

Protective Covenants
Gillham Cossatot Reserve
883 Acres located in Howard County, Arkansas

ARTICLE I

Division and Modification of Tract

The owner of any tract may combine it with a neighboring tract for the purpose of enlarging its size. However, no tract or tracts shall be further subdivided so that its size would be made smaller than ten (10) acres.

ARTICLE II

Residential/Recreational Use

No tract shall be used except for residential and/or recreational purposes. No building shall be erected, altered, placed, or be permitted to remain on any tract other than a single family dwelling, together with a private garage and/or barn, whether attached or detached.

Conventional Homes/Cabins: No mobile homes or trailer houses will be permitted on any tract (except as allowed in Article IV) and no metal buildings will be used as a dwelling on any tract, except aluminum or vinyl siding may be used on the exterior of a dwelling.

ARTICLE III

Completion of Construction

All construction of any structure shall be completed within two (2) years from the date construction is initiated.

ARTICLE IV

Temporary Structures

Structures of a temporary character or trailer and mobile homes, may be used as a temporary dwelling on any tract for a period of two (2) years from the time construction begins on a permanent dwelling. Otherwise, no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or other outbuilding shall be used as a permanent dwelling. Permanent Dwelling is defined as any dwelling structure located on the property for longer than two (2) years, excluding wheeled campers / motor homes that regularly travel to and from the property.

ARTICLE V

Setback Requirements

Other than fences authorized by Article VIII hereof and water wells, no structure of any type, including but not limited to pet pens, TV satellite dishes, deer blinds or other out-buildings shall be located nearer than one hundred (100) feet from any property line on the tract.

ARTICLE VI Tree Removal

The property described herein is composed principally of wooded tracts. It is the intention and desire of the Seller that the tracts remain wooded insofar as is practicable, while at the same time allowing for appropriate development of the tracts. Therefore, only under the terms and conditions hereinafter set forth can certain trees located on a particular tract be cut and removed.

- 1 All trees within the area of actual construction of a dwelling or structure approved under these regulations may be cut and removed. In addition, subject to Provision 2 below, all trees less than twelve (12) inches in diameter at the stump may be cut and removed.
- 2 No more than 50% of the total trees above twelve (12) inches on the stump on any tract can be removed for pasture or any other purpose.

ARTICLE VII Underground Utilities

Any electrical, telephone and other utility services shall be placed underground from the distribution system to the dwelling and other structures. No above ground utilities shall be permitted other than the closures, meters, transformers, or other termination points normally associated with each utility's buried facilities required to provide service to the tract when such utilities pass over any tract or interior road inside the original 883 acres.

ARTICLE VIII Fences

Fences may be constructed or placed on any tract or along the boundary of any tract provided that any fence constructed along the front line of the tract as that line is designated on the plat cannot be constructed of hog wire or chicken wire.

ARTICLE IX Permits

Each tract owner shall be responsible for any building or septic or sewer, utility, or water permits or similar licenses or permits which may be required to construct or use any dwelling.

ARTICLE X
Storage and Trade

1. No trade, commerce or other activity which may be considered a nuisance to the neighboring tracts and its residential/recreational character shall be conducted on any tract.
2. No trade materials or inventories may be stored upon any tract.
3. Commercial surface mining for gravel, rocks, soil, etc. is prohibited.

ARTICLE XI
Aesthetics and Animals

1. No noxious or offensive trade or activity shall be conducted on any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighboring tracts.
2. No nuisance or waste shall ever be erected or suffered to remain upon any tract. No swine, chickens, roosters or other livestock of any kind other than horses, cows, sheep and goats shall be raised or kept on any part of the tract.
3. No trash, manure, garbage, debris, or waste of any kind shall be dumped, or permitted to accumulate on any tract. All trash and garbage must be in containers which are reasonably animal proof so that the debris contained therein cannot be removed by either a domestic or wild animal.

ARTICLE XII
Term

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date of filing of this Protective Covenant; unless future tract owners form an association and agree otherwise.

ARTICLE XIII
Right to Enforce

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of a tract within the property described herein to prosecute any proceedings at law or in equity against

the person or entity violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing, and/or to recover damages, including attorneys fees and court costs, for such violation.

ARTICLE IX
Severability

Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect, and the failure of any person or entity to take action to restrain the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE XX
Subject Property

Refer to legal description in attached "Addendum A".