

Lots
628-649

Phase
II
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D SALINE CIRCUIT &
CLERK
DEC 15 PM 4 25

RESTRICTIVE COVENANTS

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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 Maple Creek Farms, Phase II, 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 360; 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 II, an Addition of Saline County, Arkansas, 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 II, an Addition of Saline County, Arkansas, as shown on the recorded plat thereof.
2. Regarding lots 632, 633, 634, 635, 636, 637, 640, 641, 642, 643, 643-A and 644, 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.
3. Regarding lots 628, 629, 630, 631, 638, 645, 646, 647, 648, and 649, 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.

4. No trailer, mobile home, tent or shack shall be erected or placed on any lot in this addition, temporarily or permanently. Tents used for recreational purposes of a short duration shall not be considered as excluded by this provision.

5. 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.

6. 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 no 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.

7. 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.

8. 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.

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

10. 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.

11. 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.

12. The covenants agreements and restrictions herein set forth shall run with the title to the lots in this addition and bind the present

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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 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.

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13. 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 of 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 percent (50%) of the total number of lots in the addition.

IN WITNESS WHEREOF, the Corporation has set its seal this 3 day of November, 1983.

MADISON FINANCIAL CORPORATION

BY:

Jama B. McLaughlin
President