

## PROTECTIVE COVENANTS

1. Application. These Protective Covenants shall apply to all of the Existing Properties. These covenants shall also apply to additions to Existing Properties unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the amendment to the Bill of Assurance by which the Developer subjects such additions to this Bill of Assurance.

2. Architectural Control Committee. When the Architectural Control Committee, hereinafter referred to as A. C. C., is alluded to in these Protective Covenants it shall mean either the Board of Directors of the Developer or the Architectural Control Committee mentioned in ARTICLE VIII of the Bill of Assurance. The provisions of ARTICLE VIII of the Bill of Assurance shall prevail in all respects as to these Protective Covenants in the event of conflict between these Protective Covenants and ARTICLE VIII of the Bill of Assurance.

3. Amendment, Rescission or Additions. The Board of Directors of the Developer, its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time; but unless the Lots or Living Units are specifically exempted from the Protective Covenants by the Bill of Assurance or any amendment thereto at the time the Lots or Living Units are subjected to the plan of the Bill of Assurance, such amendment,

rescission or addition shall not make the building construction standards as to those lots zoned as residential less restrictive than as provided in the Federal Housing Administration's then current edition of "Minimum Property Standards for One and Two Living Units."

4. Zoning. All Lots reflected upon any recorded plat of The Properties are zoned as residential Lots and shall not be otherwise used. The notes upon the recorded Addition plat shall control regarding the type of residential structures which shall be permitted upon the Lots or any parcel of land.

5. Resubdivision. No Lot as shown on said plat shall be resubdivided into building plots; but upon written approval of the A.C.C., a portion of a Lot may be used in connection with an adjoining Lot and the total considered as a single building plot; however, no portion of a Lot may be used as a building plot unless used in connection with an adjoining Lot. Location of the setback limitations and utility easements of a Lot so expanded shall be adjusted by the A.C.C. in accordance with the increase in the size of the Lot.

6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, or other building shall be constructed or placed on any Lot without approval by the A.C.C., nor shall any such structure be used on any Lot at any time as a residence either temporarily or permanently.

7. Setback and Side Yard Limitations. Unless otherwise shown on the plat, setback and side yard limitations shall apply as follows:

(a) No building shall be placed closer to the Roads and Streets than the setback line shown on a recorded addition plat, except where such requirement creates an undue hardship upon the Owner, such setback may be modified as necessary to prevent the hardship by the A.C.C.

(b) Side Yard. Single family attached structures shall not be required to have a side yard; and a common or party wall may be constructed upon the dividing lines between Lots so that the wall may be partially upon one Lot and partially upon the other, or said common wall may be entirely upon one of the two Lots involved. There shall be no side yard requirements where multifamily structures are involved; and subject to approval by the A.C.C., multifamily structures may be constructed up to or upon the dividing line between Lots.

8. Construction of Buildings. Prior to beginning construction of a building or any other structure upon any Lot herein, the Owner of that Lot shall furnish to the A.C.C. proof that a suitable completion bond has been made by the contractor or builder to insure completion of the structure and to indemnify the Owner against the materialman's and mechanic's liens.

If the Owner is his own builder he shall furnish to the A.C.C. satisfactory credit information and proof of financial ability to complete the structure within the time requirements

hereinafter set forth.

In any case, the Owner shall furnish the A.C.C. with satisfactory proof that builder's risk insurance, including workman's compensation insurance, if applicable, will be in effect for the construction period.

9. Completion of Buildings. Single family attached structures and multifamily structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. Completion of all other structures shall be according to the time limitation applied by the A.C.C.

10. Electric Wiring and Plumbing. Electric wiring installed in any structure shall be in accordance with the standards required by the Federal Housing Administration or with the standards required by the local power company, whichever are more restrictive. Plumbing shall be in complete accordance with the requirements set up by the Arkansas State Health Department or the Federal Housing Administration, whichever is more restrictive.

11. Inspections. All structures will be submitted to a minimum of four (4) inspections by the A.C.C. and/ or its representative. In the event the completion dates and requirements above provided are not met, the A.C.C. shall have the right but not the obligation, to hire a contractor to

30

promptly complete the work in accordance with such requirements and to bill the Owner for the amount expended plus 10% of such amount for administration. In the event that the Owner does not pay said charges, the A.C.C. shall have the right to file a lien against the property and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs to be returned to the Owner.

12. Area Limitations. The notes upon the recorded addition plat shall control as to minimum square footage of each residential structure to be erected on the properties covered by the plat.

13. Height Limitation. The height of any building constructed on The Properties shall be governed by the A.C.C.; that committee shall take into consideration the type of structure to be erected.

14. Sewage Disposal. No building shall be maintained or erected unless the Owners thereof shall install sewage disposal facilities located and constructed in accordance with requirements, standards, and recommendations of the Arkansas State Health Department and approved by the A.C.C.

15. Water Supply. No privately owned water system shall be permitted upon any Lot or Parcel of Land of the Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State

Health Department and approved by the A.C.C.

16. Outbuildings. Outbuildings or accessory buildings permitted on Lots or Parcels of Land shall be entirely within the discretion of the A.C.C.

17. Protective Screening. There shall be compliance with all protective screening areas as reflected upon any recorded subdivision plat of The Properties. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections," shrub plantings, fences or walls shall be maintained throughout the entire length of such areas by the Owner or Owners at their own expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall or utility or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utility and drainage facilities.

18. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same

sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. Signs. No sign of any kind shall be displayed to the public view on any Lot or upon any building or other structure thereon except: (a) Signs erected by the Developer in connection with its sales program;

(b) Signs erected by the Association for identification of streets, traffic control and directional purposes;

(c) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 5 square feet; and

(d) Other signs approved in writing by the A.C.C.

20. Model Houses. No provision of these Protective Covenants shall preclude the Developer in furtherance of its sales program from erecting and maintaining Model Houses upon any Lot within The Properties.

21. Businesses Prohibited in Residential Areas. Except for the business of the Developer in furtherance of its sales program the practice of any profession or the carrying on of any commercial business of any kind is prohibited in any area zoned residential.

22. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in the Bill of Assurance and will be reserved in any amendment thereto and will also be reserved as indicated upon any recorded subdivision plat of The Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association, a public authority or utility company is responsible.

23. Nuisances. No noxious or offensive activity shall be carried on upon any Lot within The Properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may be or become offensive by reason of color, design or emission of odor, liquid, gas, smoke, vibration or noise or for any other reason.

The Common Properties shall be used by all Lot Owners in such a way that no nuisance or hazard is created as to other Owners.

24. Livestock and Poultry. The breeding or raising of bees, insects, reptiles, poultry or animals of any kind shall not be



62  
permitted upon any Lot. Household pets such as dogs or cats may be permitted, provided that they will not, in the opinion of the A.C.C. constitute an annoyance to the neighborhood.

25. Oil and Mining Operations. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon The Properties.

26. General Appearance. The general appearance shall be maintained as follows:

(a) No clothes line or rack for garbage pails or free standing garbage pails shall be erected, placed or maintained on any Lot or Living Unit without prior approval in writing from the A.C.C. nor in any case unless screened from the view of the general public and of the adjoining lots and such screen is approved as to design and appearance by the A.C.C. Trash, garbage or other waste material shall not be kept except in covered sanitary containers, and disposition of same shall be prompt. There shall be no burning of trash, garbage or other waste material upon any Lot.

(b) The use of any garage without doors, carport, driveway or parking area, which may be in front of, adjacent to or part of any Lot of Living Unit covered by these Covenants as a habitual parking space for commercial vehicles and boats and trailers is prohibited. All garage doors shall be closed except

as required to be opened for the purposes of ingress and egress or other reasons determined by the A.C.C.

27. These Protective Covenants shall be enforced as provided in the Bill of Assurance of which the Protective Covenants are a part.

FORM No. 220  
CLASS 6

CERTIFICATE OF RECORD

STATE OF ARKANSAS,

County of Sharp

..... } SS.

I, ORIS KING, Clerk of the Circuit Court and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 26 day of July, A. D. 1971, at 1 o'clock P.M., and the same is now duly recorded, with the acknowledgment and certificate thereon, in Record Book, Vol. 92 Page 497

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 26th day of July, A. D. 1971.

ORIS KING, Clerk.  
Blair D. ... Deputy Clerk.