

DECLARATION OF COVENANTS AND RESTRICTIONS

OF
WILDWOOD PLACE

2014043312 Received: 7/29/2014 9:08:54 AM
Recorded: 07/29/2014 09:15:24 AM Filed &
Recorded in Official Records of Larry Crane
PULASKI COUNTY CIRCUIT/COUNTY CLERK
Fees \$140.00

This Declaration, made this 21st day of July, 2014, by DELTIC TIMBER CORPORATION, a Delaware corporation ("Developer" or the "Declarant").

WITNESSETH: PLAT # 2014043313

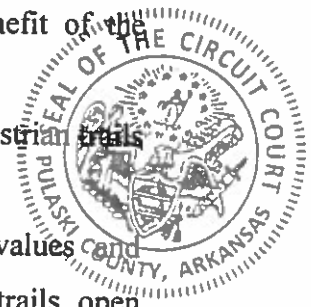
WHEREAS, Developer is the owner of the real property described on Exhibit "A" attached to this Declaration, shown and described on the Plat, hereinafter mentioned as Lots 1-10, 43, Block 1, Lots 1-6, 18-23, Block 2, and Tracts A, B and C, Block 1, Wildwood Place, an addition to the City of Little Rock, Arkansas (hereinafter the "Property" or "Wildwood Place") and desires to create a community with improvements, including a park, pool area, pedestrian trails, open spaces, landscaped areas and Tracts, hereinafter defined, for the benefit of the community, which shall be known as "Wildwood Place";

WHEREAS, the time, place and manner within which the park, pool and pedestrian trails are constructed are solely within the discretion of Developer;

WHEREAS, Developer desires to provide for the preservation of the values and amenities in Wildwood Place and for the maintenance of any park, pool, pedestrian trails, open spaces, landscaped public entrances and Tracts; and to this end, desires to subject the Property to these covenants, restrictions, easements, charges and liens, as hereinafter defined ("Covenants and Restrictions"), each of which is for the benefit of the Property, the Developer, each Owner of any Lot, Site or Tract in Wildwood Place, and the Wildwood Place Property Owners Association, Inc.; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in Wildwood Place, to create a property owners association which shall have the power of maintaining, administering and enforcing these Covenants and Restrictions and doing all other things necessary to preserve the values and amenities of this community; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of Arkansas, as a nonprofit corporation, Wildwood Place Property Owners Association, Inc., for the purpose of having the right to exercise these powers and functions; and



WHEREAS, the Property is subjected to these Covenants and Restrictions to ensure proper use and appropriate development and improvement of the Property and every part thereof; to guard against the erection thereon of Dwellings, Structures or Improvements, all as hereinafter defined, built of improper or unsuitable materials; to ensure adequate and reasonable development of the Property and the use and enjoyment of property ownership therein; to encourage the erection of attractive Improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvement; to secure and maintain proper setbacks from streets, and adequate free spaces between Structures; and in general to provide adequately for a type and quality of Improvements in Wildwood Place consistent with these Covenants and Restrictions; and to ensure desired standards of maintenance and operation of the Common Use Areas and Tracts for the benefit of all Lot Owners of Wildwood Place. It is the intention and purpose of these Covenants and Restrictions to ensure that all Dwellings, Structures and Improvements, as hereinafter defined, in Wildwood Place shall be of a quality of design, workmanship, and materials approved by the Architectural Control Committee, hereinafter defined. It is understood and agreed that the purpose of architectural control is to secure an attractive harmonious residential development having continuing appeal and, in an effort to ensure the same, the quality of architectural design will be considered; and

WHEREAS, it is deemed advisable that all of the Property shown on the Plat, hereinafter defined, be subdivided into building Lots, Tracts and streets as shown on the Plat filed herewith, and that said Property be held, owned and conveyed subject to the protective Covenants and Restrictions herein contained, in order to enhance the value of Wildwood Place.

NOW THEREFORE, Declarant, for and in consideration of the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value, has caused to be made a Plat, showing a survey made by Paul M. White, Registered Land Surveyor dated 7/29/84, and showing the boundaries and dimensions of the Property now being subdivided into Lots, Tracts and streets (the "Plat").

There are shown on said Plat certain easements for access, which Declarant hereby reserves to and for the use of Declarant, its successors and assigns, each Owner of any Lot or Site and the Wildwood Place Property Owners Association, Inc., all of which are more specifically defined in Article V hereof. There are also shown on said Plat certain easements for utilities which Declarant will hereby grant to and for the use of public utilities in accordance with

further terms and conditions of these Covenants and Restrictions, the same being, without limiting the generality of the foregoing, electric power, gas, water, sewer, communication, including, but not limited to, telephone, and cable television, with the right hereinafter granted to the persons, firms or corporations engaged in the supplying of such utilities to use and occupy such easements, and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

The areas designated on the Plat as Tracts are hereby donated and dedicated by Declarant and an easement is hereby granted to the Owners of all Lots and Sites within Wildwood Place to use, subject to further terms and conditions of the Plat, these Covenants and Restrictions and the U.S. Army Corps of Engineers' restrictions described in Article V hereof, for aesthetic purposes and the Wildwood Place Property Owners Association, Inc. shall maintain such Tracts and any improvements located thereon at its sole cost. Additionally, Declarant hereby grants, in accordance with further conditions contained herein, to the public utilities the right to use these Tracts only for utility easements provided such improvements are maintained by said public utilities. No improvements shall be placed on the areas designated as a Tract, other than improvements for those designated purposes, unless in compliance with Article V hereof, with other terms and conditions of these Covenants and Restrictions, the Plat and the U.S. Army Corps of Engineers' restrictions described in Article V hereof, and approved by governmental agencies, if required, Developer, Wildwood Place Property Owners Association, Inc. and the Architectural Control Committee ("Architectural Control Committee") established pursuant to these Covenants and Restrictions and By-Laws of Wildwood Place Property Owners Association, Inc.

The filing of this Declaration of Covenants and Restrictions for record in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County shall be a valid and complete grant, delivery and dedication of the easements subject to the limitations herein set out.

The lands embraced in the Plat shall be forever known as Lots 1-10, 43, Block 1, Lots 1-6, 18-23, Block 2, and Tracts A, B and C, Block 1, Wildwood Place, Pulaski County, Arkansas; and any and every deed of conveyance of any Lot or Tract in Wildwood Place describing the same by the number or letter shown on said Plat shall always be deemed a sufficient description thereof.

NOW, THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions herein set forth:

ARTICLE I
DEFINITIONS

ARCHITECTURAL CONTROL COMMITTEE. The committee so designated and described in Article IV hereof.

ASSOCIATION. The Wildwood Place Property Owners Association, Inc., described in Article X hereof.

BOARD. Board shall mean the Board of Directors of the Association.

COMMON USE AREAS. The park, pool, pedestrian paths and other real property within Wildwood Place reserved, now or in the future, by Declarant for the common use of all residents and Owners of Lots in Wildwood Place, and the fixtures thereon and appurtenances thereof. The Common Use Areas include those areas identified on the Plat as Tracts. Any Improvements, other than those installed by utilities pursuant to Article V hereof, made on the Common Use Areas shall be initially owned by the Declarant but maintained by the Association. At a time solely determined by Developer, any or all of the Common Use Areas or Tracts now or hereafter reflected in the Covenants and Restrictions, or any amendment or supplement thereto, and any Improvements located thereon, may be conveyed by the Developer to the Association and the Association is obligated to accept such conveyance.

DECLARANT OR DEVELOPER. Deltic Timber Corporation, its successors and assigns.

DWELLING. A residential Structure which, as originally constructed, is integrated and designed for use exclusively and solely as living quarters for one family.

DWELLING ACCESSORY. A subordinate building or portion of a Dwelling, the use of which is incidental to that of the Dwelling on a Lot.

DWELLING OR STRUCTURE HEIGHT. The vertical distance measured from the established ground level to the highest point of the underside of the ceiling beams, in the case of a flat roof; to the deck line of a mansard roof; to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip, or gambrel roof; or to the mean level of any

other vertical parts of any other structure. Chimneys and ordinary and customary ornamental architectural projections shall not be included in calculating Dwelling Height.

FAMILY. One or more persons each related to the other by blood, marriage, or legal adoption, together with his or their domestic servants, maintaining a common household in a Dwelling.

LOT OR HOMESITE. A Lot in Wildwood Place, which may be purchased by any person or owned by the Developer. The words "Lot" or "Homesite" as used herein shall be synonymous and may be used interchangeably.

MEMBER. Member shall mean and refer to any Owner, other than the Association, who by virtue of holding fee simple title to any Lot, Tract or Site, as hereinafter defined, is a member of the Association. If any Owner holds title to more than one Lot, Tract or Site he shall be entitled to an additional membership for each additional Lot, Tract or Site he owns. In the event the Owner of two or more Lots replats the Lots as one Lot, the Owner, its heirs, successors or assigns, shall have memberships equal to the number of Lots originally purchased.

OWNER. Owner shall mean and refer to the record owner, whether one or more persons or entities, of title to any Lot, Tract or Site which is part of Wildwood Place, but excluding those having such interest merely as security for the performance of any obligation.

SITE. Site shall mean and refer to any platted Lot or Tract 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.

STORY. That portion of the interior of a Dwelling included between the surface of the ground or any floor and the surface of existing or extended plane of the floor next above; or if there is no floor above, the space between the floor and the surface of existing or extended plane of the ceiling next above.

STORY, HALF. A space under a sloping roof which has the line of intersection of roof decking and exterior wall not more than three (3) feet above the top floor level, and in which space not more than sixty percent (60%) of the floor area is improved for principal or accessory use.

STRUCTURE. Any stationary object, including but not limited to a Dwelling, erected, constructed or placed on the Property or attached to something having a permanent location on or in the ground. Structures shall include but shall not be limited to approved sheds, antennas,

flag poles, tree houses, playhouses, solar panels, fences, retaining walls, kennels and satellite dishes.

TRACT. Those portions of the Property reflected and defined as Tracts on any Plat and used for purposes described upon the Plat and within these Covenants and Restrictions. A Dwelling may not be constructed upon any Tract.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

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 Pulaski, State of Arkansas, and is more particularly described on Exhibit "A", and shown on the Plat, described as Lots 1-10, 43, Block 1, Lots 1-6, 18-23, Block 2, and Tracts A, B and C, Block 1, Wildwood Place, Pulaski County, Arkansas, all of which property shall be referred to as the "Property" or "Wildwood Place."

2. ADDITIONS TO EXISTING PROPERTY.

A. 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 Lot 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 in accordance with these Covenants and Restrictions and the Bylaws of the Association. UNDER NO CIRCUMSTANCES shall these Covenants and Restrictions or any supplement thereto or the General Plan bind the Developer to make the proposed additions or to adhere to the General Plan in any subsequent development of land shown on the General Plan. Nor shall Developer be precluded from conveying lands in the General Plan not subject to these Covenants and Restrictions or any supplement thereto free and clear of these Covenants and Restrictions or any supplement.

B. The additions authorized shall be made by Declarant filing of record a supplemental declaration of Covenants and Restrictions ("Supplemental Declaration") with

respect to the additional property which shall extend the Covenants and Restrictions of this Declaration to the additional property, and the Owners, including the Developer of Lots 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. In no event, however, shall such supplement revoke, modify and add to the Covenants and Restrictions established by this Declaration within the Property.

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 and consent in writing to the Association that such additional lands may be included.

ARTICLE III

GENERAL RESTRICTIONS

1. LAND USE. Except for those portions of Wildwood Place referred to herein as streets, Tracts and Common Use Areas, each Lot shall be used as a residential site for one Dwelling only, occupied by one Family, with a private garage containing no fewer than two parking spaces for the sole use of the Owners or occupants of the Dwelling.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

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. Until ninety percent (90%) of all Lots now subject to these Covenants and Restrictions, plus Lots added pursuant to Article II hereof, are sold and have Dwellings constructed thereon, the members of the Architectural Control Committee, and all vacancies, shall be appointed by Developer. When ninety percent (90%) of all Lots described in this paragraph are sold and have Dwellings constructed thereon, the members of the Architectural Control Committee, and all vacancies, shall be appointed by the Board of Directors of the Association.

2. FUNCTION OF COMMITTEE. No Dwelling, Structure or other Improvement shall be constructed or maintained upon any Lot and no alteration or repainting to the exterior of

a Dwelling, Improvement or Structure shall be made and no landscaping performed unless complete plans, specifications, and plot 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 shall have been submitted in writing to and approved in writing by the Architectural Control Committee prior to the commencement of construction. A copy of the written plans, specifications, and Lot plans as finally and expressly approved shall be deposited with 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.

FAILURE TO OBTAIN WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO COMMENCEMENT OF CONSTRUCTION OF ANY DWELLING, STRUCTURE OR IMPROVEMENTS MAY RESULT IN LEGAL ACTION BEING INSTITUTED BY THE ASSOCIATION, DEVELOPER OR ANY OTHER LOT OWNER IN ACCORDANCE WITH ARTICLES IX AND XII HEREOF.

3. CONTENT OF PLANS AND SPECIFICATIONS. The written plans and specifications to be submitted and approved shall include, but not be limited to, each of the following:

(a) A plot plan showing the location of the Dwelling and all Improvements, Structures, Dwelling Accessory, swimming pools, walks, driveways, fences and walls. Existing grades shall be shown at Lot corners and at corners of proposed Improvements.

(b) Exterior elevations.

(c) Exterior materials, colors, textures and shapes and manufacturers thereof.

(d) Foundation plans.

(e) Wall sections with ceiling heights.

(f) Roof plans.

(g) Landscaping plan, including pre-approved mailboxes, walks, fences and walls, elevation changes, shrub beds, plant description and sizes and quantity, existing vegetation and ground cover.

(h) Parking area and driveway plan.

(i) Screening, including site, location and method.

(j) Other information as reasonably requested by the Architectural Control Committee.

The Architectural Control Committee shall establish the drainage requirements for each Lot.

Residential landscaping must be fully installed as of the date the Certificate of Occupancy is issued by the City of Little Rock. The residential landscaping must provide for a minimum of three (3) new trees, at least ten (10) feet in height, two (2) seven (7) gallon and eight (8) three (3) gallon shrubs, all to be located in the front yard, and solid sod in all locations on the Lot other than the driveway, walks and landscaped areas.

4. DEFINITION OF "IMPROVEMENT". Improvement shall mean and include all Dwellings and roofed Structures, parking areas, fences, walls, hedges, landscaping, mass plantings, poles, towers, satellite dishes, kennels, antennas, driveways, swimming pools, walks, patios, outdoor fireplaces, gazebos, solar panels, 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 any Lot 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.

5. STRUCTURE OR DWELLING HEIGHT. No Dwelling shall be erected, altered, or placed on a Lot which shall contain more than one and one-half (1-1/2) stories, nor shall any such Dwelling have a Dwelling Height in excess of thirty-two (32) feet. No Dwelling Accessory or Structure shall have a Structure or Dwelling Height in excess of twelve (12) feet unless a greater height is approved in writing by the Architectural Control Committee.

6. DWELLING COST, QUALITY AND SIZE. All Dwellings, Structures and Improvements erected upon a Lot shall be constructed in accordance with the applicable governmental building and zoning codes and with such additional standards that may be required by the Covenants and Restrictions and the Architectural Control Committee; and no Dwelling shall be constructed or permitted to remain on any Lot in Wildwood Place unless the finished heated living area, exclusive of porches, patios, garages, breezeways, exterior stairways, porte cocheres, storage areas and outbuildings, shall comply with that shown in the following schedule:

A. One-story Dwellings - not less than 1,500 square feet or more than 2,200 square feet.

B. For Dwellings of one and one-half or more stories, not less than 1,800 square feet or more than 2,500 square feet.

7. LOCATION ON LOT. No Dwelling, Structure or Improvement shall be located on a Lot nearer to the front lot line, side lot line or rear lot line established for each Lot by the applicable Plat; provided, however, the location of such may be modified with written approval of the Architectural Control Committee and the City of Little Rock. Swimming pools shall be screened from the street or streets by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Architectural Control Committee. No swimming pool shall be located on a Lot nearer to the front lot line, or a side lot line adjoining a street, than the minimum setback established for each Lot by the Plat. Subject to changes being made by the Architectural Control Committee for an individual Lot, the following general setback lines shall be deemed applicable:

Minimum Front Setback	-	Twenty (20) feet
Minimum Side Setback	-	Five (5) feet
Minimum Rear Setback	-	Twenty (20) feet

provided that the Architectural Control Committee may authorize variations in its sole and exclusive discretion, provided such are in compliance with the Codes and ordinances of the City of Little Rock. Where two (2) or more Lots are acquired as a single building site, the side building Lot Lines shall refer only to those bordering the adjoining property owner.

8. THE BASIS OF APPROVAL. Approval of written 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, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of these protective covenants. The Architectural Control Committee shall establish certain architectural guidelines, which shall be approved by the Association Board of Directors (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.

Acquisition of the approval of the Architectural Control Committee does not relieve the Owner, his agent, contractors or representatives, from acquiring all necessary local, state or federal permits or licenses necessary for the construction of any Improvements.

9. MAJORITY VOTE. Except when voting on exceptions to the Architectural Guidelines, a majority vote of the Architectural Control Committee is required for approval or disapproval of proposed Improvements.

10. FAILURE OF COMMITTEE TO ACT. If the Architectural Control Committee fails to approve, disapprove, or reject as inadequate proposed plans and specifications within sixty (60) days after proper written submittal, they shall be deemed rejected. THE BURDEN OF PROVING RECEIPT OF WRITTEN PLANS AND SPECIFICATIONS BY THE ARCHITECTURAL CONTROL COMMITTEE IS SOLELY UPON THE OWNER OF THE LOT UPON WHICH THE PROPOSED IMPROVEMENTS ARE TO BE CONSTRUCTED. If the Architectural Control Committee, in its sole and exclusive discretion, determines that the plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them entirely, partially or conditionally approve them.

11. LIMITATION OF LIABILITY. Neither the Declarant, the Association, the Architectural Control Committee nor any of their members, shareholders, officers, directors or employees 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, including any enforcement actions taken by the Association pursuant to Articles IX or XII hereof.

Acceptance of a Deed to a Lot is hereby deemed to be Owner's covenant and agreement to said limitation of liability and the recording of the Declaration in the public records shall be considered notice to Owners of said limitation of liability.

12. 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, including, but not limited to, consulting fees and other expenses incurred by the Architectural Control Committee.

13. DRIVEWAYS. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone or other approved base material and shall be surfaced with concrete. Plans and specifications for driveways, culverts, pavement edging or markers shall be as approved in writing by the Architectural Control Committee. Except as otherwise provided herein, driveways may access the adjacent street at one location only, unless otherwise approved by the Architectural Control Committee.

ARTICLE V
EASEMENTS

1. EASEMENTS. Declarant hereby declares, grants and reserves the following easements in Wildwood Place for the benefit of each and all of the Lots, Tracts and lands located in Wildwood Place, as well as for those entities hereinafter named.

A. Developer hereby donates and dedicates to the public an easement of way on, over and under the streets and right of way on said Plat to be used as public streets. In addition to the said streets, there are shown on said Plat certain easements for utilities which Developer hereby donates and dedicates, subject to other provisions of these Covenants and Restrictions, to and for the use of utilities ("utilities"), the same being, without limiting the generality of the foregoing, electric power, gas, water, sewer, communication, including, but not limited to telephone and cable television, with the nonexclusive right hereby granted to the persons, firms or corporations engaged in the supplying of such utilities to use and occupy such easements, and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services. No trees, shrubbery, Structures, fences or similar Improvements shall be grown, built or maintained within the area of such utility easement. In the event any trees, shrubbery, Structures, fences or similar Improvements shall be grown, built or maintained within the area of such easement, no person, firm or corporation engaged in supplying public utility services shall be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

Subject to the terms and conditions of the Plat, these Covenants and Restrictions and the restrictions of the U.S. Army Corps of Engineers described hereafter, the use of the areas designated on the Plat as Tracts A, B and C, Block 1, an addition to the City of Little Rock, Arkansas, is hereby donated and dedicated by Developer to the Owners, as they may exist from

time to time, of Lots within Wildwood Place with the right to use these areas, upon being given prior written approval by Developer and Wildwood Place Property Owners Association, Inc., for, pedestrian paths, parks, pools, trails and landscaping. Wildwood Place Property Owners Association, Inc. shall maintain such areas and improvements at its sole cost. ADDITIONALLY, DEVELOPER HEREBY GRANTS TO ANY UTILITY PROVIDER, AFTER RECEIVING WRITTEN CONSENT FROM DEVELOPER, ARCHITECTURAL CONTROL COMMITTEE AND WILDWOOD PLACE PROPERTY OWNERS ASSOCIATION, INC., THE NONEXCLUSIVE RIGHT TO USE THOSE SPECIFIC LOCATIONS WITHIN SAID TRACTS SPECIFICALLY DESIGNATED, IDENTIFIED AND APPROVED BY DEVELOPER AND WILDWOOD PLACE PROPERTY OWNERS ASSOCIATION, INC. FOR UTILITY AND DRAINAGE EASEMENTS PROVIDED SUCH IMPROVEMENTS ARE MAINTAINED BY SAID UTILITIES AND ARE IN COMPLIANCE WITH THE PLAT, THESE COVENANTS AND RESTRICTIONS AND THE RESTRICTIONS OF THE CORPS OF ENGINEERS, HEREINAFTER DESCRIBED. No other improvements shall be placed on the areas designated as Tracts A, B and C, Block 1, an addition to the City of Little Rock, Arkansas, unless first approved by the appropriate agencies of the City of Little Rock, Developer, Wildwood Place Property Owners Association, Inc. and the Architectural Control Committee.

THE USE AND DEVELOPMENT OF PORTIONS OF TRACTS A AND C, BLOCK 1, ARE FURTHER RESTRICTED PURSUANT TO U.S. ARMY CORPS OF ENGINEERS SECTION 404 PERMIT NO. 2010-00682 AND THE PLAT. A COPY OF SUCH PERMIT MAY BE ACQUIRED FROM THE LITTLE ROCK, ARKANSAS DISTRICT OFFICE OF THE U.S. ARMY CORPS OF ENGINEERS. THE UNIMPROVED TRACT MAY NOT BE ALTERED OR IMPROVEMENTS CONSTRUCTED OR PLACED THEREON EXCEPT IN ACCORDANCE WITH THE AFOREMENTIONED PERMIT.

THE AREAS SHOWN ON THE PLAT AS MITIGATION SITES SHALL BE PRESERVED FOR WETLANDS, STREAMS, RIPARIAN BUFFER AND WILDLIFE HABITAT MITIGATION, AND MAY NOT BE CONVERTED TO ANOTHER USE, INCLUDING, BUT NOT LIMITED TO, CLEARING, LOGGING, BUSH HOGGING, MOWING, SPRAYING WITH HERBICIDES, FILLING, LEVELING, DRAINING AND DUMPING. CONSTRUCTION OF ANY STRUCTURE OR ANY OTHER ACTIVITY THAT

WOULD ADVERSELY IMPACT THE NATURAL STATE OF THE AREA IS PROHIBITED IN THE AREAS SHOWN AS MITIGATION SITE. REFER TO U.S. ARMY CORPS OF ENGINEERS SECTION 404 PERMIT NO. 210-00682.

PRIOR TO THE COMMENCEMENT OF ANY INSTALLATION OF UTILITIES WITHIN THE UTILITY EASEMENTS REFLECTED ON THE PLAT OR WITHIN TRACTS A, B AND C, BLOCK 1, WILDWOOD PLACE, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS, THE UTILITIES PROVIDER MUST SUBMIT WRITTEN PLANS AND SPECIFICATIONS OF THE PROPOSED IMPROVEMENTS TO THE ARCHITECTURAL CONTROL COMMITTEE OF WILDWOOD PLACE FOR REVIEW AND APPROVAL.

ALL UTILITIES TO BE INSTALLED BY UTILITIES PROVIDERS AFTER PLATTING OF THE RIGHTS-OF-WAY MUST BE APPROVED PRIOR TO COMMENCEMENT OF CONSTRUCTION BY THE PUBLIC WORKS DEPARTMENT OF THE CITY OF LITTLE ROCK AND IF SUBSEQUENTLY INSTALLED IN THE RIGHTS-OF-WAY OR IN ANY EASEMENT ADJACENT TO THE RIGHTS-OF-WAY SUCH INSTALLATION MUST BE AT A DEPTH OF AT LEAST 30" BELOW THE ELEVATION OF THE ADJACENT STREET.

The Owner of a Lot is solely responsible for the existing drainage across the Lot. The Wildwood Place Property Owners Association, Inc. is only responsible for maintenance and replacement of drainage equipment and facilities existing within the easements granted herein and described on the Plat not maintained by the City of Little Rock and has no responsibility for the maintenance and repair of any drainage or equipment located upon those areas of the Lot outside the easements.

B. A perpetual right, but not a duty, is hereby reserved in Declarant and granted to the Association to construct, maintain and replace within Wildwood Place treatments including but not limited to landscaping and lighting, at the intersections accessed thereto as reflected on the Plat and in and to an area twenty (20) feet on any side of any such entry treatment for the purpose of constructing and maintaining the same.

DEVELOPER, ITS SUCCESSORS OR ASSIGNS, HAS NO DUTY TO MAINTAIN, REPAIR OR REPLACE ANY IMPROVEMENTS LOCATED WITHIN THE TRACTS, INCLUDING, BUT NOT LIMITED TO, PEDESTRIAN PATHS, PARKS, POOLS, COMMON DRIVE ACCESS EASEMENTS OR OTHER EASEMENT AREAS REFLECTED ON THE

PLAT. ALL COSTS ASSOCIATED WITH ANY SUCH MAINTENANCE, REPAIR OR REPLACEMENT OF SUCH IMPROVEMENTS, AND ALL TREATMENTS, IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE ASSOCIATION.

C. The use of the area designated on the Plat as Access and Utility Easement is restricted to the Owners of Lots 1-6, Block 2 and Lots 18-23, Block 2, an addition to the City of Little Rock, their guests, invitees, family members and contractors; provided, however, an easement is also hereby granted to the public for access to the aforementioned Lots in the case of a reasonable need created by fire, public safety, or other occurrence necessitating access to a Lot by any utility, sanitation department, fire department, police department, United States Postal Service or other public agency. The roadway constructed within the Access Easement shall be maintained by the Wildwood Place Property Owners Association, Inc. THERE SHALL BE NO VEHICULAR ACCESS TO THE STREET DESIGNATED ON THE PLAT AS WILDWOOD PLACE CIRCLE FROM ANY PORTION OF THE AFOREMENTIONED LOTS ADJACENT TO WILDWOOD PLACE CIRCLE. THESE LOTS WILL HAVE ACCESS TO WILDWOOD PLACE CIRCLE SOLELY FROM THE ACCESS EASEMENT LOCATED AT THE REAR OF THEIR LOT AS REFLECTED ON THE PLAT.

NO GARAGE FOR A DWELLING ACCESSING WILDWOOD PLACE CIRCLE OVER THE ACCESS EASEMENT DESCRIBED HEREIN AND REFLECTED ON THE PLAT SHALL BE LOCATED WITHIN TWENTY (20) FEET OF THE PAVEMENT OF THE ACCESS EASEMENT ROADWAY.

Declarant reserves the right to: (a) execute and record documentation confirming and defining the rights of any third person maintaining facilities in easement areas, and (b) to assign its rights hereunder, all of which acts shall be binding upon each Lot in Wildwood Place.

ARTICLE VI

PROHIBITIONS AND RESTRICTIONS

Except for (1) the development and sales activities of Developer and its contractors, employees and agents, and (2) construction activities authorized by the Architectural Control Committee, the following prohibitions shall be applicable to all Lots, Dwellings, Structures and Improvements in Wildwood Place:

1. No Dwelling, Structure or Improvement of any type may ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot or portion of any

Lot. This prohibition shall not apply to any business or Structure that may be placed on any Lot or portion of a Lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to Wildwood Place.

2. No outbuildings or other detached Structure appurtenant to the Dwelling may be erected on any of the Lots hereby restricted without the consent in writing of the Architectural Control Committee.

3. No noxious or offensive trade, materials or activity shall be carried on upon any Lot or Tract, nor shall any garbage, trash, rubbish, tree limbs, pine straw, leaves or cuttings, ashes or other refuse be thrown, placed or dumped upon any vacant Lot, street, road, Tract or Common Use Area, nor on any Lot unless placed in a container suitable for garbage pickup.

4. Nothing shall ever be done which may be or become an unreasonable annoyance or nuisance to the neighborhood and the Lot Owners therein. Such shall include, but not be limited to, failure to keep a Lot maintained as required by these Covenants and Restrictions or by any applicable government regulations prior to and during the construction of any Dwelling.

5. No oil drilling, oil development operating, 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 Lot. No derrick or other structure designed for use in boring for oil, natural gas or other purposes shall be erected, maintained or permitted upon any Lot.

6. No preexisting, erected building, manufactured building, used structure or similar pre-fabricated structure of any sort may be moved onto or placed on any of the Lots or Tracts.

7. No livestock or poultry shall be kept or maintained.

8. No burning of refuse or leaves shall be permitted except during the initial construction of any Dwelling. The Contractor may burn trash and other debris during this period if the Contractor has acquired any federal, state or municipal permits required to do so.

9. 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.

10. No garage, carport, driveway, or parking area which may be in front or adjacent to or part of any Lot may be used as a habitual parking place for commercial vehicles. No watercraft, recreational vehicles, motorcycles, all-terrain vehicles or dune buggies may be parked

in the driveway of any residence or at any other location in front of any residence. The term "commercial vehicles" shall include all trucks and all automobiles and vehicular equipment which shall bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise. (The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and violation of this Article VI, Paragraph 4.) Overnight or habitual parking on the Access Easement described herein is strictly prohibited.

11. No temporary buildings, quonset huts, trailers, campers, recreational vehicles, tents, shacks, privies or other outbuildings shall be constructed, erected or parked upon any Lot or used for human habitation, temporarily or permanently. 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 Dwellings, Improvements or Structures used during the construction of a Dwelling shall be on the same Lot as the Dwelling, and such Improvements and Structures shall be removed upon completion of construction of the Dwelling.

12. No garage or other outbuilding approved by the Architectural Control Committee shall be constructed or erected upon said Lot except during the construction of the principal Dwelling or thereafter.

13. No undomesticated animal nor any other animal having unusually vicious propensities shall be kept or maintained either inside or outside any Structure, Improvement or Dwelling. No commercial breeding or boarding of any animal is allowed within Wildwood Place. No more than one kennel, for occupancy by no more than three dogs, may be allowed on any one Lot in Wildwood Place.

14. No plants, seeds, or other materials which harbor or are a source of breeding infectious plant diseases, noxious insects, or creates unreasonable encroachment from any Lot, shall be introduced or maintained. BAMBOO MAY NOT BE PLANTED UPON ANY LOT OR TRACT.

15. No advertising sign, or billboard, including "For Rent" advertising signs, and no submerged, underground or visible oil or gas tank for fuel or other purpose, shall be erected or maintained on any Lot; except, however, a sign, not exceeding nine (9) square feet in area, may be erected during the construction of the house, displaying the name of the general contractor

and/or architect, and "For Sale" signs not larger than 24 inches by 30 inches may be erected at any time.

16. No firearm shall be discharged within Wildwood Place.
17. No hunting shall be allowed within Wildwood Place.
18. No clearing or harvesting of trees may occur within the Property comprising Wildwood Place without approval of the Architectural Control Committee.
19. No animal waste may be spread on any Lot, except for fertilization purposes.
20. No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Architectural Control Committee. Construction shall be promptly commenced and diligently prosecuted. No building material of any kind or character shall ever be placed upon any Tract or vacant Lot by the Owner of any Lot, his contractor, employees or representatives.
21. No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street, road, adjacent Lot, or Common Use Area.
22. Any exterior lighting must be approved by the Architectural Control Committee and installed in a manner that shall either be indirect or of such controlled focus and intensity as not to disturb the residents of any nearby Lot.
23. No immoral, improper, offensive or unlawful use shall be made of Wildwood Place or any part thereof, and all valid laws, zoning, by-laws and regulations of all governmental bodies having jurisdiction shall be observed.
24. No portion of a Lot and Dwelling (other than the entire Lot and Dwelling) may be rented, and no transient may be accommodated therein unless by consent of the Declarant. The Owner shall provide the Association with a copy of any lease agreement, with rental amounts redacted, within five (5) days of the execution of the lease.
25. None of the Lots shall at any time be subdivided into two or more Lots.

ARTICLE VII

NAMEPLATES AND HOSPITALITY LIGHT STANDARDS, TREE HOUSES, TELEVISION OR RADIO ANTENNAE, SATELLITE DISHES, PLAYHOUSES OR FLAG POLES

There shall be not more than one nameplate on each Lot. A nameplate shall not be more than 96 square inches in area, and contain the name of the occupant and/or address of the

Dwelling. It may be located on the door of the Dwelling or the wall adjacent thereto, or upon the wall of a Dwelling Accessory or Structure, or may be free-standing. Hospitality light standards, of a design approved by the Architectural Control Committee, may be located within the Lot. Tree houses, children's playhouses and flag poles are not permitted unless otherwise approved in accordance with guidelines established by the Architectural Control Committee. No antenna or other high power electronic equipment shall be permitted without the prior written consent of the Architectural Control Committee. Satellite dishes pre-approved by the Architectural Control Committee may be permitted on a Lot at a location approved by the Architectural Control Committee.

ARTICLE VIII

COMMON USE AREAS, PATHS AND TRACTS

1. COMMON USE AREAS AND PATHS. Any Common Use Area within Wildwood Place may be used by all residents of Wildwood Place and their guests for recreational purposes. All Common Use Areas, Tracts, access easements, street lights and poles, and gates and landscaped areas in Wildwood Place shall be repaired, maintained and replaced by the Association to the extent such cannot or will not be repaired, maintained or replaced by the City of Little Rock. Developer disclaims any and all liability associated with any use of the Common Use Areas or Tracts.

2. EXTENT OF EASEMENTS. The rights and easements created herein 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 Tracts, Common Use Areas, a pool, a park and Pedestrian Paths;

(b) The right of the Association to borrow money for the purpose of improving all or any part of the Tracts, Common Use Areas, a pool, a park and Pedestrian Paths, and to mortgage all or any part of the Tracts and Common Use Areas;

(c) The right of the Association to take reasonably necessary steps to protect all or any part of the Tracts and Common Use Areas against foreclosure; and

(d) The right of the Association to suspend the use of the easements by any Member of the Association during the time any assessment levied under Article XI remains unpaid and for any infraction of its published rules and regulations.

ARTICLE IX
MAINTENANCE

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 Dwellings, Structures, 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 and driveways in good repair;
- (h) complying with all governmental health and police requirements;
- (i) repainting of improvements;
- (j) repair of exterior damages to improvements;
- (k) repair of all damage to fences; and
- (l) Prompt disposal of all animal waste in a manner that complies with all local, state and federal regulations.

2. ENFORCEMENT. If, in the sole 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 ten (10) days from receipt to perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within the ten-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 any civil or criminal damages for wrongful entry, trespass, conversion 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 the Lot and improvements upon which work was performed. This lien shall have the same attributes as the lien for assessments and special assessments set forth in Article XI, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE X
THE ASSOCIATION

Every person, persons or entity, except the Association, who owns any Lot, Site or Tract, including, without limitation, a builder or general contractor, shall be a Member of the Association, and shall abide by its Articles of Incorporation and Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall be governed by its Articles of Incorporation and Bylaws.

ARTICLE XI
COVENANT FOR MAINTENANCE ASSESSMENTS

1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS AND SPECIAL ASSESSMENTS. Each Owner, other than Declarant, of any Lot by acceptance of a deed shall be deemed to covenant and agree, to pay to the Association annual assessments, including assessments for reserve funds, 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 Lot. Each assessment, together with interest, cost of collection and reasonable attorneys' fees, if any, shall also be the personal obligation of the Owner, other than Declarant, of the Lot at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessment or special assessment 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 shall be fixed by the Association in accordance with the Articles of Incorporation and Bylaws of the Association. In the event two Lots are replatted as one Lot, the replatted Lot is assessed by the Association as if two separate Lots.

In lieu of assessments being imposed upon such Lots 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 Lots other than Declarant until eighty percent (80%) of all Lots are owned by persons or entities other than Declarant. Once eighty percent (80%) of all Lots are owned by persons or entities other than the Declarant, the remaining Lots owned by the Declarant shall be subject to the same assessments as Lots by Owners other than the Declarant.

2. EXEMPT PROPERTY. Common Use Areas, Tracts and one-third acre unimproved Sites, as defined in Article I, all Common Use Areas and Tracts subsequently added to the Property and any areas which are designated for the common use of all Lot owners, 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 XII GENERAL PROVISIONS

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 seventy-five percent (75%) of the Property has been recorded prior to the commencement of any successive ten-year period.

2. AMENDMENTS. The Declarant shall be entitled to three votes for each Lot, Tract and Site, whether built upon or not, in which Declarant holds title, for the purpose of amending these Covenants and Restrictions. All other Owners of a Lot shall be entitled to one vote for each Lot in which he holds an ownership interest. Lot Owner, other than the Declarant, as herein defined, may be one or more and all such persons or entities constituting one person or member shall vote as they, among themselves, determine but in no event shall more than one vote per Lot owned by others than the Declarant be voted.

These Covenants and Restrictions may be amended by an affirmative vote of seventy-five percent (75%) of eligible votes. Any amendment must be properly recorded and signed by not less than Owners holding seventy-five percent (75%) of the eligible votes.

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.

4. **ENFORCEMENT.** The Covenants and Restrictions herein set forth shall run with the land and shall bind the present Owner, its successors, heirs and assigns. All parties claiming by, through or under the present Owner shall be taken to covenant with the Owner of the Lots hereby restricted, and their respective heirs, successors and assigns, to conform to and observe these restrictions. No restriction herein shall be personally binding upon any corporation, person or persons, except with respect to breaches committed during its, his or their term of holding title to said Lot. Developer, its successors and assigns (for so long as Developer owns Lots within Wildwood Place but not thereafter), the Wildwood Place Property Owners Association, Inc. and also the Owner or Owners of any of the Lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the Covenants and Restrictions above set forth, in addition to ordinary legal action for damages and failure by Owner or Owners of any Lot or Lots in this addition to observe any of the Covenants and Restrictions herein. Any delay in bringing such action shall in no event be deemed to be a waiver of the right to do so thereafter.

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.

6. **ATTORNEY FEE.** In any legal or 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.

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 Bylaws 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 pursuant to Section 528 of the Internal Revenue Code to any nonprofit corporation, association, trust, or other organization to be devoted to same or similar purposes.

DELTIC TIMBER CORPORATION

By: Ray C. Dallas
Title: President and CEO

ATTEST:

By: Jim F. Anderson
Title: Secretary

Reviewed only for inclusion of minimum standards
required by the City of Little Rock subdivision regulations.
Bill of Assurance provisions established by the
developer may exceed minimum regulations of the
Little Rock subdivision and zoning ordinances.
[Signature] 7/29/14
City of Little Rock Planning Commission

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 Jim J. Anderson Jr. being the President + CEO and Secretary, respectively, of DELTIC TIMBER CORPORATION and who had been designated by said DELTIC TIMBER CORPORATION to execute the above instrument, who stated they 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 21st day of July, 2014.

Linda Harvey

Notary Public

My Commission Expires:

August 26, 2016



EXHIBIT A

PART OF THE E1/2 OF SECTION 34, T-2-N, R-14-W, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE1/4 NE1/4, SAID SECTION 34; THENCE N01°59'08"E ALONG THE EAST LINE OF SAID SE1/4 NE1/4, 452.01 FT. TO THE POINT OF BEGINNING; THENCE N01°59'08"E CONTINUING ALONG SAID EAST LINE, 249.79 FT. TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF DENNY ROAD, BEING 25.0 FT. FROM THE CENTERLINE THEREOF; THENCE N46°10'02"W ALONG SAID SOUTH RIGHT-OF-WAY LINE, 268.80 FT.; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING THE ARC OF A 975.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N50°57'50"W, 149.02 FT.; THENCE S35°26'39"W, 233.49 FT.; THENCE NORTHWESTERLY ALONG THE ARC OF A 795.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N55°00'53"W, 12.73 FT.; THENCE S34°31'35"W, 159.80 FT.; THENCE S52°50'53"E, 8.33 FT.; THENCE S35°16'40"W, 159.88 FT.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 475.00 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S50°26'41"E, 70.86 FT.; THENCE S46°10'02"E, 279.13 FT.; THENCE S44°04'24"W, 4.51 FT.; THENCE S45°55'36"E, 153.23 FT.; THENCE N44°04'24"E, 374.03 FT. TO THE POINT OF BEGINNING, CONTAINING 6.6318 ACRES MORE OR LESS.