

PROTECTIVE COVENANTS AND RESTRICTIONS

We, the undersigned, being the legal owners of the following described real estate situated in Baxter County, Arkansas, to-wit:

All of Mundetland Estates, as shown by the recorded plat thereof, EXCEPT the following Lots: Lots 3, 4, and 7 in BLOCK B of said subdivision. (The NE 1/4 of the NE 1/4, Section 30, Township 20 North, Range 14 West, lying South of Highway 178, 31 acres, more or less.)

do hereby designate the following protective covenants and restrictions:

- 1. All lots in said subdivision are to be used exclusively for residential purposes and single family occupancy and said dwelling shall face the street upon which the lot fronts. It is not intended to prohibit construction of a garage or servant's quarters or other outbuildings incidental to use for residential purposes but to prohibit commercial buildings or multi-family living quarters. Such structures shall be in the rear of the lot or parallel with the dwelling and shall be slightly, of neat construction and of character to enhance the value of the property.
2. No buildings shall be constructed less than 25 feet from the front property line or nearer than 5 feet from any side property line or the rear property line.
3. No dwelling may be constructed on the property with less than 960 feet square feet of floor space, in addition to porches, patios, carports, and garages. All buildings must be constructed of materials and workmanship similar in quality to those required by FHA and G. I. Construction minimum standards.
4. No trailer, shack, tent, temporary structure or basement type dwelling shall be erected or used on the property. All buildings will be finished and painted on the outside.
5. No trade or business shall be maintained or operated on or from said premises with the exception of the enjoyment of hobbies; no offensive trade or activity or anything which may become a nuisance shall be performed on said premises at any time; no poultry, birds, livestock, or animals of any other kind other than house pets shall be kept or maintained on any part of the property; resident dwellings shall not be used for the storage of materials, machinery, or equipment; and no signs, advertisements, billboards, or advertising structures of any kind shall be erected or maintained on this property.
6. When any improvements are erected on said property, the owner shall, at that time, construct a sanitary septic tank that meets the requirements of the Arkansas State Board of Health.
7. The grantors reserve an easement for the right to install and maintain water lines, a water well, and/or storage tank facilities and/or gas lines for distribution of natural gas and/or butane and/or propane gas across the rear five feet of this property and if necessary, along side the lot for easy accessibility, but this easement shall not preclude the buyer of any lot from being able to cultivate said easement area or to enclose same by fence provided that same does not interfere with the grantor's right to use and maintain said area for installation of water and gas lines and/or facilities as hereinabove stated.

The foregoing restrictions and conditions are imposed for the benefit of each and every other parcel of land in the subdivision where this property is located and same shall constitute covenants running with the land, and the seller, its successors and assigns, and/or any persons owning property in said subdivision may prosecute proceedings at law or in equity to prevent or remedy the violation of such restrictions and covenants herein contained, and may secure redress for damages on account of such violation; but such restrictions and conditions shall remain in force only until January 1, 1990, after which they shall be of no force or effect.

Any or all of the restrictions mentioned in this instrument may be amended, modified, changed or canceled in whole or in part by written instrument signed and acknowledged by the owners of at least fifty per cent of the tracts embraced in said subdivision, at which time, the particular restrictions to be set aside shall be specifically mentioned and the amendment, modification or change to be made therein shall be set out in full. Said instrument shall be recorded in the office of the clerk and ex-officio recorder for Baxter County, Arkansas, and shall then become a part of this instrument. The covenants, restrictions and provisions of this instrument shall run with the land with the right into whoever hands the same or any part thereof and said restrictions shall be enforceable at the suit of any and every owner of any tract or part thereof at any time by public proceedings at law or in equity until January 1, 1990, subject to amendments or cancelled as herein provided.

IN WITNESS WHEREOF, we have hereunto signed this instrument this 5th day of November, 1970.

DAVCO, A Partnership
BY: S/ David R. Miller
BY: S/ Virginia Coddington

STATE OF ARKANSAS )
) SS:
COUNTY OF BAXTER )

On this day, personally appeared David R. Miller and Virginia Coddington, to me personally known, and acknowledged that they executed the foregoing instrument for the purposes therein mentioned.

WITNESS my hand and official seal this 5th day of November, 1970.

S/ Peggy Blair
Notary Public

MY COMMISSION EXPIRES:
September 20, 1972
Filed November 13, 1970
E. J. Pinkston, Clerk
By Peggy Blair DC

AGREEMENT

This agreement made and entered into this 2 day of November, 1970, by and between Robert L. Cohee and Patricia A. Cohee, his wife, hereinafter called "Developer", Quinton Nilson and Agnes Nilson, his wife, hereinafter called "Sellers", and Raymond Rollan and Jeanette Rollan, his wife, hereinafter called "Buyers",

- 1. The sellers this date have conveyed to the buyers the following described lands in Baxter County, Arkansas, to-wit: That part of the SE 1/4 SW 1/4 of Section 33, Township 20 North, Range 13 West, described as follows: From the SE corner of the NE 1/4 NW 1/4 of Section 4, Township 19 North, Range 13 West, run thence West along the South line thereof 232.5 feet to a point, run thence North 0° 40' East 1998.5 feet to the point of beginning for the tract herein described, run thence South 89° 39' West 66 feet to a point, run thence North 0° 40' East 330 feet to a point, run thence North 89° 39' East 860 feet to a point, run thence South 0° 40' West 330 feet to the point of beginning, containing 5 acres, more or less.
2. It is mutually agreed that the above described lands are subject to the following restrictions:

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CONTINUATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
WUNDERLAND ESTATES CLERK:

BY S.C. [Signature]

We, the undersigned, being owners of various lots within Wunderland Estates and further being desirous to continue the protective covenant and restrictions therein, do hereby state and affirm the following:

A. Said original covenants and restrictions were executed by David R. Miller and Virginia Coddington as agents for DAVCO, a Partnership on the 5th day of November, 1970;

B. Said covenants and restrictions were duly recorded in the records of the Baxter County Clerk on the 13th day of November, 1970 and are found in Miscellaneous Book J, pages 569-570;

C. That said covenants expired on the 1st day of January, 1990.

Therefore, we the undersigned, hereby adopt the following protective covenant and restrictions as herein after set forth:

1. All lots in said subdivision are to be used exclusively for residential purposes and single family occupancy and said dwelling shall face the street upon which the lot fronts. It is not intended to prohibit construction of a garage or servant's quarters or other outbuildings incidental to use for residential purposes but to prohibit commercial buildings or multi-family living quarters. Such structures shall be in the rear of the lot or parallel with the dwelling and shall be sightly, of neat construction and of character to enhance the value of the property.
2. No buildings shall be constructed less than 25 feet from the front property line or nearer than 5 feet from any side property line or the rear property line.
3. No dwelling may be constructed on the property with less than 960 feet square feet of floor space, in addition to porches, patios, carports, and garages. All buildings must be constructed of materials and workmanship similar in quality to those required by FHA and G.I. Construction

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- minimum standards. No pre-fabricated, mobile homes or doublewide mobile homes allowed.
4. No trailer, shack, tent, temporary structure or basement type dwelling shall be erected or used on the property. All buildings will be finished and painted on the outside.
  5. No trade or business shall be maintained or operated on or from said premises with the exception of the enjoyment of hobbies; no offensive trade or activity or anything which may become a nuisance shall be performed on said premises at any time; no poultry, birds, livestock, or animals of any other kind other than house pets shall be kept or maintained on any part of the property; resident equipment; and no signs, advertisements, billboards, or advertising structures of any kind shall be erected or maintained on this property.
  6. When any improvements are erected on said property, the owner shall, at that time, construct a sanitary septic tank that meets the requirements of the Arkansas State Board of Health.
  7. The grantors reserve an easement for the right to install and maintain water lines, a water well, and/or storage tank facilities and/or gas lines for distribution of natural gas and/or butane and/or propane gas across the rear five feet of this property and if necessary, along side the lot for easy accessibility, but this easement shall not preclude the buyer of any lot from being able to cultivate said easement area or to enclose same by fence provided that same does not interfere with the grantor's right to use and maintain said area for installation of water and gas lines and/or facilities as hereinabove stated.
  8. The owner of any of the after described lots located in Wunderland Estates Subdivision, as shown by the recorded plat thereof, will allow no abandoned or nonoperating vehicles or trailers, trash, debris, boats, spare parts, tires, wheels, or other type of debris or junk, to be retained on the lots that will be visible from neighboring property or the street. Except, however, nothing herein contained shall be interpreted to restrict an owner from parking a boat, motor home, travel trailer, or automobiles which the property owner currently uses.

The foregoing restrictions and conditions are imposed for the benefit of each and every parcel of land within this subdivision whose owner shall execute this agreement and said covenants and restrictions shall run with the land, and the seller, its successors and assigns, and/or any other person owning lots

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encumbered herein by these restrictions may institute proceedings at law or in equity to prevent or to remedy the violation of said restrictions and covenants herein contained, and may secure redress for damages on account of such violation.

The protective covenants and restrictions shall herein after automatically renew for successive periods of ten (10) years unless, prior to the end of this or any successive term of the application hereof the majority of the then owners of lots herein covered agree to the amendment or removal of these covenants in whole or in part. These covenants may be amended at any time prior to the expiration by the owners of at least fifty percent (50%) of the lots encumbered by said restrictions within said subdivision by written instrument signed and acknowledged by the owners thereof. Said instrument shall be recorded in the office of the clerk in Baxter County, Arkansas, and shall then become a part in this instrument.

IN WITNESS WHEREOF, we have hereunto signed this instrument on this \_\_\_ day of

\_\_\_\_\_  
LOT 1, BLOCK A

*Henry Leonard*  
\_\_\_\_\_  
LOT 2, BLOCK A

*Henry Leonard*  
\_\_\_\_\_  
LOT 3, BLOCK A

*Henry Leonard*  
\_\_\_\_\_  
LOT 4, BLOCK A

*Ray M. Sykes*  
\_\_\_\_\_  
LOT 5, BLOCK A

*Ray M. Sykes*  
\_\_\_\_\_  
LOT 6, BLOCK A

\_\_\_\_\_  
LOT 1, BLOCK A

*Henry Leonard*  
\_\_\_\_\_  
LOT 2, BLOCK A

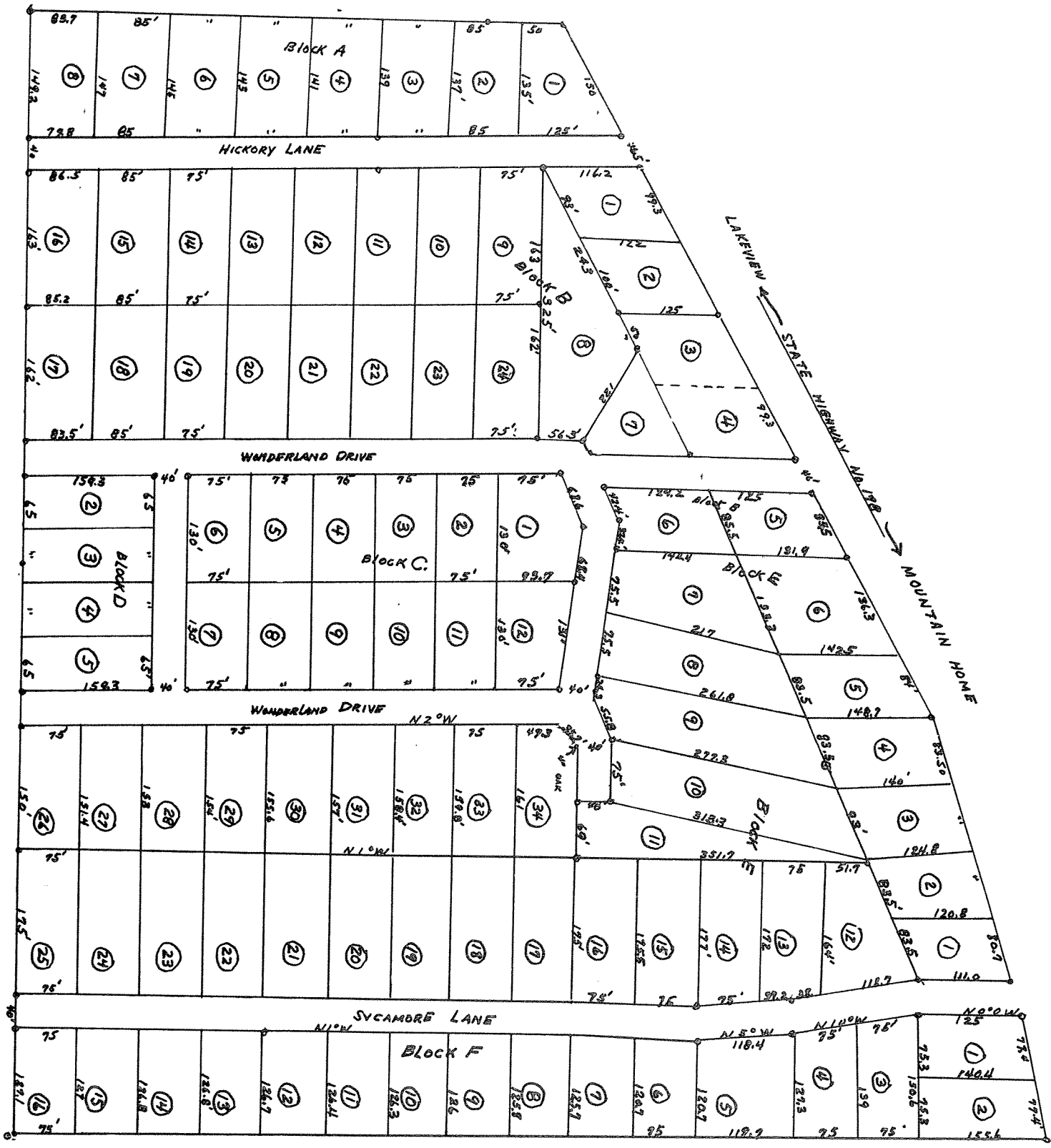
*Henry Leonard*  
\_\_\_\_\_  
LOT 3, BLOCK A

*Henry Leonard*  
\_\_\_\_\_  
LOT 4, BLOCK A

*Ray M. Sykes*  
\_\_\_\_\_  
LOT 5, BLOCK A

*Ray M. Sykes*  
\_\_\_\_\_  
LOT 6, BLOCK A

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Prepared for:  
Mr. David Miller

Wunderland Estates

