

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is executed this 7th day of December, 1989, by Jo Ann Suter, a single person hereinafter referred to as Developer.

WITNESSETH THAT:

WHEREAS, Jo Ann Suter, a single person, is the owner of all the lots of Pine Point Estates subdivision in Benton County, Arkansas, said subdivision being a portion of the NE $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ of Section 8, Township 19 N, Range 28 W of the Fifth Principal Meridian and having been established by plat filed of record on the 14th day of August, 1979 in the office of the Clerk and Recorder of Benton County, Arkansas, the same appearing now at Page 91 of Book W of Plats in said office, and

WHEREAS, Jo Ann Suter, a single person, deems it desirable to impose certain restrictions on lots in said subdivision for the benefit of herself and the subsequent owners of said lots.

NOW, THEREFORE, Jo Ann Suter, a single person, does hereby adopt the following restrictions covering the lots and subdivision described above:

1. All lots shall be used exclusively for single family residence purposes and no lot and no structure located on any lot shall be used for the conduct of any business, commercial, industrial, professional or other occupational activity.
2. Not more than one building or structure shall be erected on any lot except for a detached or attached two car enclosed garage and storage building compatible in design and appearance with the residence.
3. All buildings or structures erected shall be permanently affixed to a permanent foundation. No residence shall be erected containing less than 1500 square feet of main living level, exclusive of any basement or garage. Enclosed double car garage shall be included with each residence.
4. No motor vehicle, trailer, van, camper, tent or mobile home or boat shall be used or occupied either temporarily or permanently for residence purposes. In no event shall a temporary residence or place of habitation be kept or stored on a lot when not being occupied.
5. Subject to strikes, weather and availability of labor and materials beyond the control of the landowner, all residences shall be completed within six months following commencement of construction provided that upon showing reasonable necessity therefor extensions may be granted by the Developer.
6. The exterior portions of all buildings shall be painted or stained siding, masonry, native stone or combination thereof.
7. No building or other structure shall be erected closer than 25 feet to the front property line, 10 feet to the side property line or 10 feet to the rear property line of any lot unless prior written approval has been obtained upon a showing of reasonable necessity therefor from the Developer. Fences shall not be constructed in front set back area.

FILED FOR RECORD
At 10:09 O'clock A M

JAN 05 1990

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.


358222

Jo Ann Suter
Suter to: Kincliff Realty, 100 Kincliff Rd., Rogers, Ar. 72756

8. All sewage or waste disposal systems shall be installed and completed prior to the time any residence is occupied. All waste disposal systems shall be adequate in size to provide for the safe and sanitary disposal of human and other waste materials. Each system shall be subject to the prior approval of the County Health Department before its construction or installation. Such approval shall be dependent upon a showing of engineering feasibility. If any public authority hereafter requires installation of a sewage disposal system, each lot shall bear its pro rata cost of construction and installation.
9. All trash and garbage shall be stored in one or more tightly sealed containers and shall be removed from each lot not less than once each two weeks. No trash or garbage receptacle or container shall be kept or stored in front of the rear building line of any residence unless kept in an enclosed garage.
10. No hogs, cattle, sheep, goats, other livestock, poultry, or other animals shall be permitted, kept, housed or maintained on any lot, provided that this prohibition shall not apply to common household pets or provided further that the exception in the case of common household pets shall not be deemed to permit their maintenance under circumstances which would detrimentally affect the use and occupancy of other lots or portions of the subdivision. All household pets shall be confined within the lot lines of the lot where they are located unless on a leash.
11. All driveways, sidewalks and ramps shall be surfaced with gravel, asphalt or concrete to an adequate depth and shall be otherwise maintained in good repair. All driveways providing an access from any lot to any public or common roadway shall, when necessary, be constructed for adequate drainage of surface water.
12. No boat, camper, van, tent or motor vehicle shall be stored or kept on any public or common street or roadway or in front of the rear building line of any residence constructed on any lot unless the same is kept within a garage. In all events, such shall be kept or stored in a manner which is neat and in keeping with the aesthetics of the subdivision. Passenger motor vehicles may be temporarily parked in front of a residence. In no event shall any disabled motor vehicles be kept or stored upon any lot or street.
13. Property owners will jointly improve and maintain lake access area to their satisfaction.
14. No lot shall be subdivided so as to create more than one lot.
15. A strip of land five feet in width along the rear, side and front boundary of the lines of each lot is hereby subjected to an easement for the construction and maintenance of water, power, gas, telephone and other utility pipes, poles, lines and equipment, for drainage pipes and culverts for the discharge of surface water.
16. No signs of any kind shall be placed on any lot or property in the subdivision except a "For Sale" sign and except a sign identifying the owner, provided that no such sign shall exceed 24 inches by 6 inches in size; provided that so long as the Developer owns any lot or lots in the subdivision the Developer may place on any such lot a subdivision advertising sign.

- 17. Each lot shall be at all times maintained in a neat manner with all weeds or grass cut and bushes and shrubbery trimmed. Whenever any lot owner has allowed his lot to be unsightly and overgrown with weeds, grass or brush, the Developer may mow, cut or trim said lot and the cost thereof shall be at the expense of the owner of said lot and shall become a lien against the title thereto.
- 18. These restrictions and their benefits shall run with the land unless 75% of the owners of the lots covered by these restrictions execute an instrument in writing modifying or terminating these restrictions or any of them.
- 19. These restrictions may be enforced by any lot owner, and each lot owner by purchasing a lot in Pine Trail Place agrees to be bound thereby and that the violation of any of these restrictions may be subject to an action for damage and may additionally be enjoined in any court of competent jurisdiction without proof of any damage.
- 20. Any right or authority reserved herein to Jo Ann Suter, a single woman, as the Developer of Pine Trail Place may by written instrument filed of record be delegated temporarily or permanently to any person or corporation or to any homes association organized for Pine Trail Place subdivision or any part of the lots located therein.

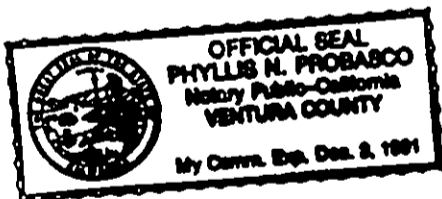
OWNER AND DEVELOPER

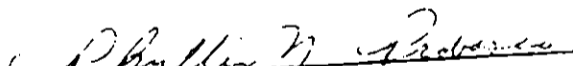

 Jo Ann Suter

STATE OF CALIFORNIA
 COUNTY OF VENTURA SS.

BE IT REMEMBERED, That on this 7th day of December, 1989 appeared before me, a Notary Public in and for the above County and State, Jo Ann Suter, a single person, who is personally known to me to be the same person who executed the above and foregoing Declaration of Restrictions, and acknowledged that she has executed the same as her own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.




 Notary Public

Phyllis N. Probasco

My Commission expires:
 December 3, 1991