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FILED FOR RECORD  
At 2 O'clock P M

OCT 25 1995

PROTECTIVE COVENANTS AND RESTRICTIONS  
RICKARD SUBDIVISION

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

The undersigned, Bert E. Rickard and Peggy A. Rickard, husband and wife, being the sole owners of the following described real estate in Benton County, Arkansas.

Legal Description:

PART OF THE NW1/4 of the SE1/4 and part of the NE1/4 of the SW1/4 of Section 27, Township 20 North, Range 28 West, Benton County Arkansas, being more particularly described as follows: Beginning at the NE Corner of said NW 1/4 of the SE1/4; thence S. 87deg. 44min. 34sec. E. 992.96 feet; thence S. 2deg. 20min. 42sec. W. 639.81 feet; thence S. 87deg. 33min. 22sec. E. 100.12 feet; thence S. 2deg. 21min. 23sec. W. 695.87 feet; thence N. 87deg. 34min. 23sec. W. 933.42 feet; thence along the Corps of Engineers take line the following: N. 47deg. 12min. 55sec. E. 234.13 feet; N. 2deg. 32min. 10sec. E. 166.17 feet; N. 15deg. 44min. 25sec. W. 370.90 feet; N. 15deg. 43min. 16sec. W. 153.65 feet; N. 87deg. 34min. 36sec. W. 164.43 feet; N. 88deg. 06min. 57sec. W. 166.28 feet; and N. 2deg. 33min. 46sec. E. 497.81 feet; thence leaving said take line S. 89deg. 34min. 05sec. E. 166.43 feet to the point of beginning, containing 28.96 acres, more or less.

PART OF THE NW1/4 of the SE1/4 of Section 27, Township 20 North Range 28 West, Benton County, Arkansas, being more particularly described as follows: Commencing at the NE corner of said NW1/4 of the SE1/4 thence N. 87deg. 44min. 22sec. W. 279.40 feet to the point of beginning, thence N. 87deg. 44min. 22sec. W. 40.00 feet, thence S. 2deg. 20min. 42sec. W. 300.00 feet, thence N. 9deg. 56min. 17sec. E. 302.71 feet to the point of beginning, containing 0.14 acres, more or less (Quitclaim Deed 95 026606 May 1, 1995).

do hereby establish and create the following protective covenants and restrictions which shall be binding upon all owners of the above real estate, or any portion thereof, for a period of 25 years from the date hereof unless modified by the written consent of a majority of the then record owners of each lot of the above described real estate. At the expiration of said 25 year period these covenants and restrictions shall be automatically renewed for successive 10 year periods unless a majority of the record owners of the above described real estate shall consent in writing to discontinue or modify these covenants and restrictions. Any modifications of these covenants and restrictions shall be effective when a written instrument containing the modifications signed by the required number of owners shall be recorded with the Recorder for Benton County. Each subdivision tract will have single family ownership and one vote.

The covenants and restrictions which we declare to be in force from this day forward are as follows:

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1). No parcel of land within the above described tract shall be divided into anything less than 5 acres except for the original owners house of 2.92 acres.

2). No commercial or business activity shall be conducted on the above described property.

3). No structure of a temporary character, trailer, mobile home, recreational vehicle, basement, tent, shack, barn, garage, or other outbuildings shall be used on any parcel at any time as a residence, either temporarily or permanently; except that non-owner self contained recreational vehicles of visitors may be occupied by those visitors for up to two months in a calendar year. The owner of a parcel of the above described land may occupy a self-contained recreational vehicle while the land is being cleared and a home is being built, but not to exceed a total of one year.

4). If applicable, (present Arkansas law is anything under 10 acres), all water and septic systems must be approved by the State Health Department or such other state or county agency as is given jurisdiction of such matters.

5). No animals, reptiles, insects, birds, livestock or poultry of any kind shall be raised, bred or kept on any parcel except that the usual and ordinary household pets such as a dog, cat, bird, and the like, may be kept provided they are not kept, bred, or maintained for any commercial purposes, and that they are kept under reasonable control at all times. Said household pets shall not exceed a total number of 2. It is the intent of the covenant to maintain quiet enjoyment for the property owners subject to this declaration.

6). No hunting, trapping or other taking of wildlife, or discharging firearms shall be permitted on the above described real estate or any parcel thereof.

7). All rubbish, trash, and garbage shall be regularly removed from the property, and shall not be allowed to accumulate. Trash, garbage, and/or other waste shall not be kept except in sanitary containers. No junk, vehicles in disrepair, or other unsightly grosser objects shall be maintained or allowed on the property. Any condition or activity which creates a nuisance offensive to the property owners of other parcels to include excessive noise, shall violate this covenant. The property shall be maintained in a clean and sanitary condition.

8). The exterior of any residence which shall be completely finished within one year from the date of start of construction. In the event of noncompliance the seller of the parcel shall have the right to declare the sale void and reclaim the property. If the seller does not exercise this right within six months, the owner(s) of two parcels of property within the above described

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tract of property may file suit to declare the sale void and in which case the property will revert to the original owner. Extenuating circumstances will be considered on an individual basis.

9). Only one single family home or residence shall be erected or placed on any 5 acre parcel of the above described real estate, no manufactured or modular home shall be allowed on any lot. An owner of 10 acres or more, has the right to reconfigure his 10 acres into two 5 acre tracts as he deems fit. Each such dwelling shall have a minimum of 1200 square feet of heated living space if a one story structure and a minimum of 1800 square feet of heated living space if multiple floor structure, provided that the main floor has at least 1000 square feet of heated living space, except, after the main house is completed, one guest house of at least 900 square feet of heated living space will be allowed and shall be of compatible design and color as the main house. Guest houses will be for guests, and will not become permanent or, weekend rent houses. The residences built on said property shall not be released by the property owners.

10). All land clearing operations shall be conducted in a manner which will effectively preserve the natural environmental feature relative to trees and landscape surfaces, no clear cutting of any lot will be allowed.

11). No building shall be located or constructed on any lot, nearer than 50 feet to any side lot line.

12). A homeowners association which will be 5 or a maximum of 6, including the original owner, in this subdivision may be formed at anytime in the future if it is the wishes of a majority of the lot owners in the subdivision to do so.

13). The cost of maintaining the roads within the subdivision shall be borne by the lot owners on which they jointly travel. Maintenance work, that is to be paid by the lot owners, must be approved in advance by a majority of the lot owners. Each owner will maintain their own individual roads on their tract.

14). Electrical: The Power Company requires 20 feet of cleared right-away into a residence. The Power Company usually tries very hard to work with the owners not to clear anymore right-away than necessary. However, each owner must realize that they may be required to provide right-away to an adjacent tract within the subdivision. Hopefully, this will be accomplished via the roads.

15). BOAT DOCKS - It must be realized that the Corps of Engineers approves and determines the location of all boat docks. They may allow private owned or joint owned boat docks. The entire lake front of the subdivision is approved for boat docks, but this is an

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ever changing situation. The following rules will apply for the subdivision based on what is known:

- a). Lake front tracts will locate individual docks or railroad tracts adjacent to their property.
  - b). Subdivision tracts not on the water front will access their individual or joint owned docks via the lake access road.
  - c). The lake access road will not be open for the public, but only for the subdivision owners and resident guests of the subdivision owners. No one other than property owners in this subdivision will be allowed to own or access a boat dock across this subdivision.
  - d). If an owner decides to sell their residence, they must sell their boat dock with the residence or remove it.
  - e). If the Corps of Engineers require joint subdivision docks, the original or first dock to be constructed shall be reimbursed for the fixed cost of the initial dock by additional slips so the original costs are borne equally by each additional slip to the subdivision dock. The cost of repairs and maintenance to the dock shall be shared equally by the dock owners except if an individual or party causes damage to the dock, they shall be responsible to repair the damage.
  - f). Resident owners and guests should be reminded that boat docks are private property. They should not access a boat dock other than their own without prior approval.
  - g). Each property owner is entitled to only the number of stalls necessary to accommodate their boats and no person other than that owner shall be permitted to moor a boat at this dock (This is also Corps rules). No stalls can be rented or loaned to non-owners of the dock.
  - h). All joint subdivision docks are private property and are for the use of property owners and their house guests only. The sale or transfer of ownership of space within the joint subdivision docks is limited to the subdivision property owners and must be approved by the Resident Engineer prior to the sale. The conditions for permit for lakeshore use as issued by the Corps of Engineers shall rule. The dock owners are authorized to establish and enforce rules and regulations for access, construction, operation and maintenance of the joint docks.
- 16). The road into this subdivision will be a private road approximately 40 feet wide by 474 feet long. The grantor Bert E. Rickard and Peggy A. Rickard, husband and wife, will issue a legally recorded easement to the owners of tracts in this subdivision for ingress and egress for them and their guests. This will remain a private road to the public, unless the majority of the subdivision wish to convert to a county road sometime in the future. This easement protects the owners of the subdivision from the public having access all the way to the Corps line and access to the lake. If the original Grantors sell their residence, this easement will remain in effect and be irrevocable by the new owners. Only the majority of the subdivision can effect the legality of this easement.

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The above covenants and restrictions shall run with the land and shall be binding upon all parties acquiring any interest in the above-described real estate or any portion thereof. They may be enforced by any owner of record of any parcel or portion of the above-described real estate by proceeding at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions either to restrain one or more of the above covenants and restrictions by judgment or court order shall not affect any of the other covenants and restrictions which shall remain in full force and effect.

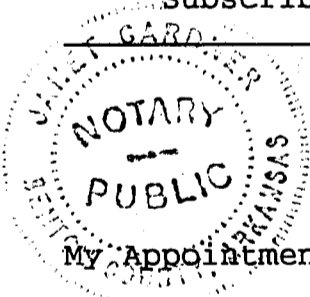
WITNESS our signatures, of Bert E. Rickard and Peggy A. Rickard, husband and wife, owners of the above-described real estate this 19th day of Oct, 1995.

Peggy A. Rickard  
PEGGY A. RICKARD

Bert E. Rickard  
BERT E. RICKARD

STATE OF ARKANSAS )  
                          ) SS:  
COUNTY OF BENTON )

Subscribed and sworn to before me this 19th day of Oct, 1995.



Janet Gardner  
Notary Public