

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

This Declaration made this 27th day of October, 1976, by the Citadel Bluff Development Corporation, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, DEVELOPER is the owner of certain real estate situated in Franklin County, Arkansas, and more particularly described as Citadel Bluff Phases I and II, according to plats filed July 29, 1976 in Survey Book "A" Page 60 (Phase I), and filed September 20, 1976 in Survey Book "A" Page 61 (Phase II); and

WHEREAS, THE DEVELOPER declares that the real property described shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes here in referred to as "Covenants and Restrictions"), hereinafter set forth, to-wit:

1. USE: Said lots shall be used exclusively for residential purposes.
2. SINGLE FAMILY, QUALITY: Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. If more than one lot is used for construction of a dwelling house, such combined lots shall be considered as one lot for the purpose of these restrictions. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding or similar material on outside walls. No house trailers, campers, tents shacks or similar structures shall be erected, moved to or placed upon said premises in this subdivision, except campers on a temporary basis. All building exteriors must be completed within six months from the date the construction commences. No lot may be further subdivided.
3. SIZE, SET-BACK: No residence shall be closer than one hundred (100) feet to the road. No porch, projection, appurtenance or appendage of any building and no private sewage facilities, including drainage field tile, shall extend or encroach nearer than thirty (30) feet to any road right of ways, nor nearer than twenty-five (25) feet to the property line of any adjoining property owner.

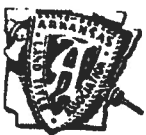


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4. SEWERAGE, WATER SUPPLY: No outside toilet shall be allowed on the premises. Each dwelling shall have an individual sanitary unit and the owner of said lot shall install a septic type of sewerage treatment plant, or any other type of plant approved by the County Health Department of the County in which the land is located. All sanitary units, disposal systems and/or drain fields will be installed by the County Health Department.
5. NUISANCE: No unlawful or noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. All lots must be kept in a tidy manner.
6. UTILITY EASEMENTS: Citadel Bluff Development Corporation, for itself, its successors, assigns and licensees reserves a fifteen (15) foot wide easement along all road rights of way and five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating, and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, sewer lines, culverts and drainage ditches, and other services and appurtenances thereto, for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above.
7. GARBAGE AND TRASH DISPOSAL: No lots shall be used as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such materials shall be kept in a clean, sanitary and sightly condition. During the construction of improvements, no trash shall be burned on any lot except in a safe incinerator and unless so burned, shall be removed by the lot owners, and at owner's expense, to a location designated by Citadel Bluff Development Corporation.
8. COVENANTS RUNNING WITH THE LAND, DURATION OF RESTRICTIONS: These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, personal representatives or assigns, and if Grantees, their heirs, personal representatives or assigns, shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning

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any land in the subdivision to prosecute by proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, or to recover damages for such violation. All the restrictions, conditions, covenants or agreements contained herein shall continue unchanged until January 1, 1981, and shall continue for such time thereafter until changed, altered, amended, or revoked in whole or in part by the owners of the lots in the subdivision by an agreement in writing executed and acknowledged by the owners of at least two-thirds of said lots. Any invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

CITADEL BLUFF DEVELOPMENT CORPORATION

/s/ By: S. R. Ludington, Jr., President

ACKNOWLEDGED: October 28, 1976, before Evelyn M. Britt, Notary Public of Sebastian County, Arkansas (SEAL) Commission expires: September 1, 1979.



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