

169-352

PROTECTIVE COVENANTS

COTTONWOOD ESTATES WEST

HARRISON, ARKANSAS- BOONE COUNTY

WHEREAS, Bill O. Watts and Jane Watts, husband and wife, are the owners of the following land in Boone County, Arkansas, to-wit: The South Half of the Northwest Quarter of the Northwest Quarter and the South Fifteen (15) acres of the North Half of the Northwest Quarter of the Northwest Quarter in Section Thirty-three (33), Township Nineteen (19) North, Range Twenty (20) West, containing Thirty-Five (35) acres, more or less.

AND, WHEREAS, said owners have caused to be made and filed herewith a proper plat thereof, and bearing a certificate of approval executed by the Harrison Planning Commission, and showing the bounds and dimensions of said property as subdivided, and the streets and easements of way on, over and under the streets as dedicated and shown on said plat.

NOW, THEREFORE, in consideration of the promises, owners hereby impress said property with the following covenants and restrictions, which shall be as covenants running with the land:

The filing of said plat and such plat by reference becomes a part of this document in the office of the Circuit Clerk and Ex-Officio Recorder of Boone County, Arkansas, shall be a valid and complete delivery and dedication of the streets and easements shown thereon, subject only to any limitations herein set out.

LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height above basement level, except that each dwelling must have at least a one car garage or carport and sufficient off street and driveway to adequately park at least two additional cars.

DWELLING SIZE: No dwelling will be permitted on said lands with living area which is less than 1500 square feet, exclusive of porches, carports, garages and basements.

BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than 25 feet, or nearer to the side street line than the minimum building set back lines shown on the

recorded plat or nearer than 20 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line.

EASEMENTS: Easements of way for streets, drainage and utilities as shown on the plat filed herewith are hereby donated and dedicated to the public, and the person, firms or corporations engaged in supplying public utility services, the same being without limiting the generality of the foregoing, electric power, telephone, television cable, water and gas, shall have the right to use and occupy said easements of way 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, television cable, and telephone facilities limit distribution and service conditions to underground installation, and it is necessary for the electric, television cable, and telephone utilities to have separate easements for such underground cables, service pedestals, and transformer vaults. Therefore, the utility underground easements, as shown on the plat, are hereby dedicated for such electric, television cable and telephone utility purposes. Any alterations or lowering of the surface grade of the ground in any easement and the area immediately adjoining such easement are prohibited which would result in there being less than 36 inches of clearance vertically or horizontally between the surface grade and the underground electric cables and conductors supplying electric power and service, as the electric distribution transformer stations and service pedestals are located on surface grade, fills within the area of the said easements and upon the lands adjacent thereto which will damage or which will interfere with the installation, maintenance, operation and replacement of the electric, television cable, telephone cables and gas facilities and equipment, and the supplying of service from such equipment are also prohibited. The electric utility will be reimbursed by the owner(s) for any reasonable cost of relocating, additions to or changes in it's facilities occasioned by changes in grade, replat of lots, or change in usage designated in these protective and restrictive covenants. No trees, structure, buildings, pavement or improvements, shall be grown, built or maintained within the area of such easements which would interfere with the installation, maintenance, repair and replacement of any utility service. In the event any such trees, structures or similar improvements shall be grown, built or maintained within the area of such easement, no utility will be liable for the destruction of the same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

UTILITIES: All owners of lots shall install and maintain in conformity with applicable code requirements and other regulations underground service laterals and/or electric service entrance conductors of adequate capacity, but not limited to single phase service, and underground telephone and television cable service conduits and cables between the point of delivery of such utility service, as located by the utility company, and the point of use of such owner. There is no limitation on the type, kind, design or style of equipment installed by utilities except as herein stated. Exposed overhead wires and cables for utility services are prohibited in this subdivision, except within the easements and rights-of-way along perimeters of this addition where designated on recorded plat.

NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No autos or other type of vehicles shall be kept unless they be in running order and kept in permanent parking facilities.

FENCES: No fences are to be constructed or erected in excess of four (4) feet in height. In all cases, said fence shall be of chain link construction or comparable. In no event shall any fences be constructed or erected on the front portion of the lot.

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuildings shall be used on any lot, at any time, except for construction purposes, and shall be removed at the termination of such construction.

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

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection, shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances or such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

TERMS OF COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots and the herein stated utility companies has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT: Enforcement (to include utilities owning facilities in this subdivision) shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions either to restrain violation or to recover damages.

No amendment to this Deed of Dedication which closes, alters, relocates or in any manner affects any easement shall be effective unless such amendment has been executed by such utility having facilities situated in this subdivision.

SEVERABILITY: Invalidity of any one of these covenants by Judgment or Court Order shall in no way effect any of the other

provisions which shall remain in full force and effect.

In consideration of the benefits accruing to dedicators and their protective grantees, grantors do hereby dedicate to the public use forever all streets, alley-ways and passageways of the width and length and location as set out in the plat herein above referred to, and dedicators do hereby covenant to and with the public and the future grantees of dedicators to preserve by deed the restrictive covenants running with the land herein before set out, to the end that the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of such lots, whether they shall have become such before or after the date hereof, and their respective heirs and assigns.

WITNESS OUR HANDS AND SEALS this 22 day of August, 1978.

Bill O. Watts
Bill O. Watts

Jane Watts
Jane Watts

ACKNOWLEDGMENT

STATE OF ARKANSAS }
COUNTY OF BOONE } SS

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting Bill O. Watts and Jane Watts, husband and wife, to me well known as the grantors in the foregoing Covenants, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me, the said Jane Watts, wife of the said Bill O. Watts to me well known and in the absence of her said husband, declared that she had, of her own free will, signed and sealed the relinquishment of Dower and Homestead in the foregoing Covenants for the considerations and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public, on this 22 day of August, 1978.

Phil Tramm
NOTARY PUBLIC

My Commission Expires:

12-16-79

Filed for Record 20 day of October
1978 at 11 o'clock A.M.

Naomi Parker, Clerk
By Naomi Parker, Clerk

MINUTE OF TITLE

Comes on this day the COTTONWOOD WATER ASSOCIATION, INC., and does declare:

1. That it has in its possession easement with right to erect, construct, install, and law and thereafter use, operate, inspect, repair and maintain, replace and remove water lines and other water system apparatus over, across and through the lands as hereinafter described and showing a Plat entitled "COTTONWOOD WATER ASSOCIATION GENERAL LAYOUT MAP" recorded in Boone County Arkansas Plat Book A at page 191.

2. That the COTTONWOOD WATER ASSOCIATION, INC., does hereby advise all prospective purchasers, lenders and other persons wishing to acquire an interest in the lands described below to take notice that the COTTONWOOD WATER ASSOCIATION, INC. hold right of way easements across the following described land, to-wit:

In Township 19 North, Range 20 West: Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 21, 22, and 28;

In Township 20 North, Range 20 West: Sections 28, 29, 31, 32, 33, 34, and 35/

The exact location of which may be ascertained by reference to a certain plat to be found in Plat Book A at page 191, of the records of Boone County, Arkansas, more particularly described as a strip of land twenty (20) feet wide running along and immediately adjacent to the county road, public road or State highway was said road(s) transects said area, commencing

whereupon said roadway or highway enters the aforesaid sections of land and ending where said highway leaves said section of land, and as shown in the plat recorded in Plat Book A at page 191.

WHEREFORE IN WITNESS that he has in his possession or has placed in the possession of the Secretary of the COTTONWOOD WATER ASSOCIATION, INC., easements and other documents of title showing ownership of the aforesaid lands easements in accordance with the plat, heretofore referred, and for purposes of giving those persons seeking to acquire an interest in said lands notice of said acquisitions, I do set my hand this 15th day of December, 1992.


JAMES E. GRESHAM
ATTORNEY FOR COTTONWOOD
WATER ASSOCIATION, INC.

STATE OF ARKANSAS)
COUNTY OF BOONE) SS

ACKNOWLEDGMENT

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting, JAMES E. GRESHAM, to me well known as the signatory in the foregoing Muniment of Title, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public, on this 15th day of December, 1992.


NOTARY PUBLIC

My Commission Expires
August 6, 2001
(Seal)



Filed for Record 30 Day of Dec
1992 at 1:20 o'clock P. M.
Notary Public, Clerk
By John Brown, Clerk Spears, O.G.

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CONFIDENTIAL
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MEMPHIS AND BELL
MEMPHIS

