

**DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR
BUFFALO RIVER ESTATES
(A SUBDIVISION IN NEWTON COUNTY, ARKANSAS)**

This Declaration is made this 19th day of October, 2007, by **BUFFALO RIVER ESTATES, LLC**, an Arkansas Limited Liability Company, hereinafter referred to as **DECLARANT** or **DEVELOPER**.

RECITALS

- A. **DECLARANT** is the owner in fee of the real property located in Newton County, Arkansas, the boundary of which real estate tract as follow, to-wit:
- B. **DECLARANT** intends to develop and market said lands under the control provisions hereinafter set out with the objective of providing protection and assurances to each unit owner that all tracts will be used and enjoyed with an emphasis on preserving the natural terrain, forests and wildlife while allowing owners to construct residential and recreational improvements and amenities to be enjoyed for generations to come.

NOW, THEREFORE, **DECLARANT** hereby declares that all of the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, liens, charges and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the improvement of the Property. All of the limitations, covenants, conditions, restrictions and easements shall constitute equitable servitudes in accordance with the laws of the State of Arkansas and shall be binding upon

DECLARANT and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the property.

PLAT MAP-IDENTIFICATION OF TRACT UNITS

The **DEVELOPER** has created and recorded in the official land records of Newton County, Arkansas a plat map for Buffalo River Estate which plat has been officially recorded at _____

The total 335.91 acre development consists of 25 separate tract units numbered from 1 thru 25. Each tract unit shall be a separate free-hold, fee-simple estate, as separately shown, numbered and designated on the plat. Each tract unit, after development and marketing, will be held and owned by persons or entities as investments or to be used in compliance with the Covenants and Conditions hereinafter set out.

NOTE: The Developer reserves the right to add additional adjoining lands as future phase(s) all subject to these same covenants and conditions.

COVENANTS USES AND RESTRICTIONS

Residential Use. All lots within the Development shall be governed by the provisions of the County and State building codes and regulations governing single-family residences on the date the subdivision plat was approved. No lot shall be re-subdivided into smaller lots except that three lots may be resubdivided into two lots provided the remaining two lots are larger than originally shown on the recorded plat.

Building Limitations. The building codes of Newton County and the State of Arkansas, as they exist or are hereinafter amended, shall be and are hereby made

applicable to all lots in the Development. All dwellings and other improvements shall comply with said codes, as they exist on the date of such construction. Any conflict between such codes and the provisions of these Covenants shall be resolved in favor of the more restrictive provisions. All dwellings shall have a main floor level containing at least 1,000 square feet of heated and cooled living space. All two-story dwellings shall have at least 800 square feet of heated and cooled living space on the main level with a minimum of 400 square feet of heated and cooled space on the second level. All dwellings shall be constructed of log, cedar/wood siding, hardi plank, brick, stone, cultured stone or stucco. No exterior pier and beam foundations to be used on dwellings. Soffit and facing material may be aluminum. All detached garages and/or barns are acceptable as long as they are esthetically pleasing and are of similar material and design as the main dwelling. Roofs shall be a minimum 6/12 pitch and may be made of architectural shingles and/or architectural stand seam metal.

Home Occupations. Each and all lots are restricted to use for residential or recreational purposes only. No commercial business of any kind shall be permitted except for a home office and nightly rental of main home and guest house; however, no activity that conflicts with the city and county codes and ordinances, nor any activity that generates traffic within the Development shall be permitted.

Guest House. Each lot is restricted to one free standing guest house of at least 600 SF and must be architecturally same as the main dwelling structure.

Setbacks. No building shall be erected on any lot nearer than 75 feet from the front lines (centerline of roads) and no closer than 25 feet from any side or rear lot boundary line.

Fences. Any fence constructed from the rear line of the main or guest house to the road must be constructed of wood, wood post rail, brick, native stone or steel pipe

as long as it is painted black. Front fences must be set back at least 10 feet from the graded edge of the road. The rear fences may be constructed of any conventional material.

Land Clearing and Tree Cutting. Large scale tree cutting is prohibited except for construction areas, to enhance a view, or to clear "scrub" growth. Dead and fallen trees shall be kept to a minimum. It is the **DEVELOPERS** vision that lots should be kept as natural and pristine as possible.

Lot Maintenance. It is the **DEVELOPERS** belief that all lot owners will benefit and reap value by keeping lots trimmed and free of junk and debris. Grass, weeds and brush shall not exceed 14 inches where visible from roads.

Moveable Equipment. Machinery, extra vehicles, boats, campers, trailers or similar items shall be stored out of sight or at least kept behind the rear line of the dwelling (extended right and left.)

Temporary Structures. No structure of a temporary character, including a motor home, travel trailer, camper, or tent, shall be built or used on any lot at any time except for construction purposes, and shall be removed at the end of one year or at the termination of such construction, whichever shall come first. A motor home or travel trailer or camper shall not have the wheels removed, shall not be built onto, shall not be occupied as a permanent residence, and shall not be unlicensed. Motor home, travel trailer, camper or tent may be used for vacation purposes; however for not more than 30 days at a time and must be removed for at least 90 days.

Antennas or Towers. Antennas or towers more than 40 feet in height shall not be permitted unless they are out of sight from roads.

Animals and Livestock. Livestock, including but not limited to swine, goats, sheep, cattle, horses and poultry, shall not be kept or raised for commercial purposes. If kept for recreational purposes, no more than 1 animal per 3 acres shall be kept on a lot. **DEVELOPER** anticipates that horses may be kept for horseback riding and a lot may be used as a "gathering" area without limitation but not for an extended period of time, as long as the noise, dust, smell, etc. does not become a nuisance to neighboring lots.

Nuisances. No noxious or offensive activity shall be permitted on any lot to the extent that the noise, dust, smell, etc. interferes with other lot owners. Upon receiving a complaint the activity must be abated.

Clotheslines and Laundry. Clothes lines and laundry must be kept out of sight from roads in the Subdivision.

Erosion/Landscaping. No lot owner shall disturb the soil or create any discharge of water to the extent that the run-off of water or soil damages or trespasses an adjoining lot. When notified of an encroachment or damage, the lot owner shall immediately take steps to control the run-off or erosion.

Use of Roadway. The use of roadway over and across Lots 20, 21, 22, 23, 24 and 25 as shown on plat is restricted to equestrian and/or foot traffic except for limited administrative use by identified entities such as National Park Service and Arkansas Game and Fish Commission or as otherwise identified by the **DEVELOPER**.

Easement. A 20' foot pedestrian equestrian easement is granted to Lot owners for park access along either side of adjoining Lots 5, 6, 7, 8, 13, 14, 15 and 16 for direct access to the Buffalo National River Park lands.

GENERAL PROVISIONS

Duration of Covenants. These Covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by the **DEVELOPER** and/or owners, their legal representatives, heirs, successors and assigns, and shall be effective for a period of twenty-five (25) years following the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instruments signed by a simple 50% majority of the then owners of the land have been recorded agreeing to change the extensions thereafter as provided by Arkansas law.

Amendment and Modification. Any of the terms of these covenants may be modified, deleted, changed or improved by a (60%) majority of the owners approving in writing. The ownership of each lot represents one vote (i.e. ownership of three lots by one owners entitles that owner to three votes).

Severability. Invalidation of any restriction set forth herein, or any part thereof, by any 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 they shall remain in full force and effect.

Violations. In the event of any violation or attempt to violate any of the covenants herein, it shall be lawful for any person, persons or entity owning lots in Buffalo River Estates, including the **DEVELOPER**, to prosecute any proceedings at law, or in equity against a person or persons violating or attempting to violate such covenants, and either prevent the violator(s) from so doing (injunctions) and /or to recover damages for such violations. Said violator(s) shall be liable for reasonable attorneys fees and court costs necessary to enforce these covenants.

Signed, sealed and delivered this 19th day of **October**, 2007.

Buffalo River Estates, LLC

BY: [Signature]
Roger A. Turner, Member Manager

BY: [Signature]
Van T. Younes, Member Manager

STATE OF ARKANSAS

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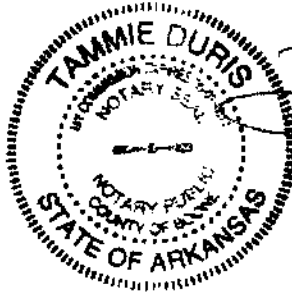
ACKNOWLEDGMENT

COUNTY OF BOONE

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BE IT REMEMBERED, that on this day appeared before me, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, **Roger A. Turner and Van T. Younes, Member Managers for Buffalo River Estate Subdivision**, to me well known as the persons who executed the foregoing *Warranty Deed* and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my Hand and Seal as such Notary Public on this 19th day of **October**, 2007.



[Signature]
NOTARY PUBLIC