

91⁰10306

Coal Gap Estates

FILED FOR RECORD
At 10:36 O'clock A.M.

MAR 19 1991

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned, Jan L. Seth and Judith F. Seth, husband and wife, being the sole owners of the following described real estate in Benton County, Arkansas

Legal Description:

A part of the N1/2 of the NE1/4 of Section 35, Township 20 North, Range 28 West, Benton County, Arkansas, Described as following: Beginning at an iron pin which is 1328.54 feet westerly of the Northeast corner of said Section 35; thence S.01[^]34'00"W. 420.00 feet; thence S.70[^]08'10"W. 161.50 feet; thence N.16[^]41'02"W. 138.94 feet; thence S. 73[^]01'03"W. 533.47 feet; thence S.01[^]36'31"W. 168.32 feet; thence N.88[^]36'40"W. 168.19 feet; thence N.43[^]35'10"W. 237.54 feet; thence S.28[^]00'41"W. 126.20 feet; thence N.02[^]21'10"E. 652.27 feet; thence S.87[^]19'00"E. 1083.80 feet to the point of beginning. (^ is used to mean degree's)

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 three or more of the record owners 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 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:

- 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

S9337

residence, either temporarily or permanently; except that non-owner self contained recreational vehicles of visitors may be occupied by those visitors for up to five weeks 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) No more than two single family homes or residences shall be erected or placed on any parcel of the above described real estate. Each such structure must be permanent in nature, neither a mobile home nor a manufactured home, with a minimum of 1200 square feet of heated living space.
- 5) 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.
- 6) No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel except that horses, dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- 7) No junk or dismantled automobiles, trash odor, noise or other activity or condition may be maintained on any parcel which creates a nuisance offensive to other owners of other parcels.
- 8) No hunting, trapping or other taking of wildlife shall be permitted on the above described real estate or any parcel thereof.
- 9) The undersigned, for themselves and their successors and assigns, hereby reserve a perpetual, alienable and releasable easement on, over and under the ground lying within ten feet on each side of all interior lot lines to erect, maintain, install and use sewer lines, electric and telephone poles, wires, cables and conduits for the installation, maintenance, transmission and use of electricity, telephone, gas, sewage, water or other utilities.
- 10) 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.

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 proceedings 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 violation or to recover damages, or both. The invalidity of any one or more of the above covenants and restrictions by judgment or court order shall not affect any of the other covenants and restrictions which shall remain in full force and effect.

WITNESS the hands and seals of JAN L. SETH and JUDY F. SETH, owners of the above described real estate this 19th day of March, ~~XXXX~~ 1991.

Jan L. Seth

Judy F. Seth

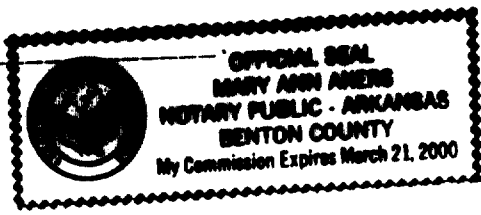
STATE OF ARKANSAS
COUNTY OF BENTON

On this day, before the undersigned Notary Public duly commissioned and acting within and for the County and State aforesaid, personally appeared Jan L. Seth and Judy F. Seth, known to me as the parties to the foregoing instrument and stated upon oath that they had executed the same for the purposes therein set forth.

WITNESS my hand and seal as such Notary Public this 19th day of March, ~~XXXX~~ 1991.

Mary Ann Anders
Notary Public

My commission expires _____



Jan L Seth
PO Box 257 Garfield AR 72732