

## EXHIBIT A

### PROPERTY

#### COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Hardwood Properties, LLC. Hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property in the County of Montgomery, State of Arkansas, which is more particularly described as:

See Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, Declarant hereby declares that the property described on attached Exhibit "A" and shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title of interest in the described property or and part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner.

#### ARTICLE I DEFINITIONS

SECTION 1 "Owner" Shall mean and refer to the record owner, Whether one or more persons or entities, of a fee simple title to any property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 2 "Properties" shall mean and refer to that certain real properties hereinafter described.

SECTION 3 "Architectural Control Committee" shall mean and refer to Hardwood Properties, LLC.

SECTION 4 "Declarant" shall mean and refer to Hardwood Properties, LLC its successors and assigns.

#### ARTICLE II RESIDENTIAL AREA COVENANTS

**Section 1 Land Use and Building Type:** All lots shall be used for residential purposes. Except as otherwise provided herein, no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence. No lot as shown on the attached plat shall be single plot. Garages and carports are permitted, but must be identical construction to the single family residence on the property and shall be for the use only of the occupants of the residence to which are appurtenant. Said single-family residences are restricted to contractor-built homes of no less than one thousand (1000) heated square feet. Exterior building materials on the said single family residence shall only be of wood or masonry in nature with



seventy five percent (75%) being wood. No vinyl siding, EIFS or Stucco material is permitted. All building plans must be approved by architectural control committee before construction is authorized. All mobile homes and manufactured homes are strictly prohibited.

**Section 2 Building Location:** No residence, garage shall be located on any lot nearer to the front line or nearer to the side line than the minimum building line shown on the said plat. In any event, no residence, garage shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than eight (8) feet to an interior lot line.

**Section 3 Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. Said easements are subject to the reservations and conditions hereinafter mentioned.

**Section 4 Temporary Structures:** No tents, shack, hutment, barn, or structure of temporary character shall be erected, altered, or permitted to remain in the subdivision; neither shall any garage or outbuilding of any kind on said land at any time be used or occupied as a residence temporarily, or permanently.

**Section 5 General Restrictions:**

- A. No noxious or offensive activity of any kind shall be carried on upon this property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No business or commercial use shall be carried on or permitted in any structure or in any portion of said property. No signs shall be displayed any time within the property except signs advertising the lots for sale, and then such signs shall be the size and type customarily used by real estate brokers for such purposes.
- B. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that of dogs, cats, household pets, may be kept, provided they are maintained in a manner which is neither noxious, offensive nor a nuisance to the neighborhood.
- C. No lot of easement shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All rubbish, trash, garbage or other waste shall be kept only in sanitary containers. Containers for storage of such materials shall be kept in a clean and sanitary condition. Such materials shall not be allowed to accumulate, and must be periodically removed from the premises to a landfill at intervals no less frequent than the schedule or commercial disposal service available to residences of the neighborhood. No burning of such materials is permitted.
- D. No lot in said neighborhood shall be used for the purpose of parking commercial, industrial, or drilling equipment or second-hand automobiles or for the salvage or repair thereof. All automobiles and trucks garaged or kept in the property shall be operable and currently licensed.
- E. No fences shall be erected without prior approval from the architectural control committee.



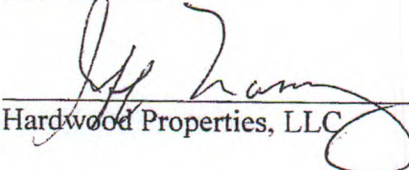
F. No storage buildings, sheds or out buildings of any kind will be permitted.

**Section 6 General Provisions:**

- A. All persons, corporations, and other legally recognized entities who now own or shall hereafter acquire any of the lots in this subdivision shall be deemed to have agreed and convanted with the owners of all other lots in this subdivision to conform to and observe the restrictions, covenants, and stipulations contained herein for a period of twenty-five (25) years from the date these covenants are recorded. At any time, the owner or owners of seventy-five percent (75%) of area of the land hereinbefore described may agree to amend to, modify, remove, or extend these covenants in whole or in part.
- B. The covenants, agreements, and restrictions herein set forth shall run with the land and with the title to the property, and bind all persons who own or shall hereafter acquire any interest in said property.
- C. The invalidation of any one of the covenants, restrictions, or agreements herein contained by the order of a court of a competent jurisdiction shall in no way affect any of the other provisions herein, which will remain in full force and effect.

The undersigned, Hardwood Properties, LLC owner of the said property, does hereby execute this Bill of Assurance for the purposes hereinabove stated.

WITNESS my hand and seal on this 2<sup>nd</sup> day of October in the year of 2008.

  
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Hardwood Properties, LLC

10-2-08  
Date