, Township 18 North, Range 15 West.

The North Half of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of the Northeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 7, Township 18 North, Range 15 West.

The Northeast Quarter of the Northwest Quarter of Section 17, Township 18 North, Range 15 West.

and Covenants and Restrictions, being of record in Book 435, Pages 118-118B in Marion County, Arkansas.

and Restrictive Covenants, Thousand Oaks, being of record in Book 439, Pages 22-22B in Marion County, Arkansas.

and Covenants and Restrictions, Thousand Oaks, being of record as Instrument #98-000300 in Marion County, Arkansas.

and Covenants and Restrictions, Thousand Oaks, being of record as Instrument #98-00949-C in Marion County, Arkansas.

and Covenants and Restrictions, Thousand Oaks, being of record as Instrument #98-03116-C in Marion County, Arkansas.

now amend such recorded Covenants and Restrictions in the following particulars only, to-wit:

In Item 1, USE OF PREMISES, sub-paragraph (G) the following provision is hereby added as follows:

All pets or livestock must be maintained on the premises of the owner of said pets or livestock and will not be allowed to run freely on adjacent tracts.

The following item is hereby added to wit:

Item 7. APPROVAL OF PLANS AND SPECIFICATIONS

(A) No building, structure or other improvement which projects above the grade shall be erected, constructed, added to or altered on any tract included within, without prior submission of plans and specifications therefor to the Developer and the securing of written approval thereof from

6-18-15

6-18-15

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NO /AVD

17-18-15

the Developer or its successors. Application for approval of plans and specifications shall be accompanied by at least two copies of plans, specifications and any other pertinent data and one copy of plans, specifications and data shall be left with the Developer after the same has been acted upon. Said plans and specifications shall be for all detached buildings, including but not limited to storage buildings, for boats, equipment, supplies, home workshop, garden shelter, private swimming pool and bath house.

(B) The Developer shall not unreasonably withhold approval of any plans submitted and shall notify any applicant within thirty days of receipt of an application of the action taken. Failure of the Developer to act or request further information or clarifications within the thirty days of receipt of plans shall be considered to constitute approval of plans as submitted. Prior to proceeding with the construction on which the developer may have failed to act, the applicant shall notify the Developer of his intentions by registered mail. The Developer shall, in passing upon plans and specifications, take into consideration, among other things, the effect of any proposed structure on adjacent property. The Developer shall permit the widest flexibility in architectural design consistent with the character and quality of Thousand Oaks.

All other provisions of the Covenants and Restrictions now shown of record are hereby affirmed as a part of this instrument.

In WITNESS WHEREOF, We, the undersigned owners of record of all tracts in the above described real estate, have hereunto set our hands and seals this 21st day of July, 1999.

BUFFALO RIVER LOG HOMES, INC.

  
President

  
Secretary

(SEAL)

#### ACKNOWLEDGMENT

STATE OF ARKANSAS)  
COUNTY OF MARION ) ss.

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Chris V. Wade and Rosalee Wade, to me personally well known, who acknowledged that they were the President and Secretary of Buffalo River Log Homes, Inc., to me well known as the makers of the foregoing real estate Covenants and Restrictions, and state that they had executed the same for the purposes therein set out.

WITNESS my hand and seal as such Notary Public this 21st day of July, 1999.

  
Notary Public

My Commission Expires:

1-29-2002

CORRECTION

This is to correct and replace Instrument #99-02677, filed July 22, 1999, in Marion County, Arkansas.

99-03275

FILED FOR RECORD

AMENDED

99 SEP -3 A 11:30 8

RESTRICTIVE COVENANTS

THOUSAND OAKS - ALL PHASES

MARY JO LAYTON  
MARION CO./CIR. CLERK

BY *Maria Davis* D.C.

The undersigned, being the title owners of certain real estate in Marion County, Arkansas, for the express purpose of maintaining a minimum standard uniform to all said real estate as to future improvement and use of said property, hereby impress on the real estate described as follows to wit:

The South Half of the Southeast Quarter and the East Half of the Southeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter and the East Half of the Southwest Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 8, Township 18 North, Range 15 West.

The South Half of the Southeast Quarter of Section 6, Township 18 North, Range 15 West.

The North Half of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of the Northeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 7, Township 18 North, Range 15 West.

The Northeast Quarter of the Northwest Quarter of Section 17, Township 18 North, Range 15 West.

and Covenants and Restrictions, being of record in Book 435, Pages 118-118B in Marion County, Arkansas.

and Restrictive Covenants, Thousand Oaks, being of record in Book 439, Pages 22-22B in Marion County, Arkansas.

and Covenants and Restrictions, Thousand Oaks, being of record as Instrument #98-000300 in Marion County, Arkansas.

and Covenants and Restrictions, Thousand Oaks, being of record as Instrument #98-00949-C in Marion County, Arkansas.

and Covenants and Restrictions, Thousand Oaks, being of record as Instrument #98-03116-C in Marion County, Arkansas.

now amend such recorded Covenants and Restrictions in the following particulars only, to-wit:

In Item 1, USE OF PREMISES, sub-paragraph (G) the following provision is hereby added as follows:

All pets or livestock must be maintained on the premises of the owner of said pets or livestock and will not be allowed to run freely on adjacent tracts.

In Item 2, BUILDING, YARD AND AREA STANDARDS, sub-paragraph (A) the following provision is hereby modified as follows:

A) Each dwelling shall be assembled on the site and no mobile home, camp trailer, trailer house, or modular home shall be permitted.

The following item is hereby added to wit:

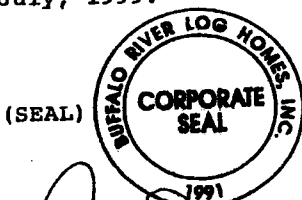
Item 7. APPROVAL OF PLANS AND SPECIFICATIONS


(A) No building, structure or other improvement which projects above the grade shall be erected, constructed, added to or altered on any tract included within, without prior submission of plans and specifications therefor to the Developer and the securing of written approval thereof from the Developer or its successors. Application for approval of plans and specifications shall be accompanied by at least two copies of plans, specifications and any other pertinent data and one copy of plans, specifications and data shall be left with the Developer after the same has been acted upon. Said plans and specifications shall be for all detached buildings, including but not limited to storage buildings, for boats, equipment, supplies, home workshop, garden shelter, private swimming pool and bath house.

(B) The Developer shall not unreasonably withhold approval of any plans submitted and shall notify any applicant within thirty days of receipt of an application of the action taken. Failure of the Developer to act or request further information or clarifications within the thirty days of receipt of plans shall be considered to constitute approval of plans as submitted. Prior to proceeding with the construction on which the developer may have failed to act, the applicant shall notify the Developer of his intentions by registered mail. The Developer shall, in passing upon plans and specifications, take into consideration, among other things, the effect of any proposed structure on adjacent property. The Developer shall permit the widest flexibility in architectural design consistent with the character and quality of Thousand Oaks.


All other provisions of the Covenants and Restrictions now shown of record are hereby affirmed as a part of this instrument.

In WITNESS WHEREOF, We, the undersigned owners of record of all tracts in the above described real estate, have hereunto set our hands and seals this 21st day of July, 1999.



  
Secretary

BUFFALO RIVER LOG HOMES, INC.

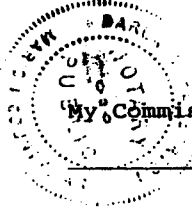
  
President

ACKNOWLEDGMENT

STATE OF ARKANSAS)  
COUNTY OF MARION ) ss.

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Chris V. Wade and Rosalee Wade, to me personally well known, who acknowledged that they were the President and Secretary of Buffalo River Log Homes, Inc., to me well known as the makers of the foregoing real estate Covenants and Restrictions, and state that they had executed the same for the purposes therein set out.

WITNESS my hand and seal as such Notary Public this  
10th day of August, 1999.



  
Notary Public

B

MARY JO LAYTON  
MARION CO./CIR. CLERK

98-00950

BY Lee Calhoun S.C.

COVENANTS AND RESTRICTIONS

THOUSAND OAKS - Phase Three

Chris V. Wade, Trustee of Big Music Creek Partnership,  
being the title owner of certain real estate in Marion  
County, Arkansas, described as follows:

The North Fractional Half of the Northwest  
Quarter of Section 7, and the Northwest Quarter  
of the Northeast Quarter of Section 7, all in  
Township 18 North, Range 15 West.

for the purpose of maintaining a standard uniform to all  
subdivided tracts and for future use of the tracts to enable  
the owners thereof to more fully enjoy a standard of living  
in an area with greater restrictions than commonly required  
and to carry out such intent and purpose the following  
covenants and restrictions, which shall run with the land,  
are hereby impressed thereon.

1. USE OF PREMISES

(A) No land or premises shall be used in any manner or  
for any purpose other than for single-family detached  
residences and incidental accessory uses.

(B) Adequate parking or storage space shall be  
provided on each tract to accommodate all passenger  
vehicles, pickups, trailers, boats and related equipment and  
machinery used by the occupant and no such equipment or  
material shall be stored on a road or street.

(C) No vehicles, equipment, machinery or building  
material shall, however, be stored on any vacant tract other  
than in connection with actual construction of a  
single-family detached dwelling or the related site  
improvement of the premises.

(D) No sales or service activity which would attract  
customers, people or vehicles to a premises shall be  
conducted on any tract. No business or manufacturing,  
processing or storage industry shall be conducted or located  
on any land, and no occupancy or use of a premises shall be  
conducted so as to create obnoxious or undesirable  
environmental conditions from the emission of materials into  
the atmosphere or the creation of noise, odor or vibrations  
in such volume or intensity as to be perceptible on any  
adjacent tract.

(E) No solid or liquid waste material, effluent or  
debris shall be released onto the land surface or impounded  
or stored thereon, except as such activity might relate to  
the normal fertilizing, cultivation, irrigation and  
maintenance of lawns and landscape plants as a part of the  
usual occupancy and maintenance of a place of residence.

(F) No tract shall be used except for residential  
purposes.

(G) Any pets or livestock maintained on a premises  
shall be housed within the main dwelling structure or if  
housed in an accessory building, such building shall not be  
located nearer than fifty (50) feet to any adjacent property  
line. All pets and livestock shall be maintained so as not  
to create a nuisance or undesirable condition for the owners  
or occupants of adjacent tracts from noise, view, odor,  
health or hazard. No swine shall be maintained on a tract  
in Thousand Oaks.

(H) No vehicle which does not bear a license shall be permitted to remain for longer than thirty (30) days on any tract.

## 2. BUILDING, YARD AND AREA STANDARDS

(A) Each dwelling shall be assembled on the site and no mobile home, camp trailer or trailer house shall be used as a dwelling in Thousand Oaks. Modular homes, not older than five years of age when located on site, and that have conventional roofs and permanent foundations shall be permitted.

(B) No trailer, basement, tent, shack, garage, barn or other out-building erected on any tract shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.

(C) All dwellings and accessory buildings shall be set back a minimum distance of one hundred (100) feet from all street and right-of-way lines so as to provide a minimum front yard of one hundred (100) feet and/or minimum side yard of fifty (50) feet in case of a corner lot which shall be unobstructed by other than the normal landscaping trees, walks, steps, drives and retaining walls.

(D) Each tract upon which a single-family dwelling is erected shall have installed a septic tank system that will be maintained in a satisfactory working condition and no effluent shall be drained onto any other lot or tract or into any street, stream or easement. When public sewer system and public water is available, each residence in Thousand Oaks shall be connected to same, meaning and intending that public sewer and public water will be utilized by the occupants of all tracts when same is available.

(E) No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(F) No sign of any kind shall be displayed to the public view on any tract except one professionally prepared sign of not more than five (5) square feet which may be used for advertising the property for sale, except signs that may be used by a builder or the Developer to advertise the property during the construction and sales period.

(G) No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No outhouses or toilet facilities may be used other than those connected to septic tanks or established public sewer systems, maintained in condition to satisfy minimum standards of the Arkansas Board of Health.

(H) The exterior of any single-family detached structure, garage or out-building permitted which shall be erected upon any lot covered by these covenants shall be completely finished within six (6) months of the date of the start of any construction and any building not completed within such period may be removed from said premises by anyone entitled to enforce the provisions of these covenants.

(I) All electric wiring and plumbing installed in any structure erected upon any property subject to these covenants shall be in accordance with standards that may be

A

in effect by a state plumbing and or wiring code or as may be prescribed by the Federal Housing Administration to meet minimum standards required by said agency or any code or standards that may be required by the State of Arkansas.

(J) No fence, wall, hedge, shrub or building which obstructs sight lines at elevation between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

### 3. BILL OF ASSURANCE

(A) In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any tracts in Thousand Oaks, or any utility company owning utility facilities in any utility or road easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations.

### 4. NATURE OF RESTRICTIONS AND TERM

(A) These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Thousand Oaks, whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to any tract or parcel of land lying in Thousand Oaks subject to the restrictions herein shall thereby agree and covenant to abide by, and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of thirty (30) years from the date hereof. Said covenants shall be automatically extended for successive periods of ten (10) years each unless by a vote of majority of the then owners of the tracts on the basis of one vote for each separately owned tract, it is agreed to change said covenants in whole or in part. The terms of the electric power easements shall remain in existence so long as the said easements are being used by the electric utility to supply electric power and said easements shall extend beyond the limitations of terminating clauses as may or may not be set out elsewhere in these protective and restrictive covenants. Any change in the provisions of this instrument may be made at any time hereafter provided same shall be evidenced by the execution of a successor instrument and its recording in the office of the County Clerk of Marion County, Arkansas, such instrument having been executed by a majority of the then owners of the area and tracts setting forth the changes desired.

(5) ENFORCEMENT

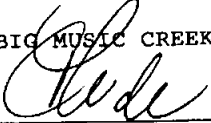
(A) Big Music Creek Partnership, Thousand Oaks and every other person, firm or corporation hereinafter having any right, title or interest in any tract, or parcel of land in Thousand Oaks shall have the right to prevent or stop violations of any said restrictions by injunction or other lawful procedure and/or to recover any damages resulting from such violations. Damages for purposes of this paragraph shall include court costs and necessary attorney fees.

6) SEPARABILITY

(A) If any provision of this instrument, or the application of such provision to any person or circumstances shall be held invalid, the remainder of this instrument, or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, Chris V. Wade, Trustee of Big Music Creek Partnership, has caused to affix his name to the foregoing instrument, on this 18th day of May, 1998.

BIG MUSIC CREEK PARTNERSHIP

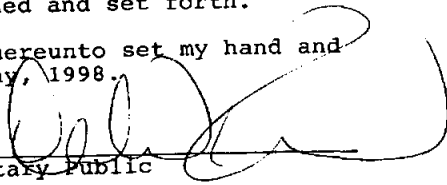
  
Chris V. Wade, Trustee

## ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) SS.  
COUNTY OF MARION )

On this 18th day of May, 1998, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named Chris V. Wade to me personally well known as the Trustee of Big Music Creek Partnership, and stated that he had executed the foregoing instrument, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18th day of May, 1998.

  
Notary Public

My Commission Expires:

1-29-2002

## COVENANTS AND RESTRICTIONS

FILED FOR RECORD

99 SEP -1 P 12:13 B

## THOUSAND OAKS

MARION COUNTY CLERK  
BY *Dee Carleton*

Chris V. Wade and Rosalee Wade, husband and wife and Buffalo River Log Homes, Inc., an Arkansas corporation, being the title owners of certain real estate in Marion County, Arkansas, described as follows:

All that part of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  lying north of Thousand Oaks Road in Section 18, Township 18 North, Range 15 West.

All that part of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  lying north of Longway Road in Section 17, Township 18 North, Range 15 West.

All of Section 13, less and except the W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$ , Township 18 North, Range 15 West.

for the purpose of maintaining a standard uniform to all subdivided tracts and for future use of the tracts to enable the owners thereof to more fully enjoy a standard of living in an area with greater restrictions than commonly required and to carry out such intent and purpose the following covenants and restrictions, which shall run with the land, are hereby impressed thereon.

1. USE OF PREMISES

(A) No land or premises shall be used in any manner or for any purpose other than for single-family detached residences and incidental accessory uses.

(B) Adequate parking or storage space shall be provided on each tract to accommodate all passenger vehicles, pickups, trailers, boats and related equipment and machinery used by the occupant and no such equipment or material shall be stored on a road or street.

(C) No vehicles, equipment, machinery or building material shall, however, be stored on any vacant tract other than in connection with actual construction of a single-family detached dwelling or the related site improvement of the premises.

(D) No sales or service activity which would attract customers, people or vehicles to a premises shall be conducted on any tract. No business or manufacturing, processing or storage industry shall be conducted or located on any land, and no occupancy or use of a premises shall be conducted so as to create obnoxious or undesirable environmental conditions from the emission of materials into the atmosphere or the creation of noise, odor or vibrations in such volume or intensity as to be perceptible on any adjacent tract.

(E) No solid or liquid waste material, effluent or debris shall be released onto the land surface or impounded or stored thereon, except as such activity might relate to the normal fertilizing, cultivation, irrigation and maintenance of lawns and landscape plants as a part of the usual occupancy and maintenance of a place of residence.

(F) No tract shall be used except for residential purposes.

(G) Any pets or livestock maintained on a premises shall be housed within the main dwelling structure or if housed in an accessory building, such building shall not be located nearer than fifty (50) feet to any adjacent property line. All pets and livestock

shall be maintained so as not to create a nuisance or undesirable condition for the owners or occupant of adjacent tracts from noise, view, odor, health or hazard. No swine shall be maintained on a tract in Thousand Oaks. All pets or livestock must be maintained on the premises of the owner of said pets or livestock and will not be allowed to run freely on adjacent tracts.

(H) No vehicle which does not bear a license shall be permitted to remain for longer than thirty (30) days on any tract.

## 2. BUILDING, YARD AND AREA STANDARDS

(A) Each dwelling shall be assembled on the site and no mobile home, camp trailer, trailer house, or modular home shall be permitted.

(B) No trailer, basement, tent, garage, barn or other out-building erected on any tract shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.

(C) All dwellings and accessory buildings shall be set back a minimum distance of one hundred (100) feet from all street and right-of-way lines so as to provide a minimum front yard of one hundred (100) feet and/or minimum side yard of fifty (50) feet in case of a corner lot which shall be unobstructed by other than the normal landscaping trees, walks, steps, drives and retaining walls.

(D) Each tract upon which a single-family dwelling is erected shall have installed a septic tank system that will be maintained in a satisfactory working condition and no effluent shall be drained onto any other lot or tract or into any street, stream or easement. When public sewer system and public water is available, each residence in Thousand Oaks shall be connected to same, meaning and intending that public sewer and public water will be utilized by the occupants of all tracts when same is available.

(E) No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(F) No sign of any kind shall be displayed to the public view on any tract except one professionally prepared sign of not more than five (5) square feet which may be used for advertising the property for sale, except signs that may be used by a builder or the Developer to advertise the property during the construction and sales period.

(G) No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No outhouses or toilet facilities may be used other than those connected to septic tanks or established public sewer systems, maintained in condition to satisfy minimum standards of the Arkansas Board of Health.

(H) The exterior of any single-family detached structure, garage or out-building permitted which shall be erected upon any lot covered by these covenants shall be completely finished within six (6) months of the date of the start of any construction and any building not completed within such period may be removed from said premises by anyone entitled to enforce the provisions of these covenants.

(I) All electric wiring and plumbing installed in any structure erected upon any property subject to these covenants shall be in accordance with standards that may be in effect by a state plumbing and or wiring code or as may be prescribed by the Federal Housing Administration to meet minimum standards required by said agency or any code or standards that may be required by the State of Arkansas.

(J) No fence, wall, hedge, shrub or building which obstructs sight lines at elevation between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

### 3. BILL OF ASSURANCE

(A) In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any tracts in Thousand Oaks, or any utility company owning utility facilities in any utility or road easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations.

### 4. NATURE OF RESTRICTIONS AND TERMS

(A) These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Thousand Oaks, whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to any tract or parcel of land lying in Thousand Oaks subject to the restrictions herein shall thereby agree and covenant to abide by, and fully perform the foregoing restrictions and covenants. The covenants are to run with the land and shall be binding for a period of thirty (30) years from the date hereof. Said covenants shall be automatically extended for successive periods of then (10) years each unless by a vote of majority of the then owners of the tracts on the basis of one vote for each separately owned tract, it is agreed to change said covenants in whole or in part. The terms of the electric power easements shall remain in existence so long as the said easements are being used by the electric utility to supply electric power and said easements shall extend beyond the limitations terminating clauses as may or may not be set out elsewhere in these protective and restrictive covenants. Any change in the provisions of this instrument may be made at any time hereafter provided same shall be evidenced by the execution of a successor instrument and its recording in the office of the County Clerk of Marion County, Arkansas, such instrument having been executed by a majority of the then owners of the area and tracts setting of the changes desired.

### 5. ENFORCEMENT

(A) Chris V. Wade, Rosalee Wade, Buffalo River Log Homes, Inc., Thousand Oaks and every other person, firm or corporation hereinafter having any right, title or interest in any tract, or parcel of land in Thousand Oaks shall have the right to prevent or stop violations of any said restrictions by injunction or other lawful procedure and/or to recover any damages resulting from such violations. Damages for purposes of this paragraph shall include court costs and necessary attorney fees.

6. SEPARABILITY

(A) If any provision of this instrument, or the application of such provision to any person or circumstances shall be held invalid, the remainder of this instrument, or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

7. APPROVAL OF PLANS AND SPECIFICATIONS

(A) No building, structure or other improvement which projects above the grade shall be erected, constructed, added to or altered on any tract included within, without prior submission of plans and specifications therefor to the Developer and the securing of written approval thereof from the Developer or its successors. Application for approval of plans and specifications shall be accompanied by at least two copies of plans, specifications and any other pertinent data and one copy of plans, specifications and data shall be left with the Developer after the same has been acted upon. Said plans and specifications shall be for all detached buildings, including but not limited to storage buildings, for boats, equipment, supplies, home workshop, garden shelter, private swimming pool and bath house.

(B) The Developer shall not unreasonably withhold approval of any plans submitted and shall notify any applicant within thirty (30) days of receipt of an application of the action taken. Failure of the Developer to act or request further information or clarifications within the thirty (30) days of receipt of plans shall be considered to constitute approval of plans as submitted. Prior to proceeding with construction on which the Developer may have failed to act, the applicant shall notify the Developer of his intentions by registered mail. The Developer shall, in passing upon plans and specifications, take into consideration, among other things, the effect of any proposed structure on adjacent property. The Developer shall permit the widest flexibility in architectural design consistent with the character and quality of Thousand Oaks.

IN WITNESS WHEREOF, Chris V. Wade and Rosalee Wade, husband and wife, and the President and Secretary of said Buffalo River Log Homes, Inc., have caused to affix their names to the foregoing instrument, on this 16<sup>th</sup> day of August 1999.

  
Chris V. Wade

  
Rosalee Wade

BUFFALO RIVER LOG HOMES, INC.

  
President

  
Secretary



ACKNOWLEDGMENT

STATE OF ARKANSAS     )  
                                  ) SS.  
COUNTY OF MARION     )

On this 10<sup>th</sup> day of August, 1999, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named Chris V. Wade and Rosalee Wade to me personally well known and Chris V. Wade and Rosalee Wade in their capacity as the President and Secretary of Buffalo River Log Homes, Inc., and stated that they had executed the foregoing instrument, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses an purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10<sup>th</sup> day of August, 1999.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

 1-28-2002

CORRECTION

99-03276

This is to correct and replace instrument #99-03229, filed September 1, 1999, in Marion County, Arkansas.

FILED FOR RECORD

COVENANTS AND RESTRICTIONS 99 SEP -3 A 11: 30

THOUSAND OAKS

HARRY JO LAYTON  
MARION CO. CLERK

BY *Jennie Davis* D.C.

Chris V. Wade and Rosalee Wade, husband and wife and Buffalo River Log Homes, Inc., an Arkansas corporation, being the title owners of certain real estate in Marion County, Arkansas, described as follows:

All that part of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  lying north of Thousand Oaks Road in Section 18, Township 18 North, Range 15 West.

All that part of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  lying north of Longway Road in Section 17, Township 18 North, Range 15 West.

All of Section 13, less and except the W  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , Township 18 North, Range 16 West.

for the purpose of maintaining a standard uniform to all subdivided tracts and for future use of the tracts to enable the owners thereof to more fully enjoy a standard of living in an area with greater restrictions than commonly required and to carry out such intent and purpose the following covenants and restrictions, which shall run with the land, are hereby impressed thereon.

1. USE OF PREMISES

(A) No land or premises shall be used in any manner or for any purpose other than for single-family detached residences and incidental accessory uses.

(B) Adequate parking or storage space shall be provided on each tract to accommodate all passenger vehicles, pickups, trailers, boats and related equipment and machinery used by the occupant and no such equipment or material shall be stored on a road or street.

(C) No vehicles, equipment, machinery or building material shall, however, be stored on any vacant tract other than in connection with actual construction of a single-family detached dwelling or the related site improvement of the premises.

(D) No sales or service activity which would attract customers, people or vehicles to a premises shall be conducted on any tract. No business or manufacturing, processing or storage industry shall be conducted or located on any land, and no occupancy or use of a premises shall be conducted so as to create obnoxious or undesirable environmental conditions from the emission of materials into the atmosphere or the creation of noise, odor or vibrations in such volume or intensity as to be perceptible on any adjacent tract.

(E) No solid or liquid waste material, effluent or debris shall be released onto the land surface or impounded or stored thereon, except as such activity might relate to the normal fertilizing, cultivation, irrigation and maintenance of lawns and landscape plants as a part of the usual occupancy and maintenance of a place of residence.

(F) No tract shall be used except for residential purposes.

(G) Any pets or livestock maintained on a premises shall be housed within the main dwelling structure or if housed in an accessory building, such building shall not be located nearer than fifty (50) feet to any adjacent property line. All pets and livestock

shall be maintained so as not to create a nuisance or undesirable condition for the owners or occupant of adjacent tracts from noise, view, odor, health or hazard. No swine shall be maintained on a tract in Thousand Oaks. All pets or livestock must be maintained on the premises of the owner of said pets or livestock and will not be allowed to run freely on adjacent tracts.

(H) No vehicle which does not bear a license shall be permitted to remain for longer than thirty (30) days on any tract.

## 2. BUILDING, YARD AND AREA STANDARDS

(A) Each dwelling shall be assembled on the site and no mobile home, camp trailer, trailer house, or modular home shall be permitted.

(B) No trailer, basement, tent, garage, barn or other out-building erected on any tract shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.

(C) All dwellings and accessory buildings shall be set back a minimum distance of one hundred (100) feet from all street and right-of-way lines so as to provide a minimum front yard of one hundred (100) feet and/or minimum side yard of fifty (50) feet in case of a corner lot which shall be unobstructed by other than the normal landscaping trees, walks, steps, drives and retaining walls.

(D) Each tract upon which a single-family dwelling is erected shall have installed a septic tank system that will be maintained in a satisfactory working condition and no effluent shall be drained onto any other lot or tract or into any street, stream or easement. When public sewer system and public water is available, each residence in Thousand Oaks shall be connected to same, meaning and intending that public sewer and public water will be utilized by the occupants of all tracts when same is available.

(E) No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(F) No sign of any kind shall be displayed to the public view on any tract except one professionally prepared sign of not more than five (5) square feet which may be used for advertising the property for sale, except signs that may be used by a builder or the Developer to advertise the property during the construction and sales period.

(G) No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No outhouses or toilet facilities may be used other than those connected to septic tanks or established public sewer systems, maintained in condition to satisfy minimum standards of the Arkansas Board of Health.

(H) The exterior of any single-family detached structure, garage or out-building permitted which shall be erected upon any lot covered by these covenants shall be completely finished within six (6) months of the date of the start of any construction and any building not completed within such period may be removed from said premises by anyone entitled to enforce the provisions of these covenants.

(I) All electric wiring and plumbing installed in any structure erected upon any property subject to these covenants shall be in accordance with standards that may be in effect by a state plumbing and or wiring code or as may be prescribed by the Federal Housing Administration to meet minimum standards required by said agency or any code or standards that may be required by the State of Arkansas.

(J) No fence, wall, hedge, shrub or building which obstructs sight lines at elevation between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

### 3. BILL OF ASSURANCE

(A) In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any tracts in Thousand Oaks, or any utility company owning utility facilities in any utility or road easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations.

### 4. NATURE OF RESTRICTIONS AND TERMS

(A) These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Thousand Oaks, whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to any tract or parcel of land lying in Thousand Oaks subject to the restrictions herein shall thereby agree and covenant to abide by, and fully perform the foregoing restrictions and covenants. The covenants are to run with the land and shall be binding for a period of thirty (30) years from the date hereof. Said covenants shall be automatically extended for successive periods of then (10) years each unless by a vote of majority of the then owners of the tracts on the basis of one vote for each separately owned tract, it is agreed to change said covenants in whole or in part. The terms of the electric power easements shall remain in existence so long as the said easements are being used by the electric utility to supply electric power and said easements shall extend beyond the limitations terminating clauses as may or may not be set out elsewhere in these protective and restrictive covenants. Any change in the provisions of this instrument may be made at any time hereafter provided same shall be evidenced by the execution of a successor instrument and its recording in the office of the County Clerk of Marion County, Arkansas, such instrument having been executed by a majority of the then owners of the area and tracts setting of the changes desired.

### 5. ENFORCEMENT

(A) Chris V. Wade, Rosalee Wade, Buffalo River Log Homes, Inc., Thousand Oaks and every other person, firm or corporation hereinafter having any right, title or interest in any tract, or parcel of land in Thousand Oaks shall have the right to prevent or stop violations of any said restrictions by injunction or other lawful procedure and/or to recover any damages resulting from such violations. Damages for purposes of this paragraph shall include court costs and necessary attorney fees.

6. SEPARABILITY

(A) If any provision of this instrument, or the application of such provision to any person or circumstances shall be held invalid, the remainder of this instrument, or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

7. APPROVAL OF PLANS AND SPECIFICATIONS

(A) No building, structure or other improvement which projects above the grade shall be erected, constructed, added to or altered on any tract included within, without prior submission of plans and specifications therefor to the Developer and the securing of written approval thereof from the Developer or its successors. Application for approval of plans and specifications shall be accompanied by at least two copies of plans, specifications and any other pertinent data and one copy of plans, specifications and data shall be left with the Developer after the same has been acted upon. Said plans and specifications shall be for all detached buildings, including but not limited to storage buildings, for boats, equipment, supplies, home workshop, garden shelter, private swimming pool and bath house.

(B) The Developer shall not unreasonably withhold approval of any plans submitted and shall notify any applicant within thirty (30) days of receipt of an application of the action taken. Failure of the Developer to act or request further information or clarifications within the thirty (30) days of receipt of plans shall be considered to constitute approval of plans as submitted. Prior to proceeding with construction on which the Developer may have failed to act, the applicant shall notify the Developer of his intentions by registered mail. The Developer shall, in passing upon plans and specifications, take into consideration, among other things, the effect of any proposed structure on adjacent property. The Developer shall permit the widest flexibility in architectural design consistent with the character and quality of Thousand Oaks.

IN WITNESS WHEREOF, Chris V. Wade and Rosalee Wade, husband and wife, and the President and Secretary of said Buffalo River Log Homes, Inc., have caused to affix their names to the foregoing instrument, on this 18<sup>th</sup> day of August 1999.

  
Chris V. Wade

  
Rosalee Wade

BUFFALO RIVER LOG HOMES, INC.

  
President

  
Secretary

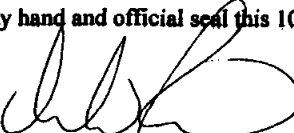


ACKNOWLEDGMENT

STATE OF ARKANSAS     )  
                                  ) SS.  
COUNTY OF MARION     )

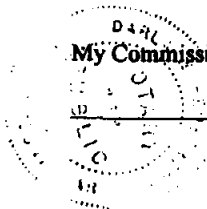
On this 10<sup>th</sup> day of August, 1999, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named Chris V. Wade and Rosalee Wade to me personally well known and Chris V. Wade and Rosalee Wade in their capacity as the President and Secretary of Buffalo River Log Homes, Inc., and stated that they had executed the foregoing instrument, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses an purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10<sup>th</sup> day of August, 1999.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

1-28-2002



98 MAY 21 P 3:03

98-00949

MARY JO LAYTON  
MARION CO./CIR. CLERK

## COVENANTS AND RESTRICTIONS

THOUSAND OAKS

BY Don C. Calkins D.C.

Buffalo River Log Homes, Inc., an Arkansas corporation, being the title owner of certain real estate in Marion County, Arkansas, described as follows:

The Northwest Quarter of the Northwest Quarter of Section 16, The South Half of the Southeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 8, and the Northeast Quarter of the Northwest Quarter of Section 17, all in Township 18 North, Range 15 West.

for the purpose of maintaining a standard uniform to all subdivided tracts and for future use of the tracts to enable the owners thereof to more fully enjoy a standard of living in an area with greater restrictions than commonly required and to carry out such intent and purpose the following covenants and restrictions, which shall run with the land, are hereby impressed thereon.

1. USE OF PREMISES

(A) No land or premises shall be used in any manner or for any purpose other than for single-family detached residences and incidental accessory uses.

(B) Adequate parking or storage space shall be provided on each tract to accommodate all passenger vehicles, pickups, trailers, boats and related equipment and machinery used by the occupant and no such equipment or material shall be stored on a road or street.

(C) No vehicles, equipment, machinery or building material shall, however, be stored on any vacant tract other than in connection with actual construction of a single-family detached dwelling or the related site improvement of the premises.

(D) No sales or service activity which would attract customers, people or vehicles to a premises shall be conducted on any tract. No business or manufacturing, processing or storage industry shall be conducted or located on any land, and no occupancy or use of a premises shall be conducted so as to create obnoxious or undesirable environmental conditions from the emission of materials into the atmosphere or the creation of noise, odor or vibrations in such volume or intensity as to be perceptible on any adjacent tract.

(E) No solid or liquid waste material, effluent or debris shall be released onto the land surface or impounded or stored thereon, except as such activity might relate to the normal fertilizing, cultivation, irrigation and maintenance of lawns and landscape plants as a part of the usual occupancy and maintenance of a place of residence.

(F) No tract shall be used except for residential purposes.

(G) Any pets or livestock maintained on a premises shall be housed within the main dwelling structure or if housed in an accessory building, such building shall not be located nearer than fifty (50) feet to any adjacent property line. All pets and livestock shall be maintained so as not to create a nuisance or undesirable condition for the owners or occupants of adjacent tracts from noise, view, odor, health or hazard. No swine shall be maintained on a tract in Thousand Oaks.

(H) No vehicle which does not bear a license shall be permitted to remain for longer than thirty (30) days on any tract.

## 2. BUILDING, YARD AND AREA STANDARDS

(A) Each dwelling shall be assembled on the site and no mobile home, camp trailer or trailer house shall be used as a dwelling in Thousand Oaks. Modular homes, not older than five years of age when located on site, and that have conventional roofs and permanent foundations shall be permitted.

(B) No trailer, basement, tent, shack, garage, barn or other out-building erected on any tract shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.

(C) All dwellings and accessory buildings shall be set back a minimum distance of one hundred (100) feet from all street and right-of-way lines so as to provide a minimum front yard of one hundred (100) feet and/or minimum side yard of fifty (50) feet in case of a corner lot which shall be unobstructed by other than the normal landscaping trees, walks, steps, drives and retaining walls.

(D) Each tract upon which a single-family dwelling is erected shall have installed a septic tank system that will be maintained in a satisfactory working condition and no effluent shall be drained onto any other lot or tract or into any street, stream or easement. When public sewer system and public water is available, each residence in Thousand Oaks shall be connected to same, meaning and intending that public sewer and public water will be utilized by the occupants of all tracts when same is available.

(E) No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(F) No sign of any kind shall be displayed to the public view on any tract except one professionally prepared sign of not more than five (5) square feet which may be used for advertising the property for sale, except signs that may be used by a builder or the Developer to advertise the property during the construction and sales period.

(G) No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No outhouses or toilet facilities may be used other than those connected to septic tanks or established public sewer systems, maintained in condition to satisfy minimum standards of the Arkansas Board of Health.

(H) The exterior of any single-family detached structure, garage or out-building permitted which shall be erected upon any lot covered by these covenants shall be completely finished within six (6) months of the date of the start of any construction and any building not completed within such period may be removed from said premises by anyone entitled to enforce the provisions of these covenants.

(I) All electric wiring and plumbing installed in any structure erected upon any property subject to these covenants shall be in accordance with standards that may be

in effect by a state plumbing and or wiring code or as may be prescribed by the Federal Housing Administration to meet minimum standards required by said agency or any code or standards that may be required by the State of Arkansas.

(J) No fence, wall, hedge, shrub or building which obstructs sight lines at elevation between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

### 3. BILL OF ASSURANCE

(A) In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any tracts in Thousand Oaks, or any utility company owning utility facilities in any utility or road easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations.

### 4. NATURE OF RESTRICTIONS AND TERM

(A) These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Thousand Oaks, whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to any tract or parcel of land lying in Thousand Oaks subject to the restrictions herein shall thereby agree and covenant to abide by, and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of thirty (30) years from the date hereof. Said covenants shall be automatically extended for successive periods of ten (10) years each unless by a vote of majority of the then owners of the tracts on the basis of one vote for each separately owned tract, it is agreed to change said covenants in whole or in part. The terms of the electric power easements shall remain in existence so long as the said easements are being used by the electric utility to supply electric power and said easements shall extend beyond the limitations of terminating clauses as may or may not be set out elsewhere in these protective and restrictive covenants. Any change in the provisions of this instrument may be made at any time hereafter provided same shall be evidenced by the execution of a successor instrument and its recording in the office of the County Clerk of Marion County, Arkansas, such instrument having been executed by a majority of the then owners of the area and tracts setting forth the changes desired.

(5) ENFORCEMENT

(A) Buffalo River Log Homes, Inc., Thousand Oaks and every other person, firm or corporation hereinafter having any right, title or interest in any tract, or parcel of land in Thousand Oaks shall have the right to prevent or stop violations of any said restrictions by injunction or other lawful procedure and/or to recover any damages resulting from such violations. Damages for purposes of this paragraph shall include court costs and necessary attorney fees.

6) SEPARABILITY


(A) If any provision of this instrument, or the application of such provision to any person or circumstances shall be held invalid, the remainder of this instrument, or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the President and Secretary of said Buffalo River Log Homes, Inc., have caused to affix their names to the foregoing instrument, on this 18th day of May, 1998.

SEAL



BUFFALO RIVER LOG HOMES, INC.

  
President

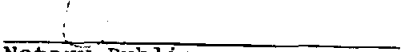
  
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
                          ) SS.  
COUNTY OF MARION )

On this 18th day of May, 1998, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named Chris V. Wade and Rosalee Wade to me personally well known as the President and Secretary of Buffalo River Log Homes, Inc., and stated that they had executed the foregoing instrument, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18th day of May, 1998.

  
Notary Public

My Commission Expires:

1-29-2002

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COVENANTS AND RESTRICTIONS  
THOUSAND OAKS

FILED FOR RECORD

98 SEP 29 PM 3:28

MARY JO LAYTON  
MARION CO./CIR. CLERKBY *James McLean* D.C.

Buffalo River Log Homes, Inc., an Arkansas corporation, being the title owner of certain real estate in Marion County, Arkansas, described as follows:

The West Half of the Southwest Quarter of Section 13, Township 18 North, Range 16 West.

for the purpose of maintaining a standard uniform to all subdivided tracts and for future use of the tracts to enable the owners thereof to more fully enjoy a standard of living in an area with greater restrictions than commonly required and to carry out such intent and purpose the following covenants and restrictions, which shall run with the land, are hereby impressed thereon.

1. USE OF PREMISES

(A) No land or premises shall be used in any manner or for any purpose other than for single-family detached residences and incidental accessory uses.

(B) Adequate parking or storage space shall be provided on each tract to accommodate all passenger vehicles, pickups, trailers, boats and related equipment and machinery used by the occupant and no such equipment or material shall be stored on a road or street.

(C) No vehicles, equipment, machinery or building material shall, however, be stored on any vacant tract other than in connection with actual construction of a single-family detached dwelling or the related site improvement of the premises.

(D) No sales or service activity which would attract customers, people or vehicles to a premises shall be conducted on any tract. No business or manufacturing, processing or storage industry shall be conducted or located on any land, and no occupancy or use of a premises shall be conducted so as to create obnoxious or undesirable environmental conditions from the emission of materials into the atmosphere or the creation of noise, odor or vibrations in such volume or intensity as to be perceptible on any adjacent tract.

(E) No solid or liquid waste material, effluent or debris shall be released onto the land surface or impounded or stored thereon, except as such activity might relate to the normal fertilizing, cultivation, irrigation and maintenance of lawns and landscape plants as a part of the usual occupancy and maintenance of a place of residence.

(F) No tract shall be used except for residential purposes.

(G) Any pets or livestock maintained on a premises shall be housed within the main dwelling structure or if housed in an accessory building, such building shall not be located nearer than fifty (50) feet to any adjacent property line. All pets and livestock shall be maintained so as not to create a nuisance or undesirable condition for the owners or occupants of adjacent tracts from noise, view, odor, health or hazard. No swine shall be maintained on a tract in Thousand Oaks.

(H) No vehicle which does not bear a license shall be permitted to remain for longer than thirty (30) days on any tract.

## 2. BUILDING, YARD AND AREA STANDARDS

(A) Each dwelling shall be assembled on the site and no mobile home, camp trailer or trailer house shall be used as a dwelling in Thousand Oaks. Modular homes, not older than five years of age when located on site, and that have conventional roofs and permanent foundations shall be permitted.

(B) No trailer, basement, tent, shack, garage, barn or other out-building erected on any tract shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.

(C) All dwellings and accessory buildings shall be set back a minimum distance of one hundred (100) feet from all street and right-of-way lines so as to provide a minimum front yard of one hundred (100) feet and/or minimum side yard of fifty (50) feet in case of a corner lot which shall be unobstructed by other than the normal landscaping trees, walks, steps, drives and retaining walls.

(D) Each tract upon which a single-family dwelling is erected shall have installed a septic tank system that will be maintained in a satisfactory working condition and no effluent shall be drained onto any other lot or tract or into any street, stream or easement. When public sewer system and public water is available, each residence in Thousand Oaks shall be connected to same, meaning and intending that public sewer and public water will be utilized by the occupants of all tracts when same is available.

(E) No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(F) No sign of any kind shall be displayed to the public view on any tract except one professionally prepared sign of not more than five (5) square feet which may be used for advertising the property for sale, except signs that may be used by a builder or the Developer to advertise the property during the construction and sales period.

(G) No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No outhouses or toilet facilities may be used other than those connected to septic tanks or established public sewer systems, maintained in condition to satisfy minimum standards of the Arkansas Board of Health.

(H) The exterior of any single-family detached structure, garage or out-building permitted which shall be erected upon any lot covered by these covenants shall be completely finished within six (6) months of the date of the start of any construction and any building not completed within such period may be removed from said premises by anyone entitled to enforce the provisions of these covenants.

(I) All electric wiring and plumbing installed in any structure erected upon any property subject to these covenants shall be in accordance with standards that may be

in effect by a state plumbing and or wiring code or as may be prescribed by the Federal Housing Administration to meet minimum standards required by said agency or any code or standards that may be required by the State of Arkansas.

(J) No fence, wall, hedge, shrub or building which obstructs sight lines at elevation between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

### 3. BILL OF ASSURANCE

(A) In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any tracts in Thousand Oaks, or any utility company owning utility facilities in any utility or road easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations.

### 4. NATURE OF RESTRICTIONS AND TERM

(A) These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Thousand Oaks, whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to any tract or parcel of land lying in Thousand Oaks subject to the restrictions herein shall thereby agree and covenant to abide by, and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of thirty (30) years from the date hereof. Said covenants shall be automatically extended for successive periods of ten (10) years each unless by a vote of majority of the then owners of the tracts on the basis of one vote for each separately owned tract, it is agreed to change said covenants in whole or in part. The terms of the electric power easements shall remain in existence so long as the said easements are being used by the electric utility to supply electric power and said easements shall extend beyond the limitations of terminating clauses as may or may not be set out elsewhere in these protective and restrictive covenants. Any change in the provisions of this instrument may be made at any time hereafter provided same shall be evidenced by the execution of a successor instrument and its recording in the office of the County Clerk of Marion County, Arkansas, such instrument having been executed by a majority of the then owners of the area and tracts setting forth the changes desired.

(5) ENFORCEMENT

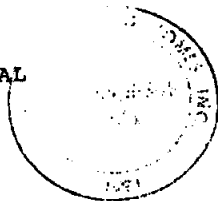
(A) Buffalo River Log Homes, Inc., Thousand Oaks and every other person, firm or corporation hereinafter having any right, title or interest in any tract, or parcel of land in Thousand Oaks shall have the right to prevent or stop violations of any said restrictions by injunction or other lawful procedure and/or to recover any damages resulting from such violations. Damages for purposes of this paragraph shall include court costs and necessary attorney fees.

6) SEPARABILITY

(A) If any provision of this instrument, or the application of such provision to any person or circumstances shall be held invalid, the remainder of this instrument, or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the President and Secretary of said Buffalo River Log Homes, Inc., have caused to affix their names to the foregoing instrument, on this 18th day of August, 1998.

SEAL



BUFFALO RIVER LOG HOMES, INC.

  
\_\_\_\_\_  
President

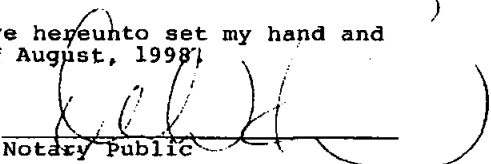
  
\_\_\_\_\_  
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
                              ) SS.  
COUNTY OF MARION )

On this 18th day of Aug., 1998, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named Chris V. Wade and Rosalee Wade to me personally well known as the President and Secretary of Buffalo River Log Homes, Inc., and stated that they had executed the foregoing instrument, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18th day of August, 1998.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

1-25-2002

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## COVENANTS AND RESTRICTIONS

## THOUSAND OAKS

FILED FOR RECORD

98 NOV -9 P 2:03 PM

MARY JO LAYTON  
MARION CO. CLERK

Buffalo River Log Homes, Inc., an Arkansas corporation, being the title owner of certain real estate in Marion County, Arkansas, described as follows:

The Northeast Quarter of the Southwest and the Southeast Quarter of the Northwest Quarter of Section 17, Township 18 North, Range 15 West

for the purpose of maintaining a standard uniform to all subdivided tracts and for future use of the tracts to enable the owners thereof to more fully enjoy a standard of living in an area with greater restrictions than commonly required and to carry out such intent and purpose the following covenants and restrictions, which shall run with the land, are hereby impressed thereon.

1. USE OF PREMISES

(A) No land or premises shall be used in any manner or for any purpose other than for single-family detached residences and incidental accessory uses.

(B) Adequate parking or storage space shall be provided on each tract to accommodate all passenger vehicles, pickups, trailers, boats and related equipment and machinery used by the occupant and no such equipment or material shall be stored on a road or street.

(C) No vehicles, equipment, machinery or building material shall, however, be stored on any vacant tract other than in connection with actual construction of a single-family detached dwelling or the related site improvement of the premises.

(D) No sales or service activity which would attract customers, people or vehicles to a premises shall be conducted on any tract. No business or manufacturing, processing or storage industry shall be conducted or located on any land, and no occupancy or use of a premises shall be conducted so as to create obnoxious or undesirable environmental conditions from the emission of materials into the atmosphere or the creation of noise, odor or vibrations in such volume or intensity as to be perceptible on any adjacent tract.

(E) No solid or liquid waste material, effluent or debris shall be released onto the land surface or impounded or stored thereon, except as such activity might relate to the normal fertilizing, cultivation, irrigation and maintenance of lawns and landscape plants as a part of the usual occupancy and maintenance of a place of residence.

(F) No tract shall be used except for residential purposes.

(G) Any pets or livestock maintained on a premises shall be housed within the main dwelling structure or if housed in an accessory building, such building shall not be located nearer than fifty (50) feet to any adjacent property line. All pets and livestock shall be maintained so as not to create a nuisance or undesirable condition for the owners or occupants of adjacent tracts from noise, view, odor, health or hazard. No swine shall be maintained on a tract in Thousand Oaks.

(H) No vehicle which does not bear a license shall be permitted to remain for longer than thirty (30) days on any tract.

## 2. BUILDING, YARD AND AREA STANDARDS

(A) Each dwelling shall be assembled on the site and no mobile home, camp trailer or trailer house shall be used as a dwelling in Thousand Oaks. Modular homes, not older than five years of age when located on site, and that have conventional roofs and permanent foundations shall be permitted.

(B) No trailer, basement, tent, shack, garage, barn or other out-building erected on any tract shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.

(C) All dwellings and accessory buildings shall be set back a minimum distance of one hundred (100) feet from all street and right-of-way lines so as to provide a minimum front yard of one hundred (100) feet and/or minimum side yard of fifty (50) feet in case of a corner lot which shall be unobstructed by other than the normal landscaping trees, walks, steps, drives and retaining walls.

(D) Each tract upon which a single-family dwelling is erected shall have installed a septic tank system that will be maintained in a satisfactory working condition and no effluent shall be drained onto any other lot or tract or into any street, stream or easement. When public sewer system and public water is available, each residence in Thousand Oaks shall be connected to same, meaning and intending that public sewer and public water will be utilized by the occupants of all tracts when same is available.

(E) No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(F) No sign of any kind shall be displayed to the public view on any tract except one professionally prepared sign of not more than five (5) square feet which may be used for advertising the property for sale, except signs that may be used by a builder or the Developer to advertise the property during the construction and sales period.

(G) No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No outhouses or toilet facilities may be used other than those connected to septic tanks or established public sewer systems, maintained in condition to satisfy minimum standards of the Arkansas Board of Health.

(H) The exterior of any single-family detached structure, garage or out-building permitted which shall be erected upon any lot covered by these covenants shall be completely finished within six (6) months of the date of the start of any construction and any building not completed within such period may be removed from said premises by anyone entitled to enforce the provisions of these covenants.

(I) All electric wiring and plumbing installed in any structure erected upon any property subject to these covenants shall be in accordance with standards that may be

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in effect by a state plumbing and or wiring code or as may be prescribed by the Federal Housing Administration to meet minimum standards required by said agency or any code or standards that may be required by the State of Arkansas.

(J) No fence, wall, hedge, shrub or building which obstructs sight lines at elevation between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

### 3. BILL OF ASSURANCE

(A) In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any tracts in Thousand Oaks, or any utility company owning utility facilities in any utility or road easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations.

### 4. NATURE OF RESTRICTIONS AND TERM

(A) These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Thousand Oaks, whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to any tract or parcel of land lying in Thousand Oaks subject to the restrictions herein shall thereby agree and covenant to abide by, and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of thirty (30) years from the date hereof. Said covenants shall be automatically extended for successive periods of ten (10) years each unless by a vote of majority of the then owners of the tracts on the basis of one vote for each separately owned tract, it is agreed to change said covenants in whole or in part. The terms of the electric power easements shall remain in existence so long as the said easements are being used by the electric utility to supply electric power and said easements shall extend beyond the limitations of terminating clauses as may or may not be set out elsewhere in these protective and restrictive covenants. Any change in the provisions of this instrument may be made at any time hereafter provided same shall be evidenced by the execution of a successor instrument and its recording in the office of the County Clerk of Marion County, Arkansas, such instrument having been executed by a majority of the then owners of the area and tracts setting forth the changes desired.

(5) ENFORCEMENT

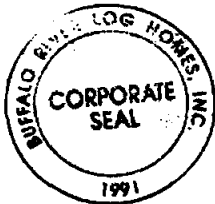
(A) Buffalo River Log Homes, Inc., Thousand Oaks and every other person, firm or corporation hereinafter having any right, title or interest in any tract, or parcel of land in Thousand Oaks shall have the right to prevent or stop violations of any said restrictions by injunction or other lawful procedure and/or to recover any damages resulting from such violations. Damages for purposes of this paragraph shall include court costs and necessary attorney fees.

6) SEPARABILITY


(A) If any provision of this instrument, or the application of such provision to any person or circumstances shall be held invalid, the remainder of this instrument, or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the President and Secretary of said Buffalo River Log Homes, Inc., have caused to affix their names to the foregoing instrument, on this 6th day of June, 1998.

SEAL



BUFFALO RIVER LOG HOMES, INC.

  
President

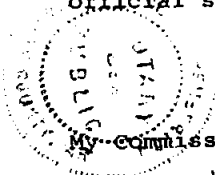
  
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
COUNTY OF MARION ) SS.

On this 6th day of June, 1998, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named Chris V. Wade and Rosalee Wade to me personally well known as the President and Secretary of Buffalo River Log Homes, Inc., and stated that they had executed the foregoing instrument, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 6th day of June, 1998.



  
Notary Public

My Commission Expires:

1-29-2002

99-03274

FILED FOR RECORD

COVENANTS AND RESTRICTIONS

99 SEP -3 A 11: 29 8

THOUSAND OAKS

KIM M. LAYTON  
MARION CO. CLERKBY *Jimmie Davis*

Chris V. Wade, Trustee of Big Music Creek Partnership, being the title owners of certain real estate in Marion County, Arkansas, described as follows:

The Northwest ¼ of the Northwest ¼ of Section 17, Township 18 North, Range 15 West.

for the purpose of maintaining a standard uniform to all subdivided tracts and for future use of the tracts to enable the owners thereof to more fully enjoy a standard of living in an area with greater restrictions than commonly required and to carry out such intent and purpose the following covenants and restrictions, which shall run with the land, are hereby impressed thereon.

1. USE OF PREMISES

- (A) No land or premises shall be used in any manner or for any purpose other than for single-family detached residences and incidental accessory uses.
- (B) Adequate parking or storage space shall be provided on each tract to accommodate all passenger vehicles, pickups, trailers, boats and related equipment and machinery used by the occupant and no such equipment or material shall be stored on a road or street.
- (C) No vehicles, equipment, machinery or building material shall, however, be stored on any vacant tract other than in connection with actual construction of a single-family detached dwelling or the related site improvement of the premises.
- (D) No sales or service activity which would attract customers, people or vehicles to a premises shall be conducted on any tract. No business or manufacturing, processing or storage industry shall be conducted or located on any land, and no occupancy or use of a premises shall be conducted so as to create obnoxious or undesirable environmental conditions from the emission of materials into the atmosphere or the creation of noise, odor or vibrations in such volume or intensity as to be perceptible on any adjacent tract.
- (E) No solid or liquid waste material, effluent or debris shall be released onto the land surface or impounded or stored thereon, except as such activity might relate to the normal fertilizing, cultivation, irrigation and maintenance of lawns and landscape plants as a part of the usual occupancy and maintenance of a place of residence.
- (F) No tract shall be used except for residential purposes.
- (G) Any pets or livestock maintained on a premises shall be housed within the main dwelling structure or if housed in an accessory building, such building shall not be located nearer than fifty (50) feet to any adjacent property line. All pets and livestock shall be maintained so as not to create a nuisance or undesirable condition for the owners or occupant of adjacent tracts from noise, view, odor, health or hazard. No swine shall be maintained on a tract in Thousand Oaks. All pets or livestock must be maintained on the premises of the owner of said pets or livestock and will not be allowed to run freely on adjacent tracts.

(H) No vehicle which does not bear a license shall be permitted to remain for longer than thirty (30) days on any tract.

## 2. BUILDING, YARD AND AREA STANDARDS

(A) Each dwelling shall be assembled on the site and no mobile home, camp trailer, trailer house, or modular home shall be permitted.

(B) No trailer, basement, tent, garage, barn or other out-building erected on any tract shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.

(C) All dwellings and accessory buildings shall be set back a minimum distance of one hundred (100) feet from all street and right-of-way lines so as to provide a minimum front yard of one hundred (100) feet and/or minimum side yard of fifty (50) feet in case of a corner lot which shall be unobstructed by other than the normal landscaping trees, walks, steps, drives and retaining walls.

(D) Each tract upon which a single-family dwelling is erected shall have installed a septic tank system that will be maintained in a satisfactory working condition and no effluent shall be drained onto any other lot or tract or into any street, stream or easement. When public sewer system and public water is available, each residence in Thousand Oaks shall be connected to same, meaning and intending that public sewer and public water will be utilized by the occupants of all tracts when same is available.

(E) No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(F) No sign of any kind shall be displayed to the public view on any tract except one professionally prepared sign of not more than five (5) square feet which may be used for advertising the property for sale, except signs that may be used by a builder or the Developer to advertise the property during the construction and sales period.

(G) No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No outhouses or toilet facilities may be used other than those connected to septic tanks or established public sewer systems, maintained in condition to satisfy minimum standards of the Arkansas Board of Health.

(H) The exterior of any single-family detached structure, garage or out-building permitted which shall be erected upon any lot covered by these covenants shall be completely finished within six (6) months of the date of the start of any construction and any building not completed within such period may be removed from said premises by anyone entitled to enforce the provisions of these covenants.

(I) All electric wiring and plumbing installed in any structure erected upon any property subject to these covenants shall be in accordance with standards that may be in effect by a state plumbing and or wiring code or as may be prescribed by the Federal Housing Administration to meet minimum standards required by said agency or any code or standards that may be required by the State of Arkansas.

(J) No fence, wall, hedge, shrub or building which obstructs sight lines at elevation between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any tract within ten (10) feet from the intersection of a street property line with

the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3. BILL OF ASSURANCE

(A) In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any tracts in Thousand Oaks, or any utility company owning utility facilities in any utility or road easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations.

4. NATURE OF RESTRICTIONS AND TERMS

(A) These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Thousand Oaks, whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to any tract or parcel of land lying in Thousand Oaks subject to the restrictions herein shall thereby agree and covenant to abide by, and fully perform the foregoing restrictions and covenants. The covenants are to run with the land and shall be binding for a period of thirty (30) years from the date hereof. Said covenants shall be automatically extended for successive periods of then (10) years each unless by a vote of majority of the then owners of the tracts on the basis of one vote for each separately owned tract, it is agreed to change said covenants in whole or in part. The terms of the electric power easements shall remain in existence so long as the said easements are being used by the electric utility to supply electric power and said easements shall extend beyond the limitations terminating clauses as may or may not be set out elsewhere in these protective and restrictive covenants. Any change in the provisions of this instrument may be made at any time hereafter provided same shall be evidenced by the execution of a successor instrument and its recording in the office of the County Clerk of Marion County, Arkansas, such instrument having been executed by a majority of the then owners of the area and tracts setting of the changes desired.

5. ENFORCEMENT

(A) Big Music Partnership, Thousand Oaks and every other person, firm or corporation hereinafter having any right, title or interest in any tract, or parcel of land in Thousand Oaks shall have the right to prevent or stop violations of any said restrictions by injunction or other lawful procedure and/or to recover any damages resulting from such violations. Damages for purposes of this paragraph shall include court costs and necessary attorney fees.

6. SEPARABILITY

(A) If any provision of this instrument, or the application of such provision to any person or circumstances shall be held invalid, the remainder of this instrument, or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

7. APPROVAL OF PLANS AND SPECIFICATIONS

(A) No building, structure or other improvement which projects above the grade shall be erected, constructed, added to or altered on any tract included within, without prior submission of plans and specifications therefor to the Developer and the securing of written approval thereof from the Developer or its successors. Application for approval of plans and specifications shall be accompanied by at least two copies of plans, specifications and any other pertinent data and one copy of plans, specifications and data shall be left with the Developer after the same has been acted upon. Said plans and specifications shall be for all detached buildings, including but not limited to storage buildings, for boats, equipment, supplies, home workshop, garden shelter, private swimming pool and bath house.

(B) The Developer shall not unreasonably withhold approval of any plans submitted and shall notify any applicant within thirty (30) days of receipt of an application of the action taken. Failure of the Developer to act or request further information or clarifications within the thirty (30) days of receipt of plans shall be considered to constitute approval of plans as submitted. Prior to proceeding with construction on which the Developer may have failed to act, the applicant shall notify the Developer of his intentions by registered mail. The Developer shall, in passing upon plans and specifications, take into consideration, among other things, the effect of any proposed structure on adjacent property. The Developer shall permit the widest flexibility in architectural design consistent with the character and quality of Thousand Oaks.

IN WITNESS WHEREOF, Chris V. Wade, Trustee of Big Music Creek Partnership, has caused to affix his name to the foregoing instrument, on this 10<sup>th</sup> day of August 1999.

BIG MUSIC CREEK PARTNERSHIP

  
Chris V. Wade, Trustee

ACKNOWLEDGMENT

STATE OF ARKANSAS     )  
                                      ) SS.  
COUNTY OF MARION     )

On this 10<sup>th</sup> day of August, 1999, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named Chris V. Wade to me personally well known as the Trustee of Big Music Creek Partnership, and stated that he had executed the foregoing instrument, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses an purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10<sup>th</sup> day of August, 1999.

  
Notary Public

My Commission Expires:

1-28-2002

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## COVENANTS AND RESTRICTIONS

## THOUSAND OAKS

FILED FOR RECORD

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MARY JO LAYTON  
MARION CO./CLERKBY *Ann D. Davis* D.C.

Chris V. Wade and Rosalee Wade, husband and wife and Buffalo River Log Homes, Inc., an Arkansas corporation, being the title owners of certain real estate in Marion County, Arkansas, described as follows:

The E ½ of the NE ¼ and the E ½ of the NW ¼ of the NE ¼ and the E ½ of the SW ¼ of the NE ¼ and the NE ¼ of the SE ¼ and the E ½ of the NW ¼ of the SE ¼ of Section 17, Township 18 North, Range 15 West.

All that part of the SE ¼ of the SE ¼ of Section 7, Township 18 North, Range 15 West, lying North of Thousand Oaks Drive.

for the purpose of maintaining a standard uniform to all subdivided tracts and for future use of the tracts to enable the owners thereof to more fully enjoy a standard of living in an area with greater restrictions than commonly required and to carry out such intent and purpose the following covenants and restrictions, which shall run with the land, are hereby impressed thereon.

1. USE OF PREMISES

(A) No land or premises shall be used in any manner or for any purpose other than for single-family detached residences and incidental accessory uses.

(B) Adequate parking or storage space shall be provided on each tract to accommodate all passenger vehicles, pickups, trailers, boats and related equipment and machinery used by the occupant and no such equipment or material shall be stored on a road or street.

(C) No vehicles, equipment, machinery or building material shall, however, be stored on any vacant tract other than in connection with actual construction of a single-family detached dwelling or the related site improvement of the premises.

(D) No sales or service activity which would attract customers, people or vehicles to a premises shall be conducted on any tract. No business or manufacturing, processing or storage industry shall be conducted or located on any land, and no occupancy or use of a premises shall be conducted so as to create obnoxious or undesirable environmental conditions from the emission of materials into the atmosphere or the creation of noise, odor or vibrations in such volume or intensity as to be perceptible on any adjacent tract.

(E) No solid or liquid waste material, effluent or debris shall be released onto the land surface or impounded or stored thereon, except as such activity might relate to the normal fertilizing, cultivation, irrigation and maintenance of lawns and landscape plants as a part of the usual occupancy and maintenance of a place of residence.

(F) No tract shall be used except for residential purposes.

(G) Any pets or livestock maintained on a premises shall be housed within the main dwelling structure or if housed in an accessory building, such building shall not be located nearer than fifty (50) feet to any adjacent property line. All pets and livestock shall be maintained so as not to create a nuisance or undesirable condition for the owners or occupant of adjacent tracts from noise, view, odor, health or hazard. No swine shall be

maintained on a tract in Thousand Oaks. All pets or livestock must be maintained on the premises of the owner of said pets or livestock and will not be allowed to run freely on adjacent tracts.

(H) No vehicle which does not bear a license shall be permitted to remain for longer than thirty (30) days on any tract.

## 2. BUILDING, YARD AND AREA STANDARDS

(A) Each dwelling shall be assembled on the site and no mobile home, camp trailer, trailer house, or modular home shall be permitted.

(B) No trailer, basement, tent, garage, barn or other out-building erected on any tract shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.

(C) All dwellings and accessory buildings shall be set back a minimum distance of one hundred (100) feet from all street and right-of-way lines so as to provide a minimum front yard of one hundred (100) feet and/or minimum side yard of fifty (50) feet in case of a corner lot which shall be unobstructed by other than the normal landscaping trees, walks, steps, drives and retaining walls.

(D) Each tract upon which a single-family dwelling is erected shall have installed a septic tank system that will be maintained in a satisfactory working condition and no effluent shall be drained onto any other lot or tract or into any street, stream or easement. When public sewer system and public water is available, each residence in Thousand Oaks shall be connected to same, meaning and intending that public sewer and public water will be utilized by the occupants of all tracts when same is available.

(E) No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(F) No sign of any kind shall be displayed to the public view on any tract except one professionally prepared sign of not more than five (5) square feet which may be used for advertising the property for sale, except signs that may be used by a builder or the Developer to advertise the property during the construction and sales period.

(G) No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No outhouses or toilet facilities may be used other than those connected to septic tanks or established public sewer systems, maintained in condition to satisfy minimum standards of the Arkansas Board of Health.

(H) The exterior of any single-family detached structure, garage or out-building permitted which shall be erected upon any lot covered by these covenants shall be completely finished within six (6) months of the date of the start of any construction and any building not completed within such period may be removed from said premises by anyone entitled to enforce the provisions of these covenants.

(I) All electric wiring and plumbing installed in any structure erected upon any property subject to these covenants shall be in accordance with standards that may be in effect by a state plumbing and or wiring code or as may be prescribed by the Federal Housing Administration to meet minimum standards required by said agency or any code or standards that may be required by the State of Arkansas.

(J) No fence, wall, hedge, shrub or building which obstructs sight lines at elevation between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street

property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3. BILL OF ASSURANCE

(A) In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any tracts in Thousand Oaks, or any utility company owning utility facilities in any utility or road easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations.

4. NATURE OF RESTRICTIONS AND TERMS

(A) These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Thousand Oaks, whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to any tract or parcel of land lying in Thousand Oaks subject to the restrictions herein shall thereby agree and covenant to abide by, and fully perform the foregoing restrictions and covenants. The covenants are to run with the land and shall be binding for a period of thirty (30) years from the date hereof. Said covenants shall be automatically extended for successive periods of then (10) years each unless by a vote of majority of the then owners of the tracts on the basis of one vote for each separately owned tract, it is agreed to change said covenants in whole or in part. The terms of the electric power easements shall remain in existence so long as the said easements are being used by the electric utility to supply electric power and said easements shall extend beyond the limitations terminating clauses as may or may not be set out elsewhere in these protective and restrictive covenants. Any change in the provisions of this instrument may be made at any time hereafter provided same shall be evidenced by the execution of a successor instrument and its recording in the office of the County Clerk of Marion County, Arkansas, such instrument having been executed by a majority of the then owners of the area and tracts setting of the changes desired.

5. ENFORCEMENT

(A) Chris V. Wade, Rosalee Wade, Buffalo River Log Homes, Inc., Thousand Oaks and every other person, firm or corporation hereinafter having any right, title or interest in any tract, or parcel of land in Thousand Oaks shall have the right to prevent or stop violations of any said restrictions by injunction or other lawful procedure and/or to recover any damages resulting from such violations. Damages for purposes of this paragraph shall include court costs and necessary attorney fees.

6. SEPARABILITY

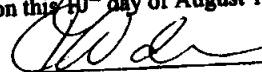
(A) If any provision of this instrument, or the application of such provision to any person or circumstances shall be held invalid, the remainder of this instrument, or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

7. APPROVAL OF PLANS AND SPECIFICATIONS

(A) No building, structure or other improvement which projects above the grade shall be erected, constructed, added to or altered on any tract included within, without prior submission of plans and specifications therefor to the Developer and the securing of written approval thereof from the Developer or its successors. Application for approval of plans and specifications shall be accompanied by at least two copies of plans, specifications and any other pertinent data and one copy of plans, specifications and data shall be left with the Developer after the same has been acted upon. Said plans and specifications shall be for all detached buildings, including but not limited to storage buildings, for boats, equipment, supplies, home workshop, garden shelter, private swimming pool and bath house.

(B) The Developer shall not unreasonably withhold approval of any plans submitted and shall notify any applicant within thirty (30) days of receipt of an application of the action taken. Failure of the Developer to act or request further information or clarifications within the thirty (30) days of receipt of plans shall be considered to constitute approval of plans as submitted. Prior to proceeding with construction on which the Developer may have failed to act, the applicant shall notify the Developer of his intentions by registered mail. The Developer shall, in passing upon plans and specifications, take into consideration, among other things, the effect of any proposed structure on adjacent property. The Developer shall permit the widest flexibility in architectural design consistent with the character and quality of Thousand Oaks.

IN WITNESS WHEREOF, Chris V. Wade and Rosalee Wade, husband and wife, and the President and Secretary of said Buffalo River Log Homes, Inc., have caused to affix their names to the foregoing instrument, on this 10<sup>th</sup> day of August 1999.

  
Chris V. Wade

  
Rosalee Wade

BUFFALO RIVER LOG HOMES, INC.

  
President

  
Secretary



ACKNOWLEDGMENT

STATE OF ARKANSAS     )  
                                      ) SS.  
COUNTY OF MARION     )

On this 10<sup>th</sup> day of August, 1999, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named Chris V. Wade and Rosalee Wade to me personally well known and Chris V. Wade and Rosalee Wade in their capacity as the President and Secretary of Buffalo River Log Homes, Inc., and stated that they had executed the foregoing instrument, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses an purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10<sup>th</sup> day of August, 1999.

  
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Notary Public

My Commission Expires:

  
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1-28-2002