POWD CONCRETE MONIMENT
FOUND MONTHS IN SOUTH IN S LEGEND TRACT #4 2.19 ACRES TRACT #5 3.37 ACRES TRACT #6 3.32 ACRES mo da TRACT #3 TRACT #7 3.13 ACRES PATOLOGIST TO THE TOTAL TRACT #13 TRACT#12 - C COUNTY ROAD # TRACT #2 A PART OF THE M1/2, EBCTTOM 4, T-5-E, R-12-W & A PART OF THE B1/2, EBCTTOM 33, T-6-S, R-12-W CRAMP COUNTY, ARKANBAB TRACT #8 3.00 ACRES N 88'47'29" W 1182.04 N 20 20 W STATE HIG 200.63 FINAL PLAT TRACT#14 \$40 ACRES TRACT#11 3.82 AGRES TOTOL BELLEVIEW TRACT#1 268.04 TRACT #9 3.00 ACRES N 89'08'53" E N 13°13'13" W W 11"1803"W S WISSON'E (DACAN' 748 L=197.97 R=641.72 A=60°58'20' C LEN=186.8 BRG=N 46°2 TRACT#10 TOWN THE SALE FOUND 174" COND. MONAMENT SW CORNER BECTRON 35 T-1-8, R-19-W 公正王 1

MILL CREEK ESTATES RESTRICTIVE COVENANTS County, AR

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, BTW Investments, LLC are the owners of the following described real property lying in Grant County, Arkansas, to-wit:

A part of the N ½ of the NW ¼ and a part of the NW ¼ of the NW ¼ of Section 4, T-5-S, R-12-W and a part of the SW ¼ of the SW ¼ of the SW ¼ of Section 33, T-4-S, R-12-W, all in Grant County, Arkansas, more particularly described as follows: Beginning at the SE corner of the NW ½ of the NW ¼ of said Section 4, thence N 88 47' 29" W a distance of 2345.10 feet; thence N 10' 33' 28" E a distance of 87.80 feet; thence with a curve turning to the right with an arc length of 267.82 feet, with a radius of 264.00 feet, with a chord bearing of N 39' 37' 11" E, with a chord length of 256.48 feet; thence N 68' 40' 55" E a distance of 56.81 feet; thence N 69' 07' 25" E a distance of 146.37 feet; thence with a curve turning to the left with an arc length of 113.08 feet; thence N 59' 51' 29" E a distance of 62.73 feet; thence N 57' 01' 02" E a distance of 187.22 feet; thence with a curve turning to the left with an arc length of 197.97 feet, with a radius of 541.72 feet, with a chord bearing of N 46' 32' 53" E, with a chord length of 196.87 feet; thence with a curve turning to the left with an arc length of 278.30 feet; with a radius of 330.00 feet, with a chord bearing of N 11' 08' 19" E, with a chord length of 278.30 feet; thence N 13' 48' 05" W a distance of 315.66 feet; thence N 18' 13' 13" W a distance of 280.23 feet; thence N 11' 16' 03" W a distance of 114.04 feet; thence N 89' 08' 53" E a distance of 280.23 feet; thence S 88' 38' 12" E a distance of 202.90 feet; thence S 85' 04' 38" E a distance of 164.19 feet; thence S 85' 01' 03" E a distance of 131.72 feet; thence S 81' 10' 53" E a distance of 146.80 feet; thence S 83' 03' 14" E a distance of 131.72 feet; thence S 81' 10' 53" E a distance of 278.60 feet; thence S 01' 24' 05" W a distance of 1265.31 feet to the Point of Beginning, containing 57.45 acres more or less.

AND ALSO,

The entire Mill Creek Estates plat as recorded in subdivision plat file cabinet # A-445 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 us used for residential or commercial purposes, subject to the restrictions set forth herein. Only one single family dwelling shall be permitted on one parcel. Mobile homes shall not be permitted.
- 2. Any parcel used for commercial purposes either on a part time or full time basis shall contain a minimum of three and one half (3 ½) acres, and must have a minimum of three hundred fifty (350) feet of frontage on Highway #270. No business or commercial use shall be carried on or committed in any structure or on any portion of any parcel herein if it becomes a nuisance to other parcel owners in order to keep with the general purpose of providing the highest of residential purposes.
- 3. The first floor area of the primary dwelling unit constructed on any parcel shall be not less than 1,600 square feet. In all cases, the first 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

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. All structures shall be constructed with quality materials and workmanship. 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. All dwellings placed upon the premises shall be of new construction. Buyer shall have one year from the commencement of construction to complete any house or structure on the said property.

- 4. 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 #270 or Ray Creek Road) or nearer than twenty-five (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 #270 or Ray Creek Road) 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.
- 5. Storage buildings and/or garages (double or single) is to be attached to the house either by being part of it or by a breezeway. Exception: if it is a separate structure, it is to be built in a design to be an enclosed structure and designed to match or compliment the house.
- 6. No driveways, entrance-ways, or roadways to the parcels herein shall exist other than those composed of concrete, asphalt, rock, gravel, brick, or other hard surface material of not less than 12 feet in width.
- 7. Fencing on parcels is to be constructed of wood, brick, chain link, or rail. All fencing constructed shall be neat and professional type appearance.
- 8. 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.
- 9. The property owner is responsible after building the house to maintain the yard with care, keeping it mowed, grass and brush cleared. (To include stumps, when removed from ground, are to be removed from the property instead of laying to decay.)
- 10. No structure of a temporary character, camper trailer, 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.
- 11. 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.
- 12. 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.
- 13. 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. Junk or discarded motor vehicles shall not be permitted on said property.
- 14. 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 per acre may be kept.
- 15. 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.
- 16. No improvements or grade change shall be made on any parcel which would divert the natural drainage of water onto an adjoining parcel.
- 17. 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.
- 18. 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 for twenty years, 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.
- 19. All persons or corporations who have hereafter acquired a parcel or property from the aforesaid Mill Creek Estates shall be deemed to have agreed and covenanted with the owners of all like parcels and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of twenty years from the date of these covenants. Thereafter, these covenants shall automatically expire, unless prior to the end of the original term or any successive term, a majority of the then owners of parcels agree to the amendment or the removal of the covenants in whole or in part. In the event these covenants are extended with or without amendments, same shall be for successive periods of ten years. No changes, extensions, or amendments of the covenants shall be valid unless the same shall be signed by a majority of the owners of the parcels and same shall be for record in the office of the Recorder of Grant County, Arkansas.
- 20. 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.

NOW THEREFORE WITNESSETH: The hand of said Managers of BTW Investments, LLC for the Restrictive Covenants of Mill Creek Estates.

Dannie L. Brown, Manager BTW Investments, LLC

Shelby Taylor, Manager BTW Investments, LLC

David Wells, Manager BTW Investments, LLC

ACKNOWLEDGMENT

STATE OF ARKANSAS COUNTY OF GRANT

On this day personally appeared before me, Dannie L. Brown, Shelby Taylor, and David Wells, Managers of BTW Investments, 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 2nd day of Wecember 2008.

NOTARY PURILCE

My Commission Expires:_

BILLIE V. MAY
Grant County
My Commission Expires
March 6, 2018

l certify that this instrument was filed on 12/02/2008 01:54 PM and recorded in: Pages 701 - 704

CAROLEWING

Circuit Clerk - Grant County, AR

by KRP