

This instrument prepared by

NAME Bill Strait

ADDRESS P.O. Box 1780

Danville, Ar.  
72833

RESTRICTIVE COVENANTS  
COVE LANDING, PHASE III

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS COVE LANDING, L.L.C., owner of the following described property in Pope County, Arkansas, to-wit:

A part of the SW ¼ of Section 31, T-8-N, R-19-W, Pope County, Arkansas, more particularly described as follows:

Commencing at the NW Corner of said SW ¼; Thence N 88°11'16" E along the North line thereof, 1089.96 ft.; thence S 02° 00'00" W, 1187.08 ft. to the Point of Beginning; thence N 89°21'47" E, 319.71 ft.; thence S 01°58'05" E, 511.57 ft.; thence S 07°58'40" W, 215.94 ft.; thence S 02°21'03" E, 220.10 ft.; thence N 86°21'46" E, 253.52 ft.; thence S 01°43'12" E, 13.07 ft.; thence N 89°21'47" E, 135.03 ft.; thence S 01°43'12" E, 489.35 ft. to a point on the South line of said SW ¼; thence S 88°16'51" W, along said South line, 355.22 ft. to a point on the East line of the Replat of Cove Landing, Phase I; thence along said boundary of the Replat of Cove Landing, Phase I, as follows: N 01°17'09" W, 311.06 ft.; S 86°35'04" W, 228.27 ft.; N 53°13'40" W, 92.98 ft.; N 0°10'50" E, 208.96 ft.; S 89°23'28" W, 220.06 ft.; thence leaving said boundary, N 18°48'56" W, 104.27 ft.; thence N 51°52'00" W, 138.67 ft.; thence N 15°28'31" W, 43.47 ft. to a point on the Southerly line of Lot 124, Replat of Lots 122 and 124, Cove Landing, Phase II; thence N 56°14'41" E, along said Southerly line, 199.01 ft.; thence along the Easterly boundary of Cove Landing, Phase II, as follows; N 51°45'57" E, 63.54 ft.; S 62°11'30" E, 139.10 ft.; N 01°00'00" W, 566.20 ft. to a Point of Beginning. Containing 13.96 acres, more or less. Subject to any easements of record.

the same being the real property now duly platted as COVE LANDING, PHASE III, subdivision to Pope County, Arkansas, as such plat is recorded in Cabinet C, Slide 736A, of the records of the office of the Circuit Clerk and Ex Officio Recorder for Pope County, Arkansas, does hereby make the following declarations as to limitations, restrictions, easements and uses to which the lots and tracts constituting such subdivision may be put, and hereby specifies that such declarations shall constitute

31-11-537

covenants to run with all the land as provided by law, to be binding on all owners of record and all persons claiming under them, and for the benefit of said owners and future owners in such subdivision, this Declaration of Restrictions, being designed for the purpose of insuring the use of the property for attractive residential purposes only, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired appearance, tone and ambiance of the community and thereby to secure each owner the full benefit and enjoyment of his property, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to other site owners:

NOW THEREFORE, the Grantor makes this Statement of Restrictive Covenants and Bill of Assurance.

1) LAND USE. All lots shall be restricted to single family residences with a minimum of 1800 square feet consisting of heated and cooled living space in the main residential building (exclusive of porches, carports, and such outbuildings as might reasonably be required in the use of the lot and the house as a resident subject to the restrictions set forth in paragraph 5 below). Grantor retains the right and authority to authorize the construction of a single family residence with a minimum of 1600 to 1800 square feet of heated and cooled living space if in the discretion and opinion of Grantor the particular lot is better suited to a smaller residence and said residence meets the other requirements of Paragraph 15 herein. Each improved lot must include among its improvements an enclosed garage able to accommodate at least two cars. Any detached garage must be architecturally consistent with the residence and must match in quality, workmanship, design and execution the materials and characteristics of the principal

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residence. All residences must have hard surfaced driveways sufficient in width to adequately accommodate automobile traffic. Those less than seventy-five (75) feet in length must be concrete, those seventy-five (75) or more in length may either be concrete or macadam "black top" hard surfaced. Any residence receiving mail at the lot location must house the mailbox in a receptacle approved by the United States Postal Service encased in a free standing brick and mortar housing matching or complementing the principal residence and subject to approval under paragraph 15 below. Receptacles for receiving newspaper deliveries must be built into the above described receptacles in the same manner as the mailbox. No appendages shall be allowed hanging from the brick and mortar housing described above except temporary, seasonal decorations.

The following building restrictions hereby apply to the lot number indicated:

- (1) The single family dwelling built on Lot 142 must be built with the main entrance of said structure facing Channel Circle.
- (2) The single family dwelling built on Lot 143 must be built with the main entrance of said structure facing Salmon Lane.
- (3) The single family dwelling built on Lot 150 must be built with the main entrance of said structure facing Salmon Lane.
- (4) The single family dwelling built on Lot 144 must be built with the main entrance of said structure facing Herring Cove.
- (5) The single family dwelling built on Lot 149 must be built with the main entrance of said structure facing Herring Cove.

2) SUBDIVISION OF LOTS. No lot may be subdivided nor used for access to lands not in the subdivision.

3) UTILITIES AND EASEMENTS FOR UTILITIES. All utilities shall be underground and each lot shall be the subservient estate to such easements as are reflected on the plat referred to above.

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4) TEMPORARY STRUCTURES. No temporary structure, including mobile homes, may be placed on the property except for that required for the construction of permanent improvements on the property and then not to exceed six (6) months in the aggregate.

5) OUTBUILDINGS. In addition to the principal residence and detached garage, if applicable, the property may have up to two (2) additional outbuildings, the design and construction of which shall be subject to the same requirements and conditions as that set forth for garages in paragraph 1.

6) LOCATION OF IMPROVEMENTS AND BUILDING SETBACKS. No building shall be constructed on any lot nearer to the street than 30 feet, nearer to any side lot line than 15 feet and nearer to any rear lot line than 25 feet.

7) RUN OFF AND WATERSHED PROTECTION EASEMENT. Recognizing the subdivision's location within the Galla Creek Watershed and the commensurate desire to inhibit unwanted chemicals and particulates from entering the said watershed, the owner, by these presents, places an easement for a buffer zone. The precise location of which easement on each lot is set forth on final plat referred to above and within the boundaries of which easements the following covenants and restrictions shall prevail which shall run with the land:

- A) The easements created by this paragraph are permanent.
- B) No permanent improvement of any kind except fencing may be placed within the confines of the easement.

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- C) No toxic chemicals, deleterious substances or substances or activities which might present a danger to the public health shall be conducted or stored on said easements.
- D) Information may be obtained through the Developer providing citizen guidelines for watershed protection in a form to be provided by the Arkansas Department of Health.
- E) Developer and any successor in interest will be responsible for erecting and maintaining erosion control mechanism on each lot and public way in the form of silt screens, straw bales or their substantial equivalent, the effect of which is to retard the erosion of soil and the discharge of particulates into the watershed.
- 8) ANTENNAE AND SATELLITE DISHES. No radio or television antenna or tower shall be placed on the property in excess of 30 feet above ground level where located and no satellite dish shall be placed or maintained on the property that may be seen from public road.
- 9) ANIMALS. No animals, livestock, poultry of any kind (except ducks and geese) shall be kept on any lot except for household pets and then not as a part of a routine commercial venture. Any single landowner having fee simple title to three (3) or more contiguous acres may maintain up to two (2) large domesticated animals including, but not limited to, horses, but specifically excluding swine. The landowner shall assume exclusive responsibility to keep all animals retained by appropriate fencing, which shall be of such design and materials as is approved by the committee set forth in paragraph 15 below: animals outside fenced areas must be kept under personal control of the owners,

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including by way of example, but not by way of limitation, dogs must be kept on leashes and under the owners' control.

10) NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Trash, garbage or other waste shall not be kept except temporarily in a sanitary container.

Lots shall be kept mown and underbrush and other unsightly growth shall not be permitted to remain on the property. Any lot which remains at an un-mown condition after a reasonable opportunity after notice to the owner to remedy same, may be mown by the grantor or its successors in interest for which a reasonable charge may be assessed and said charge, while unpaid, shall constitute a lien against the lot so cleaned up until the same is paid in full. Grantor or its successors in interest shall have the right to enforce this provision, including proceeding in the Chancery Court of Pope County, Arkansas, to declare, establish and foreclose a lien on the land, and shall be entitled to recover the cost incurred for the cleanup, interest on the same and all costs incurred in enforcing this lien, including reasonable attorney's fees.

11) SIGNS. The construction and maintenance of billboards or advertising boards or structures on any lot is specifically prohibited, except that billboards advertising the sale or rental of such property are permitted provided they do not exceed 30 square feet in size.

12) TEMPORARY STRUCTURES AND SUBSTANDARD HOUSING. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site

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covered by the covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

13) PARKING RESTRICTIONS. No automobile, truck, trailer, mobile home, tent or temporary structure of any nature whatsoever, shall ever be parked, located or otherwise maintained on any lot, provided that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway. Recreational vehicles may be parked regularly on a lot, but only in a manner that they cannot be seen from the road servicing the house and lot in question. This exception shall not be construed to authorize a temporary structure in contravention of paragraph 11 above.

14) PRESERVATION OF SIGHT LINES. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevation between one (1) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of intersection unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

15) ARCHITECTURAL AND IMPROVEMENT PLANS CONTROL. No building, fence, wall or other structure shall be constructed, erected, or maintained, nor shall any addition thereto or change or alteration therein be made until plans and

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specifications, color scheme, plat plan, and grading plan therefore, and other information satisfactory to Grantor, or its duly authorized representative, shall have been submitted in writing to and approved in writing by the said Grantor, or its duly authorized representative. In passing upon such plans, specifications, and other requirements, the said Grantor, or its duly authorized representative, may take into consideration the suitability of the proposed building, fence, wall or other structure, and the materials of which it is proposed to erect the said building, fence wall or other structure, the harmony thereof with the surroundings, and the effect of the building, fence, wall or other structure as planned on the outlook from adjacent or neighboring property. The Grantor's approval or disapproval as required in these covenants shall be in writing. In the event the Grantor, or its designated representative, fails to approve or disapprove within ten (10) days after plans have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with fully. Nothing contained in the covenant nor any consent by Grantor shall in any way be deemed to prevent any owners of property in this subdivision from enforcing any legal rights which such owners may have as to any improvement in this subdivision. The authority reserved to the grantees in this paragraph shall extend to granting and allowing reasonable variances from the mandates of other requirements in these restrictions so long as the exercise of grantor's discretion does not unreasonably diminish the overall value of the subdivision as a residential setting.

16) AMENDMENTS. Any and all of the covenants, provisions or restrictions set forth in the Declaration of Restrictions may be amended, modified, extended, changed

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or cancelled, in whole or in part, by a written instrument signed and acknowledged as follows:

A) As long as Cove Landing, L.L.C. is the developer of the lots subject to this phase, then an amendment or modification is effective when signed by it;

B) When the ownership of Cove Landing, L.L.C. drops below five percent (5%), amendments shall be effective when signed by the owner or owners of more the fifty-one percent (51%) in area of the land in this phase. The provisions of such instrument so executed shall be binding from and after the date it is duly filed for record in Pope County, Arkansas. Each covenant in this instrument, unless expressly provided otherwise, shall remain in full force and effect.

17) A COMMON AREA. Grantor recognizes that this Phase III of Cove Landing benefits from the common areas established and identified in the Restrictive Covenants, as amended, of Phase I Cove Landing Subdivision. In light of that, any and all owners of each lot in this Phase III of Cove Landing Subdivision are bound to contribute to the cost of maintaining the common area in the same manner as are lots in Phase I of Cove Landing Subdivision, with the exception of the Developer.

18) HOMEOWNERS ASSOCIATION. If and when a homeowners association is formed pursuant to the authority therefore in the restrictive covenants of Cove Landing Subdivision Phase I, this phase and all lot owners

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therein shall be subject to that association, its rules and regulations and entitled to all the rights and privileges created by it, with the exception of the Developer.

19) PARTIAL INVALIDATION. Invalidation of any restriction set forth herein or any part thereof by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein but shall remain in full force and effect.

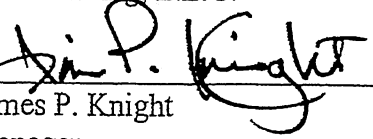
20) RIGHT TO ENFORCE. The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition and bind the present owners, their heirs, successors and assigns; future owners and their heirs, successors and assigns; and all parties claiming by, through or under them shall be taken 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 corporation 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, or owners, 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 one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

31-H-546

IN WITNESS WHEREOF, the Owner has hereunto set its hand this  
10<sup>th</sup> day of October, 2002.

Cove Landing, L.L.C.

BY:

  
James P. Knight  
Manager

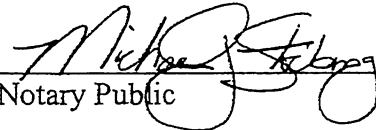
31-H-547

**ACKNOWLEDGEMENT**

STATE OF ARKANSAS)  
 ) ss  
 COUNTY OF POPE )

Before me, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared James P. Knight, to me well known to be the Manager of Cove Landing, L.L.C., and stated that he had executed and delivered the same for the consideration, purposes and uses therein mentioned and set forth.

WITNESS my hand and seal this 10<sup>th</sup> day of October, 2002.

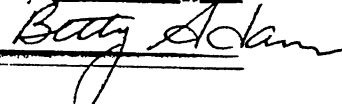
  
 Notary Public

~~My Commission Expires:~~  
**"NOTARY SEAL"**  
 Michael J. Stocking, Notary Public  
 Pope County, State of Arkansas  
 My Commission Expires Dec. 3, 2011.



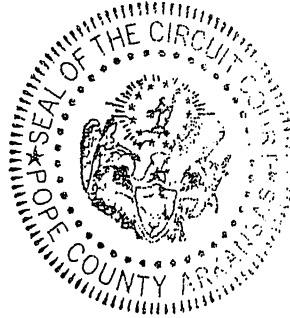
CLERK'S CERTIFICATE OF RECORD  
 STATE OF ARKANSAS - COUNTY OF POPE

I, JUANITA BARBER, Circuit Clerk and Recorder of the County aforesaid do hereby certify that this instrument was filed for record the 10 day of Oct. 2002 at 2:20 o'clock P.M. and the same is now duly recorded in Record Book 31-H Page 537-548. Witness my hand and the seal of said court this the 10 day of Oct. 2002

Juanita Barber - Circuit Clerk and Recorder  
 By 

31-H-548

This instrument prepared by  
Heritage Title & Closing Co  
700 West B Street  
Russellville, AR 72801



CLERKS CERTIFICATE OF RECORD  
STATE OF ARKANSAS - COUNTY OF POPE  
I, FERN TUCKER, Circuit Clerk and Recorder of  
the County attested do hereby certify that this  
instrument was filed for record the 02/06/2004 at  
09:43:25 AM, and the same is now  
duly recorded in Miscellaneous Book 2004-8 Page  
41 - 43  
Witness my hand and the seal of said court this  
the 02/06/2004  
FERN TUCKER - Circuit Clerk and Recorder  
By Jane Collins D.C.

## MODIFICATION OF RESTRICTIVE COVENANTS

This declaration of modification to Restrictive Covenants is made by Cove Landing, LLC and various other owners of real property in Cove Landing Subdivision, Phase III, to Pope County, Arkansas, hereinafter referred to as GRANTORS, being the owners of that portion of the area in the phase of the subdivision known as Cove Landing Subdivision, Phase III, the original Restrictive Covenants which were placed of record for said subdivision on October 10, 2002 at Book 31-H, page 537 and following, said Grantors constitute the parties necessary to effect the modification of said Restrictive Covenants under Paragraph 16 thereof;

WITNESSETH:

WHEREAS, the original Restrictive Covenants were filed of record in a document recorded at Book 31-H, page 537 and following, governing land properly platted as Cove Landing, Phase III, Subdivision of Pope County and appears in Plat Cabinet C, at slide 736A.

WHEREAS it appears that the building setback requirement set forth in paragraph 6 thereof need to be changed; and

WHEREAS, the parties whose signatures are required have agreed to make that change;

NOW THEREFORE, in consideration of the amended covenants and other consideration, the receipt and adequacy of which are, by the signatures below, admitted, acknowledged and confirmed, and in consideration of the advantage to accrue to the subdivision by making the proposed change, Grantors do hereby amend paragraph 6 to read:

04-8-41

Notwithstanding all the other provisions of Paragraph 6, no building shall be constructed on lot 125, 126, 130, 131, 145, 146, 147, 149, 148, 149 or 150 nearer to any rear lot line than 15 feet.

In addition, all other provisions of Paragraph 6 are incorporated by reference except to the extent inconsistent with the foregoing sentence.

This agreement constitutes the entire agreement between the parties respecting the issues covered herein and all other agreements on this subject matter are deemed merged within this agreement.

These RESTRICTIVE COVENANTS shall run with the land as provided for in the original Bill of Assurance.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 5<sup>th</sup> day of Feb, 2004.

COVE LANDING, LLC,

BY: [Signature]  
James P. Knight, Managing Member

[Signature]  
Eddie Rood

[Signature]  
Traci Rood

[Signature]  
Daniel Lemke

[Signature]  
Shirley Lemke

[Signature]  
Duane Martin

04-8-42

STATE OF ARKANSAS)

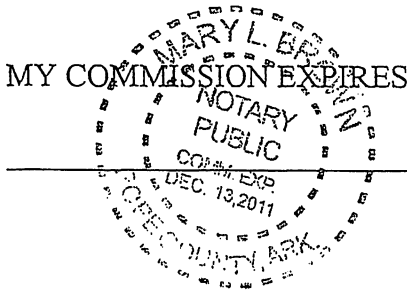
COUNTY OF POPE )

Before me, a Notary Public, within and for the County and State aforesaid, duly qualified, commission and acting, personally appeared to me JAMES P. KNIGHT, MANAGING MEMBER OF COVE LANDING LLC, EDDIE ROOD AND TRACI ROOD, DANIEL LEMKE AND SHIRLEY LEMKE, AND DUANE MARTIN, and stated they had executed and delivered the same for the consideration, purposes and uses therein mentioned and set forth.

WITNESS my hand and seal this 5<sup>th</sup> day of Feb, 2004.

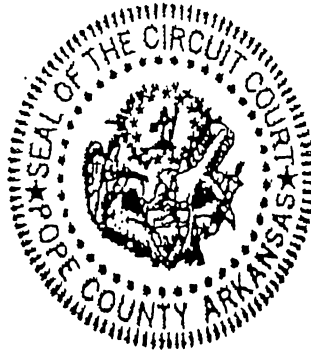
*Alana Brown*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



04-8-43

This instrument prepared by  
Heritage Title & Closing Co.  
700 West B Street  
Russellville, AR 72801



CLERKS CERTIFICATE OF RECORD  
STATE OF ARKANSAS - COUNTY OF POPE  
I, FERN TUCKER, Circuit Clerk and Recorder of  
the County attested do hereby certify that this  
instrument was filed for record the 02/23/2004 at  
12:41:19 PM, and the same is now  
duly recorded in Miscellaneous Book 2004-14 Page  
398 - 392  
Witness my hand and the seal of said court this  
the 02/23/2004  
Fern Tucker - Circuit Clerk and Recorder  
By: *[Signature]* D.C.

## MODIFICATION OF RESTRICTIVE COVENANTS

This declaration of modification to Restrictive Covenants is made by Cove Landing, LLC and various other owners of real property in Cove Landing Subdivision, Phase III, to Pope County, Arkansas, hereinafter referred to as GRANTORS, being the owners of that portion of the area in the phase of the subdivision known as Cove Landing Subdivision, Phase III, the original Restrictive Covenants which were placed of record for said subdivision on October 10, 2002 at Book 31-H, page 537 and following, said Grantors constitute the parties necessary to effect the modification of said Restrictive Covenants under Paragraph 16 thereof;

WITNESSETH:

WHEREAS, the original Restrictive Covenants were filed of record in a document recorded at Book 31-H, page 537 and following, governing land properly platted as Cove Landing, Phase III, Subdivision of Pope County and appears in Plat Cabinet C, at slide 736A.

WHEREAS it appears that the building setback requirement set forth in paragraph 6 thereof need to be changed; and

WHEREAS, the parties whose signatures are required have agreed to make that change;

NOW THEREFORE, in consideration of the amended covenants and other consideration, the receipt and adequacy of which are, by the signatures below, admitted, acknowledged and confirmed, and in consideration of the advantage to accrue to the subdivision by making the proposed change, Grantors do hereby amend paragraph 6 to read:

04-14-390



Notwithstanding all the other provisions of Paragraph 6, no building shall be constructed on lot 150 nearer to the front (West) lot line than 23 feet or nearer to the side (South) lot line than 26 feet.

In addition, all other provisions of Paragraph 6 are incorporated by reference except to the extent inconsistent with the foregoing sentence.

This agreement constitutes the entire agreement between the parties respecting the issues covered herein and all other agreements on this subject matter are deemed merged within this agreement.


These RESTRICTIVE COVENANTS shall run with the land as provided for in the original Bill of Assurance.

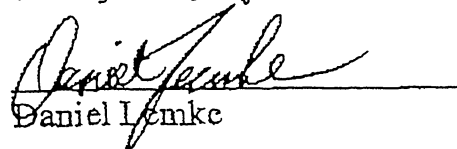
IN WITNESS WHEREOF, the parties have hereunto set their hands this 18<sup>th</sup> day of February, 2004.

COVE LANDING, LLC,

BY: 

James R. Knight, Managing Member

  
Shirley Lemke

  
Daniel Lemke

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

04-14-391

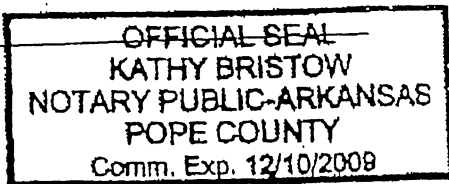
STATE OF ARKANSAS)  
 )  
COUNTY OF POPE )

Before me, a Notary Public, within and for the County and State aforesaid, duly qualified, commission and acting, personally appeared to me JAMES P. KNIGHT, MANANGING MEMBER OF COVE LANDING LLC, DANIEL LEMKE AND SHIRLEY LEMKE, and stated they had executed and delivered the same for the consideration, purposes and uses therein mentioned and set forth.

WITNESS my hand and seal this 8<sup>th</sup> day of February, 2004.

*Kathy Bristow*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



04-14-392