

NOW, THEREFORE, the above fee simple owners of the said property hereby impose the following restrictions and covenants:

1. Said land shall be used exclusively for residential purpose, as distinguished from commercial enterprises of any kind.

2. Each dwelling shall have a minimum of 1,200 sq. ft. on the ground-floor living area in the case of a one-story structure and not less than 900 sq. ft. of ground-floor living area in the case of a multiple-story structure, exclusive of basement, garages, porches, or other attached accessory areas. The exterior of the building must be of new and permanent type construction except that previously used brick, stone or logs may be used. No mobile, manufactured or underground homes shall be permitted. All structures shall be maintained in a reasonable manner.

3. No wall of any building which shall be erected on any of the lots or tract of the aforesaid subdivision shall be built closer than 50 feet to the boundary of any street or road, or closer than 15 feet to any of the boundaries of any other lot. For the purpose of construing this covenant, eaves, steps, porches, and thus come within the line of limitation.

4. RV's may be used and occupied as temporary residence during construction of owner's home not to exceed 180 days.

5. The exterior of any structure, garden or outbuilding permitted which shall be erected upon any tract shall be completely finished on the exterior within six months of the date of the start of any construction and any building not completed within such a period may be removed from the said premises by anyone entitled to enforce the provisions of these covenants. No outbuilding shall be erected closer to the street than the residence, unless the outbuilding is at least 250 foot from any street. Each home owner will maintain the area used for a yard in a reasonable manner.

6. No sewage disposal system, sanitary system, cesspool or septic tank shall be constructed, altered or allowed to remain or be used in any tract unless fully approved as to the design, capacity, location and construction by all property public health agencies of the State of Arkansas and the County of Marion. All sanitary facilities shall be connected to an approved sanitary or septic tank system. No outhouses shall be permitted.

7. No part or portion of any lot shall be used in such a manner as to create an activity which shall be noxious or offensive, nor any activity shall be permitted or allowed to exist which creates a nuisance, including the allowance of trash or junked vehicles, or vehicles without a current license to remain upon the premises. No trash, ashes, garbage or refuse shall be allowed to remain upon the lot and shall be disposed of in an area provided for said specific purposes. All incinerators or other equipment for the storage or disposal of

such material shall be kept in a clean and sanitary condition. Any fuel storage facilities shall be above ground, concealed and in a properly vented structure.

8. No advertising signs or billboards shall be placed upon any tract in this development except the owner may place such sign as may be appropriate and necessary for the sale of the tract.

9. No animals shall be used commercially or boarded. No vicious or wild animals shall be kept. Animals shall not be kept in such a manner as to be a nuisance to the neighbors either by noise, odors, unsanitary conditions or otherwise. Dogs and cats shall be kept as domestic pets with no commercial use.

10. Any fences constructed on said lots shall be maintained in reasonable condition.

11. EASEMENTS: Easements of way for streets as shown on the recorded plat have been donated and dedicated to the public, and persons, firms, or corporations engaged in supplying electric power, gas, telephone, water and sewer shall have the right to use and occupy said easement of way and streets for their installation, maintenance, repair and replacement of such utility service. Other easements for the installation, maintenance, repair and replacement of utility services and drainage have been reserved, said easements being of various widths, reference being made to the recorded plat for a more specific description of width and location. The agents, servants, and employees of any parties giving any utility service shall have the right of ingress to and from and in, over and across said easement and no improvements, trees, incinerators, fences or other hindrances are grown, built or maintained within the areas of such easements, no utility shall be liable for the destruction or repair of the same.

(A) Telephone and Electric Power Easement: Wires and cables for utility services shall be underground within the easements and rights-of-way along perimeters of this addition where designed on the recorded plat. Electric power utilities shall have the dominant right to use and occupy the easements specified for them on the recorded plat for the installation, maintenance, repair and replacement of this type utility service. Except for the right of communications utilities to occupy these easements, as shown on the recorded plat, they shall be separate and exclusive easements dedicated solely for electric power utility purposes. All service connections shall be underground.

(B) The terms of the electric power easement shall remain in existence so long as the said easements are being used by electric utility to supply electric power and said easement shall extend beyond the limitations of terminating clauses as may or may not be set out elsewhere in these protective and restrictive covenants.