

DECLARATION OF RESTRICTIONS

affecting

COTTONWOOD HILLS ESTATES
BOONE COUNTY, ARKANSAS

THIS DECLARATION, made this 8th day of May, 1984, by Roger A. Turner, hereinafter referred to as the "Declarant",

WHEREAS, the Declarant is the owner of Cottonwood Hills Estates, a subdivision of Boone County, Arkansas, as per plat thereof recorded in the records of said County at the city of Harrison, Boone County, Arkansas, and,

WHEREAS, the Declarant intends to sell, dispose of or convey from time to time all or a portion of the tracts in said subdivision, and desires to subject the same to certain protective reservations, covenants, conditions, restrictions, (hereinafter referred to as "Conditions") between him and the acquirers and/or users of the tracts in said subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby certifies and declares that he has established and does hereby establish a general plan for the protection, maintenance and improvements of said subdivision, that

THIS DECLARATION is designed for the mutual benefit of the parcels or tracts in said subdivision and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all tracts and portions of said subdivision shall be held, leased or sold, and/or conveyed by him as such owner, each and all of which is and are for the mutual benefit of the lots in said subdivision and of each owner thereof, and shall run with the land and shall inure to and pass with such tract and parcel of land in said subdivision, and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon said subdivision as a mutual equitable servitude in favor of each and every parcel of land therein as the dominant tenements, and in favor of Declarant.

SAID CONDITIONS ARE AS FOLLOWS:

1. All tracts in said Cottonwood Hills Estates shall be known and described as single-family residential building tracts.
2. Each dwelling shall be constructed or assembled on said tract and

shall be of new construction; and no buildings shall be moved from any other location onto any of said tracts.

3. In compliance with the Boone County Planning Board's regulations, a fifty (50) foot minimum setback from the property line facing the main road will be required for each permanent structural projection including porches, but not including eaves, overhangs, planters or fireplaces. Where the minimum setback creates an undue hardship upon the owner due to topographic conditions, such cases will be taken up with the Boone County Planning Board for modification.
4. Each tract in Cottonwood Hills Estates may be resubdivided into smaller tracts, but none smaller than two and one-half (2½) acres in size, and all the restrictions herein shall apply to each tract resulting from resubdivision in the same manner as applicable to the original platted tracts.
5. Any dwelling containing three or more bedrooms, or two or more bedrooms and den, shall have an enclosed heated floor area of not less than one thousand (1,000) square feet and any dwelling containing two bedrooms or less, including den, shall have an enclosed heated floor area of not less than eight hundred (800) square feet.
6. Pending availability of public sewers, sewage disposal shall be effected by means of individual septic tanks; the type of tank, its construction, location on tract, and tile disposal field shall be approved by the regulatory governmental body having jurisdiction over such matters in Boone County, State of Arkansas. No cesspools or outside toilets shall be permitted. All wells, septic tanks and leach lines shall be constructed at least fifty (50) feet from tract line unless an exception therefor shall be granted by owner above mentioned herein, upon petition of the property owner based upon the shape of this property and the terrain or topography of the land.
7. Only dogs, cats and other domestic household pets may be kept or maintained by any property owner, and livestock, which shall include only horses and cattle, shall not exceed two (2) head per acre of property owned. All such livestock must be kept within fences. No animals, including livestock, shall be maintained or bred for any commercial purpose or in any manner which interferes with the use and enjoyment of

any person's property by adjacent and adjoining property owners. This covenant does not apply to any tract of land, under one ownership, equal to or greater than 100 acres.

8. No garage, basement, outbuilding, shack, barn, tent, trailer, or temporary structure placed or maintained on any tract shall at any time be used or occupied as a dwelling, nor shall any structure of a temporary character be used as a dwelling. Campers or camp trailers may be occupied during the construction of a house for a period of 120 days or for thirty (30) day intervals for vacationing purposes.
9. One (1) professionally made, unlighted sign, not to exceed six (6) square feet in area, advertising the premises for sale, lease, or rent, may be located on each tract, but not nearer than ten (10) feet to adjoining premises, nor nearer than five (5) feet to a street line.
10. No noxious or offensive trade or activity shall be carried on in the subdivision, nor shall anything be done therein which may be or become a nuisance to the neighborhood. No property shall be used as a dumping ground for rubbish or junk of any kind.

THESE CONDITIONS shall run with the land and shall be binding upon all parties and all persons claiming under them until May 8th, 1994, at which time said conditions and covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of a majority of the tracts in said subdivision, it is agreed to change said conditions in whole or part.

In the event that any of the provisions of this Declaration conflict with any other of the sections therein, the more restrictive of the two shall govern. If any paragraph, section, sentence, clause or phrase or the conditions and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraph, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that those conditions and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences, clause or phrases are or shall become or be illegal, null, or void.

If any owner of any tract in said property, or his heirs or assigns, shall violate or attempt to vioate any of the conditions or covenants herein, it shall be lawful for any other person or persons owning any other tract in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions or covenants and either to prevent him or them from so doing or to recover damages or other dues for each violation.

In order to enhance and protect the value of the tracts described herein, the right to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any conditions either to prevent such violation or to recover damages or other dues for each violation is also expressly reserved to Declarant, his heirs or assigns whether or not Declarant is a tract owner. This reservation shall terminate upon the expiration of twelve (12) months from the recordation date of the deed to the final or last tract in this subdivision.

WITNESS my hand this 8th day of May, 1984.

Roger A. Turner
ROGER A. TURNER

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS.
COUNTY OF BOONE)

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Roger A. Turner, to me well known and stated that he had executed the above and foregoing Declaration of Restrictions for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public, this 8th day of May, 1984.

Phil Tramm
NOTARY PUBLIC

My Commission Expires:

12-27-81

Filed for Record 30 Day of MAY
84 at 9:30 o'clock A.M.
Helen Speer, Clerk
Helen .C.