

## Covenants and Restrictions

WE, H. C. AHRENS, JR. and wife, GWENDOLYN L. AHRENS, LARRY R. ROGERS and wife, ELIZABETH ROGERS and DANA S. BARNETT and wife, TAMHRA E. BARNETT, being the owners of land in Section 31, Township 6 North, Range 12 West, Faulkner County, Arkansas, with the expressed and due and proper concern for the buyers, the surrounding communities, the ecological and environmental considerations and the protection of each of these from the undesirable use of residential property, have caused the following covenants to be executed.

WHEREAS, the County Court of Faulkner County entered an order on January 12, 1988 reducing to acreage the subdivisions known as Eagles Nest Estates, Phases III and IV, as filed for record in Plat Book F at pages 80, 96 and 97. The roads in said subdivisions were not abandoned. That it is the intention and desire of the undersigned owners of said land to maintain and restore the covenants and restrictions that were filed for record affecting said lands and they do hereby execute these covenants and restrictions which shall apply to the same lands and other lands more specifically described below:

PART 1. AREA OF APPLICATION. The covenants shall apply to all lands sold and located in the following described property:

Part of the S 1/2 of Section 31, Township 6 North, Range 12 West, Faulkner County, Arkansas, described as follows: Commencing at the Southwest corner of said S 1/2, Section 31; run thence North 89 degrees 57 minutes 04 seconds East a distance of 437.9 feet; thence North 1 degree 02 minutes 54 seconds West a distance of 225.0 feet to the point of beginning; thence continue North 1 degree 02 minutes 54 seconds West a distance of 345.08 feet; thence North 89 degrees 56 minutes 51 seconds East a distance of 1,084.46 feet; thence South a distance of 175.0 feet; thence North 89 degrees 55 minutes 49 seconds East a distance of 250.0 feet; thence South a distance of 175.0 feet; thence South 89 degrees 57 minutes 04 seconds West a distance of 368.89 feet; thence North a distance of 150.27 feet; thence South 58 degrees 02 minutes 26 seconds West a distance of 284.44 feet; thence South 89 degrees 57 minutes 04 seconds West a distance of 447.93 feet; thence North 1 degree 02 minutes 54 seconds West a distance of 5.0 feet; thence South 89 degrees 57 minutes 04 seconds West a distance of 250.0 feet to the point of beginning, containing 9.09 acres, more or less.

ALSO, Part of the SW 1/4 of Section 31, Township 6 North, Range 12 West, Faulkner County, Arkansas, described as follows: Commence at the Southwest corner of said Section 31; run thence North 89 degrees 57 minutes 04 seconds East along the South line of Section 31 a distance of 1,180.47 feet; thence North 89 degrees 55 minutes 49 seconds East a distance of 1,281.46 feet; thence leaving said South line North a distance of 220.0 feet to the point of beginning; thence continue North a distance of 10.0 feet; thence North 89 degrees 30 minutes East a distance of 400.01 feet; thence North a distance of 47.0 feet; thence North 89 degrees 55 minutes 49 seconds East a distance of 409.66 feet; thence South 86 degrees 01 minute 14 seconds East a distance of 75.0 feet; thence North 34 degrees 29 minutes West a distance of 168.84 feet; thence North 14 degrees 14 minutes 17 seconds West a distance of 102.58 feet; thence North 18 degrees 26 minutes 47 seconds West a distance of 93.86 feet; thence North 41 degrees 53 minutes 10 seconds West a distance of 184.72 feet; thence North 74 degrees 19 minutes 04 seconds West a distance of 345.10 feet; thence North 75 degrees 27 minutes West a distance of 590.16 feet; thence North 88 degrees 22 minutes 48 seconds West a distance of 252.74 feet; thence South 83 degrees 06 minutes 35 seconds West a distance of

337.46 feet; thence South 85 degrees 25 minutes 08 seconds West a distance of 90.93 feet; thence south a distance of 546.42 feet; thence North 89 degrees 55 minutes 49 seconds East a distance of 250.0 feet; thence South a distance of 175.0 feet; thence North 89 degrees 55 minutes 49 seconds East a distance of 720.0 feet to the point of beginning, containing 25.16 acres, more or less. Also formerly known as Eagles Nest Estates Phase III.

ALSO, Part of the S 1/2 of Section 31, Township 6 North, Range 12 West, Faulkner County, Arkansas, described as follows: Commence at the Southwest corner of said Section 31; run thence North 89 degrees 57 minutes 04 seconds East along the South line of said Section 31 a distance of 691.93 feet; thence North a distance of 570.08 feet to the point of beginning; thence continue North a distance of 422.04 feet; thence South 85 degrees 39 minutes 48 seconds East a distance of 99.5 feet; thence North a distance of 300.0 feet; thence North 85 degrees 00 minutes 56 seconds East a distance of 993.75 feet; thence North 86 degrees 34 minutes 40 seconds East a distance of 199.34 feet; thence East a distance of 190.12 feet; thence South 72 degrees 06 minutes 56 seconds East a distance of 949.34 feet; thence South 75 degrees 06 minutes 26 seconds East a distance of 574.78 feet; thence South 605.27 feet; thence North 86 degrees 01 minute 14 seconds West 341.44 feet; thence North 34 degrees 29 minutes West a distance of 64.67 feet; thence North 14 degrees 14 minutes 17 seconds West a distance of 102.58 feet; thence North 18 degrees 26 minutes 47 seconds West a distance of 93.86 feet; thence North 41 degrees 53 minutes 10 seconds West a distance of 184.72 feet; thence North 74 degrees 19 minutes 04 seconds West a distance of 345.10 feet; thence North 75 degrees 27 minutes West a distance of 590.16 feet; thence North 88 degrees 22 minutes 48 seconds West a distance of 252.74 feet; thence South 83 degrees 06 minutes 35 seconds West a distance of 337.46 feet; thence South 85 degrees 25 minutes 08 seconds West a distance of 90.93 feet; thence South a distance of 371.42 feet; thence South 89 degrees 56 minutes 51 seconds West a distance of 800.0 feet to the point of beginning, containing 34.21 acres, more or less, less and except the following described property: Commencing at the Northwest corner of aforesaid described property; run thence North 85 degrees 00 minutes 56 seconds East 794.44 feet to the point of beginning of said exemption; thence continue North 85 degrees 00 minutes 56 seconds East 199.31 feet; thence North 86 degrees 34 minutes 40 seconds East 199.34 feet; thence East 190.12 feet; thence South 400.0 feet; thence North 88 degrees 22 minutes 48 seconds West 252.79 feet; thence South 83 degrees 06 minutes 35 seconds West 337.46 feet; thence North 404.12 feet to the point of beginning, containing 5.35 acres, more or less, and leaving 28.86 acres, more or less.

**PART 2. LAND USE AND BUILDING TYPE.** Ecological and environmental factors shall be given important consideration in the planning, and pursuant activity affecting this land. No portion of this land shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on this land other than single-family dwellings, not to exceed two and one-half (2 1/2) stories in height, private garages for not more than three cars, guest houses, servant's quarters, and other out buildings incidental to and related to residential use of the premises.

**PART 3. ARCHITECTURAL CONTROL.** No building shall be erected or placed or altered on any portion of this land until the construction plans and specifications and a plat showing the location of the structures have been approved by the architectural control committee, A.C.C., as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and ecological and environmental considerations. No pens or wall shall be erected, placed or altered on this land nearer to any street than the minimum building set back line unless approved by the architectural committee. This also includes all structures intended to be used in confining animals.

**PART 4. DWELLING SIZE AND QUALITY.** No dwelling shall be permitted on this land, the ground floor area of which, exclusive of one story open porches and garages is less than 1,300

square feet for one story dwellings, nor less than 1,300 square feet on the ground floor for more than one story. It is the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.

**PART 5. BUILDING LOCATION.** No building shall be located on this land closer to 75 feet from the center line of an existing public right of way. No building shall be located within 20 feet of any other property line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

Any and all out buildings must be set back a minimum of 80 feet from any front boundary line, but never in the front of any residence, unless approved by the Architectural Control Committee.

**PART 6. EASEMENTS.** Easements for installation and maintenance of utilities, drainage facilities and roads shall be 10 foot width adjacent to any right of way line and shall be 7 1/2 feet on side and rear property lines. An additional 12 1/2 foot easement is reserved adjacent to the 7 1/2 foot easement along all property lines for temporary construction, repair or maintenance of utilities, drainage facility and roads.

**PART 7. TEMPORARY STRUCTURES.** No structure of a temporary character, such as a mobile home (on wheels or a permanent foundation), shacks, tents, basements, barns or storage buildings, shall be used on this land at any time as a residence, either temporarily or permanently, except as provided herein. Small barns or storage buildings can be placed or constructed on the land for animal shelter, for storage of household goods, lawn or garden equipment, providing that said structure does not create an unsightly appearance or detract from the neighborhood and conforms to those requirements contained in part Number 5 above.

**PART 8. NUISANCES.** No noxious or offensive activity shall be carried on on this land, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. Parking and/or outside storage of dismantled, junked, or unlicensed motor vehicles or equipment is prohibited. Prior to the period of construction, this land will be left in a state of repair which is equal to or better than that which existed at the time of purchase.

It is also intended that this covenant apply to any runoff from areas where livestock are kept, either as a result of the natural water shed or one altered by any means or activity.

**PART 9. SIGNS.** No signs of any kind shall be displayed to the public view on this land except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs 8 square feet used by a builder to advertise the property during the construction or sale period. This restriction does not apply to signs used by Developer during the initial sales.

**PART 10. LIVESTOCK, POULTRY AND WILDLIFE.** No animals, livestock, poultry or wildlife under domestic means shall be raised, bred or kept on this land for any commercial purposes. Horses, cows, sheep, or goats may be kept on this land in reasonable numbers.

Reasonable numbers for this purpose is generally interpreted as not more than two

animal units per acre of land. Cats and other household pets may be kept. Dogs will not be permitted to hunt, roam or wander on the property of a neighbor or other property owners in the surrounding community without the property owners' express consent. Each dog will have a collar with attached identification tag. All cats and dogs will have a tag indicating a current rabies shot. In all cases, the applicable provisions of Part Number 3 and Part Number 8 are applicable to this covenant.

**PART 11. SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge shrub planting or other obstruction which restricts sight lines at elevations between 2 and 6 feet above the roadways shall be placed or be permitted to remain on any land which has a roadway on two sides within the triangular area formed by the roadway property lines and the line connecting them at points 40 feet from the intersection of the roadway lines, or in the case of rounded corners, property corners, from the intersection of the roadway property lines extended. The same sight line restriction limitations shall apply on this land within 10 feet from the intersection of a roadway property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

**PART 12. SANITATION.** Approval of the Faulkner County Health Department shall be obtained prior to beginning construction of any improvements upon any property subject to these covenants. Every well, spring or other ground or water supply, and all appurtenances thereto, shall be located, constructed, drilled and tested as required by the statutes of the State of Arkansas and/or the rules and regulations of the Arkansas State Board of Health. The siting of ponds and dams will be subject to the approval of the Architectural Control Committee.

Each dwelling and every accessory structure intended for human habitation shall be connected with a public or private sanitary sewage disposal system, all portions of which shall be installed, constructed, inspected and approved in strict compliance with the minimum specifications of the statutes of Arkansas and/or the rules and regulations of the Arkansas State Board of Health.

#### ARCHITECTURAL CONTROL COMMITTEE

1. **MEMBERSHIP.** The Architectural Control Committee is composed of H. C. Ahrens, Jr., Gwendolyn L. Ahrens, of Faulkner County, Arkansas, and Nancy Jean Bishop of Lonoke County, Arkansas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of acreage of the land in the Area of Application, Part Number One, shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers or duties.

2. **PROCEDURE.** The committee's approval or disapproval as required in these

covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the acreage of the area of application has been recorded, agreeing to change said covenants in whole or in part.

4. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

5. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS OUR HANDS on this 12th day of February, 1991.

H. C. Ahrens, Jr.  
H. C. AHRENS, JR.

Gwendolyn L. Ahrens  
GWENDOLYN L. AHRENS

Larry L. Rogers  
LARRY L. ROGERS

Elizabeth Rogers  
ELIZABETH ROGERS

Dana S. Barnett  
DANA S. BARNETT

Tamhara E. Barnett  
TAMHARA E. BARNETT