

## RESTRICTIONS

### Leisure Hills Estates Boone County, Arkansas

Robert W. Gebert and Jessie M. Gebert, owners of Leisure Hills Estates, a subdivision that does hereby impress all of such lots in the subdivision with the following restrictive covenants in order to establish and maintain a uniform and general plat of the use, development, improvement and sale of said lots within such subdivision, to-wit:

1. Mobile homes, camping trailers and similar type vehicles are prohibited.
2. The actual living area of the residential structures on all lots, exclusive of patios, all garages and outbuildings shall not be less than one thousand two hundred (1200) square feet.
3. Exterior walls and roofs of all buildings must be constructed of conventional permanent materials. The use of unconventional materials is prohibited.
4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to other lots or lot owners in this subdivision. No advertising signs or billboards shall be placed upon any residential lot in this subdivision except that the owner may place such signs as may be appropriate and necessary for the sale of the lot or the development of this subdivision. No unlicensed, junk automobiles shall be allowed.
5. No animals, livestock, poultry, dogs or cats shall be kept upon any lot except as a domestic pet or for the domestic use of the occupant of the principal dwelling. No animals shall be used commercially or boarded. No vicious or wild animals shall be kept. Animals shall not be kept in such a manner as to be a nuisance to the neighbors either by noise, odors, unsanitary conditions or otherwise.
6. Neither the lots nor the residence placed thereon shall be used for any business purpose of any kind nor shall any commercial, manufacturing usage be permitted on any of said lots or the residence located thereon. The use of any lot or residence as a gathering place, campground or meeting place of any religiously affiliated organization is prohibited.
7. If any person shall violate or attempt to violate any of the restrictions and/or covenants herein, it shall be lawful for any persons owning any lot in this subdivision to prosecute proceedings of law or in equity against that person or persons violating or attempting to violate such restriction or covenant, either to prevent him or them from so doing or to correct such violation, or to

recover damages or other relief for such violation or attempted violation.

8. It is further understood that by acceptance or signing of any contract for deed, conveyance of deed, the purchaser of or the grantee of agrees and covenants for himself, his heirs and assigns, executors, administrators, successors and personal representatives that he takes such lot or lots subject to the restrictions and/or covenants set forth herein, which it is agreed shall be deemed covenants which run with the land and shall be binding on him and all such parties as herein listed who under or through him.

9. The buyers of property in this sub-division will be responsible for their own water supply.

Filed for Record 23<sup>rd</sup> day of June  
1976 at 2 o'clock P. M

Naomi Parker, Clerk

By Naomi Parker cc.

Robert W. Gebert  
Jessie Mae Gebert

Date of preparation of restrictions: June 10, 1976

#### ACKNOWLEDGMENT

State of Arkansas  
County of Marion

Be it remembered, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Robert W. Gebert and Jessie Mae Gebert to well known as the Grantors in the foregoing ~~and~~, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 23 day of June,

1976

1976. My Commission Expires May 7, 1977 L. H. D...

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