

RESTRICTIVE COVENANTS FOR
SOUTHLAND ACRES ADDITION TO MAPLE CREEK FARMS

AND RECORDER
SALINE CO., ARK.

'85 APR 30 AM 10 12
D.C.

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, Madison Financial Corporation, herein called Owner, has caused certain lands owned by it to be platted into an addition known as Southland Acres Addition to Maple Creek Farms, 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 272 at Page 577, and,

WHEREAS, the owner desiresto provide for the use of the 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 Southland Acres Addition to Maple Creek Farms, an Addition of Saline County, Arkansas, as shown in plat recorded in Saline County Deed Record Book 272 at Page 577, as covenants running with the land:

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1. No building shall be erected, altered, placed or permitted to remain upon any of said lots, other than one single family dwelling or one mobile home having a minimum size of 600 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 lot, there may also be placed thereon one outbuilding per dwelling that conforms and blends with the architectural design and landscaping of the residential dwelling or mobile home.
2. No inoperable 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 property.
3. 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 a sign not more than four square feet in size advertising the property for sale should it be offered for sale by the owners.
4. No noxious or offensive activity shall be carried on upon any lot in this addition nor shall anything thereon be done which shall be or become an annoyance or nuisance to the neighborhood. No commercial activity of any kind shall be carried on on any of the lots with the exception of lots 43 and 44.
5. 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.
6. 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 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 the 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.....

See Ratification see Dec Book 322 page 473
Jim Crone Clerk
By: Cara Kitchens D.C.

For Ratification see Dec bk 1995 pg. 28283

Jim Crone, clerk
By: Cara Kitchens D.C.

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.

7. No building shall be built closer to any road than 75 feet and no building shall be built closer to any side line boundary than 15 feet.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or any part thereof except that dogs, cats or other domesticated household pets may be kept in reasonable numbers.

9. The restrictions, 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 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 or owners of a majority of the lots in this addition. The majority of lots is calculated as being over fifty (50) percent of the total number of lots in this addition.

IN WITNESS WHEREOF, the Corporation has set its seal this 11th day of October, 1984.

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MADISON FINANCIAL CORPORATION

By: James B. McDougal
JAMES B. MCDUGAL, President

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

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 to do so, had executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal this 11th day of Oct, 1984.

Sarah Thomas
NOTARY PUBLIC

My commission expires:

5/21/90

Filed for record on this the 30th day of April, 1985, at 10 12 a.m., and same is duly recorded in Deed Book 272 Page 575.

Jimmy Seals - Circuit Clerk & Recorder

BY Robin D.C.