

SHANNON OAKS SUBDIVISION RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Dannie L. Brown and Freda Brown, Managers, of Brown & Brown Land & Timber, LLC are the owners of the following described real property lying in Grant County, Arkansas, to-wit:

Part of Lot 1 of the NW 1/4 of Section 3, Township 6 South, Range 13 West, described as follows:

Beginning at the NW corner of Lot 1 of the NW 1/4 of Section 3, run North 90 degrees 00 minutes 00 seconds East 1341 feet to the West Right-of-Way of HWY #167, thence along Right-of-Way line South 12 degrees 58 minutes 04 seconds West 646.42 feet, thence South 08 degrees 19 minutes 49 seconds West 351.39 feet, thence South 85 degrees 39 minutes 08 seconds West 1161.27 feet to the Western boundary line of Lot 1 of the NW 1/4 of Section 3, thence North 00 degrees 41 minutes 35 seconds East 1065.73 feet to the Point of Beginning, containing 29 acres, more or less.

AND ALSO,

Part of the NW 1/4 of Section 3, Township 6 South, Range 13 West, described as follows:

Beginning at the NE corner Lot 1 of the NW 1/4 of Section 3, run South 01 degrees 16 minutes 51 seconds East 938.60 feet to the SE corner of Lot 1, thence South 01 degree 01 minute 45 seconds West 892.00 feet, thence North 83 degrees 52 minutes 06 seconds West 163.36 feet, thence North 00 degrees 52 minutes 58 seconds West 133.68 feet, thence South 89 degrees 33 minutes 00 seconds West 177.17 feet, thence North 00 degrees 34 minutes 15 seconds East 250.00 feet, thence North 89 degrees 57 minutes 52 seconds West 193.60 feet, thence North 00 degrees 50 minutes 44 seconds East 449.18 feet, thence North 89 degrees 51 minutes 13 seconds West 813.88 feet to the East Right-of-Way line of Hwy #167, thence along Right- of-Way line North 08 degrees 22 minutes 02 seconds East 326.02 feet, thence North 12 degrees 49 minutes 56 seconds East 548.52 feet, thence leaving Right-of-Way line North 90 degrees 00 minutes 00 seconds East 731.00 feet, thence North 01 degree 31 minutes 22 seconds West 122.00 feet, thence North 90 degrees 00 minutes 00 seconds East 438.00 feet, to the Point of Beginning, containing 34.37 acres, more or less.

AND ALSO,

The entire Shannon Oaks Subdivision as recorded in subdivision plat file cabinet A-156 of the Grant County Courthouse.

AND WHEREAS, it is desirable that the above described real property be subdivided.

NOW THEREFORE WITNESSETH:

The use of the real property described herein is subject to the following protective and restrictive covenants which shall run with the said real property along with any parcels of same.

1. This property may be used for residential or commercial purposes, subject to the restrictions set forth herein.
2. Any parcel used for commercial purposes either on a part time or full time basis shall contain a minimum of five acres, and must have a minimum of three hundred fifty (350) feet of frontage on Highway #167.

3. Only one single family dwelling shall be permitted on one parcel. Mobile homes shall not be permitted.
4. Buyer shall have one year from the commencement of construction to complete any house or structure on the said property. Also, if the house or structure is constructed of wood, it is to be painted, stained or finished so that unfinished siding does not turn gray and/or look weathered. The floor area of the primary dwelling unit constructed on any parcel shall be not less than 1,200 square feet. In all cases the floor area shall be the heated and cooled interior floor area including area occupied by partitions and stairs. All dwellings shall have solid foundations, that is, no dwelling shall be built upon blocks, stilts, or the like, without enclosure of any air space floor level to the ground. Further, all structures shall be constructed with quality materials and workmanship.
5. No structure of a temporary character, camper trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed on or used on said property at any time as a residence either temporarily or permanently.
6. No noxious or offensive activity of any kind shall be carried on upon any parcel, nor shall anything be done thereon which may be or become an annoyance or a nuisance to other parcel owners.
7. No motor vehicle shall be stored upon any of the parcels. Exposed parts of motor vehicles shall not be placed or permitted to remain upon parcels. No motor vehicle which does not have current license tags shall be placed or permitted to remain upon parcels. A motor vehicle shall be parked only in a driveway which is covered by asphalt, concrete or gravel or in a carport or garage and not upon any other part of parcel. No motor vehicle may be repaired or overhauled while it is situated on said parcels, except that minor repairs may be made if they do not require the dismantling of a substantial part of the motor vehicle. In no event shall a business of repairing motor vehicles be conducted upon any parcel on either a part-time or full time basis unless said parcel otherwise qualifies for commercial use pursuant to the restrictions set out herein.
8. The individual parcel owners shall be responsible for checking, preventing, and otherwise eliminating erosion in roadway ditches abutting on his/her parcel or from concentrated flow of water which is considered to be defacing or otherwise devaluing the property.
9. No individual sewer disposal system shall be permitted on the property unless such systems are designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Board. Approval of such systems as installed shall be obtained from such authority.
10. No animals, livestock, insects or poultry of any kind may be raised, bred or kept on any parcel except that a dog, cat or household pet may be kept so long as it is not noisy or unruly to the extent that it is an annoyance to neighbors, and one horse and one cow may be kept per acre.
11. This property shall not be used or maintained as a dumping ground for rubbish, trash, etc. Trash, garbage and other waste shall not be kept except in sanitary containers. There will not be more than ten (10) 55 gallon sanitary containers at any time on one parcel. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. The yard and grounds shall be kept clean and trim at all times and no junk or discarded motor vehicles shall be permitted on said property.
12. No residential structure shall be constructed on any parcel nearer than one hundred (100) feet to the front parcel line (the parcel boundary line adjoining the right of way of Highway #167) or nearer than twenty-five

12 Cont. (25) feet to the interior and rear parcel lines. No commercial structure shall be constructed on any parcel nearer than one hundred twenty-five (125) feet to the front parcel line (the parcel boundary line adjoining the right of way of Highway #167) or nearer than fifty (50) feet to the interior and rear parcel lines. No building, fences, incinerators, paved driveways, or any other permanent structure or improvement of any kind, whether herein specifically enumerated or not, shall be built or maintained within the area of any of the easements shown on the survey, and in the event any such obstruction is placed thereon in violation of this restriction and reservation, no utility will be liable for destruction of same in maintaining or repairing its lines located within the area of said easement. No fence shall be constructed nearer than twenty-five (25) feet to roadway.

13. No sign of any kind shall be displayed to the public view on any parcel, except, one professional sign of not more than sixty square feet.

14. No improvements or grade change shall be made on any parcel which would divert the natural drainage of water onto an adjoining parcel.

15. These covenants are to run with the land along with any parcels of same and shall be binding on all parties and all persons claiming under them until January 1, 2015, subject to the express provision that these covenants may be amended at any time after the date of execution by an instrument signed by the owner or owners of at least sixty (60) percent of the area of the real property herein described.

16. Any owner or owners of parcel referred to herein shall have the right to sue for and obtain an injunction, prohibitive or mandatory, or prevent the breach 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 anyone 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 shall remain in full force and effect.

Dannie L. Brown, Manager Brown & Brown Land & Timber, LLC _____

Freda L. Brown, Manager Brown & Brown Land & Timber, LLC _____

ACKNOWLEDGMENT

STATE OF ARKANSAS COUNTY OF GRANT

On this day personally appeared before me, Dannie L. Brown and Freda Brown, Managers of Brown & Brown Land & Timber, LLC, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and official seal this _____ day of October 2006.

NOTARY PUBLIC

My Commission Expires: _____