

Phase 1 B

RESTRICTIVE COVENANTS

FILED

SALINE CIRCUIT & CLERK

Lots.
31-38
48-51 & 54A
94-110, 115-117

KNOW ALL MEN BY THESE PRESENT:

DEC 15 PM 4 21

WHEREAS, Madison Financial Corporation, herein called Owner, has caused certain lands owned by it to be platted into an addition known as Maple Creek Farms, Phase 1, an Addition to Saline County, Arkansas, and the plat thereof appears of record in the office of the Recorder of Saline County, Arkansas, in Book 257 at Page 352; and,

WHEREAS, the owner desires to provide for the use of property for the highest of residential uses and to restrict its uses as such;

NOW, THEREFORE, the Owner hereby adopts the covenants stated herein and agrees that the stated covenants shall apply to all of the property now platted as Maple Creek Farms, Phase 1, an Addition of Saline County, Arkansas, as shown in plat recorded in Saline County Deed Record Book 257 at Page 352, as covenants running with the land:

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1. These covenants shall apply in their entirety to the area known and described as Maple Creek Farms, Phase 1, an Addition of Saline County, Arkansas, as shown on the recorded plat thereof in Saline County Deed Record Book 257 at page 352.

2. Regarding lots 104, 105, 106, 107, 108, 109, 110, 48, 49, 50, 51, 115, 116 and 117, no buildings shall be erected, altered, placed or permitted to remain upon any of said lots, other than one detached single family dwelling or one mobile home having a minimum size of 500 square feet and each such dwelling or mobile home may have a private garage or carport. All dwellings and mobile homes shall have sanitary and culinary facilities. Provided, however, in addition to either one mobile home or one residential dwelling per lot, there may also be placed thereon either one barn type structure or one outbuilding that conforms and blends with the architectural design and landscaping of the dwelling or mobile home.

3. Regarding lots 94, 95, 96, 97, 98, 99, 102, and 103, no buildings shall be erected, altered, placed or permitted

to remain upon any of said lots, other than one detached single family dwelling and said dwelling may have a private garage or carport for the storage for automobiles. Each dwelling shall have sanitary and culinary facilities. Provided, however, in addition to the residential dwelling, there may also be placed on each lot one barn type structure or one outbuilding that conforms and blends with the architectural design and landscaping of the residential dwelling.

4. Regarding lots 31, 32, 33, 34, 35, 36, 37, 38, 100 and 101, no buildings shall be erected, altered, placed or permitted to remain upon any of said lots other than one or two detached single family dwellings and each such dwelling may have a private garage or carport for the storage of automobiles. All dwellings shall have sanitary and culinary facilities. Provided, however, in addition to the residential dwelling or dwellings, there may also be located thereon either one barn type structure or one outbuilding per dwelling that conforms and blends with the architectural design and landscaping of the residential dwelling or dwellings.

5. Regarding Lot 54A, any commercial enterprise or business may be operated thereon, and buildings may be constructed in accord therewith, provided that said commercial enterprise or business does not constitute a public or private nuisance and is not disruptive to the area.

6. No trailer, mobile home, tent or shack shall be erected or placed on any lot in this addition, temporarily or permanently, except permanently placed mobile homes provided for in paragraph 2 of these restrictive covenants. Tents used for recreational purposes of a short duration shall not be considered a excluded by this provision.

7. No operable or junk cars shall be placed, kept or maintained on subject property. No trash or other refuse may be thrown or dumped on any of the lots on subject

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property.

8. No signs, billboards, posters or advertising devices shall be permitted upon any of the lots in this addition except that the owner of each lot may place house numbers and the owners' name upon his or her mailbox or dwelling, however, each letter thereof shall be not more than six inches in height and six inches in width and owners may place a sign not more than four square feet in size advertising the property for sale should it be offered for sale by the owners. Lot 54A is excluded from this restriction.

9. Any well drilled or dug or any septic tank system placed on subject property shall meet the requirements of the Health Departments of Saline County, Arkansas and the State of Arkansas and Department of Pollution Control and Ecology.

10. No noxious or offensive activity and no commercial activities of any kind shall be carried on upon any lot in this addition nor shall anything thereon be done which shall be or become any annoyance or nuisance to the neighborhood. Lot 54A is excluded from this restriction to the extent provided in paragraph 5 hereof.

11. No hogs or swine may be kept on any property in the addition.

12. No dwelling shall be left unfinished for a period in excess of two years. The intent of this restriction is to provide that all dwellings shall be completed within two years from the date construction commences.

13. No recorded easements shall be used by any company or person, other than the owner of the affected lot or lots, for any purpose other than those designated on the plat of the addition.

14. The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition and bind the present owners, their heirs, their successors and assigns, future owners and their heirs, their

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successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns and with owners as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons or corporations except with respect to breaches committed during its, his or their holding of title to lots in the addition. Any owner or owners of lots in this addition shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any of these covenants, restrictions or agreements herein contained by order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which remain in full force and effect.

14. The restriction, covenants and stipulations shall run with the land for a period of twenty-five (25) years from the date these covenants are recorded and these covenants shall thereof automatically extend in effect for successive periods of ten (10) years each unless prior to the end of the original term or any extended term of application hereof a majority of the then owners of lots in the addition agree to the amendment or removal of these covenants in whole or in part. These restrictions and covenants may be amended at any time by the owner of owners of a majority of the lots in this addition. The majority of lots is calculated as being over fifty percent (50%) of the total number of lots in the addition. Provided, however, any lot designated for commercial use may not have its commercial designation changed or amended without the consent of the owner of said lot or lots.

IN WITNESS WHEREOF, the Corporation has set its seal

this 16 day of September, 1983.

MADISON FINANCIAL CORPORATION

By James B. McDougal
President

ACKNOWLEDGMENT

On this day, before me personally appeared James B. McDougal, to me personally well known, who acknowledged that he was the President of Madison Financial Corporation, and that he, as such officer, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal this 16 day of September, 1983.



Margaret Carson
Notary Public

My Commission expires:

8-25-84

Filed for record on this the 15th day of December, 1983, at 4:21 p.m., and same is duly recorded in Deed Book 257 Page 355.

Jimmy Seals
Saline County Circuit Clerk
& Recorder

BY Robin Pason D.C.

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