

FILED FOR RECORD

02/22/2017 1:40PM

RHONDA WATKINS Clerk
Boone County, ArkansasBy *[Signature]* D.C.

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR LIBERTY ESTATES, PHASE I

This Declaration is made this 22 day of February, 2017, by Dan Hatfield, Owner and Developer (hereinafter "Developer"). Developer hereby establishes the following covenants and restrictions for lots in Liberty Estates, Phase 1, Recorded in the Land Records of the Boone County Circuit Clerk, _____, to preserve and enhance the attractions, value and enjoyment of the residences and improvements to be constructed. These covenants and restrictions shall run with the land to be binding on and enforced by the Developer and all future Grantees, Successors and Assigns, to-wit:

1. The Lots affected by these Covenants and Restrictions are for lots in Phase I only.
2. All Lots shall be used only for residential construction of frame-built homes with a total interior finished floor area of not less than 1200 square feet, excluding garages. Construction must be completed within 18 months of commencement.
3. Exterior walls and roofs of all buildings must be constructed of conventional permanent materials. The use of unconventional material is prohibited.
4. All wells and septic systems must be approved and installed in accordance with the Arkansas State Health Department rules and regulations governing wells and septic systems.
5. Easements are reserved where needed for installation and maintenance of utilities.
6. No manufactured housing and/or mobile homes shall be permitted. Travel trailers, recreational vehicles, campers, boats, motorcycles, old automobiles, inoperable automobiles, unlicensed automobiles, or any other unsightly objects are not permitted on the lots unless kept completely out of sight inside of the house or enclosed garage. However, during the 18-month construction phase outlined in paragraph 2 above, travel trailers, campers, and recreational vehicles are permitted on those lots under construction and need not be kept out of sight or enclosed in a garage.
7. All accessory out-buildings shall be constructed and covered with materials matching the residence.
8. No animals, including but not limited to livestock, poultry, dogs and cats, shall be kept upon any lot except as a domestic pet and for the domestic use of the occupant of the

principal dwelling. Domestic pets are defined as dogs, cats, and small indoor animals. No animals shall be used commercially or boarded. No vicious animals 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 the number of animals, noise, odors, unsanitary conditions or otherwise.

9. Nuisances and/or excessive noise shall not be permitted on any lot or in the Common Area. Neither shall any noxious or offensive activity be carried on upon any lot, nor shall anything be done which may become an annoyance or nuisance to other lots or lot owners.
10. No trash may be burned on any lot; however, burning of natural brush, such as leaves and wood from trees is permitted.
11. Yard fences shall not be constructed of barbed wire or other metal farm fencing. Neither shall chain link fencing or other ornamental metal fencing be permitted. Wood and composite fencing is permitted.
12. No trash and debris shall be permitted on the lots and yards shall be kept in a neat and attractive manner.
13. It is contemplated that the Phase 1 of Liberty Estates will have a common area, accessible to all lot owners. The Common Area includes but is not limited to certain open spaces, streets, sidewalks, green spaces between curbs and sidewalks, any drainage system, and any other areas or community facilities which may be designated by Developer as Common Area on the plat of the Subdivision, as the same may be recorded from time to time, and which is intended for the common benefit of all Lots. Title to the Common Area shall be held by Developer, and each Lot owner has the right to use the common area. No lot owner's use of the Common Area shall materially interfere with any other lot owner's use of the Common Area.
14. The Common Area will be maintained by Developer until such time as a homeowner's association is created, at which time Developer's obligation to maintain the Common Area shall cease.
15. These covenants shall be binding on the Lot owners, occupants and guests for an initial term of 25 years and shall automatically renew each 10 years thereafter. These covenants

may be amended by a 2/3 majority vote of all lots, with each lot having one vote.
Amendments must be in writing signed by the approving owners.

16. These covenants may be enforced by one or more owners by bringing an action in the District or Circuit Court of Boone County, Arkansas.

LIBERTY ESTATES

By: 
Dan Hatfield, Developer

STATE OF ARKANSAS)

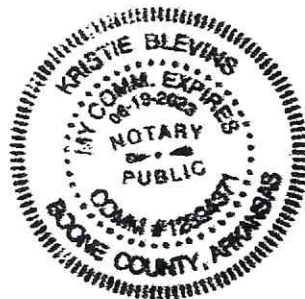
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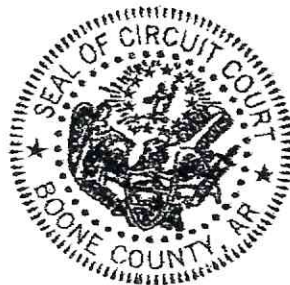
COUNTY OF BOONE)

BE IT REMEMBERED, That on this day appeared before me, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, **Dan Hatfield, Developer of Liberty Estates**, to me well known as the person who executed the foregoing and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my Hand and Seal as such Notary Public on this 22nd day of February, 2017.




NOTARY PUBLIC



STATE OF ARKANSAS } SS
COUNTY OF BOONE }
I hereby certify that this instrument was filed for record in my office the 02/22/2017 1:40PM and duly recorded. Record as Instrument # 2017000936. Witness my hand and the court seal this 02/22/2017 1:40PM
RHONDA WATKINS
Circuit Clerk and Recorder

By  D.C.