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PROTECTIVE COVENANTS AND RESTRICTIONS
WOODRIDGE SUBDIVISION

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

The undersigned, Cordell W. Schmidt and Carol J. Schmidt, husband and wife, being the sole owners of the following described real estate in Benton County, Arkansas.

Legal Description:

A PART OF THE NW¼ OF THE NE¼ AND A PART OF THE NE¼ OF THE NE¼ OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 28 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF THE NW¼ OF THE NE¼ OF SAID SECTION 33; THENCE S 88°04'07" E 849.87 FEET TO GOVERNMENT MONUMENT 536.1 ON THE BEAVER RESERVOIR TAKE LINE; THENCE ALONG SAID TAKE LINE S 48°44'54" W 56.37 FEET TO GOVERNMENT MONUMENT 536.1A; THENCE S 48°49'32" W 240.94 FEET TO GOVERNMENT MONUMENT 536-1C; THENCE S 48°32'50" W 182.59 FEET TO GOVERNMENT MONUMENT 536-2; THENCE S 03°44'25" W 164.99 FEET TO GOVERNMENT MONUMENT 536.3; THENCE S 87°54'55" E 131.19 FEET TO GOVERNMENT MONUMENT 536.3A; THENCE S 87°52'35" E 276.02 FEET TO GOVERNMENT MONUMENT 536.3B; THENCE S 88°00'05" E 102.31 FEET TO GOVERNMENT MONUMENT 536.4; THENCE N 66°31'30" E 225.92 FEET TO GOVERNMENT MONUMENT 536.4A; THENCE N 66°28'10" E 156.01 FEET TO GOVERNMENT MONUMENT 536-5; THENCE S 74°14'32" E 562.39 FEET TO GOVERNMENT MONUMENT 536-5A; THENCE S 74°14'03" E 574.62 FEET TO GOVERNMENT MONUMENT 536.5B; THENCE S 74°12'10" E 251.97 FEET TO GOVERNMENT MONUMENT 536-6; THENCE S 03°27'00" W 328.06 FEET TO GOVERNMENT MONUMENT 535.6; THENCE S 66°23'23" W 381.83 FEET TO GOVERNMENT MONUMENT 536-2.2; THENCE N 88°00'32" W 235.02 FEET TO GOVERNMENT MONUMENT 536-2-2A; THENCE N 88°00'02" W 320.99 FEET TO GOVERNMENT MONUMENT 536-2-2B; THENCE N 88°00'02" W 123.23 FEET TO GOVERNMENT MONUMENT 536-2-3; THENCE S 03°35'58" W 165.27 FEET TO GOVERNMENT MONUMENT 536-2-4; THENCE N 87°57'02" W 152.60 FEET TO GOVERNMENT MONUMENT 534-1A; THENCE N 87°55'22" W 99.93 FEET TO GOVERNMENT MONUMENT 534-1B; THENCE N 88°05'02" W 87.76 FEET TO GOVERNMENT MONUMENT 534-2; THENCE N 88°03'55" W 339.59 FEET TO GOVERNMENT MONUMENT 537-3; THENCE LEAVING SAID BEAVER RESERVOIR TAKE LINE N 88°06'03" W 1033.84 FEET TO THE SOUTHWEST CORNER OF THE NW¼ OF THE NE¼ OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 28 WEST; THENCE N 04°13'35" E 1321.21 FEET TO THE POINT OF BEGINNING.

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do hereby establish and create the following protective covenants and restrictions which shall be binding upon all owners of the above real estate, or any portion thereof, for a period of 25 years from the date hereof unless modified by the written consent of a majority of the then record owners of each lot of the above described real estate. At the expiration of said 25 year period these covenants and restrictions shall be automatically renewed for successive 10 year periods unless a majority of the the record owners of the above described real estate shall consent in writing to discontinue or modify these covenants and restrictions. Any modifications of these covenants and restrictions shall be effective when a written instrument containing the modifications signed by the required number of owners shall be recorded with the Recorder for Benton County. If a parcel is owned by multiple owners, they shall decide among themselves how the vote for that parcel shall be voted, but fractional votes shall not be permitted.

The covenants and restrictions which we declare to be in force from this day forward are as follows:

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- 1)...No parcel of land within the above described tract shall be divided.
 - 2)...No commercial or business activity shall be conducted on the above described property.
 - 3)...No structure of a temporary character, trailer, mobile home, recreational vehicle, basement, tent, shack, barn, garage, or other outbuilding shall be used on any parcel at any time as a residence, either temporarily or permanently; except that non-owner self contained recreational vehicles of visitors may be occupied by those visitors for up to two months in a calendar year. The owner of a parcel of the above described land may occupy a self-contained recreational vehicle while the land is being cleared and a home is being built, but not to exceed a total of one year.
 - 4)...All water and septic systems must be approved by the State Health Department or such other state or county agency as is given jurisdiction of such matters.
 - 5)...No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
 - 6)...No hunting, trapping or other taking of wildlife, or discharging firearms shall be permitted on the above described real estate or any parcel thereof.
 - 7)...No junk or dismantled vehicles, trash, odor, noise or other activity or condition may be maintained on any parcel which creates a nuisance offensive to owners of other parcels, trash, garbage, or other waste shall be kept in a clean and sanitary condition and disposition of same shall be promptly made.
 - 8)...The exterior of any residence which shall be erected upon any parcel shall be completely finished within one year from the date of start of construction. In the event of noncompliance the seller of the parcel shall have the right to declare the sale void and reclaim the property. If the seller does not exercise this right within six months, the owner(s) of two parcels of property within the above described tract of property may file suit to declare the sale void and in which case the property will revert to the original owner. Extenuating circumstances will be considered on an individual basis.
 - 9)...Only one single family home or residence shall be erected or placed on any parcel of the above described real estate, no mfg or modular home shall be allowed on any lot.
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9)con't...Each such dwelling shall have a minimum of 1200 square feet of heated living space if a one story structure and a minimum of 1800 square feet of heated living space if multiple floor structure, provided that the main floor has at least 1000 square feet of heated living space, except, after the main house is completed, one guest house of at least 900 square feet of heated living space will be allowed and shall be of compatible design and color as the main house.

10)...All structures must be finished in natural wood or earthtone colors, and generally compatible with the surroundings.

11)...All land clearing operations shall be conducted in a manner which will effectively preserve the natural environmental features relative to trees and landscape surfaces, no clear cutting of any lot will be allowed.

12)...No building shall be located or constructed on any lot, nearer than 50 feet to any side lot line.

13)...A homeowners association may be formed at anytime in the future if it is the wishes of a majority of the lot owners in Woodridge subdivision to do so.

14)...Parking on street prohibited.

15)...The cost of maintaining Woodridge Road and parking lot shall be borne by the lot owners of Woodridge Subdivision. Maintenance work, that is to be paid by the lot owners, must be approved in advance by a majority of the lot owners.

16)...Community Dock. All property owners of Woodridge subdivision shall have access to the community dock area via the parking area on the east side of lot 8. There shall be space for at least two community docks, consisting of 4 to 12 slips each, in the community dock area. Lot 8 shall have its slip or slips in the community dock, not an individual dock. Lot 9 shall construct its dock at least 200 feet west of the lot line between lots 8 and 9 to be sure there is ample space for the community docks.

17)...The original or first dock to be constructed shall be reimbursed for the fixed cost of the initial dock by additional slips so the original cost are borne equally by each additional slip to the community dock. The cost of repairs and maintenance to the community dock shall be shared equally by the dock owners, except if an individual or party causes damage to the dock, they shall be responsible to repair such damage.

18)...Each property owner is entitled to only the number of stalls necessary to accommodate his boats and no person other than that owner shall be permitted to moor a boat at this dock. All community docks are private property and are for the use of the property owners and their house guests only. The sale or transfer of ownership of space within the community docks is limited to Woodridge property owners and must be approved by the Resident Engineer prior to the sale. THE CONDITIONS FOR PERMIT FOR LAKESHORE USE AS ISSUED BY THE CORPS OF ENGINEERS SHALL RULE.

19)...Access to Community Docks is permitted only thru the parking area on the East side of lot 8. Access to Community Docks is granted to Dock Owners and their house guests.

20)...The Woodridge Property dock owners are authorized to establish and enforce rules and regulations for access, construction, operation and maintenance of the Community Docks.

The above covenants and restrictions shall run with the land and shall be binding upon all parties acquiring any interest in the above described real estate or any portion thereof. They may be enforced by any owner of record of any parcel or portion of the above described real estate by proceeding at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions either to restrain one or more of the above covenants and restrictions by judgement or court order shall not affect any of the other covenants and restrictions which shall remain in full force and effect.

WITNESS our signatures, of Cordell W. Schmidt and Carol J. Schmidt, husband and wife, owners of the above described real estate this 19th day of March, 1993.

Carol J. Schmidt
Carol J. Schmidt

Cordell W. Schmidt
Cordell W. Schmidt

STATE OF ARKANSAS:
COUNTY OF BENTON:

Subscribed and sworn to before me this 19 day of MARCH, 1993

My Commission Expires:
5/31/02

Donna Howard-Clark
NOTARY PUBLIC