



DocId:8040128

Tx:4034705

STATE OF ARKANSAS )

CERTIFICATE OF RECORD  
2022R-03402

COUNTY OF CLARK )

Filed: 10/17/2022 12:11 PM

Clark County, Arkansas

**DECLARATION OF RESTRICTIVE COVENANTS  
FOR**

ANNAS, DANIEL, Circuit Clerk  
SANDRA

**CADDO PADDOCK SUBDIVISION AND PROPERTY DEVELOPMENT**

REC FEE: 30.00

This declaration of restricted covenants, conditions and restrictions, made and entered into this 17th day of October, 2022 by Cardinal Land Holdings, LLC, (hereinafter referred to as "Developer"):

WITNESSETH:

WHEREAS, Developer is the owner of all of that tract of real property located in Clark County, Arkansas, and being more particularly shown and described on that certain map or plat entitled "Caddo Paddock Subdivision" dated October 7, 2022 and prepared by Ouachita-Saline Surveying, Inc. recorded at Book 2022P, Page 00006 in the official property records in the office of the Circuit Clerk of Clark County, Arkansas; and

WHEREAS, Developer proposes to sell and convey certain lots shown on the aforesaid map or plat for single family residential purposes under a general plan for development, and desires to establish certain restrictions pursuant to this plan for the development with respect to the premises; and

WHEREAS, such covenants are necessary as a design to maintain the character of the lots, subdivision and development; and

WHEREAS, the restrictive covenants described herein constitute restrictions on the use or development of the lots in the Caddo Paddock Subdivision and Property Development and shall be construed as covenants as described in Arkansas Code Annotated § 18-12-103; and

WHEREAS, this instrument is being executed by all of the owners of the said real property as recorded in the office of the Recorder in the official record books of the Circuit Clerk of Clark County, Arkansas; and

WHEREAS, these restricted covenants shall be provided to any and all future purchasers of any of the lots described in the aforementioned map or plat and shall be referenced in any deed conveying an ownership interest in any such lot.

NOW, THEREFORE, Developer, as owner of the premises, for (himself), and his heirs, executors, administrators, successors and assigns, declares that the premises described herein and held hereafter shall be conveyed, subject to the following covenants, rights, reservations, limitations and restrictions.

ARTICLE 1. Setbacks: All structures are to be 20 linear feet from the boundary lines.

ARTICLE 2. Square Footage: All dwellings shall be at least 1,500 SF heated and cooled space. Only 1 single family residence per lot. Only 1 detached structure (non-living area) not to exceed 500 SF. No Multifamily structures or lean-to shall be allowed.

ARTICLE 3. Prohibited activities and items: shooting/target practice, above ground pools, metal buildings, solid privacy fences, campers/RVs, mobile or modular homes, poultry houses, or hog houses, or livestock; other than horses, dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No more than two horses per lot. No commercial businesses shall be operated from the development. No commercial billboards or advertising boards shall be allowed within the development. No noxious or offensive trade or activity shall be carried on upon any tract within the development; nor shall any trash, or other refuse be thrown, placed, or dumped in any areas. All homes, temporary campsites, fences, driveways, and pets/livestock shall be well kept, secured, and maintained.

ARTICLE 4. Permitted Activities. Residential short-term rental is permitted; AirBNB and VRBO welcome.

ARTICLE 5. No Subdivision of Lots: Lots shall not be subdivided.

ARTICLE 6. Amendment: These covenants and restrictions shall run with the land and can only be amended, cancelled, or supplemented by an instrument executed by at least 70% of all future owners.

ARTICLE 7. Right to Enforce: The restrictions herein set forth shall run with the land and bind the undersigned, and their successors and assigns, and all parties claiming through, by or under them shall be taken to have agreed and covenanted with the owners of the property hereby restricted and with their successors and assigns to conform and to observe the restrictions set for herein.

ARTICLE 8. Easement Property - Access to Caddo River: Caddo Paddock enjoys common property easement amenities to include: access to the Caddo River along the northern boundary of lots 1-8. Owners of lots 1-8 acknowledge the easement provides benefit and enjoyment by way of walking/ATV access for ingress/egress only to the Caddo River, not for joy riding. With regard to the easement, lot owners or their guests who degrade or damage the easement area will be liable for restoration. A property owner's association will be formed for lot owners 1-16. The purpose of the POA will be to provide oversight of restrictions, as well as maintenance and improvements of the common property easement. (Lots 1-8 will pay \$100 annually for easement maintenance and Lots 9-16 will pay \$50), these amounts are subject to change once voted on by the POA with dues being made payable by January 31<sup>st</sup> each year).

ARTICLE 9. Flora - Trees and Plants: While Caddo Paddock does not require a minimal basal area of trees nor specify ground cover, each lot owner should make every effort to preserve the natural character, feel, and beauty that has been established and maintained.

ARTICLE 10. Exclusion: Lots 1 and 16 are not subject to the Deed Restrictions for the development, however, the Developer reserves the right to restrict both lots at Developer's sole discretion.

IN WITNESS WHEREOF, Developer has duly executed this instrument on the day and year first above written.

OWNER: Cardinal Land Holdings, LLC

By: *Derek Franklin*

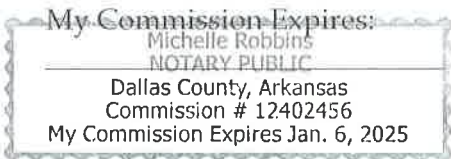
Title: *Manager*

**ACKNOWLEDGMENT**

STATE OF ARKANSAS            )  
COUNTY OF CLARK            )

Before me, the undersigned duly commissioned, qualified and acting Notary Public within and for the County and State aforesaid, personally appeared *Derek Franklin*, to me well known, and stated that he signed and acknowledged the foregoing instrument as his voluntary act and deed.

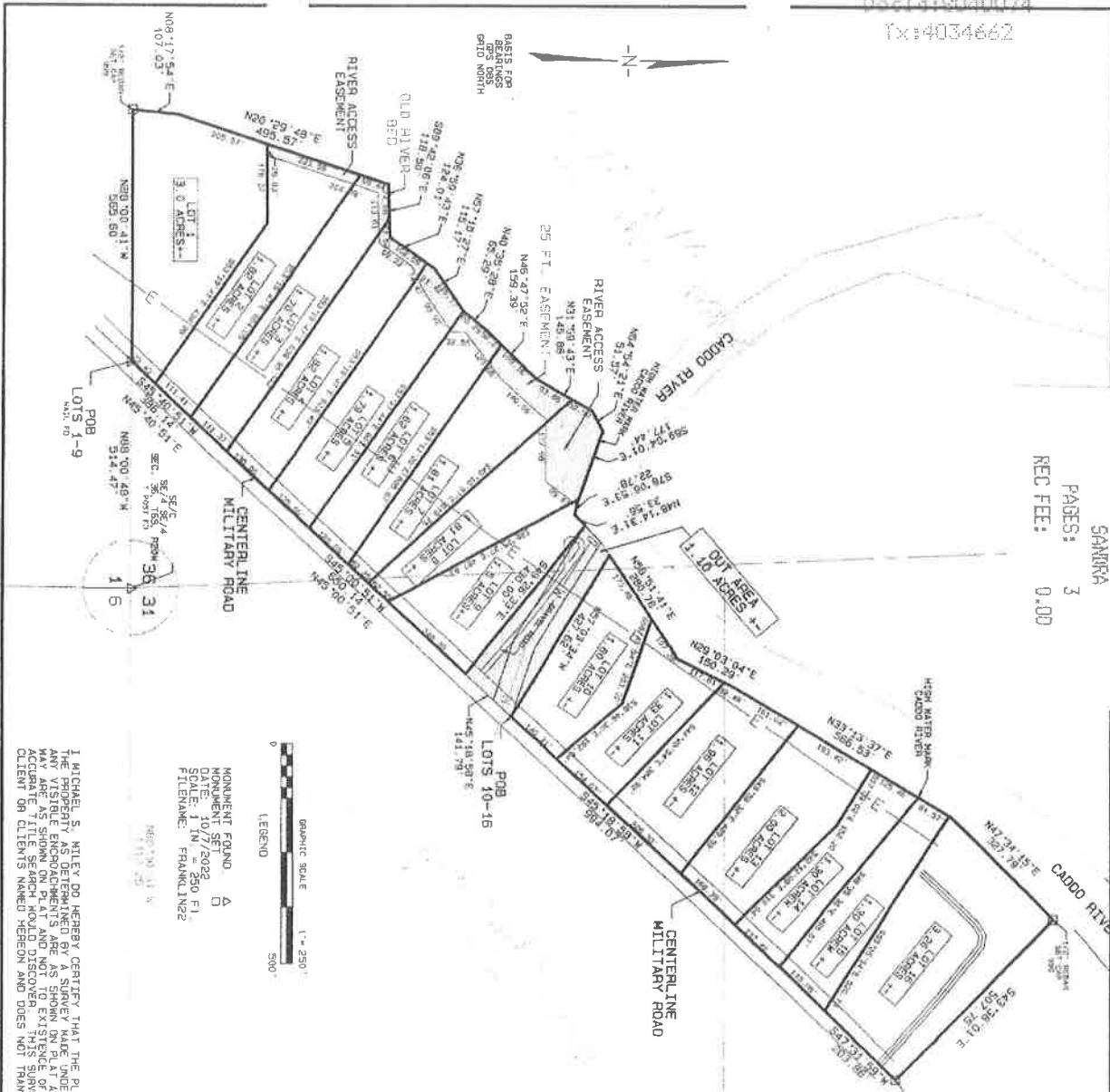
WITNESS my hand and seal this *17<sup>th</sup>* day of *October*, 20 *22*.



*M. Michelle Robbins*  
Notary Public

Filed: 10/13/2022 02:08 PM  
Clark County, Arkansas  
ERIAN S. DANIEL, Circuit Clerk

PAGES: 3  
REC FEE: 0.00



1 MICHAEL S. NILEY DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON ACCURATELY REPRESENTS THE PROPERTY AS DETERMINED BY A SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT THE MONUMENTS SHOWN ON THIS PLAT ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ACTS OF 1904 AND 1907 AND NO OTHER EXISTING EASEMENTS OR RIGHTS OR INTERESTS IN THE PROPERTY HAVE BEEN DISCOVERED BY THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE CLIENT OR CLIENTS NAMED HEREON AND DOES NOT TRANSFER TO OTHER PARTIES.

MONUMENT FOUND  
DATE: 10/7/2022  
SCALE: 1 IN = 250 FT  
FILENAME: FRANKLIN22



DESCRIPTION OF LOTS 1-9, 10-16, AND THE W/2 SW/4 OF SECTION 31, T6S, R19E, ALL IN CLARK COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SE/4 SE/4 OF SECTION 30, OF RANGE NORTH 02° 00' 00" WEST, A DISTANCE OF 343.47 FEET TO THE CENTERLINE OF MILITARY ROAD, A DISTANCE OF 388.14 FEET TO THE CENTERLINE OF MILITARY ROAD, A DISTANCE OF 850.14 FEET, THEREUPON BEING THE POINT OF BEGINNING, THENCE NORTH 52° 03' 30" WEST, A DISTANCE OF 141.79 FEET TO THE POINT OF BEGINNING, THENCE NORTH 52° 03' 30" WEST, A DISTANCE OF 427.62 FEET TO THE HIGH WATER MARK OF SAID CADDO RIVER, THENCE THE FOLLOWING COURSES ALONG THE HIGH WATER MARK OF SAID CADDO RIVER: THENCE NORTH 89° 51' 41" EAST, A DISTANCE OF 280.76 FEET; THENCE NORTH 89° 51' 41" EAST, A DISTANCE OF 100.29 FEET; THENCE NORTH 23° 31' 37" EAST, A DISTANCE OF 306.53 FEET; THENCE NORTH 23° 31' 37" EAST, A DISTANCE OF 306.53 FEET; THENCE NORTH 43° 29' 01" EAST, A DISTANCE OF 507.75 FEET TO THE CENTERLINE OF MILITARY ROAD, THENCE SOUTH 47° 31' 59" WEST, A DISTANCE OF 203.05 FEET; THENCE SOUTH 47° 31' 59" WEST, A DISTANCE OF 994.07 FEET TO THE POINT OF BEGINNING CONTAINING 12.4 ACRES, MORE OR LESS.

DESCRIPTION OF LOTS 1-9, 10-16, AND THE W/2 SW/4 OF SECTION 31, T6S, R19E, ALL IN CLARK COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SE/4 SE/4 OF SECTION 30, OF RANGE NORTH 02° 00' 00" WEST, A DISTANCE OF 343.47 FEET TO THE CENTERLINE OF MILITARY ROAD, A DISTANCE OF 388.14 FEET TO THE CENTERLINE OF MILITARY ROAD, A DISTANCE OF 850.14 FEET, THEREUPON BEING THE POINT OF BEGINNING, THENCE NORTH 52° 03' 30" WEST, A DISTANCE OF 141.79 FEET TO THE POINT OF BEGINNING, THENCE NORTH 52° 03' 30" WEST, A DISTANCE OF 427.62 FEET TO THE HIGH WATER MARK OF SAID CADDO RIVER, THENCE THE FOLLOWING COURSES ALONG THE HIGH WATER MARK OF SAID CADDO RIVER: THENCE NORTH 89° 51' 41" EAST, A DISTANCE OF 280.76 FEET; THENCE NORTH 89° 51' 41" EAST, A DISTANCE OF 100.29 FEET; THENCE NORTH 23° 31' 37" EAST, A DISTANCE OF 306.53 FEET; THENCE NORTH 23° 31' 37" EAST, A DISTANCE OF 306.53 FEET; THENCE NORTH 43° 29' 01" EAST, A DISTANCE OF 507.75 FEET TO THE CENTERLINE OF MILITARY ROAD, THENCE SOUTH 47° 31' 59" WEST, A DISTANCE OF 203.05 FEET; THENCE SOUTH 47° 31' 59" WEST, A DISTANCE OF 994.07 FEET TO THE POINT OF BEGINNING CONTAINING 12.4 ACRES, MORE OR LESS.



DATE: 10/7/2022 SCALE: 1" = 250 FT  
CADDO PARADE SUBDIVISION  
PT OF SEC. 36, T6S, R19E, S  
SEC. 31, T6S, R19E  
CLARK COUNTY, ARKANSAS

QUANCHITA-SALINE SURVEYING INC.  
300 SHELBY HIGHWAY  
DALLAS, TEXAS 75223  
PH: 972-246 2054 OR 501-823-6548