

Declaration of Restrictions
PINEY MOUNTAIN COVE
a Subdivision of BOONE COUNTY, ARKANSAS

This DECLARATION, made this 1st day of March 2023, by The developer of Piney Mountain Cove, consisting of the owners of a majority of the tracts of said subdivision, states as follows:

WHEREAS The Committee consisting of the owners of a majority of the tracts have voted and do hereby agree to change and modify the existing restrictions as follows and desire to subject the same to certain protective reservations, covenants, conditions and restrictions, (hereafter referred to as "conditions") between it and the acquirers and/or users of the tracts in said subdivision.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS: That the Committee Consisting of the owners of a majority of the tracts in said subdivision hereby certify and declare that they have established and do hereby establish a general plan for the protection of said subdivision, in that:

THIS DECLARATION is designed for the mutual benefit of the parcels or tracts in said unit and Declarants have and do hereby fix the protective conditions upon and subject to which all tracts and portions of said unit shall be held, leased, sold, and/or conveyed by them as such owners, each and all of which, is and are for the mutual benefit of the lots and tracts in said unit and of each land in said unit, and shall apply to and bind the respective successors in interest thereof.

SAID CONDITIONS ARE AS FOLLOWS:

1. All tracts in said Piney Mountain Cove shall be known and described as single-family residential dwellings.
2. All residential dwellings must be 1000 sq ft minimum on permanent foundation.
3. No manufactured homes.
4. In compliance with the Boone County road standards, a fifty (50) foot minimum setback from the property line facing the main road will be required for each permanent structural projection including porches, but not including eaves, overhangs, planters or fireplaces. Where the minimum setback creates an undue hardship upon the owner due to topographic conditions, such cases will be taken up with Boone County for waiver and modification.
5. Pending availability of public sewers, sewage disposal shall be affected by means of septic tanks; the type of tank, its construction, location on tract, and tile disposal field shall be approved by the regulatory governmental body having jurisdiction over such matter in Boone County, State of Arkansas. No cesspools or outside toilets shall be permitted.
6. Dogs, cats, and other domesticated pets may be kept and maintained by any property owner or resident. Livestock shall be permitted but shall not exceed two (2) head per acre of property owned, except that all kinds of birds shall not exceed five (5) head per acre of property owned and fish kept and maintained for personal consumption shall be permitted. Commercial hog, poultry, and canine operations are prohibited. All livestock shall be kept and contained so as not to interfere with the rights, privileges, and enjoyment of any person's property by adjacent and adjoining property owners.

No noxious or offensive trade or activity shall be carried on in the subdivision, nor shall anything be done therein which may be or become a nuisance to the neighborhood. No property shall be used as a dumping ground for rubbish or junk of any kind.

7. Temporary Structures: No structure of a temporary character, including a motor home, travel trailer,

camper, or tent shall be built or used on any lot at any time except for construction purposes, and shall be removed at the end of one year or at the termination of such construction, whichever shall come first. A motor home or travel trailer or camper shall not have wheels removed, shall not be built onto, shall not be occupied as a permanent residence, and shall not be unlicensed. Motor home, travel trailer, camper or tent may be used for vacation purposes; however for not more than 30 days in a 60 day period. Motor Home, travel trailer, or tent must be removed from the property when not being occupied by owner.

8. Tracts may not be re-subdivided into smaller tracts.
9. Easements for installation and maintenance of utilities and drainage are hereby reserved as shown on plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of said utilities. The easement area of each lot shall be maintained by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

THESE CONDITIONS shall run with the land and shall be binding upon all parties and all persons claiming under them until March 1, 2033. At which time said conditions and covenants shall be automatically extended for successive periods often (10) years, unless by vote, at any time, of the owners of the majority of tracts in said unit, it is agreed to change said conditions in whole or part. If these conditions are changed by vote or otherwise, by the owners of a majority of said tracts, said new conditions or changes, shall not affect these conditions, rights, and privileges, which a current owner of said tract enjoys and which were permissible and sanctioned, by these conditions, prior to the newer conditions or changes.

IN THE EVENT that any of the provisions of this Declaration conflict with any other of the sections therein, the more restrictive of the two shall govern. If any paragraph, section, sentence, clause, or phrase, or the conditions and covenants herein contained shall be or become illegal, null, or void, the remaining paragraph, section, sentences; clauses or phrases herein contained shall not be affected thereby. It is hereby declared that those conditions and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences, clause or phrase are or shall become or be illegal, null, or void.

IF ANY OWNER of any tract in Piney Mountain Cove, or his heirs, or assigns, shall violate any of the conditions or covenants herein, it shall be lawful for any other person or persons owning any other tract in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any such conditions or covenants and either to prevent him or them from so doing or to recover damages or other dues for each violation. No person or persons owning any tract in said subdivision shall prosecute any proceeding at law or in equity against any other person or persons owning any tract in said subdivision until the injured party gives fifteen (15) days notification to the violator to cease the violation. No violation will have been deemed to have occurred if such violation is remedied to conform to these conditions within the fifteen-day notification period or if the violation is waived by written consent of the owners of a majority of the tracts, in said subdivision.

IN WITNESS WHEREOF, The Piney Mountain Cove Chairman, Gary Perkins, representing the owners of a majority of the tracts in Piney Mountain Cove, also known as Declarants, herein, hereunto sets his hand this 9th Day of March, 2023.

By _____

Gary Perkins, Authorized Signature Piney Mountain Cove
1224 Parkview Dr.
Tyler, TX 75703