

822

DECLARATION OF RESTRICTIONS

MAR 5 1980

FOR
WOODRIDGE MANOR

JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK.

THIS DECLARATION made this 19th day of February 1980,
by OZARK PROPERTIES, INC. an Arkansas corporation, hereinafter
called GRANTOR.

W I T N E S S E T H:

WHEREAS, OZARK PROPERTIES, INC., an Arkansas corporation,
desires to create a quality development with restrictions, coven-
ants, impositions, easements, charges and liens as hereinafter
set forth for the preservation of the property values of the
OWNERS therein;

NOW THEREFORE, OZARK PROPERTIES, INC. declares that the
PROPERTY described in ARTICLE I is and shall be held, transferred,
sold, conveyed and occupied subject to the restrictions, coven-
ants, impositions, easements, charges and liens hereinafter set
forth.

ARTICLE I

DEFINITIONS

The Following words when used in this Declaration shall have
the following meanings:

1. "PROPERTY" shall mean and refer to: WOODRIDGE MANOR,
a subdivision in Benton County, Arkansas, as per plat
recorded in Book W at Page 136, of the plat records
of Benton County, Arkansas.

2. "GRANTOR" shall mean and refer to OZARK PROPERTIES, INC.
an Arkansas corporation, its successors or assigns of
any or all of its rights under this Declaration.

3. "ASSOCIATION" shall mean and refer to any homeowners
association or not-for-profit corporation formed by 60% of the
OWNERS of the PROPERTY to administer and enforce these restrictions.

Ronald Boyer

4. "OWNER" shall mean and refer to every person or persons or entity or entitles who are the record owners of a fee interest in the PROPERTY, their heirs, successors, legal representatives or assigns.

ARTICLE II

GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The PROPERTY shall only be used for single family residence purposes, except that individuals may practice occupations in their homes which require the services of only themselves and not more than one assistant. No other commercial activity will be permitted.

A. Not more than one single-family dwelling, with garage or carport shall be built upon any one lot unless said lot shall be resubdivided in accordance with this Declaration in which event one single-family dwelling may be constructed upon each resubdivided lot.

B. No building or improvement of any kind shall be erected on any lot nearer than 50 feet to the front line, nor nearer than 50 feet to any side lot line, except that, where surface terrain or shape of lot is not suitable for building construction within said limitations, a request for a variance shall be presented to the GRANTOR or the ASSOCIATION.

C. Each lot may be resubdivided one time, and all the restrictions herein shall apply to each lot resulting from resubdivision in the same manner as applicable to lots.

D. Any dwelling shall have a living area of not less than 1,000 ~~-----~~ square feet of floor space.

E. Dogs, cats, and other domestic household pets may be kept and maintained by any property owner. No commercial poultry or swine operation, and no cattle feed lots shall be allowed. Live-stock shall not exceed one adult head, of any kind, per acre of property owned.

No animals shall be maintained in any manner which interferes with the use and enjoyment of other property owners.

F. No garage, outbuilding, shack, barn, tent, trailer, camper, or mobile home, or other temporary structure placed or occupied as a dwelling, excluding a basement. Basements may be occupied as a dwelling for a maximum of one year. Campers, recreational vehicles or mobile homes may be occupied during the construction of a house for a maximum of one year, or occupied for vacation purposes for up to 30 consecutive days in a six-months period.

G. No billboard or advertising larger than 16 square feet shall be placed or maintained; PROVIDED, HOWEVER, that the GRANTOR in its subdividing and sales may place or erect and maintain customary signs for it or its accredited agents.

H. No noxious or offensive trade or activity shall be carried on in the subdivision, nor shall anything be done therein which may be or become a nuisance to the neighborhood. No property shall be used as a dumping ground for rubbish.

I. Pending availability of public sewers, sewage disposal shall be effected by means of individual septic tanks; the type of tank, its construction, location on tracts, and tile disposal field shall be approved by the regulatory governmental body having jurisdiction over such matters in Benton, County, Arkansas. No cesspools or outside toilets shall be constructed at least 50 feet from tract line unless an exception therefore shall be granted by GRANTOR above mentioned herein, upon petition of the property owner based upon the shape of this property and the terrain or topography of the land.

2. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS.

The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. Neither the GRANTOR nor

ASSOCIATION will assume any responsibility in this regard before during or after construction. No structure of any kind of what is commonly known as a "mobile home" shall be erected on the PROPERTY as a permanent or temporary dwelling, except as permitted in Para.1 (f) of these restrictions; however, modular homes with permanent foundations shall be permitted.

3. FENCES - No sheet metal fence or snow fence or similar type fence shall be erected.

4. MAINTENANCE OF PREMISES. In order to maintain the standards of the PROPERTY, no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The property, buildings, improvements, landscaping, and appurtenances shall be kept in good, safe, clean, and neat condition.

5. NOTICE TO OWNER. Notice to any OWNER of a violation of any of these restrictions or any other notice therein required shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Benton County, Arkansas .

6. UTILITY EASEMENTS. There is hereby reserved to GRANTOR or ASSOCIATION for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the PROPERTY, the permanent right and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, water lines, communication lines and such other further public service facilities as GRANTOR or ASSOCIATION may deem necessary along, through, in, over and under a strip of land TEN (10) feet in width (as measured at right angles) from all front PROPERTY lines in the aforesaid PROPERTY.

7. NON-LIABILITY OF GRANTOR OR ASSOCIATION. The GRANTOR or ASSOCIATION shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself. In the event that either the GRANTOR or ASSOCIATION shall deem it necessary to enforce these restrictions against any OWNER, said OWNER shall be required to pay reasonable attorneys' fees and court costs if the GRANTOR or ASSOCIATION shall prevail in said litigation.

8. DECLARATION OF RESTRICTIONS RUN WITH THE LAND. The herein contained restrictions shall constitute an easement and imposition in and upon the PROPERTY and every part thereof, and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by GRANTOR, ASSOCIATION, or OWNER for a period of ten (10) years from the date these restrictions are recorded. After said date, the restrictions shall be automatically extended for successive periods of ten (10) years each, unless by a vote of 60% or more of the ASSOCIATION, it is agreed to amend said covenants in whole or in part, and said change or changes so made are duly recorded in the office of the Recorder of Deeds of Benton County, Arkansas .

9. AMENDMENT OF RESTRICTIONS. GRANTOR or ASSOCIATION may, in its sole discretion, modify, amend, waive, or add to this Declaration of Restrictions or any part thereof.

10. OWNER COMPLIANCE. The covenants, restrictions, and servitudes imposed by the Declaration of Restrictions shall apply not only to OWNERS, but also to any person, or persons, entity or entities, occupying the PROPERTY by permission or invitation of the OWNER or his tenants, expressed or implied. Failure of the OWNER to notify said persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of GRANTOR, ASSOCIATION or other OWNERS of enforcement of these restrictions, and in addition, the violating OWNER shall be responsible for all violations of these restrictions by his tenants, licensees, invitees or guests and by guests, licensees and invitees of his tenants at any time.

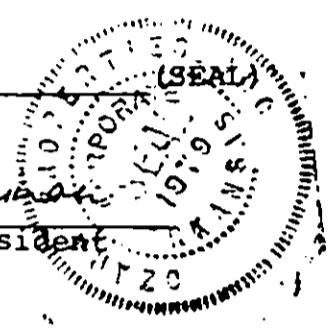
11. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any procedure at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created by these covenants. Any costs of collection, including reasonable attorneys's fees incurred in the enforcement of these covenants, restrictions, or liens shall be paid by the violation OWNER.

12. SEVERABILITY CLAUSE. Invalidation of any of these restrictions in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions.

IN WITNESS WHEREOF, OZARK PROPERTIES, INC., an Arkansas corporation, does hereby execute this Declaration of Restrictions in its name, by its undersigned authorized officers and affixes its corporate seal hereto, this 19th day of February, 1980.

OZARK PROPERTIES, INC.

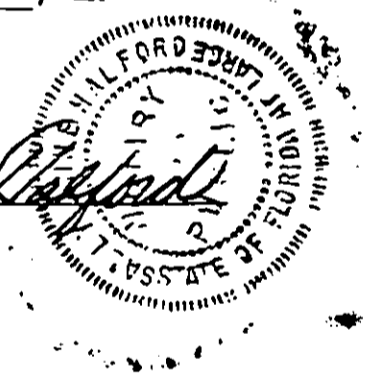
By: Suresh Chainani
Suresh Chainani, President



STATE OF FLORIDA)
)
COUNTY OF DADE)

The foregoing Instrument was acknowledged before me this 19th day of February, 1980, by Suresh Chainani, as President of OZARK PROPERTIES, INC., an Arkansas corporation, on behalf of the corporation.

Dolly Anne Galtford
NOTARY PUBLIC



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires December 10, 1982
Bonded thru Maynard Bonding Agency