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DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
RED OAK RIDGE

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This Declaration, made this 18<sup>th</sup> day of November, 1998, by DELTIC TIMBER CORPORATION, ("Developer" or the "Declarant").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described on Exhibit "A" attached to this Declaration (hereafter "The Property") and desires to create a residential, commercial and multi family community with permanent parks, playgrounds, open spaces, landscaped and gated entrances, improvements, lakes, common facilities and possibly bridal paths and equestrian facilities, for the benefit of the community, which shall be known as "Red Oak Ridge."

WHEREAS, Developer desires to provide for the preservation of the values and amenities in Red Oak Ridge and for the maintenance of the parks, playgrounds, open spaces, landscaped and gated entrances, lakes, improvements, common facilities and possibly bridal paths and equestrian facilities; and to this end, desires to subject the Property to these covenants, restrictions, easements, charges and liens, each of which is for the benefit of the Property and each Owner, and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in Red Oak Ridge, to create an association which shall be assigned the powers of maintaining, administering and enforcing these covenants and restrictions and doing all other things necessary to preserve the values and amenities of this community;

WHEREAS, Developer has caused to be incorporated under the laws of the State of Arkansas, as a nonprofit corporation, Red Oak Ridge Property Owners Association, Inc., for the purpose of exercising these functions;

NOW WHEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") set forth:

**FILED**  
DEC 11 1998  
Time 9:00 am.  
VICKI E. RIMA  
By [Signature] D.C.

DEFINITIONS

The following words when used in this Declaration or any supplemental Declaration (unless the context shall indicate a contrary intention) shall have the following meanings:

(a) "Association" shall mean and refer to Red Oak Ridge Property Owners Association, Inc., its successors and assigns.

(b) "The Property" shall mean and refer to that property described on Exhibit "A" which is subject to these Covenants and Restrictions or any Supplemental Covenants and Restrictions under the provisions of Article II.

(c) "Common Area, Lakes and Community Grounds". The parks, lakes, pedestrian paths, playgrounds, landscaped and gated entrances, open spaces, and possibly bridal paths and equestrian facilities and all other real property within Red Oak Ridge reserved by Declarant for the common use of all residents and owners of real property in Red Oak Ridge, and the fixtures thereon and appurtenances thereof. The Common Area, Lakes and Community Grounds shall be deeded to the Association.

(d) "Site" shall mean and refer to any platted lot within the Property which may be purchased by any person or owned by the Developer or any 1/3 acre of unplatted property owned by the Developer within the Property.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Site which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Member" shall mean and refer to any Owner who by virtue of holding fee simple title to any Site is a Member of the Association. If any Owner holds title to more than one Site then the Owner shall hold memberships equal to the number of Sites owned.

(g) "Architectural Control Committee" shall mean the committee appointed pursuant to Section 1 of Article VI hereof.

(h) "Board" shall mean the Board of Directors of the Association.

(l) "Declarant" or "Developer" shall mean Deltic Timber Corporation, its successors and assigns.

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ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

SECTION 1: Existing Property The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Garland, State of Arkansas, and is more particularly described on Exhibit "A", all of which property shall be referred to as "The Property." The Property consists of both platted and unplatted properties and the unplatted portions may be subsequently platted by Developer, as it deems appropriate.

SECTION 2. Additions to Existing Property. Additional lands of the Developer may become subject to these Covenants and Restrictions in the following manner: The Developer shall have the right but not the obligation to bring within the plan of this Declaration additional properties, regardless of whether or not said properties are presently owned by the Developer, in future stages of the development, provided that such additions are in accord with the general plan of development (the "General Plan") which has been prepared prior to the date of these Covenants and Restrictions and prior to the sale of any Site and is maintained in the office of the Declarant, and provided such proposed additions, if made, will become subject to assessments of the Association for their share of expenses, as each Site is sold to an Owner other than Declarant. UNDER NO CIRCUMSTANCES shall these Covenants and Restrictions or any supplement or the General Plan bind the Developer to make the proposed additions or to adhere to the Plan in any subsequent development of land shown on the General Plan. Nor shall the Developer be precluded from conveying lands in the General Plan not subject to these Covenants and Restrictions or any supplement free and clear of these Covenants and Restrictions or any supplement.

(b) The additions authorized shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the plan of the covenants and restrictions of this Declaration to the additional property, and the Owners, including the Developer of Sites in those additions, shall immediately be entitled to all rights and privileges provided in this Declaration.

(c) The Supplemental Declaration may contain those complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration necessary to reflect the different character, if any, of the added properties as are not inconsistent with the Plan of this Declaration. In no event, however, shall such

supplement revoke, modify and add to the covenants established by this Declaration within the Property.

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**SECTION 3. Additions Limited to Developer.** No one other than the Developer shall have the right to subject additional lands to this Declaration of Covenants and Restrictions, unless the Developer shall indicate in writing to the Association that such additional lands may be included.

### ARTICLE III

#### THE ASSOCIATION

Every person, persons or entity who owns any Site, including a builder or contractor, shall be a member of the Association (hereinafter referred to as "Member"), and shall abide by its Articles of Incorporation and By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Site. The Association shall be governed by its Articles of Incorporation and By-Laws.

### ARTICLE IV

#### PROPERTY RIGHTS IN THE COMMON PROPERTIES

**SECTION 1. Members' Easements of Enjoyment.** Every Member shall have a right and easement of enjoyment in and to the Common Areas, Lakes and Community Grounds. This easement of enjoyment shall be appurtenant to and shall pass with the title to every Site, subject to the Articles of Incorporation and the By-Laws of the Association.

**SECTION 2. Title to Common Areas.** The Developer agrees to convey title to the Common Areas, Lakes and Community Grounds to the Association free and clear of all liens and encumbrances except for applicable improvement district assessments within five (5) years after their designation as such on a recorded plat filed in the office of the Circuit Clerk of Garland County, Arkansas.

### ARTICLE V

#### COVENANT FOR MAINTENANCE ASSESSMENTS

**SECTION 1. Creation of Lien and Personal Obligation of Assessments and Special Assessments.** Each Owner, other than Declarant, of any Site by acceptance

of a deed shall be deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments, together with interest and costs of collection, if any, which amounts shall be a charge on the land and shall be a continuing lien upon the Site. Each assessment, together with interest, cost of collection and reasonable attorneys' fees, if any, shall also be the personal obligation of the Owners, other than Declarant, of the Site at the time when the assessment or special assessment becomes due. The personal obligation for delinquent assessments or special assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

The lien for assessments and special assessments shall be subject to and subordinate to the lien of any recorded first mortgage or Deed of Trust.

Assessments for each separate area of development of the Property shall be fixed by the Association in accordance with the Articles of Incorporation and By-Laws of the Association.

In lieu of assessments being imposed upon any Sites owned by the Declarant, the Declarant shall underwrite all reasonable costs for the operation of the Association not covered by assessments paid by Owners of Sites other than Declarant until seventy-five percent (75%) of all Sites are owned by persons or entities other than Declarant. Once seventy-five percent (75%) of all Sites are owned by persons or entities other than the Declarant, the remaining Sites owned by the Declarant shall be subject to the same assessments as Sites by Owners other than the Declarant.

As a result of differing needs and requirements for the maintenance and operation of residential, commercial and multifamily areas, the assessments or charges may be a different amount for each area of development.

SECTION 2. Exempt Property. Common Areas, Lakes and Community Grounds as defined in Article I, all Common Areas, Lakes and Community Grounds subsequently added to the Property and any areas which are designated for the common use of a particular subdivision, and all portions of the Property owned or otherwise dedicated to any political subdivision shall be exempt from the assessments and liens of the Association.

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Designation of Committee. The Association shall have an

Architectural Control Committee, consisting of at least three (3) and not more than five (5) members who shall be natural persons. As long as Developer shall own twenty percent (20%) or more of the areas designated as residential on the General Plan (as defined in the Covenants and Restrictions) or twenty percent (20%) or more of the areas designated as commercial or multi-family on the General Plan, the Members of the Architectural Control Committee, and all vacancies, shall be appointed by Developer. When Developer no longer owns twenty percent (20%) of both of these areas, the Members of the Architectural Control Committee, and all vacancies, shall be appointed by the Board of Directors.

**SECTION 2. Function of Architectural Control Committee.** No Improvement shall be constructed or maintained upon any Site and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and Site plans showing the exterior design, height, building material and color scheme, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee. A copy of the plans, specification, and lot plans as finally approved shall be deposited with the Architectural Control Committee. No trees shall be removed unless such removal is in compliance with the Design Guidelines and rules established by the Architectural Control Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decisions of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

**SECTION 3. Content of Plans and Specifications.** The plans and specifications to be submitted and approved shall include the following:

- (a) a topographical plot showing existing contour grades and showing the location of all improvements, structures, walks, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any applicable change in the lot contours is contemplated.
- (b) Exterior elevations.
- (c) Exterior materials, colors, textures and shapes.
- (d) Structural design.
- (e) Foundation plans.

- (f) Wall sections with ceiling heights.
- (g) Landscaping plan, including mailboxes, walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover.
- (h) Parking area and driveway plan.
- (i) Screening, including Site, location and method.
- (j) Utility connections.
- (k) Exterior illumination, including location and method.
- (l) Fire protection system.
- (m) Signs, including size, shape, color, location and materials.

**SECTION 4. Definition of "Improvement".** Improvement shall mean and include all residences, commercial structures, multi-family structures, buildings, roofed structures, parking areas, fences, walls, hedges, mass plantings, poles, towers, antennae, driveways, lakes, swimming pools, tennis courts, signs, gazebos, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any other new exterior construction or exterior improvement which materially alters the appearance of the property and which may not be included in any of the foregoing. The definition does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which does not materially change exterior colors or exterior appearances.

**SECTION 5. The Basis of Approval.** Approval of plans and specifications shall be based on, among other things, adequacy of Site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and Sites, and conformity to both the specific and general intent of the protective covenants. From time to time the Architectural Control Committee shall establish certain architectural guidelines, which shall be approved by the Board (the "Architectural Guidelines"), and all plans and specifications must comply with Architectural Guidelines then in force and effect. However, the Architectural Control Committee may approve exceptions to the Architectural Guidelines by a unanimous vote. The current Architectural Guidelines shall be available at the office of the Association or the office of the Declarant.

**SECTION 6. Majority Vote.** A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed Improvements.

**SECTION 7. Failure of Committee to Act.** If the Architectural Control Committee fails to approve, disapprove, or reject as inadequate proposed plans and specifications within thirty (30) days after proper written submittal, they shall be deemed approved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them entirely, partially or conditionally approve.

**SECTION 8. Limitation of Liability.** Neither the Declarant, the Association, the Architectural Control Committee nor any of its members shall be liable, in damages or otherwise, to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications.

**SECTION 9. Reasonable Fee.** The Architectural Control Committee may charge any Owner a reasonable fee for its services in reviewing that Owner's proposed plans and specifications.

## ARTICLE VII

### MAINTENANCE

**SECTION 1. Duty of Maintenance.** Owners and occupants (including lessees) of any part of the Property shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Property so owned or occupied, including buildings, improvements and grounds in a well-maintained, safe, clean and attractive condition at all times. Maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse, and waste.
- (b) Lawn mowing.
- (c) Tree and shrub pruning.
- (d) Watering.
- (e) Keeping exterior lighting and mechanical facilities in working order.
- (f) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (g) Keeping parking areas, driveways, and roads in good repair.



- (h) Complying with all governmental health and police requirements.
- (i) Repainting of Improvements.
- (j) Repair of exterior damages to Improvements; and
- (k) Repair of all damage to fences.

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**SECTION 2. Enforcement.** If, in the opinion of the Association any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may provide written notice of that failure, giving the Owner or occupant thirty (30) days from receipt to perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within the thirty-day period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform needed care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any part of the Property on which work is performed shall jointly and severally be liable for the cost of the work and shall promptly reimburse the Association for all costs. If the Association has not been reimbursed within thirty (30) days after invoicing, the indebtedness shall be a debt of all of the Owners and occupants jointly and severally, and shall constitute a lien against that portion of the Property on which work was performed. This lien shall have the same attributes as the lien for assessments and special assessments set forth in Article V, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

## ARTICLE VIII

### COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon all Sites and Common Areas, Lakes and Community Grounds, for the benefit of each other Site and Common Areas, Lakes and Community Grounds, and may be enforced by any Owner or the Association through any remedy available at law or in equity.

1. No garbage, refuse, rubbish, tree limbs, pine straw, leaves or cuttings shall be deposited on any street, road, or Common Area, Lakes or Community Grounds, nor on any Site unless placed in a container suitable for garbage pickup.

2. No building material of any kind or character shall be placed upon any Site except in connection with construction approved by the Architectural Control Committee. Construction shall be promptly commenced and diligently prosecuted.

3. No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street, road, or Common Areas, Lakes, or Community Grounds.

4. Any exterior lighting installed on any Site shall either be indirect or of such controlled focus as intensity and not to disturb the residents or the adjacent property.

5. No animals or poultry shall be kept on any Site or Common Area, Lakes or Community Grounds, except a reasonable number of ordinary domesticated household pets belonging to the household. No commercial breeding of any animal is allowed within Red Oak Ridge. No more than one kennel, for occupancy by no more than three dogs may be allowed on any one Site in Red Oak Ridge.

6. No signs, plaques or communication of any description shall be placed on the exterior of any Site or Common Area, Lakes or Community Grounds, by an Owner unless such signs are in compliance with rules and Design Guidelines established by the Architectural Control Committee.

7. No nuisances or noxious or offensive behavior shall be allowed in Red Oak Ridge nor shall any use or practice be allowed which is a source of annoyance or nuisance to any Owner or which interferes with any Owner's right of quiet enjoyment.

8. No immoral, improper, offensive or unlawful use shall be made of Red Oak Ridge or any part thereof, and all valid laws, zoning, by-laws and regulations of all governmental bodies having jurisdiction shall be observed.

9. Except for property within Red Oak Ridge developed as commercial or multi-family, no portion of a Site (other than the entire Site) may be rented, and no transient may be accommodated therein unless by consent of the Owner.

10. All areas designated on the General Plan as pedestrian or possible equestrian trails shall be used solely for pedestrian and equestrian traffic and no motor vehicles, of any type, shall be allowed on the pedestrian and equestrian trails, except for maintenance and construction purposes being performed by the Association.

11. No garage, carport, driveway or parking area which may be in front of, adjacent to or part of any Site developed for single family residence purposes may be used as a habitual parking place for commercial vehicles. The term "commercial vehicles" shall include all trucks and all automobiles, station wagons, and vehicular equipment which shall bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise.

12. No temporary buildings, quonset huts, trailers, tents, shacks, or privies shall be constructed, erected or parked upon any Site. It is understood that the word "trailer" shall refer to a house or camping trailer which could be temporarily occupied for living purposes, and this restriction shall refer also to truck-mounted campers and travel buses, unless such trailer, erected camper, truck-mounted camper or travel bus is enclosed in a garage. Temporary buildings, improvements or structures used during the construction of an improvement shall be on the same Site as the Improvement, and such shall be removed upon completion of construction of the Improvement.

13. No junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment (except as may be reasonable and customary in connection with the use and maintenance of any Improvements located upon the Property and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Areas, Lakes and Community Grounds) shall be kept upon the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be performed. This restriction shall not apply to vehicles, trailer, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles.

14. The Improvements built on any Site shall comply with the setback restrictions imposed upon the Site on either a recorded plat in the Circuit Clerk's office of Garland County, Arkansas, or in the deed to each purchaser of a Site. Setback restrictions are covenants running with the land.

15. Access easements for installation and maintenance of utilities and drainage facilities and for pedestrian and possible equestrian traffic are reserved in rights of way of drives, roads, and paths, or on the side or rear of each Site as shown on the recorded plat.

16. An Owner hereby grants a right of access to his Site to the Association, any managing agent of the Association, and/or any other person authorized by the Board or the managing agent for the purpose of making inspections or for the purpose of correcting any conditions originating in his Site and threatening another Site or any Common Areas, Lakes or Community Grounds, or for the purpose of performing installations, alterations, or repairs to the parts of the Site over which said persons have control and/or responsibility for maintenance. Requests for such access must be made in advance and entry must be at a time reasonably convenient to the Owner. In case of an emergency, this right of entry shall be immediate whether the Owner is present or not.

17. Chain link or similar fences are in all events strictly prohibited and shall not be used under any circumstances. All fences must be approved by the Architectural Control Committee.

18. No burning of refuse or leaves will be permitted.

19. No firearms shall be discharged within Red Oak Ridge.

20. No hunting shall be allowed within Red Oak Ridge.

21. No fishing or swimming in any lake existing within Red Oak Ridge shall be allowed other than pursuant to rules established by the Association. No use of any possible Equestrian or pedestrian path will be allowed except in compliance with the rules established by the Association.

22. No boats, canoes or any other means of transportation or recreation on water, motorized or non-motorized, shall be allowed on any lake within Red Oak Ridge except in compliance with rules established by the Association.

## ARTICLE IX

### COMMON PROPERTIES

SECTION 1. Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IX, every Member of the Association shall have the right and easement of enjoyment in and to the Common Areas, Lakes and Community Grounds.

SECTION 2. Title to Common Areas, Lakes and Community Grounds. Declarant shall convey Ownership of the Common Areas, Lakes and Community Grounds to the Association, which shall be responsible for their operation and maintenance, within five (5) years after their designation as Common Areas, Lakes and Community Grounds, on a recorded plat filed in the office of the Circuit Court of Garland County, Arkansas.

SECTION 3. Extent of Easements. The rights and easements of enjoyment created shall be subject to the following:

- (a) The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Areas, Lakes and Community Grounds;

- (b) The right of the Association to borrow money for the purpose of improving all or any part of the Common Areas, Lakes and Community Grounds, and to mortgage all or any part of the Common Areas, Lakes and Community Grounds;
- (c) The right of the Association to take reasonably necessary steps to protect all or any part of the Common Areas, Lakes and Community Grounds against foreclosure; and
- (d) The right of the Association to suspend the easements of enjoyment of any Member of the Association during the time any assessment levied under Articles V or VII remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

## ARTICLE X

### PRIVATE ROADWAYS

All roadways within Red Oak Ridge are private access easements for vehicular traffic only and for the use of the owners of Sites in Red Oak Ridge, their guests and invitees. An easement is also hereby granted to the public for access to the Sites in the case of an emergency created by fire, public safety, or other occurrence necessitating access to a Site by any public utility, fire department, police department or other public agency. Additionally, Developer hereby grants to the public utilities the right to use these areas for utility easements provided such public improvements are maintained by said public utilities. The Association shall maintain such private access easements including all private improvements thereon, including but not limited to irrigation, street lights, gated entry and gatehouse.

## ARTICLE XI

### ANNEXATION

Every person, persons or entity that purchases a Site from Developer shall purchase such Site subject to a provision being included in any deed or other document transferring title to said Site, providing that the Owner of the Site, his heirs, successors and assigns, for a period of twenty-five (25) years from the date of the recordation of the Covenants and Restrictions with the Circuit Clerk of Garland County, Arkansas, shall consent to and affirmatively execute and support any petition that may be sponsored by Developer, its successors or assigns, to have the Property comprising Red Oak Ridge, including Sites owned by any Owner in Red Oak Ridge,

annexed into the City of Hot Springs, Garland County, Arkansas, and such provision will constitute a covenant running with the land which will be recited in the Special Warranty Deed from Developer to the Purchaser of any Site within Red Oak Ridge.

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## ARTICLE XII

### GENERAL PROVISIONS

**SECTION 1. Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time the Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these Covenants and Restrictions signed by the then Owners of sixty-five percent (65%) of the Sites has been recorded prior to the commencement of any ten-year period.

**SECTION 2. Amendments.** These Covenants and Restrictions may be amended during the first twenty (20) years from the date of the Declaration, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Sites and thereafter by an instrument signed by the Owners of not less than seventy percent (70%) of the Sites. Any amendment must be properly recorded.

**SECTION 3. Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of mailing. Each purchaser of a Site shall forward a copy of his recorded warranty deed to the Association or its officers.

**SECTION 4. Enforcement.** Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants and Restrictions. Failure by the Association or any Owner to enforce any Covenant or Restriction shall in no event be deemed a waiver of the right to do so thereafter.

**SECTION 5. Severability.** Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 6. Attorney Fee. In any legal equitable proceeding for the enforcement or to restrain the violation of this instrument or any provision thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorney fees in such amount as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

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SECTION 7. Dissolution. The Association may be dissolved with consent given in writing and signed by not less than three-fourths of each class of members as defined in the By-Laws of the Association. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be conveyed and granted and assigned to any nonprofit corporation, association trust, or other organization to be devoted to same or similar purposes.

DELTIC TIMBER CORPORATION

By: Ron L Pearce  
Ron L. Pearce  
President

ATTEST:

W. Bayless Rowe  
W. Bayless Rowe  
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
                                  ) ss.  
COUNTY OF UNION )

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On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named Ron L. Pearce and W. Bayless Rowe, being the President and Secretary, respectively, of Deltic Timber Corporation, and who had been designated by said Deltic Timber Corporation to execute the above instrument, to me personally well known, who stated that they were the President and Secretary of said Deltic Timber Corporation, and were duly authorized in their respective capacities to execute 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 TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18<sup>th</sup> day of November, 1998.

*Lon Cole*  
NOTARY PUBLIC

My commission expires:

March 1, 2002



EXHIBIT A TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF RED OAK RIDGE

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PART OF THE SW1/4, SECTION 25, SE1/4, SECTION 26, NE1/4, SECTION 35 AND NW 1/4, SECTION 36, T-3-S, R-19-W, GARLAND COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 SW1/4, SAID SECTION 26; THENCE S02°32'52"W ALONG THE WEST LINE OF SAID SW1/4 SW1/4 486.06 FT.; THENCE S55°14'24"E, 38.81 FT.; THENCE S85°25'06"E, 29.62 FT.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 426.60 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S78°49'36"E, 97.94 FT.; THENCE S72°14'06"E, 185.20 FT.; THENCE EASTERLY ALONG THE ARC OF A 277.50 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N89°19'11"E, 175.60 FT.; THENCE N70°52'28"E, 10.56 FT.; THENCE EASTERLY ALONG THE ARC OF A 322.50 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N84°43'48"E, 154.46 FT.; THENCE S81°24'53"E, 793.07 FT.; THENCE EASTERLY ALONG THE ARC OF A 277.50 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S87°57'02"E, 63.17 FT.; THENCE N85°30'49"E, 261.52 FT.; THENCE EASTERLY ALONG THE ARC OF A 322.50 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N88°31'15"E, 33.84 FT.; THENCE S88°28'18"E, 144.91 FT.; THENCE NORTHEASTERLY ALONG THE ARC OF A 277.50 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N76°12'21"E, 146.66 FT.; THENCE N60°53'00"E, 214.53 FT.; THENCE EASTERLY ALONG THE ARC OF A 322.50 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N80°12'26"E, 213.44 FT.; THENCE S80°28'08"E, 323.75 FT.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1454.89 FT. RADIUS CURVE TO THE RIGHT A CHORD BEARING AND DISTANCE OF S77°48'53"E, 134.74 FT.; THENCE S75°09'38"E, 217.20 FT.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1454.89 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S69°36'32"E, 281.51 FT.; THENCE S64°03'25"E, 416.85 FT.; THENCE NORTHEASTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N66°36'55"E, 37.92 FT.; THENCE N17°17'15"E, 150.10 FT.; THENCE S72°42'45"E, 40.00 FT. TO THE POINT OF BEGINNING; THENCE S72°42'43"E, 238.41 FT.; THENCE N77°02'20"E, 389.99 FT.; THENCE S85°15'30"E, 506.04 FT.;

THENCE S54°29'06"E, 276.81 FT.; THENCE S32°23'38"E, 253.43 FT.;  
 THENCE S14°05'41"W, 261.78 FT.; THENCE S63°47'38"W, 110.62  
 FT.; THENCE N79°26'57"W, 92.24 FT.; THENCE S41°02'20"W, 53.12  
 FT.; THENCE S67°51'02"W, 269.35 FT.; THENCE N80°08'45"W,  
 78.67 FT.; THENCE S42°53'16"W, 94.20 FT.; THENCE S69°27'38"W,  
 238.36 FT.; THENCE N73°34'55"W, 72.42 FT.; THENCE  
 S73°00'23"W, 223.29 FT.; THENCE N82°17'57"W, 114.03 FT.;  
 THENCE S73°22'16"W, 173.99 FT.; THENCE S88°00'50"W, 134.38  
 FT.; THENCE N01°59'10"W, 224.91 FT.; THENCE NORTHERLY ALONG  
 THE ARC OF A 550.46 FT. RADIUS CURVE TO THE RIGHT, A CHORD  
 BEARING AND DISTANCE OF N02°48'59"E, 92.17 FT.; THENCE  
 N07°37'08"E, 492.60 FT.; THENCE NORTHEASTERLY ALONG THE ARC  
 OF A 25.00 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING  
 AND DISTANCE OF N57°11'53"E, 38.07 FT.; THENCE N16°46'38"E,  
 40.00 FT.; THENCE N73°13'22"W, 9.97 FT.; THENCE  
 NORTHWESTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE  
 TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N27°58'04"W,  
 35.51 FT.; THENCE N17°17'15"E, 159.60 FT. TO THE POINT OF  
 BEGINNING, CONTAINING 29.520 ACRES MORE OR LESS,

AND

PART OF THE S1/2, SECTION 26 AND N1/2 SECTION 35, T-3-S, R-19-  
 W, GARLAND COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED  
 AS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 SW1/4,  
 SAID SECTION 26, THENCE S02°32'52"W ALONG THE WEST LINE OF  
 SAID SW1/4 SW1/4, 623.82 FT.; THENCE N56°27'56"E, 44.00 FT.;  
 THENCE S85°25'06"E, 23.66 FT.; THENCE SOUTHEASTERLY ALONG  
 THE ARC OF A 335.60 FT. RADIUS CURVE TO THE RIGHT, A CHORD  
 BEARING AND DISTANCE OF S76°54'21"E, 99.35 FT.; THENCE  
 S68°23'36"E, 145.09 FT.; THENCE EASTERLY ALONG THE ARC OF A  
 322.50 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND  
 DISTANCE OF S86°21'15"E, 198.90 FT.; THENCE N75°41'06"E,  
 124.55 FT.; THENCE EASTERLY ALONG THE ARC OF A 277.50 FT.  
 RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF  
 N84°39'16"E, 86.53 FT.; THENCE S86°22'34"E, 417.01 FT.; THENCE  
 S81°24'53"E, 347.28 FT.; THENCE EASTERLY ALONG THE ARC OF A  
 322.50 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND  
 DISTANCE OF S87°57'02"E, 73.42 FT.; THENCE N85°30'49"E, 145.57  
 FT.; THENCE EASTERLY ALONG THE ARC OF A 277.50 FT. RADIUS  
 CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF

S85°43'05"E, 84.60 FT.; THENCE S76°56'59"E, 192.73 FT.; THENCE EASTERLY ALONG THE ARC OF A 322.50 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N82°14'47"E, 229.09 FT.; THENCE N61°26'32"E, 312.85 FT.; THENCE EASTERLY ALONG THE ARC OF A 277.50 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N75°45'26"E, 137.22 FT. TO THE POINT OF BEGINNING; THENCE EASTERLY AND CONTINUING ALONG THE ARC OF A 277.50 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N75°45'26"E, 137.22 FT. TO THE POINT OF BEGINNING; THENCE EASTERLY AND CONTINUING ALONG THE ARC OF A 277.50 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S85°11'54"E, 45.76 FT.; THENCE S80°28'08"E, 192.92 FT.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1409.89 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S77°48'53"E, 130.57 FT.; THENCE S 75°09'38"E, 14.42 FT.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S33°14'55"E, 33.40 FT.; THENCE S72°07'02"E, 101.31 FT.; THENCE NORTHEASTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N56°45'05"E, 37.21 FT.; THENCE S75°09'38"E, 51.91 FT.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1409.89 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S73°27'54"E, 83.44 FT.; THENCE S21°13'03"W, 191.69 FT.; THENCE S68°46'57"E, 38.09 FT.; THENCE S21°13'03"W, 40.00 FT.; THENCE N68°46'57"W, 20.00 FT.; THENCE S17°18'10"W, 93.68 FT.; THENCE S07°19'52"W, 122.77 FT.; THENCE S05°41'03"W, 65.07 FT.; THENCE S00°28'28"W, 287.56 FT.; THENCE N87°14'28"E, 22.83 FT.; THENCE S02°45'32"E, 40.00 FT.; THENCE S 87°14'28"W, 20.00 FT.; THENCE S02°45'32"E, 141.95 FT.; THENCE S61°10'39"W, 91.32 FT.; THENCE N89°01'27"W, 91.23 FT.; THENCE S76°22'48"W, 165.67 FT.; THENCE N76°25'29"W, 174.39 FT.; THENCE N38°01'58"W, 161.77 FT.; THENCE N06°16'14"W, 321.40 FT.; THENCE N01°00'32"W, 73.79 FT.; THENCE N 03°30'25"E, 286.69 FT.; THENCE N12°14'07"E, 352.06 FT. TO THE POINT OF BEGINNING, CONTAINING 15.838 ACRES MORE OR LESS,

AND

AN ACCESS EASEMENT ACROSS PART OF THE S1/2 OF SECTION 26 AND N1/2 OF SECTION 35, T-3-S, R-19-W, GARLAND COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 SW1/4, SAID SECTION 26; THENCE S02°32'52"W ALONG THE WEST LINE OF SAID SW1/4 SW1/4 486.06 FT. TO THE POINT OF BEGINNING; THENCE S55°14'24"E, 38.81 FT.; THENCE S85°25'06"E, 29.62 FT.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 426.60 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S78°49'36"E, 97.94 FT.; THENCE S72°14'06"E, 185.20 FT.; THENCE EASTERLY ALONG THE ARC OF A 277.50 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N89°19'11"E, 175.60 FT.; THENCE N70°52'28"E, 10.56 FT.; THENCE EASTERLY ALONG THE ARC OF A 322.50 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N84°43'48"E, 154.46 FT.; THENCE S81°24'53"E, 793.07 FT.; THENCE EASTERLY ALONG THE ARC OF A 277.50 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S87°57'02"E, 63.17 FT.; THENCE N85°30'49"E, 261.52 FT.; THENCE EASTERLY ALONG THE ARC OF A 322.50 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N88°31'15"E, 33.84 FT.; THENCE S88°28'18"E, 144.91 FT.; THENCE NORTHEASTERLY ALONG THE ARC OF A 277.50 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N76°12'21"E, 146.66 FT.; THENCE N60°53'00"E, 214.53 FT.; THENCE EASTERLY ALONG THE ARC OF A 322.50 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N80°12'26"E, 213.44 FT.; THENCE S80°28'08"E, 323.75 FT.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1454.89 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S77°48'53"E, 134.74 FT.; THENCE S75°09'38"E, 217.20 FT.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1454.89 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S69°36'32"E, 281.51 FT.; THENCE S64°03'25"E, 416.85 FT.; THENCE NORTHEASTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N66°36'55"E, 37.92 FT.; THENCE N17°17'15"E, 150.10 FT.; THENCE S72°42'45"E, 40.00 FT.; THENCE S17°17'15"W, 159.60 FT.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S27°58'04"E, 35.51 FT.; THENCE S73°13'24"E, 9.97 FT.; THENCE S16°46'38"W, 40.00 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S57°11'53"W, 38.07 FT.; THENCE S07°37'08"W, 492.60 FT.; THENCE SOUTHERLY ALONG THE ARC OF A 550.46 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S02°48'59"W, 92.17 FT.; THENCE S01°59'10"E, 453.72 FT.; THENCE SOUTHERLY ALONG THE ARC OF A 454.96 FT. RADIUS CURVE TO

THE LEFT, A CHORD BEARING AND DISTANCE OF S05°00'37"E, 48.01 FT.; THENCE S08°02'04"E, 175.57 FT.; THENCE SOUTHERLY ALONG THE ARC OF A 499.96 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S02°27'03"E, 97.29 FT.; THENCE S03°07'58"W, 268.87 FT.; THENCE N86°52'02"W, 45.00 FT.; THENCE N03°07'58"E, 268.87 FT.; THENCE NORTHERLY ALONG THE ARC OF A 454.96 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N02°27'03"W, 88.53 FT.; THENCE N08°02'04"W, 175.57 FT.; THENCE NORTHERLY ALONG THE ARC OF A 499.96 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N05°00'37"W, 52.75 FT.; THENCE N01°59'10"W, 453.72 FT.; THENCE NORTHERLY ALONG THE ARC OF A 595.46 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N02°48'59"E, 99.70 FT.; THENCE N07°37'08"E, 511.53 FT.; THENCE NORTHWESTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N28°13'08"W, 29.27 FT.; THENCE N64°03'25"W, 435.29 FT.; THENCE NORTHWESTERLY ALONG THE ARC OF A 1409.89 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N69°36'32"W, 272.81 FT.; THENCE N75°09'38"W, 51.91 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S56°45'05"W, 37.21 FT.; THENCE N72°07'02"W, 101.31 FT.; THENCE NORTHWESTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N33°14'55"W, 33.40 FT.; THENCE N75°09'38"W, 14.42 FT.; THENCE NORTHWESTERLY ALONG THE ARC OF A 1409.89 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N77°48'53"W, 130.57 FT.; THENCE N80°28'08"W, 192.92 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 277.50 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S80°29'12"W, 181.10 FT.; THENCE S61°26'32"W, 312.85 FT.; THENCE WESTERLY ALONG THE ARC OF A 322.50 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S82°14'47"W, 229.09 FT.; THENCE N76°56'59"W, 192.73 FT.; THENCE WESTERLY ALONG THE ARC OF A 277.50 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N85°43'05"W, 84.60 FT.; THENCE S85°30'49"W, 145.57 FT.; THENCE WESTERLY ALONG THE ARC OF A 322.50 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N87°57'02"W, 73.42 FT.; THENCE N81°24'53"W, 347.28 FT.; THENCE N86°22'34"W, 417.01 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 277.50 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S84°39'16"W,

86.53 FT.; THENCE S75°41'06"W, 124.55 FT.; THENCE WESTERLY ALONG THE ARC OF A 322.50 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N86°21'15"W, 198.90 FT.; THENCE N68°23'36"W, 145.09 FT.; THENCE NORTHWESTERLY ALONG THE ARC OF A 335.60 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N76°54'21"W, 99.35 FT.; THENCE N85°25'06"W, 23.66 FT.; THENCE S56°27'56"W, 44.00 FT. TO A POINT ON THE WEST LINE OF SAID SW1/4 SW1/4, SECTION 26; THENCE N02°32'52"E ALONG SAID WEST LINE, 137.76 FT. TO THE POINT OF BEGINNING, CONTAINING 8.318 ACRES MORE OR LESS.

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**CERTIFICATE OF RECORD**  
I, J. B. [Name], County Clerk and Ex-  
traordinary Recorder for [County], when  
asked to examine the foregoing plat, do hereby  
certify that the same is in conformity with the  
laws of this State and that the same is a true and  
correct copy of the original as filed in my office.  
Witness my hand and seal at [City], this [Day] day  
of [Month], 19[Year].

J. B. [Name]  
County Clerk

BOOK 2704 PAGE 0971

44250-81

**FILED**  
 JUN 05 2006  
 TIME *4:02 PM*  
 VICKI E. HARRIS  
 CLERK

**FIRST SUPPLEMENT TO  
 DECLARATION OF COVENANTS AND RESTRICTIONS OF  
 RED OAK RIDGE**

This First Supplement to Declaration of Covenants and Restrictions of Red Oak Ridge is made this ~~20<sup>th</sup>~~ day of December, 2005, by Deltic Timber Corporation, formerly Deltic Farm & Timber Co., Inc. (the "Developer" or the Declarant").

WHEREAS, Developer caused to be filed in the Office of the Circuit Clerk and Ex-Officio Recorder of Garland County, Arkansas, that certain Declaration of Covenants and Restrictions of Red Oak Ridge (the "Declaration of Covenants and Restrictions") on December 11, 1998, in Volume 1842 at page 848, creating a community known as Red Oak Ridge; and

WHEREAS, Article II of said Declaration of Covenants and Restrictions specifically provides that the Developer has the right to bring within the Plan of the Declaration of Covenants and Restrictions additional properties provided such additions are in accord with the general plan of development; and

WHEREAS, Developer files this First Supplement to Declaration of Covenants and Restrictions for the purpose of adding additional property to the community known as Red Oak Ridge.

NOW, THEREFORE, the Developer hereby dedicates and declares that the property described on Exhibit "A" attached hereto and made a part hereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration of Covenants and Restrictions, and all supplements thereto, and such Property herein described on Exhibit "A" shall be forever known as and constitute a part of the community of Red Oak Ridge.

EXECUTED on the date first mentioned above.

Attest:

DELTAIC TIMBER CORPORATION

W. Bayless Rowe  
 W. Bayless Rowe, Secretary

By: Ray C. Dillon  
 Ray C. Dillon, President

BOOK 2704 PAGE 0372

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF UNION

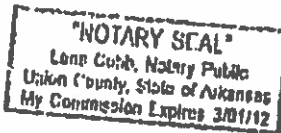
On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named Ray C. Dillon and W. Bayless Rowe being the President and Secretary, respectively, of DELTIC TIMBER CORPORATION and who had been designated by said DELTIC TIMBER CORPORATION, INC. to execute the above instrument, to me personally well known, who stated they were the President and Secretary of said DELTIC TIMBER CORPORATION and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said DELTIC TIMBER CORPORATION, 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 TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20<sup>th</sup> day of December, 2005.

*Anna C. ...*  
Notary Public

My Commission Expires:

3/31/12





## EXHIBIT A

BOOK 2704 PAGE 0973

## RED OAK - DELLMERE

PART OF THE W 1/2 OF SECTION 25 AND PART OF THE E 1/2 OF SECTION 26, T-3-S, R-19-W, GARLAND COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, BLOCK 5, RED OAK RIDGE, GARLAND COUNTY, ARKANSAS; THENCE N32°23'38"W ALONG THE EAST LINE OF SAID LOT 9, 253.43 FT. TO THE NORTHERNMOST CORNER THEREOF; THENCE N54°29'06"W ALONG THE NORTH LINE OF LOTS 8 AND 7, SAID BLOCK 5, 276.81 FT.; THENCE N85°15'30"W CONTINUING ALONG THE NORTH LINE OF LOT 7 AND ALONG THE NORTH LINE OF LOTS 6 AND 5, SAID BLOCK 5, 506.04 FT. TO THE NORTHEAST CORNER OF LOT 4, SAID BLOCK 5; THENCE S77°02'20"W ALONG THE NORTH LINE OF SAID LOT 4 AND ALONG THE NORTH LINE OF LOTS 3 AND 2, SAID BLOCK 5, 389.99 FT. TO THE NORTHEAST CORNER OF LOT 1, SAID BLOCK 5; THENCE N72°42'45"W ALONG THE NORTH LINE OF SAID LOT 1 EXTENDED, 278.41 FT. TO A POINT ON THE WEST LINE OF A 40.00 FT. WIDE PRIVATE ROADWAY BASEMENT SHOWN ON THE PLAT AS DELLMERE BLVD.; THENCE S17°17'15"W ALONG SAID WEST LINE, 150.10 FT.; THENCE SOUTHWESTERLY CONTINUING ALONG SAID WEST LINE BEING THE ARC OF A 25.00 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S66°36'55"W, 37.92 FT. TO A POINT ON THE NORTH LINE OF A 45.00 FT. WIDE PRIVATE ROADWAY BASEMENT SHOWN ON THE PLAT AS OAK RIDGE BLVD.; THENCE WESTERLY ALONG SAID NORTH LINE THE FOLLOWING: (1) N64°03'25"W, 416.85 FT.; (2) NORTHWESTERLY ALONG THE ARC OF A 1454.89 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N69°36'32"W, 281.51 FT.; (3) N75°09'38"W, 217.20 FT. AND (4) NORTHWESTERLY ALONG THE ARC OF A 1454.89 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N77°23'45"W, 113.48 FT.; THENCE N19°13'11"E, 458.50 FT. TO A POINT ON THE NORTH LINE OF THE SW 1/4 SE 1/4, SAID SECTION 26; THENCE S87°00'08"E ALONG SAID NORTH LINE 513.88 FT. TO THE NORTHEAST CORNER OF SAID SW 1/4 SE 1/4; THENCE S85°46'50"E ALONG THE NORTH LINE OF THE SE 1/4 SE 1/4, SAID SECTION 26, 277.56 FT.; THENCE S02°39'05"W, 175.01 FT.; THENCE S85°26'00"E, 166.40 FT.; THENCE N10°04'05"E, 43.77 FT.; THENCE S79°55'55"E, 80.00 FT.; THENCE S10°04'05"W, 36.07 FT.; THENCE S85°26'00"E, 159.05 FT.; THENCE N00°25'06"W, 73.51 FT.; THENCE S88°01'01"E, 423.40 FT.; THENCE N80°46'05"E, 269.67 FT.; THENCE S88°06'46"E, 611.50 FT. TO A POINT ON THE NORTH LINE OF THE SW 1/4 SW 1/4, SAID SECTION 25; THENCE S85°46'50"E ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF THE SE 1/4 SW 1/4, SAID SECTION 25, 242.92 FT.; THENCE S34°54'03"W, 198.56 FT.; THENCE S44°35'59"E, 67.68 FT.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 275.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S45°43'19"E, 10.77 FT.; THENCE S43°09'20"W, 216.89 FT.; THENCE N70°17'00"W, 106.03 FT.; THENCE N83°38'34"W, 143.22 FT.; THENCE S66°25'51"W, 48.12 FT.; THENCE S53°09'53"E, 193.67 FT.; THENCE S37°49'02"W, 60.54 FT.; THENCE

BOOK 2704 PAGE 0374

N77°38'36"W, 287.25 FT.; THENCE S33°27'32"W, 31.15 FT.; THENCE S47°32'59"E, 206.16 FT.; THENCE S16°26'59"E, 124.14 FT.; THENCE S33°22'42"W, 260.14 FT.; THENCE S48°49'57"W, 33.83 FT.; THENCE S82°11'32"W, 31.31 FT.; THENCE N61°33'09"W, 228.46 FT.; THENCE N66°51'06"W, 153.90 TO THE POINT OF BEGINNING, CONTAINING 45.4495 ACRES MORE OR LESS.

CH/20070809/0814/0943

Vicki E. Rima-Circuit Clerk  
Garland County, AR  
Term/Cashier: CASH3/ELGAR  
02/03/2009 9:27AM  
Tran: 4033  
Total Fees: \$25.00  
Book 3029 Page 614

**SECOND SUPPLEMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
RED OAK RIDGE**

This Second Supplement to Declaration of Covenants and Restrictions of Red Oak Ridge is made this 26<sup>th</sup> day of January, 2009, by Deltic Timber Corporation, a Delaware corporation (the "Developer" or the "Declarant").


WHEREAS, Developer caused to be filed in the Office of the Circuit Clerk and Ex-Officio Recorder of Garland County, Arkansas, that certain Declaration of Covenants and Restrictions of Red Oak Ridge on December 11, 1998, in Volume 1842 at page 848 and First Supplement to Declaration of Covenants and Restrictions of Red Oak Ridge on June 5, 2006 in Volume 2704 at page 971 (collectively, "Declaration of Covenants and Restrictions") creating a community known as Red Oak Ridge; and

WHEREAS, Article II of said Declaration of Covenants and Restrictions specifically provides that the Developer has the right to bring within the Plan of the Declaration of Covenants and Restrictions additional properties provided such additions are in accord with the general plan of development; and

WHEREAS, Developer files this Second Supplement to Declaration of Covenants and Restrictions for the purpose of adding additional property to the community known as Red Oak Ridge.

NOW, THEREFORE, the Developer hereby dedicates and declares that the property described on Exhibit "A" attached hereto and made a part hereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration of Covenants and Restrictions, and all supplements thereto, and such Property herein described on Exhibit "A" shall be forever known as and constitute a part of the community of Red Oak Ridge.

EXECUTED on the date first mentioned above.

Attest:   
\_\_\_\_\_  
Phillip A. Pesek, Secretary

DELTIC TIMBER CORPORATION


By:   
\_\_\_\_\_  
Ray C. Dillon, President

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 )ss.  
COUNTY OF UNION )

On this day before me, a Notary Public, duly commissioned, qualified and acting within being the President and Secretary, respectively, of DELTIC TIMBER CORPORATION and who had been designated by said DELTIC TIMBER CORPORATION to execute the above instrument, to me personally well known, who stated they were the President and Secretary of said DELTIC TIMBER CORPORATION and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said DELTIC TIMBER CORPORATION, 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 TESTIMONY WHEREOF, I have hereunto set my hand and seal this 26<sup>th</sup> day of January, 2009.

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

My Commission Expires:  
August 26, 2016



RED OAK RIDGE  
GARDENS GATE, PHASE II

PART OF THE S1/2 OF SECTION 26 AND PART OF THE N1/2 OF SECTION 35, T-3-S,  
R-19-W, GARLAND COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT B, BLOCK 1, RED OAK RIDGE,  
AN ADDITION TO GARLAND COUNTY, ARKANSAS; THENCE EASTERLY AND  
SOUTHERLY ALONG THE SOUTH AND WEST LINE A 45 FT. WIDE PRIVATE  
ROADWAY EASEMENT THE FOLLOWING:

(1) EASTERLY ALONG THE ARC OF A 1409.89 FT. RADIUS CURVE TO THE RIGHT, A  
CHORD BEARING AND DISTANCE OF S67°54'47"E, 189.64 FT.; (2) S64°03'25"E, 435.29  
FT.; (3) SOUTHEASTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE  
RIGHT, A CHORD BEARING AND DISTANCE OF S28°13'08"E, 29.27 FT.; (4)  
S07°37'08"W, 511.53 FT.; (5) SOUTHERLY ALONG THE ARC OF A 595.46 FT. RADIUS  
CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S02°48'59"W, 99.70 FT.  
AND (6) S01°59'10"E, 79.78 FT.; THENCE N74°09'37"W, 30.96 FT.; THENCE S82°05'19"W,  
161.54 FT.; THENCE N66°13'43"W, 167.13 FT.; THENCE S57°30'33"W, 152.62 FT.;  
THENCE N76°46'19"W, 151.35 FT. TO THE SOUTHEAST CORNER OF LOT 31, SAID  
BLOCK 1, RED OAK RIDGE; THENCE N02°45'32"W ALONG THE EAST LINE OF SAID  
LOT 31, 141.95 FT. TO THE NORTHEAST CORNER THEREOF; THENCE N87°14'28"E  
ALONG THE SOUTH LINE OF A 40.00 FT. WIDE PRIVATE ROADWAY EASEMENT  
RECORDED AS RIVER OAKS CIRCLE, 20.00 FT.; THENCE N02°45'32"W, 40.00 FT. TO A  
POINT ON THE NORTH LINE OF RIVER OAKS CIRCLE; THENCE S87°14'28"W ALONG  
SAID NORTH LINE, 22.83 FT. TO THE SOUTHEAST CORNER OF LOT 9, BLOCK 3,  
SAID RED OAK RIDGE; THENCE N00°28'28"E ALONG THE EAST LINE OF LOTS 9, 10,  
11 AND 12, SAID BLOCK 3, 287.56 FT. TO THE NORTHEAST CORNER OF SAID LOT 12;  
THENCE N05°41'03"E ALONG THE EAST LINE OF LOT 13, SAID BLOCK 3, 65.07 FT. TO  
THE NORTHEAST CORNER THEREOF; THENCE N07°19'52"E ALONG THE EAST LINE  
OF LOTS 14 AND 15, SAID BLOCK 3, 122.77 FT. TO THE NORTHEAST CORNER OF  
SAID LOT 15; THENCE N17°18'10"E ALONG THE EAST LINE OF LOT 1, SAID BLOCK 3,  
93.68 FT. TO THE NORTHEAST CORNER THEREOF; THENCE S68°46'57"E ALONG THE  
SOUTH LINE OF SAID RIVER OAKS CIRCLE, 20.00 FT.; THENCE N21°13'03"E, 40.00 FT.  
TO A POINT ON THE NORTH LINE OF RIVER OAKS CIRCLE; THENCE N68°46'57"W  
ALONG SAID NORTH LINE, 38.09 FT. TO THE SOUTHEAST CORNER OF LOT 1, SAID  
BLOCK 1, RED OAK RIDGE; THENCE N21°13'05"E ALONG THE EAST LINE OF SAID  
LOT 1 AND ALONG THE EAST LINE OF SAID TRACT B, BLOCK 1, 191.69 FT. TO THE  
POINT OF BEGINNING, CONTAINING 12.5723 ACRES MORE OR LESS.

Garland County, AR  
I certify this instrument was  
filed on 02/03/2009 8:27AM  
and recorded in DEED Book  
3029 at pages 0614 - 0616  
Vicki E. Rima-Circuit Clerk  
• *VR*  
-----by DC