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FILED IN RECORDS
A. L. S. O. T. 12-1-1997

APR 12 1997

RESTRICTIVE COVENANTS

SUE HEDGECOCK
Geek and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TFJ Nominee Trust, herein called owner, has caused certain lands owned by it to be platted into an addition known as T.F. James Addition to the City of Gentry, Benton County, Arkansas, and the plat thereof appears of record in the office of the recorder of Benton County, Arkansas, in Plat Book 16 at page 22; and,

WHEREAS, the owner desires to provide for the protection of the drainage system, facilities and structures designed, engineered and constructed in such addition by the owner.

NOW THEREFORE, the owner hereby adopts the covenants stated herein and agrees that the stated covenants shall apply to all of the property now platted as T.F. James Addition to the City of Gentry, Benton County, Arkansas as covenants running with the land:

1. These covenants shall apply in the entirety to the area now known and described as T.F. James Addition to the City of Gentry, Benton County, Arkansas as shown on the recorded plat thereof.

2. The drainage structures and facilities in the addition have been designed and constructed under the supervision of a registered engineer to provide for the proper drainage of all surface water as provided by the ordinances of the City of Gentry, Arkansas.

3. Each Lot owner shall be responsible for maintaining those drainage structures and facilities located on his property in such a manner as to provide a reasonable degree of effectiveness and operability.

4. No property owner may alter any drainage facilities or structures as constructed by the developer. The City may alter such facilities or structures as it may deem necessary when following the design of a supervising registered engineer pursuant to his direction as long as such alteration does not detrimentally impact on the use and value of the adjacent real estate in the addition.

5. If the owner fails to provide a reasonable degree of maintenance and the facilities become inoperative or ineffective, the City may perform remedial work and assess the owner the cost of repair and maintenance.

6. All persons or corporations who now own or shall hereafter acquire any of the lots in this addition shall be deemed to have agreed and covenanted with the owners of all other lots in this addition and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and

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stipulations contained herein for a period of 25 years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of Five (5) years unless prior to the end of the original term or any successive term of the application hereof a majority of the then owners of lots in the addition agree to the amendment or removal of these covenants in hold or in part. These covenants may be amended at any time by the owners of 80% of the lots in the addition. No changes in the covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of owners. No amendment or removal of these covenants shall be valid unless the City of Gentry, Arkansas is a consenting party to such change. If the City of Gentry elects to assume responsibility for maintenance of the drainage system, its facilities and structures, it may due so upon giving 60 days written notice to each of the property owners affected. If there be no objection by any of the property owners so affected within 30 days of such notice, the covenants herein set forth shall be canceled and be held for naught. No further obligation shall remain upon the property owners herein.

7. The covenants, agreements and restriction 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 to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, and with the owner, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, person, or corporations 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 the owner, or the City of Gentry, Arkansas shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observants 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.

IN WITNESS WHEREOF, the name and seal of the owner is hereunto affixed by its Trustee this 1 day of APRIL, 1992.

Judith J. Scherer Trustee
JUDITH J. SCHERER, TRUSTEE
TFJ NOMINEE TRUST

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ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF PULASKI)

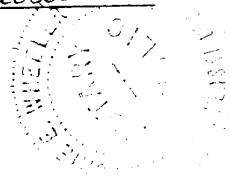
BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, JUDITH J. SCHERER, TRUSTEE, to me will known as the OWNER in the foregoing RESTRICTIVE COVENANTS, and stated that SHE had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 1 day of April, 1992.

Margaret E. Wheeler
Notary Public

My Commission Expires:

1-1-93



Klein Paulick PO Box 187 B'ville AR 72712