

**BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR
COPPER OAKS
AN ADDITION TO THE CITY OF CENTERTON, ARKANSAS**

KNOW ALL MEN BY THESE PRESENTS:

That Wally Properties, L.L.C., an Oklahoma Limited Liability Company, being the owner and developer of the following described property located in the City of Centerton, Benton County, Arkansas, to-wit:

LOTS 1 THROUGH 114, COPPER OAKS SUBDIVISION, AN
ADDITION TO THE CITY OF CENTERTON, ARKANSAS.

said property having been duly platted as a part of Copper Oaks, an Addition to the City of Centerton, Benton County, Arkansas (the "Subdivision"), said plat being recorded in the office of the District Clerk and Ex-Officio recorder of Benton County, Arkansas, on Page 350+352 in Plat Book 2005 (the "Plat"), for the purpose of keeping the Subdivision desirable, uniform and suitable in architectural design and use as herein specified, and to provide for the orderly development of the Subdivision, does hereby make the following limitations, restrictions and uses on LOTS 1 THROUGH 114 (the "Lots" or a "Lot") of the Subdivision (the "Covenants"). The Covenants shall not apply to the multi-family lots or the commercial lots in the Subdivision as shown on the Plat which consists of Lots 115 and 116 (the "Multi-Family Lots") and Tracts A through H (the "Commercial Lots").

And the said Wally Properties, L.L.C., an Oklahoma Limited Liability Company, as owner and developer of said property, does hereby state that these declarations shall establish covenants running with the land for the period of time hereinafter set forth, as provided by law and shall be binding upon all purchasers and owners of LOTS 1 THROUGH 114 of the Subdivision and upon such owner's heirs, personal representatives, successors and assigns, and upon all persons claiming under them.

1. The undersigned does hereby dedicate for public use all of the streets as shown on the Plat of the Subdivision as described above. The undersigned further dedicates to the public use the easements, rights of way and detention ponds as designated on the Plat of the Subdivision for the several purposes of constructing, maintaining, operating, repairing, replacing and servicing all public or quasi-public utilities, together with the right of ingress and egress for such purposes as aforesaid being reserved to the undersigned, and to the employees, agents and designees of any public or quasi-public utility providing service to the Lots within the Subdivision. Within said easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The owner of each Lot covered by these Covenants shall be responsible for maintaining all improvements within the boundaries of said Lot, except for those improvements for which a utility company is responsible.

2. Supply lines for all public or quasi-public utilities shall be located underground in the easement ways reserved for general utility service as shown on the Plat. Service lines to all structures

located on a Lot shall be underground, and shall run from the nearest source of each utility within the easement to the point of use as determined by the location and construction of such structure as the same may be located upon a Lot. The supplier of each and every public or quasi-public utility shall hereafter be deemed to have a definite, permanent, effective and exclusive easement five feet in width, extending from the source of said utility within the easement to the point of use at each structure or other structure. The center line of said five foot strip being represented by the service line as installed. The supplier of each utility, through its proper agents and employees, shall at all times have the right to access to said easement or easements, as shown on the Plat or as provided for in this Deed of Dedication. The easement is granted for the purpose of installing, maintaining, removing or replacing any portion of the above ground or below ground facilities.

3. Each of the Lots covered by these Covenants in the Subdivision shall be a Duplex Lot. There shall be only one (1) Duplex constructed on a Lot covered by the Covenants. For purposes of these Covenants, a "Duplex" shall be defined as a residential two (2) family home designed for and/or occupied by two (2) families living independently of each other.

4. The exterior building requirements for each Duplex shall be as follows:

a. The full front exterior facade and up to 4' on each side of each Duplex structure shall be brick.

b. No vinyl, aluminum or steel siding shall be used on a duplex. Vinyl may be used for the soffit and fascia. All guttering shall be seamless and made of aluminum.

c. The only siding materials permitted on the sides and rear shall be made of wood or hardy plank (or similar product).

d. Each Duplex shall be constructed on a permanent foundation made of either concrete or cinder block. The concrete or block foundation may not be exposed and shall be covered by brick and landscaping.

e. Each Duplex constructed on a Lot shall be covered by a roofing material made of asphalt architectural shingles with natural earth tone colors.

f. All Duplexes constructed in the Subdivision shall have a private garage to accommodate at least two (2) automobiles for each residential unit and each garage shall have an automatic garage door opener.

g. The front yard of each lot shall be sodded and shall be landscaped. The remainder of the yards shall be seeded or sodded and shall be

maintained in such a manner as to enhance the appearance of the Subdivision.

h. Each Duplex shall have a driveway and provide for off-street parking of vehicles for each Duplex. All driveways on any Lot shall be composed of concrete or exposed aggregate.

5. The interior of each Duplex shall meet the following minimum requirements:

a. A minimum of 1,300 square of heated and cooled space for each residential side of the Duplex for a total of 2,600 square feet heated and cooled space for each Duplex. No deviations from the minimum square footage requirement will be allowed without prior approval from the City of Centerton Planning Commission.

b. There shall be a minimum of two (2) bedrooms.

c. There shall be a minimum of two (2) full baths. A full bath shall consist of a sink in cabinet, toilet and either a shower or bath tub or both.

d. Each residential unit shall have a full kitchen which shall include a double sink, refrigerator, dishwasher, garbage disposal and microwave.

6. No fences shall be erected around the front yard of any of the Lots or a Duplex. All fences constructed around the rear yard shall be constructed of wood or modern pvc fencing materials. The height of any fence shall not be greater than six (6) feet.

7. No outbuilding or tent or shack or garage or barn or any vehicle be used on any Lot as living quarters, either permanently or temporarily. No structure of any temporary character shall be permitted on any Lot, except one construction trailer during the period of construction. No trailer, mobile home, tent, construction shack, or other out buildings shall be erected or kept on any Lot in the Subdivision except for temporary use by construction contractors for a reasonable period of time. No recreational vehicles (boats, RV's, etc) or vehicles used for recreation purposes shall be stored or parked on any Lot. No vehicle that has been inoperative for a period of more than three (3) days shall be stored on any Lot. The parking or storage of unused or unlicensed motor vehicles is prohibited in the Subdivision.

8. No obnoxious or offensive trade or activity shall be carried on or upon any Lot subject to these Covenants, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood. No future mineral development of any kind shall be permitted affecting the surface of the Lots covered by these restrictions. No animals, livestock, or poultry of

any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. All dogs, cats and other domestic animals permitted to be kept within the Subdivision by these Covenants and any city code shall be kept and maintained in a fenced rear yard of a residence. No animal shall be chained, tied or otherwise restrained either in the rear or front yard of a Duplex. All dog houses or other animal shelters shall be kept in the rear yard of a Duplex. No owner or any Tenant shall be permitted to have "barn" or pasture animals regardless of the number of Lots.

9. Each residential unit of a Duplex shall be permitted one antenna, aerial satellite dish or similar devise for the reception of television, radio or information services so long as the devise is located within the building set back limits and to the rear of the main residential building and is used for non-commercial purposes only. Each antenna, aerial satellite dish or other devise shall be of a minimum elevation to permit adequate reception, not higher than the Duplex located on a Lot, and the transmitting and receiving portion shall not be more than two (2) feet in diameter at its widest point and not visible from the front of the residential structure.

10. In the event that any Lots are sold and no structure is immediately erected, the owner or owners of such Lot or Lots shall keep said Lot or Lots mowed and in a neat sanitary condition.

11. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign advertising the property for sale, resale or rent, or signs used by a builder or agent to advertise the property during the construction sale or leasing of a Duplex. In no event shall any such sign stand more than seven (7) feet above ground level nor be more than five (5) square feet in size nor be lighted at night.

12. No owner or Tenant shall be allowed to conduct any business or commercial activity or enterprise upon any Lot. No commercial type buildings shall be constructed on any Lot.

13. No Lot nor any portion thereof shall be split to create an additional building site in the Subdivision, it being the intent of these Covenants that there be no more than one (1) Duplex per Lot covered by these Covenants.

14. These Covenants shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this instrument is recorded, after which time the Covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change the Covenants in whole or in part.

15. If any provision of this Bill of Assurance or any section, clause, phrase, word or the application thereof in any circumstances is held to be invalid, the validity of the remainder of these Covenants and of the application of the remaining provisions shall not be affected thereby. Any assent, expressed or implied, by any party subject to these Covenants to any breach of any Covenant herein contained shall operate as such only in the specific instance and shall not be construed as an

assent or waiver of any such covenant or agreement generally or any subsequent breach thereof.

16. If any party hereto, or their heirs, successors or assigns, or the owner of any Lot covered by the Covenants located in the Subdivision, shall violate, or attempt to violate, any of the Covenants herein, it shall be lawful for any other person, or persons, owning any real property situated in said Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenant or Covenants and either to restrain him, her or them from so doing or to recover damages for such violations. In the event any suit is brought to enforce these Covenants, the prevailing party in such suit shall be entitled to recover costs of such suit, including reasonable attorney fees.

her or them from so doing or to recover damages for such violations. In the event any suit is brought to enforce these Covenants, the prevailing party in such suit shall be entitled to recover costs of such suit, including reasonable attorney fees.

IN WITNESS WHEREOF, Wally Properties, L.L.C., an Oklahoma Limited Liability Company, has caused these presents to be duly executed by the undersigned, being a majority of the members of the LLC, in accordance with the Operating Agreement of said LLC, this 9th day of February, 2005.

Wally Properties, L.L.C.

By: John D. Alford
John D. Alford, Operating Manager

2005 11636
Recorded in the Above
Book Book & Page
03-10-2005 08:51:20 AM
Grenda DeShields-Circuit Clerk
Seaton County, AR

ACKNOWLEDGEMENT

STATE OF Arkansas)
COUNTY OF Sebastian)^{SS}

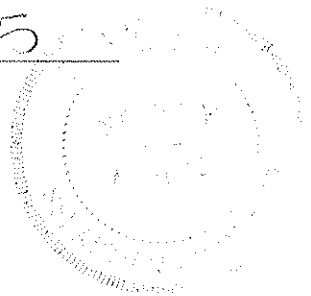
On this 9th day of Feb, 2005, before me, a Notary Public, duly qualified, commissioned and acting within and for the County of Sebastian, appeared in person John D. Alford, Operating Manager of Wally Properties, L.L.C., to me personally well known as the person whose names appear upon the above and foregoing and states that he has executed the same for the consideration and purpose therein mentioned and set forth, and do hereby so certify.

In Testimony Whereof, I have hereunto set my hand and seal as such Notary Public this 9th day of Feb, 2005.

Tina Nelke
Notary Public

My Commission Expires:

4805
SEAL



Seaton County, AR
I certify this instrument was filed on
03-10-2005 08:51:20 AM
and recorded in Book Book
2005 at pages 11630 - 11636
Grenda DeShields-Circuit Clerk