

2014001632

Amended, Restated and Revived

FILED FOR RECORD
04/09/2014 11:03AM
RHONDA WATKINS Clerk

Protective Covenants

By M. Earwood D.C.

Bull Shore Acres and Lake Shore Acres Subdivision

Boone County, Arkansas

General Provisions:

These covenants are to run with the land and shall be binding on all parties and persons claiming under them and shall be perpetual.

Land Use and Building Type:

No lot shall be used except for residential purposes. No commercial business of any kind shall be permitted on any lot where the outside public has access. No lot may be re-subdivided or partially resold except with the intent of enlargement. The only manner in which a lot may be sold is in its entirety.

Dwelling Quality and Size:

All human dwellings must consist of a minimum of 900 square feet of livable floor space and plans must be submitted and approved by the Cedar Crest Estates Homeowners Association Board of Directors prior to starting construction. All septic tanks shall meet Arkansas and Boone County codes and all applicable laws. The exterior of the buildings must be fully completed within six (6) months after start of construction. All structures must be stick built on site of property. It is in the intent and purpose of this covenant to assure that all dwellings shall be constructed of high quality material and workmanship to be attractive and permanent. All out buildings must be approved by the Cedar Crest Estates Homeowners Association Board of Directors prior to start of construction.

Mobile Homes, Travel Trailers and Campers:

It is the intent and purpose of this covenant to prohibit mobile homes or modular homes of any type, brand, or size, including double-wide mobile homes, on any lot in these subdivisions. It is also the intent and purpose of this covenant to prohibit travel trailers, campers, motorhomes, and other such RV units as permanent dwellings on this property. Travel trailers, campers, and motorhomes (recreational vehicles, RVs), shall be permitted on lots in the subdivision by the owners, tenants, guests and/or invitees for vacationing and short term visits not to exceed two weeks. Such RVs shall not be used for permanent dwelling places under any circumstances.

Temporary Structures:

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time except for construction purposes, not to exceed six (6) months, and shall immediately be removed after construction. Any structure allowed pursuant to this paragraph shall be utilized solely for the storage and protection of construction materials and supplies for conducting any business related solely to the lot improvements under construction. In no event shall any such temporary structure be utilized as a human dwelling. RVs and motor homes shall be allowed for human dwelling on a temporary basis not to exceed six (6) months while construction is being done. RVs and

motor homes must be removed after completion of construction or six (6) months, whichever comes first.

Building Location:

No building shall be located on any lot nearer than twenty-five (25) feet from either side of lot line, nor twenty-five (25) feet from an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear of the lot line. For the purpose of this covenant, porches and eaves and steps are excluded.

Easements: Easements of Way for Streets, Airstrip, Drainage, Utilities, and Lake Access:

Easements, common areas and roads as per plats and other recorded conveyances are dedicated to the Cedar Crest Estates Homeowners Association and the persons, agencies, firms or corporations engaged in supplying public utility services, the same being without limiting the generality of the foregoing. They are to be used for the benefit of all lots of Bull Shoals Acres, Lake Shore Acres, and Landings North Subdivisions, provided that the access to the boat docks is restricted to Landings North Subdivision pursuant to its own Association rules. Electric power, telephone, natural gas, water, sewer, and cable television shall have the right to use and occupy said easements of ways and streets for the installation, maintenance, repair and replacement of such utility services. Easements for the installation, maintenance, repair and replacement of utility services are herein reserved, said easements being more fully herein described, reference being hereby made to the plat filed herewith for a more specific description of width and location thereof. The electric, telephone and television facilities shall be only those of an underground nature. Exposed overhead wires and cable for utility services shall be prohibited with the exception, to be approved prior to their installation by the Cedar Crest Estates Homeowners Association Board of Directors, of street lights. All streets, lake access ways and airstrip owned by Cedar Crest Estates Homeowners Association shall be their responsibility for maintenance. Any work by any utility within these areas is to be first approved in writing by the Cedar Crest Estates Homeowners Association Board of Directors.

Utilities:

All owners of lots shall install and maintain, in conformity with applicable code requirements and other regulations, underground service laterals and/or electrical service entrance conductors of adequate capacity, but not limited to single phase service, and underground telephone and television cable service conduit, and cables between the point of delivery of such utility service, as located by the utility company and the point of use of such owners.

Nuisances:

No noxious or offensive activity shall be conducted by owner/guests/tenants etc., or allowed to occur upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbor. All open burning is to be done by property owner or agent of property owner or under supervision of the Cedar Crest Estates Homeowners Association Board. No trash or garbage piles are allowed to accumulate on any lots. Garbage and trash cans must be enclosed and hidden from view of street. All pet pens shall be a minimum of fifty (50) feet from any lot line and plans submitted to the Cedar Crest Estates Homeowners Association Board of Directors prior to building.

Pets, Livestock and Poultry:

No animals, livestock, poultry or horses of any form shall be kept, bred, or maintained for any commercial/personal purposes. All pets are allowed outside of their lot areas only when on a leash. Each owner will be held responsible and liable for the actions of their pets.

Lot Maintenance:

Cedar Crest Estates Homeowners Association or authorized agent/company shall have right and privilege to enter any lot for the purpose of mowing or otherwise maintaining any lot said Association deems to be in poor condition, and may use any machinery or methods they choose and shall not be held responsible for the damage to land, trees, shrubbery or in any other way be held responsible for any damages which occur during the mowing, cleaning or maintenance. Said Association shall not use this privilege unreasonably, but only as a manner of keeping the lots attractive should the individual owners fail to do so. Cedar Crest Estates Homeowners Association Board of Directors will notify said property owner of maintenance problem in writing to allow a limited time, of three (3) weeks, for said property owner to respond back to the Cedar Crest Estates Homeowners Association Board. All expenses will be charged to the property owner and will automatically be secured by a lien on the lot. The primary intent of this covenant is for a developed lot.

Parking Restrictions:

No movable objects such as boats, campers, trucks, house trailers, motorcycles, cars, four wheelers, utility vehicles shall be left or parked on the right of way, but shall have a minimum setback from said rights of way of twenty-five (25) feet onto their respective lots. Above mentioned items shall not be parked on property lots in such a manner that it looks unattractive, unkempt, and depicts lack of "Pride of home ownership" thereby affecting other property owners negatively in the Association.

Signs:

No sign of any kind shall be displayed to the public view on any lot except one of a professional nature not larger than one square foot; one sign of not more than five square feet advertising the property for sale or rent, or by the builder to advertise the property during the construction and sales period.

Ecology:

No owner shall be permitted to completely clear any lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction, and lots may be thinned as long as maximum natural beauty and aesthetic value of trees is retained. Clearing must first be approved by the Cedar Crest Estates Homeowners Association Board of Directors prior to clearing.

Cedar Crest Estates Homeowners Association, Inc.:

Every purchaser, his heirs, successors and assigns in the ownership of lots in this subdivision shall automatically be and become a member of said Association and be bound by its governing regulations. The conduct of the business of the Association is governed by the Bylaws of the Association.

Enforcement and Interpretation:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages, and by any means or method provided for under law or in the Bylaws. The Board of Directors shall interpret the provisions of these Protective Covenants, the Bylaws, and the Articles of Incorporation of the Association, which interpretation shall be binding for all purposes.

Severability:

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

CERTIFICATE

The foregoing Amended and Restated Protective Covenants were approved by the Board of Directors of Cedar Crest Estates Homeowners Association, Inc. at a meeting duly held on the 9 day of April, 2014.

Jerry A. Miller
BY: Its President (Print): Jerry A. Miller

ATTEST:

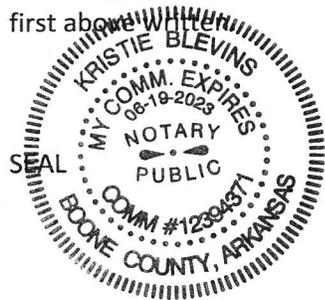
Susan Bennett
Secretary (Print): SUSAN Bennett

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BOONE

On the 9 day of April, 2014 personally appeared before me, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, the within named Jerry Miller and Susan Bennett, being the President and the Secretary, respectively, of Cedar Crest Estates Homeowners Association, Inc., a corporation, and who had been designated by said corporation to execute the above instrument, to me personally well known, who stated they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation and they further stated and acknowledged that they had executed the same for the considerations, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public on the date first above written.



Kristie Blevins
Notary Public

STATE OF ARKANSAS } SS
COUNTY OF BOONE }

I hereby certify that this instrument was filed for record in my office the 04/09/2014 11:03AM and duly recorded. Record as Instrument # 2014001632 Witness my hand and the court seal this 04/09/2014 11:03AM
RHONDA WATKINS
Circuit Clerk and Recorder

By M. Earwood D.C.