

FEB 11 1994

2:10 O'CLOCK P.M.
DONNA WILSON, CLERK
Deputy Clerk D.C.

DEED OF DEDICATION AND BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

PREAMBLE

WHEREAS John P. Cobb and Mary E. Cobb, herein referred to as Grantors, are the owners of the lands embraced in "HELL CREEK LANDING" subdivision, the plat of which is filed herewith,

AND WHEREAS Grantors desire to convey the lands embraced in said plat to Hell Creek Development Company, a partnership,

AND WHEREAS Grantors desire to convey streets, paths and common areas within the plat to the Hell Creek Landing Homeowners' Association,

AND WHEREAS Grantors desire to convey easements to utility firms,

AND WHEREAS Grantors desire that the building lots in this subdivision be held, owned and conveyed subject to the protective covenants delineated herein.

CONVEYANCES and PLAT FILING

NOW, THEREFORE Grantors, in consideration of the acknowledged benefits to accrue to them, affirm that they have filed the aforementioned plat, and Grantors hereby convey to Hell Creek Development Company, a partnership, all of their right title and interest in the lots depicted in said plat. Grantors hereby convey to the Hell Creek Landing Homeowners' Association all streets, paths and other areas of land contained within the plat but not included within the boundaries of any lot. In addition, utility easements are shown on said plat and Grantors hereby grant, donate and dedicate to public utility firms the right to use and occupy such easements and to have free ingress thereto and egress therefrom for the purpose of installation, maintenance, repair or replacement of such utility service.

The filing of said plat shall create the subdivision which shall forever be known as "Hell Creek Landing", and the use of the lot number in any deed of conveyance for such lot shall always be deemed a sufficient description thereof.

RESTRICTIVE COVENANTS

In order to assist the desire of homeowners to enjoy the mutual pride and comfort of living in a clean, attractive environment, building lots in Hell Creek Landing Subdivision shall be owned in conformity with, and conveyed subject to, the following covenants:

LAND USE, SET BACKS and BUILDING CONSTRUCTION AND APPEARANCE

Only one single-family residence containing a minimum of 1400 square feet of enclosed, heated living area may be constructed on each lot in Hell Creek Landing. Construction must be done on site using log, stick or post and beam method and resulting in exterior surfaces being either log, veneered with masonry, or covered with attractive siding. Any exposed concrete block foundation must be painted in conformity with the exterior of the house.

The minimum set back from streets, utility easements and side lot lines is sixty (60) feet where terrain permits for all structures, including walls and fences. Additional structures such as guest houses, storage sheds, workshops and garages must meet the architectural and construction standards of the main dwelling. Mobile homes and double-wide manufactured homes are specifically restricted from this development.

CONSERVATION OF TIMBER AND SOIL

Timber clearing other than removal of underbrush shall be limited to the minimum required for buildings, driveway and parking facility construction and for establishing no more than one acre of yard and/or garden area adjacent to buildings. All clearing, excavations and fills shall be seeded and stabilized and driveways and parking areas shall be constructed so as to minimize erosion or runoff of surface soil.

SEPTIC SYSTEM

Septic systems shall be installed by a contractor recognized in Stone County as knowledgeable as to local soil conditions and in accordance with the recommendations, requirements and standards of Stone County, Arkansas, and/or the Arkansas State Board of Health. Approval of all systems shall be obtained from the appropriate authority. In addition to governmental requirements, the minimum size for a septic tank is one thousand (1000) gallons. Every reasonable action will be taken to avoid pollution of surface or ground water by any septic system installation.

UNDERGROUND UTILITIES

Wherever power, telephone and/or TV cable service is supplied underground to a lot, that service must be continued underground to all buildings or other structures using such service.

MAINTENANCE AND APPEARANCE

All buildings must be kept in good repair and appearance at all times. The land shall be kept orderly and clear of inoperative vehicles or scrap material. Trash, garbage or other waste shall be contained in sanitary containers until proper disposal is effected. Vehicles or other items stored (not in frequent use) on the property, shall be housed in buildings or otherwise kept out of sight from the street and neighbor's houses. Property set backs shall be observed in such storage.

RESTRICTED ACTIVITIES

Subdivision of a purchased lot by rental or sale of any portion of said lot shall not be allowed.

Commercial activity is allowed so long as such activity causes no adverse consequence to the neighborhood such as additional traffic, noise, or any other annoyance.

In consideration of the safety and quiet enjoyment of other owners, discharge of firearms or the use of fireworks is prohibited.

No livestock or poultry shall be raised for any commercial purpose nor shall any animals or fowl be kept so as to interfere with the quiet enjoyment of the neighborhood. Animal owners shall be strictly liable for any disturbance, damage, annoyance or nuisance caused by their animals. Animals creating recurrent problems must be removed from the subdivision.

Limited temporary occupancy of a licensed, fully operational travel trailer or motor home on lots is allowed under the situations listed below so long as holding tanks for sewage are used properly and dumped at an approved facility or into an approved septic system installed on the lot:

- 1) Habitation is allowed for no more than six calendar months during the construction of a home on said lot.
- 2) After the completion of home construction on a lot, habitation is limited to non-compensating guests only and such habitation is limited to a total of six weeks in any calendar year.
- 3) Unlimited habitation is authorized prior to the beginning of construction of the first home in the subdivision.

PROPERTY OWNERS' ASSOCIATION

The Hell Creek Landing Homeowners' Association shall be the owner of all streets, paths and other common area within the subdivision. The association shall be owned and operated by John Cobb, Mary Cobb and the record owner or owners of each lot in the subdivision. The initial Board of Directors shall consist of John Cobb, Mary Cobb and the first three new property owners. The directors shall establish by-laws at its first meeting.

VARIANCE and ADVISORY COMMITTEE

The Hell Creek Landing Homeowners' Association will establish a committee to monitor compliance with these covenants, provide advice to owners with questions concerning compliance with the covenants, and to consider requests for variances from the covenants. Some requests may be approved, if they are consistent with the overall goal of preserving the attractive residential environment for all property owners. Initially, the committee will consist of John Cobb, Mary Cobb, and the first two new property owners, or their representatives. The committee shall establish by-laws at its first meeting.

TERM

These covenants, which shall be deemed to run with the land, shall remain in force for a period of twenty years from the date this instrument is filed for record in Stone County, Arkansas, or until extended, amended, or canceled under the procedure described below.

AMENDMENT

The covenants contained in this document may be extended for additional ten year terms, amended, or canceled by a written instrument signed and acknowledged by the owner or owners of over fifty per cent (50%) in area of the land in this subdivision. Said instrument shall be binding for a period of twenty years from the date it is filed for record in Stone County, Arkansas, or until such time as it may be amended or canceled under the procedure described above.

SEVERABILITY

Invalidation of any provision, or part thereof, set forth herein by act of any court or administrative body shall not affect any other provision herein.

ADDITIONS TO SUBDIVISION

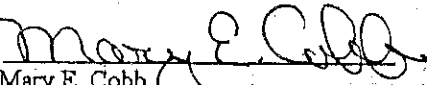
Hell Creek Development Company, its assigns or successors, may from time to time accept additional land to be included in Hell Creek Landing by causing a plat of such additional lands to be filed of record with the Stone County Clerk. Restrictions and covenants applicable at the time of such addition shall be extended to cover such additional land.

ENFORCEMENT

The restrictions enumerated above are intended as additions to any and all remedies available at law or in equity. Upon any violation of, or attempt to violate, any provision of this document, its extension, or its amendment, any owner of a lot in "Hell Creek Landing" subdivision may bring an action at law or in equity in order to prevent the violation or the continuation of the violation, or to recover damages for such violation.

Witness our hands this 22 day of FEBRUARY, 1994.


John P. Cobb


Mary E. Cobb

This instrument prepared by John P. Cobb, P.O. Box 1746, Mountain View, Arkansas
72560

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