

27
56422

FILED FOR RECORD ON THE 15th DAY OF Sept. 20, 2006 AT 9:00 AM. M. VICKI E. HIMA, CLERK. Instruct: Dwight (Gardner) 175 Appl. 175 Oct 2 1901

NATURAL SPRINGS SUBDIVISION

BILL OF ASSURANCE AND AMENDED USE RESTRICTIONS

FEBRUARY 1, 2006

2745 0770

The Use Restrictions for Natural Springs Subdivision recorded in Volume 1598, Pages 709 through 712 of the Official Records of Garland County, State of Arkansas, are amended as of the 1st day of February, 2006, by the undersigned Property Owners of Natural Springs Subdivision, representing a majority of the total number of property owners as provided in Section 32 of these Use Restrictions, to read as follows:

Section 1. CREATION OF THE ASSOCIATION, LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Natural Springs Property Owners Association is established as NSPOA, Inc., an Arkansas Non-Profit Corporation. NSPOA, Inc., under its by-laws, shall issue one share of its Common Stock to the Owner of each Tract purchased from Natural Springs Inc., or Alice J. Schultz, and/or heirs (hereinafter referred to as "AJS/heirs"), with a maximum of sixty five (65) shares to be issued.

For property owner matters to be voted on, NSPOA, Inc. members shall be entitled to one vote/Tract owned (one vote per share).

AJS/heirs, for purposes of membership in NSPOA, Inc. are considered to be the successors to Natural Springs, Inc. under the provisions of these Use Restrictions. AJS/heirs, unless they subsequently acquire ownership of a tract(s) for purposes other than resale in the development of Natural Springs Subdivision, are not members of NSPOA, Inc., have no Common Stock Ownership in NSPOA, Inc., have no voting rights in NSPOA, Inc., and are exempt from any assessments levied by NSPOA, Inc..

Except for the provision above pertaining to AJS/heirs, each Owner of any Tract in existence on the effective date of these Amendments, and each Owner of any Tract by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to NSPOA, Inc. annual assessments or charges, such assessments to be established and collected as hereinafter provided. If not paid as provided herein, the annual assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, if not paid, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person(s) who is the Owner of such property at the time when the assessment was made. The personal obligation for the delinquent assessment and related costs shall not pass to the successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by NSPOA, Inc. may be used for the maintenance of the Common Area, which shall consist of roads and road easements, the lake, easements around the lake area as stated in Section 23, any Natural Springs Subdivision

property deeded to NSPOA, Inc., or for such other necessary expenses of NSPOA, Inc. as determined by the Board of Directors.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Prior to the date of this Amendment, no assessments were made by the Property Owners Association. Effective with the date hereof, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Tract. The calendar year shall be the twelve (12) month period beginning July 1, 2002 and ending June 30, 2003. From and after this twelve month period, the assessment will be for an annual period beginning July 1 and ending June 30 of each succeeding twelve (12) month period. The annual assessment will be established each subsequent year by the Board of Directors of NSPOA, Inc., but may not be increased more than five percent (5%) each year by the Board of Directors unless approved by two thirds (2/3) of the Common Stock shareholders who are voting in person or by proxy at a Special Shareholders Meeting duly called for this purpose.

Section 4. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments as provided herein shall begin July 1, 2002 for Owners acquiring property and becoming shareholders of NSPOA, Inc. on that date, and for all Tracts sold by AJS/heirs after that date, the assessment shall commence on the first day of the month following the conveyance of the Tract to the new Owners. The annual assessment for the year in which the Tract is acquired shall be prorated according to the number of months remaining in the annual period. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. Upon demand, and for a reasonable charge, NSPOA, Inc. shall furnish a certificate signed by an authorized Officer of the Corporation setting forth whether the assessments on a specified Tract have been paid. A properly executed certificate of the Corporation as to the status of assessments on a Tract is binding upon the Corporation as of the date of its issuance.

Section 5. EFFECT OF NONPAYMENT OF ASSESSMENTS. Any assessment not paid within thirty (30) days after the due date established by the Board of Directors of NSPOA, Inc. shall bear interest from the due date at the rate of ten percent (10%) per annum. NSPOA, Inc. may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided herein by the non-use of the Common Areas or abandonment of his Tract.

Section 6. LAND USE AND BUILDING TYPE. No Tract shall be used except for residential purposes. No business of any nature or kind shall at any time be conducted in any building located on any of said Tracts, other than a quiet home office, that does not post signage or invite commercial traffic. No building shall be erected, altered, placed or permitted to remain on any Tract other than a single family dwelling, and out buildings as authorized herein. The single-family residence shall not be more than two stories in height, excluding basement area. No Mobile Homes or Manufactured Homes of any kind shall be permitted.

Section 7. ARCHITECTURAL CONTROL. No dwelling or structure shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structure, including landscaping, have been approved by NSPOA, Inc. as to quality

of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. NSPOA, Inc. shall not unreasonably withhold approval of any plans submitted, and shall act in a timely manner to evaluate any required submissions.

Section 8. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any tract at a cost of less than \$50.00 per square foot of heated space, based upon cost levels prevalent on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The heated area of the main structure, exclusive of one-story open porches and garages shall not be less than 1,000 square feet.

Section 9. BUILDING LOCATION. No lot shall be subdivided and no more than one dwelling shall be permitted on any one tract. The size of all driveway culverts shall be designated by the NSPOA, Inc.

Section 10. EASEMENTS. All property owners acquiring Tracts shall have an easement for ingress and egress over all roads. Easements for installation and maintenance of utilities and sewer facilities are reserved over, across and under the front twenty (20) feet of each Tract, and the rear twenty (20) feet of each Tract. An easement ten (10) feet in width is reserved adjacent to the lake for fishing purposes.

Section 11. NUISANCES. No noxious or offensive activities 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.

Section 12. TEMPORARY STRUCTURES. No structures of a temporary character, motor home, trailer, basement, tent, shack, garage, barn or other out building shall be used on any tract at any time as a residence either temporarily or permanently.

Section 13. OUT BUILDINGS. Metal outbuildings are allowed.

Section 14. SIGNS. No sign of any kind shall be displayed to the public view on any tract, except, one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

Section 15. OWNER RESPONSIBILITY. Any property owner shall ensure that any contractor performing services for the property shall comply with the provisions herein.

Section 16. CONTRACTOR RESPONSIBILITY. No contractor shall damage in any way the utilities or streets in any manner.

Section 17. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Tract. No derrick or structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Tract. It is acknowledged that all oil, gas, mineral and mineral rights are reserved by a previous grantor.

Section 18. PETS, LIVESTOCK AND POULTRY. Neither dogs, cats, livestock, poultry, nor any other animals may be kept, maintained or bred for any commercial purposes in Natural Springs Subdivision. Dogs, cats and other animals that are legitimate household pets, as well as livestock or poultry kept for a Property Owner's own use, must be well cared for, kept under control of the Owner at all times, and not allowed to "free range" or otherwise in any way to become a nuisance to any neighbor. Other than horse-barns or horse-stables, animal pens or cages of any type (i.e. a dog pen, rabbit hutch, etc.) are not permitted at any time at any location that is visible from the front of the Tract.

Section 19. GARBAGE AND REFUSE DISPOSAL. No lot or easement 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 materials shall be kept in a clean and sanitary condition, and not be permitted at any time at a location which is visible from the front of the Tract.

Section 20. WATER SUPPLY. Individual water supply system shall be permitted on Tracts in accordance with the Rules and Regulations of the Arkansas State Board of Health.

Section 21. SEWAGE DISPOSAL. Individual sewage disposal systems shall be installed in accordance with the rules and regulations of the Arkansas State Board of Health.

Section 22. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any Tract corner within the triangular area formed by the street property lines and the line connecting them at points 15 feet from the intersection of street right of way 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 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 23. LAKE AREA. The lake area is for the exclusive use of the members of NSPOA, Inc. and their invited guests, who shall have an easement for ingress and egress thereto. No motors shall be permitted on any boats on the lake except for electric trolling motors.

Section 24. BUILDERS. All building must be performed by competent builders.

Section 25. TRACT AND HOME MAINTENANCE. All property owners shall maintain their property in accordance with the guidelines established by the Board of Directors of NSPOA, Inc.

Section 26. COMPLETION OF CONSTRUCTION. Any dwelling must be completed in its entirety within a period of one year from date such construction is commenced.

Section 27. PRIVATE PROPERTY STORAGE/PARKING. No personal property including abandoned or unused motor vehicles shall be parked or permitted to remain on any Tract or within the road or common areas of the subdivision. Owners or permanent residents are prohibited from parking on the road.

Section 28. TERM OF COVENANTS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

Section 29. ENFORCEMENT OF COVENANTS. For the purposes herein, complaints regarding nuisances or variances to the Use Restrictions as set forth herein shall be presented in writing to the Board of Directors of NSPOA, Inc.. The Board shall consider such complaint(s). If a nuisance or variance is deemed to exist, the Board shall advise the owner of the tract upon which the nuisance or variance exists in writing of such complaint(s). The owner shall first be allowed a reasonable time as set forth in said writing to remove or remedy the nuisance or variance before further action is taken.

NSPOA, Inc. shall have the right to enforce the provisions herein. Enforcement shall be by whatever action under the law available to NSPOA, Inc., and shall be determined by the Board of Directors of NSPOA, Inc. at their sole discretion.

Section 30. SEVERABILITY OF COVENANTS. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 31. ROADS DISCLOSURE. The roads are currently private and for the use of residents and authorized guests only. The County will not obligate for maintenance or improvements until the roads meet County specifications and have been accepted by the County.

Unless any particular road improvement responsibilities are specifically assumed by NSPOA, Inc. or by Garland County, individual lot owners should understand that any desired road improvement or maintenance is an individual responsibility, and must be accomplished in compliance with any applicable provisions of the Use Restrictions.

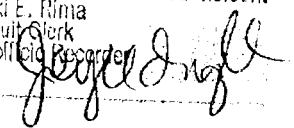
Section 32. AMENDMENT TO COVENANTS AND USE RESTRICTIONS. These covenants may be amended at any time after the effective date of this Amendment by an instrument executed by owners of a majority of the Tracts in Natural Springs Subdivision, ~~except that any Amendment~~ must be approved by the majority of the Shareholders of NSPOA, Inc.

CERTIFICATE OF RECORD
I, Vicki E. Rima, Circuit Clerk and Ex-officio Recorder of Garland County, Arkansas, do hereby certify that this instrument was filed for record in my office as indicated above and is now duly recorded with the acknowledgment and certificate thereon in Record Book and Page as indicated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court on the date indicated herein.

Vicki E. Rima
Circuit Clerk
Ex-officio Recorder

BY _____



Dwight Chandler
Dwight Chandler
President, NSPOA, Inc.

Chelsea Chandler
Chelsea Chandler
Secretary, NSPOA, Inc.

SUBSCRIBED AND SWORN TO before me this 15th day of
September, 2006.

Betty Taylor
Notary Public

My Commission Expires:

