



WHITE OAK #2

DEED OF DEDICATION AND BILL OF ASSURANCE

WHEREAS, DIAMOND ACRES, INC., an Arkansas Corporation, having its principal place of business in Diamond City, Boone County, Arkansas, and to the developer and record owner of the legal title to the following described lands in Boone County, Arkansas, to-wit:

Part of the SE 1/4 NE 1/4 and part of the N 1/2 SE 1/4, Section 20, Township 21 North, Range 18 West, more particularly described as: Beginning at the SW corner SE 1/4 NE 1/4 Section 20, Township 21 North, Range 18 West; thence North 01 degrees 54 minutes 39 seconds East 1311.46 feet along the West line of said SE 1/4 NE 1/4 to the NW corner thereof; thence North 88 degrees 13 Minutes East 660.63 feet along the North line of said SE 1/4 NE 1/4 to a point on the fee taking line of Bull Shoals Reservoir: thence South 01 degrees 53 Minutes 50 seconds West 330.42 feet along said fee taking line to a point: thence continuing along said fee taking line, North 88 degrees 26 minutes 15 seconds East 330.29 feet to a point: thence continuing along said fee taking line, and its projection, South 01 degrees 51 minutes 26 seconds West a distance of 1006.00 feet to a point in NE 1/4 SE 1/4, said Section 20: thence South 89 degrees 44 minutes West 191.15 feet to a point: thence South 10 Degrees 39 Minutes West 151.80 feet to a point in the centerline of a creek; thence along said centerline of creek the following bearings and distances; South 36 degrees 06 minutes West 57.50 feet: South 46 degrees 26 mintues West 169.80 feet: South 59 degrees 55 minutes West 189.50 feet: North 86 degrees 34 minutes West 50.10 feet: South 56 degrees 12 minutes West 142.00 Feet: South 68 degrees 52 minutes West 155.50 feet; South 38 degrees 10 minutes West 375.90 feet to a point in NW 1/4 SE 1/4, said section 20; thence leaving said creek and run North 01 degrees 52 minutes West a distance of 831.40 feet to a point: thence North 89 degrees 44 minutes East 122.43 feet to the point of beginning, containing 1,615,359 square feet or 37.08 acres according to the Neal survey thereof.

That contracts of sale for an portion of said land are made with reference to the restrictive covenants herein contained and grantees are made aware of same at time of purchase.

NOW THEREFORE, Grantors for and in consideration of the benefits to accrue to them which they acknowledge to be of value, have caused to be made a plat hereto attached, showing a survey made by CHARLES F. NEAL, a duly registered surveyor, in and for said County, bearing said surveyor's duly executed certificate of survey and showing the bounds and dimensions of the property now being subdivided into lots and streets, and do now hereby donate and dedicate to the public hereafter, any easements of way on, over and under said lands as shown on said plat to be used as public streets or for the utility purposes.

The filing of this plat and deed of dedication for record in the office of the Circuit Clerk and ex officio Recorder of Boone County, Arkansas, will be a valid and complete delivery and dedication of the streets and easements in said subdivision shown on the plat.

The lands in said subdivision shall be forever known as WHITE OAK SUBDIVISION NO. 2 and any and every deed of conveyance for any lot in said subdivision describing same by the number or numbers shown on said plat should always be deemed a sufficient description thereof.

Said lands herein platted and dedicated any interest therein shall be held, owned and conveyed subject to and in conformity with the following restrictive covenants which shall run with the lands, to-wit:

All lots on said plat are to be used for house-trailer purposes only. No trailer shall be maintained or placed except that the owner shall install sewage disposal facilities which meet the requirements of the State Health Department.

No trailer in this sub-division may be less than 10 feet wide by 40 feet in length, and must be in good repair. Trailer must be either on solid foundation or skirted.

Garden walls, not to exceed 5 feet in height, may be constructed anywhere with the property line.

Perpetual easements as shown on the plats for the use of utilities shall be maintained and become a restriction on each individual lot where they occur. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the use of storage or disposal of such material shall be kept in a clean and sanitary condition.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by appropriate legal action. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

