

NENE 35-14-25

NWNW 36-14-25

DECLARATION OF COVENANTS AND RESTRICTIONS FOR**THE OLDE HUNTER PLACE****A residential subdivision of rural property in****MADISON COUNTY, ARKANSAS**

L202000103

MADISON CO, AR FEE \$50.00

PRESENTED: 01-14-2020 09:53:43 AM

RECORDED: 01-14-2020 09:53:43 AM

JUDY FOSTER

CIRCUIT CLERK AND RECORDER

BY: TYLER KING

DEPUTY CLERK

MISCELLANEOUS FEE

8 Pages

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, VIIRAM McKENNEY AND DONNA MEY, Husband and Wife, herein after called the DEVELOPER, are the owners of the hereinafter described lands lying in the County of Madison, State of Arkansas, and propose the development upon said lands, together with any additions thereto as hereinafter provided, of a residential informal subdivision of said lands in Madison County; and

WHEREAS, the Parties hereto desire to provide for the preservation of the values in said subdivision by subjecting the said lands herein described, to the covenants, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof;

NOW THEREFORE, The Parties hereto hereby declare that the real property hereinafter described in Section 1 of Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth:

ARTICLE I: PROPERTY SUBJECTED

Section 1. Existing Property. The existing real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located and situated in the County of Madison, State of Arkansas, to-wit: THE SE ¼ OF THE SE ¼, OF SECTION 26, THE NE ¼ OF THE NE ¼, OF SECTION 35, AND THE NW ¼ OF THE NW ¼, OF SECTION 36, T14N, R25W, see Exhibit "A", attached to this document.

Section 2. Property Owners Association. DEVELOPER, its successors and assigns, shall have the right, but not the obligation, to create, for the benefit of the subdivision, a Property Owners Association. Such Association, if created, shall be vested with such powers as may be established by its articles, by-laws, this declaration, by the laws of the State of Arkansas or which may be designated by the Developer. The Association, if created, may be empowered to maintain all roads and easements, to levy assessments against the property subjected to this declaration, and to place and enforce liens for the collection of such assessments against the real property subjected to this declaration. Each owner of any portion of the property subject to this declaration does, by acceptance of a deed to such property, or by execution of this declaration, agree to be subject to and bound by the authority of such Association, if created, whether created before or after delivery of such deed. All voting rights and requirements shall be as defined herein.

Upon the sale of ninety percent (90%) of the real property subjected hereto, to persons or entities other than DEVELOPER, the owners of not less than 75% of the total lots may, in the event no Property Owners Association has been created, create such Association, subject to the terms and limitations of this Declaration.

The Property Owners Association shall be responsible for maintaining all common areas, subdivision signs, and roads within the development. The Property Owners Association may further provide for the maintenance of common utility services, including by way of illustration but not limitation, water. The Property Owners Association may from time to time require assessments, either monthly or annually, in the sole discretion of the Property Owners Association. The amount of any such assessment shall be equal for each Tract or Lot, and re-proportioned upon any further dividing of a Tract or Lot, and based on the actual cost of maintenance or service requirements divided by the number of properties in the development.

(a) Lien for Assessments. All sums assessed against any property pursuant to this declaration, together with any late charges as provided herein, shall be secured by a lien on such property in favor of the Property Owners

Association. Such lien shall be superior to all liens and encumbrances on such lot except for:

(1) Liens of ad valorem taxes;

(2) A lien for all sums unpaid on a first mortgage or any purchase money mortgage, duly recorded in the public records of Madison County, Arkansas, and all amounts advanced pursuant to such mortgage and secured thereby in accordance.

All persons acquiring liens or encumbrances on any property after these protective covenants shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens or assessments as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

(b) Effect of Nonpayment of Assets. Any assessments which are not paid when due shall be delinquent. Any assessments due for a period of ten (10) days shall incur a late charge in the amount of Ten percent (10%) of the assessment. The Property Owners Association shall cause a notice of delinquency to be given to any owner who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien as herein provided for shall attach, and, in addition, the lien shall include a late charge of the maximum allowable rate of interest from the date first due and cured, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Property Owners Association may, as it board shall determine, institute suit to collect such amounts or to foreclose its lien. Each owner, by his or her acceptance of a deed to a lot, or by execution of this instrument, vests in the Property Owners Association, or prior to its creation, the DEVELOPER, or their agents, the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this article shall be in favor of the Property Owners Association. The Property Owners Association shall have the power to bid on the lot at any foreclosure sale or to acquire, hold, lease, mortgage, and convey the same. No owner may waive or otherwise escape liability for the assessments provided herein, including, by way of illustration but not limitation, abandonment of his or her lot.

ARTICLE II: UTILITIES AND EASEMENTS

Section 1. Utility and Drainage Easements. DEVELOPER, for itself and its' successors and assigns, hereby reserves and is given a perpetual, alienable and releasable blanket easement, privilege and right, but not the obligation, for the construction, operation and maintenance of water, sewer, natural gas, electrical, telephone and cable television services and other conveniences or utilities on, in, over and under all of the private lands within the boundaries of the property subjected hereto, whether in place, or as shown on any survey of the subject property filed simultaneously herewith or subsequently to this instrument, on, in, over and under a 15 foot strip along and parallel with the interior of all side Lot lines of each Lot, 30 feet along the interior of all rear Lot lines, 30 feet with the interior of the Lot from the Highway 16 Right of Way line, and 30 feet from Right of Way line of the gravel road running through the NW ¼ of the NW ¼ of Section 36, in the subdivision. DEVELOPER shall have the unrestricted and sole right and power of alienating and releasing the easements, privileges and rights referred to herein with the understanding, however, that DEVELOPER will make such utility easements available to all public authorities or publicly regulated utility franchisees as needed for the purpose of construction, operation and maintenance of such conveniences or utilities to the extent that such services are constructed, operated and maintained by them or for which they have assumed the responsibility for such services to be provided. The Owners of such lands shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed in connection with such utilities or conveniences on, in, over or under the property which is subject to said easements, privileges and rights. Within these aforesaid easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities or conveniences, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. Owners may install driveways, fences, sidewalks or other similar facilities thereon, provided, however, that such installments do not cause any such damage or interference with any such utilities or other conveniences or drainage channels and subject to the right of DEVELOPER, its successors and assigns, and the public authorities or utility companies, to cause the removal of same without liability to the Owner when reasonably required in connection with their utilization of such easement areas.

All Lots or Tracts are subject to any existing easements, such as overhead electric utility lines, telephone lines, buried or overhead, and subject to the proposed rural water line, to be installed by the Mount Olive Water Company, and any other easements, known or unknown.

Section 2. No Obstruction of Roadways, and driveway requirements. All roadways within the subdivision shall be private in nature, reserved for the benefit of the owners of the properties, or any portion thereof, subjected to these covenants. No person or entity shall erect, construct or maintain any obstruction of public roads situated within the property subjected hereto. Any private driveways to be built off of Arkansas Highway 16 will apply to the Arkansas Department of Transportation, or any entity inheriting authority governing such driveways, for a driveway permit, and will meet or exceed their rules for placement of driveways and culverts for proper drainage.

Section 3. Roadway Easements Granted, and restrictions on future easements. The parties hereto hereby create and dedicate the following roadway for the use and benefit of the owners of the subjected property, or any portion thereof, together with their guests and invitees. No parking shall be permitted within the roadway. Easements hereby dedicated are described as follows: The existing gravel Road running through the NW ¼ of the NW ¼, of Section 36, T14N, R25W, is hereby dedicated as a 50 foot wide Right of Way. Access to private landowners and to the public lands lying to the north of the property subjected hereto shall not be restricted by gates or any other obstruction, leaving said road open and clear for the flow of traffic. Also, herein is created a private road easement for the use and benefit of the owners of Tract 1, 2, and 3, see Exhibit "A", attached to this document

ARTICLE III: PROTECTIVE COVENANTS

Section 1. Zoning. All property subjected hereto shall be held, owned, occupied and used only for single family residential purposes in accordance with the provisions of this Declaration and any subdivision codes of Madison County, Arkansas, and any building codes of the City of Huntsville, Arkansas. No property subjected hereto shall be used for any commercial purpose, EXCEPT AS PROVIDED HEREIN. SEE SECTION 15 FOR EXCEPTIONS TO THIS RULE. For purposes of this Declaration, rental of all or any portion of a property for a period exceeding Thirty (30) consecutive days, whether to one or more individuals or in one or more transactions, shall be considered commercial usage and shall be prohibited. Any and all conflicts shall be resolved in favor of the more restrictive thereof. Each individual tract shall be restricted to 2 single-family residential structures or One (1) duplex. No multifamily residential structures are provided for on the property subjected to this Declaration as Existing Property in Article I, Section 1 hereof.

Section 2. Re-subdivision. No property to this Declaration as existing property in Article I, Section 1 hereof, that is sold out of said property, shall be re-subdivided into any tracts, or remainder tracts, smaller than 5 acres. All tracts sold that are less than 10 acres are to stay intact as sold.

Section 3. Building Limitations. The subdivision and building codes of the City of Huntsville, Arkansas and of Madison County, Arkansas, as they presently exist or are hereafter amended, shall be and hereby are made applicable to all properties subjected hereto. All improvements shall comply with said ordinances as they exist at the time of construction. Any conflict between such ordinances and/or the provisions of this declaration shall be resolved in favor of the more restrictive provisions. No residential structure shall be erected, altered, placed or permitted to remain on any Lot which contains less than the minimum square footage requirement as provided in this Declaration or the Supplemental Declarations recorded in connection therewith. Such minimum square footage requirement shall be calculated on heated and livable floor space excluding porches, garages, patios, decks and other attachments to the structure. Such structures shall not exceed three stories in height, excluding below ground basements. Outbuildings and improvements such as cabanas, gazebos and pools shall be allowed within the building area of any Lot, so long as incidental and related to residential use of the premises. The minimum square footage requirement for each residential constructed upon the property subjected to this Declaration in Article I, Section 1 hereof, shall be 600 square feet, and shall be built on a continuous foundation of either concrete, concrete blocks, or rock and cement. No houses shall be built on piers only, or dry stack rocks.

Section 4. Temporary Structures. No structure of a temporary character, including, but not limited to, any trailer, camper, mobile or modular home (including prebuilt cabins), recreational vehicle, tent, shack, garage,

barn, shed, or other outbuilding shall be used at any time as a residence. Also, no structure of a temporary character, including, but not limited to, any trailer, camper, ATV, or recreational vehicle shall be either temporarily or permanently stored thereupon, unless properly screened from view of the streets. Usage of a recreational vehicle or camper as a living facility during the period construction of a residence is ongoing shall be permitted. No such occupancy shall exceed Six (6) months in duration. Absolutely no mobile or modular homes, or tiny homes are allowed on the property. Also, a steel truss type building is not considered a residence.

Section 5. Yard Space Restrictions. No building shall be placed closer to the front, rear or side Lot lines than the setback line set forth below:

(a) A single family residential structure or any building incident thereto shall not be closer than 50 feet to Highway 16 Right of Way line, with the exception of Lot 3, upon which a structure may be built up to the previously mentioned utility easement line. Along the gravel road running through the NW ¼ of the NW ¼, Section 36, the setback line shall be 30 feet from the Right of Way line of said road, said Right-of-Way defined as 25 feet on each side of the existing centerline of said road.

(b) A single family residential structure or any building incident thereto shall not be closer than 30 feet from any side or rear property line.

Section 6. Time for Completion of Buildings. All structures shall be completed in accordance with all applicable permits, codes, standards, rules and regulations applicable thereto within six months of start of construction as to the exterior and within nine months of start of construction as to interior. All structures shall be built on site and no modular or mobile homes shall be permitted.

Section 7. Electric Wiring and Plumbing. Electric wiring and plumbing installed in any structure shall be in accordance with such standards as may be prescribed by any applicable state or local building code.

Section 8. Water Supply and Sewage Disposal. No residential construction shall be commence on any individual tract prior to the installation and approval of a suitable sewage disposal system, or approved human manure composting system by the State of Arkansas Health Department or any agency that inherits such authority, and either connection to the rural water line, installation of a water well, or a rain catchment water supply system capable of supporting a septic system.

Section 9. Exterior Finish. Exterior finishes of all residential structures constructed shall consist of brick, stone, wood siding (not including raw plywood or chipboard), stucco, cob, or logs. No other exterior finishes shall be permitted.

Section 10. Signs. All signs are prohibited within the subject property except as set forth below:

(a) Signs erected by DEVELOPER or a public authority for identification of the project, 911 addressing, streets, traffic control and directional purposes; and

(b) Signs of a temporary nature advertising property for sale, which such signs shall not exceed six (6) square feet in area, shall be limited to one such sign per Lot, must be placed upon the specific property involved. Signs indicating that the property is sold shall not exceed two (2) square feet in area, and removed within 30 days of the real estate closing date..

Section 11. Propane Tanks. Propane tanks are permitted provided that such are located only in rear yard building areas, and are installed in strict compliance with all state and local laws and ordinances

Section 12. Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot including, but not limited to, the following:

(a) Storage of Building Materials. No building material of any kind or character shall be placed or stored upon any individual tract until the Owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed or screened from view of the streets.

(b) Inoperative Vehicles. No automobile, truck, bus, tractor, boat trailers, or other vehicle shall be left inoperative on any individual tract for a period of more than fourteen (14) days except in accordance with the provisions hereof for off street parking.

(c) General Maintenance. The Owner of an individual tract shall properly provide for the maintenance thereof, including, but not limited to, the following: cut, trim, care for and maintain trees, shrubs and grass, repair, replace and care for walks, roofs, gutters, downspouts, exterior building surface, windows, fascia, doors, decks and make other exterior improvements, including repainting or staining, as needed.

(d) Oil, Gas and Mining Operations. No oil, natural gas or mineral drilling, development operations, refining, quarrying, tunneling, or mining operations of any kind shall be permitted upon or in any portion of the property subjected hereto.

(e) Trash Disposal. No trash, rubbish, building debris, or waste shall be disposed of by BURNING, OR DUMPING ON THE PROPERTY. This provision shall not be interpreted to prevent the burning of yard waste, leaves, brush and other organic material.

Section 13. Pets, Livestock or Poultry. No commercial animal, livestock or poultry operations of any kind shall be raised, bred or kept on any portion of the property subjected hereto. Dogs, cats or other usual household pets which are not considered inherently frightening to the general public may be kept, provided that no more than SIX (6) such pets shall be kept and maintained and they are not kept, bred or maintained for any commercial purposes. Domesticated farm animals, defined as cattle, horses, sheep, goats and swine, may be kept, provided no more than four (4) total domesticated farm animals shall be kept at any time. Poultry shall be permitted, provided any coop building shall be limited to no larger than 16' by 16' and the total number of poultry shall not exceed thirty (30). Any pets kept or maintained upon said Lots shall be maintained in accordance with all applicable state laws and local ordinances. All pets must be restrained at all times within boundary of lot. It will be the owners' responsibility to keep their animals on their own property.

Section 14. Off Street Parking. Recreation and camping vehicles and boats may be parked and stored upon the individual tracts. However, these vehicles and boats shall be parked beside or behind the residential structure and screened as needed so that they are not readily visible from the street or adjoining properties. No vehicles may be parked regularly overnight in the streets of this subdivision. Property owners shall provide sufficient off-street parking to accommodate the vehicles used by their family and guests.

Section 15. Home Occupations. Home occupation, trade or business shall be allowed upon the property subjected, with notable exceptions. Home occupation shall be defined to specifically include any activity in which any owner is using any portion of the property for commercial gain. No other person(s) than the owner of record or their immediate family (defined as spouse or their children) shall have the right to operate any business on the property. Business shall be limited to those that do not create additional traffic in the area, do not create excessive noise, and/or creates an environmental hazard. The Tracts sold are to be used primarily for residential purposes. BUSINESSES THAT ARE NOT ALLOWED, AND BY EXAMPLE ANY BUSINESSES SIMILAR IN NATURE, ARE AS FOLLOWS; no auto mechanics, auto body shops, or any business performing vehicle, tractor, ATV, or any motor vehicle maintenance or repair, welding shops, day care business, restaurant or food service establishment, the selling of building rock, and/or any building or construction business, including but not limited to the construction of portable building, roof trusses, cabinet shop, etc.

ALSO, NO COMMERCIAL TIMBER CUTTING IS ALLOWED. TIMBER MAY BE CUT FOR PERSONAL USE, AS IN CONSTRUCTING BUILDINGS FOR USE ON THE PROPERTY, OR FOR FIREWOOD. NO FIREWOOD, TIMBER, OR LUMBER CREATED FROM THE TIMBER, MAY BE SOLD.

ARTICLE IV: MISCELLANEOUS PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer and/or Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns, either individually, as an informal group, or as an

established Property Owners' Association as set forth in these covenants and restrictions, or any law enforcement officer. The Developer may or may not enforce any part of these covenants and restrictions at their discretion, without restricting their right to do so upon any future enforcement of violations of this document.

Section 2. Amendments. The covenants and restrictions of this Declaration may be amended at any time after execution hereof provided an instrument signed by the then Owners of not less than 75% of the individual tracts created within the subjected property has been recorded agreeing to such amendment and further provided that no such amendment shall be effective unless made and recorded ninety (90) days in advance of the effective date thereof and unless written notice of the proposed amendment is sent to every Owner at least thirty (30) days in advance of any action taken, provided that all existing covenants and restrictions shall remain in place, and any amendments will not weaken them in any manner. Additionally, DEVELOPER shall have the right to file amendments hereto, provided DEVELOPER shall, at the time of filing of any such amendment, shall be the owner of at least 50% of the total acreage subjected hereto.

Section 3. Voting Rights. Notwithstanding anything in this Declaration it is the intent of this instrument to provide that any vote required of the Owners of the subdivision shall be taken on the basis of one (1) vote for each individual tract, created within the subjected property. When more than one person and/or entity holds such an interest entitled to vote, their single vote shall be cast as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to an individual tract. The exception to this rule is that if a single owner or group of owners purchase more than 1 tract or lot, that owner or group of owners shall only have one vote.

Section 4. Severability. If any of the provisions of this Declaration, or any section, clause, phrase, word, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of such instrument and the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the public records at the time of such mailing, or through electronic means such as an email address or text message number provided by the Owner of any tract to the DEVELOPER, the other Owners, or to the Property Owners' Association, as a means of official contact.

Section 6. Genders and Plurals. Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include plural, and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the project.

Section 7. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text.

Section 8. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction herein, either to restrain violation or to recover damages against the party in violation, and/or against the land to enforce any requirement created by these covenants. Failure by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9. Assignment, Transfer or Conveyance by Developer. DEVELOPER reserves and shall have the right to assign, transfer or convey any reservations, rights or obligations of DEVELOPER hereunder, and upon such assignment, transfer or conveyance, DEVELOPER shall immediately be released and discharged as to any and all liability incident to such reservations, right or obligation.

Section 10. Applicability. All provisions set forth herein shall extend to and be binding on the respective legal representatives, heirs, successors and assigns of all Owners and other parties mentioned herein where consistent with the context thereof.

Section 11. Arkansas Law. This agreement has been executed and delivered in the State of Arkansas,

shall be construed under the laws of Arkansas and any action to enforce or interpret the provisions hereof shall be brought in a court of appropriate jurisdiction in Arkansas.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed

this 14 day of January, 2020.

Viram McKenney
VIIRAM McKENNEY

OWNER

Donna M. Mey
DONNA M. MEY

OWNER

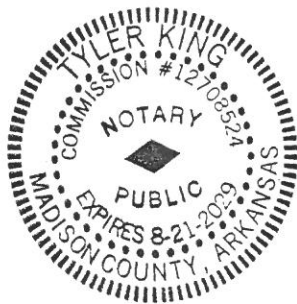
ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF MADISON)

On this day before me, the undersigned, a Notary Public duly qualified, commissioned and acting within and for the said state and county, appeared in person the within named VIIRAM McKENNEY AND DONNA M. MEY, to me well known, who stated that they were duly authorized to execute the foregoing instrument, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and Seal on this 14 day of Jan., 2020

My Commission Expires:
8-21-29



Tyler King
Notary Public

EXHIBIT "A"

A DESCRIPTION OF THE ENTIRE PROPERTY, AND A DESCRIPTION OF A PRIVATE ROAD EASEMENT ACROSS CERTAIN TRACTS.

SURVEY DESCRIPTION: All of the SE 1/4 of the SE 1/4, of Section 26, all of the NE 1/4 of the NE 1/4, of Section 35, and all of the NW 1/4 of the NW 1/4, of Section 36, T14N, R25W, 5th Principal Meridian, Madison County, Arkansas, and being more particularly described as follows; BEGINNING at the northwest corner of the NW 1/4 of the NW 1/4, said Section 36, thence along the north line thereof, S 89°07'27" E 1312.18', to a set 1/2" rebar pin with location cap, the northeast corner thereof, thence along the east line thereof, S 00°57'38" W 1313.18', to a set 1/2" rebar pin with location cap, the southeast corner thereof, thence along the south line thereof, N 89°06'47" W 1308.97', to a set 1/2" rebar pin with location cap, the southwest corner thereof, thence along the south line of the NE 1/4 of the NE 1/4, said Section 35, N 88°56'10" W 1303.57', to a set 1/2" rebar pin with location cap, the southwest corner thereof, thence along the west line thereof, N 01°05'47" E 1317.33', to a set 1/2" rebar pin with location cap, the northwest corner thereof, thence along the west line of the SE 1/4 of the SE 1/4, said Section 26, N 00°52'39" E 1311.80', to a set 1/2" rebar pin with location cap, the northwest corner thereof, thence along the north line thereof, S 88°39'20" E 1298.43', to a set 1/2" rebar pin with location cap, the northeast corner thereof, thence along the east line thereof, S 00°55'39" W 1309.85', to the POINT OF BEGINNING, containing 117.821 acres.

EASEMENT DESCRIPTION: A private, primitive road easement over and across portions of Tracts 1, 2, and 3, of The Olde Hunter Place Subdivision, for the exclusive use of the owners of said Tracts, a part of the SE 1/4 of the SE 1/4, of Section 26, T14N, R25W, 5th Principal Meridian, Madison County, Arkansas, being 20 feet in width, the centerline of which is more particularly described as follows; Commencing at the northwest corner thereof, a 1/2" rebar pin with location cap, thence S 10°43'56" E 111.97', to a POINT in the center of Madison County Road 3175, at its' intersection with a private primitive road, the POINT OF BEGINNING, thence along the centerline of said primitive road the following calls, S 89°09'31" E 23.28', S 54°51'16" E 16.80', S 26°52'53" E 40.51', S 18°32'23" E 67.61', S 11°13'04" E 38.20', S 07°57'44" E 119.56', S 14°01'55" E 112.47', S 01°09'58" E 52.74', S 06°30'19" W 191.09', S 01°02'00" W 73.78', S 02°18'11" E 117.99', S 07°27'11" W 87.24', S 32°15'12" E 11.84', N 81°09'21" E 15.07', N 52°14'09" E 16.75', and N 31°37'31" E 58.04', to a point on the south line of said Tract 2.