

Declaration of Covenants & Restrictions

1. A thirty (30) foot utility/electric easement will be reserved along each side of utility poles. No structures may be erected on easement. Property owners are allowed to install fencing on easement.
2. Property may not be resold in parcels less than ten (10) acres. The Purchaser of any ten (10) ac or more tract of lands being conveyed by the Warranty Deed to which the Declaration of the Covenants & Restrictions are attached to (_____) Acres as shown on the plat of Survey recorded in the Plat Cabinet _____ at Slide _____ in the Office of the District Clerk & Ex-Officio Recorder in and for the Western District of Carroll County, Arkansas) shall be granted the Road and Common Area Easement that is also being conveyed in said Warranty Deed, But said Road and Common Area Easement shall run with the land described in the deed to which this Declaration of Covenants & Restrictions is attached. Said Road and Common Area Easement is NON TRANSFERABLE to any other person or entity.
3. No structure of temporary character, including but not limited to, any trailer, mobile home, manufactured home, prefab home, tent, shack, garage, barn, or other outbuilding shall not be used at any time as a residence except by a licensed contractor or property owner during construction of a permanent structure.
4. Property shall be used only for a single family home. No large-scale commercial business is allowed. All structures shall be of new construction of highest class workmanship and best quality materials. Home must be one thousand five hundred (1500) square feet for one story, two thousand two hundred (2200) square feet if two story and five hundred (500) square feet for guest homes. Structures shall have a natural exterior finish using 100% wood, stone, brick or a combination thereof. Only owner occupant residential and small farm structures. Duplexes, condominiums, rental cabins are prohibited. Building codes of Carroll County will apply. All structures must be fifty (50) feet from the property lines. All structures must be completed within twelve (12) months of the start of construction for the exterior and eighteen (18) months for the interior. All exterior foundations shall be covered with stone or other masonry materials. Property owner shall properly provide for the exterior maintenance of buildings and the aesthetic appearance of the property.
5. No oil and mining operations or cell towers are permitted on the property. No minerals convey.
6. No unnecessary discharge of a firearm after sunset, or in a reckless manner.
7. Large group rallies and events are prohibited.

8. No commercial poultry, hog or cattle operations allowed. No animals are to be kept, bred, kenneled or maintained for commercial purposes on the property.
9. For every five (5) acres there may be two (2) horses, ponies, mules, donkeys, cows, or llamas, or six (6) goats or sheep. No Bulls.
10. Fences must be constructed of six (6) strand barb wire, 4x4 net wire or woven wire. No welded wire allowed. All T posts must be green and six (6) feet.
11. All equipment, including but not limited to tractors, boats, campers shall be stored out of sight on property.
12. All septic systems shall be installed by permit from the Arkansas Department of Health
13. No part of any tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and the same shall be kept in sanitary containers.
14. Property owner **and guests staying on property** shall have access to common area. Property owner along with all other property owners shall be responsible for maintenance, taxes and access to common area. The legal description of the Road and Common Area are described in the deed to which this Declaration of Covenants & Restrictions is attached.
15. Property owner accepts responsibility of maintenance of the road and river access easement along with other property owners with the same rights. Property owner accepts roads as is at date of purchase.
16. Property owner accepts full responsibility for themselves, family, friends and all people with whom they give access to the Common Area and River Access. The recreational Common Area and River Access comes with certain risk and dangers, physical injuries, damage to property or stolen property. Activities in this area are at your own risk. Kings River Landing Inc, or its successors or Assigns, and Scott MacDonald and Teresa MacDonald, individually or their heirs or Assigns are in no way at fault or responsible for injuries or damages.
17. The invalidity of any of these restriction shall not affect any of the other restriction, all of which shall remain in full force and effect