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PLAT 22L-172

FILED FOR RECORD
At 3 O'Clock P M

PROTECTIVE COVENANTS AND RESTRICTIONS FOR

FEB 12 1997

HANOVER SUBDIVISION, PHASE III

BENTONVILLE, ARKANSAS

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

Hanover, Inc., is the sole owner and developer of Hanover Subdivision Phase III, more particularly described as follows:

A part of the Southwest Quarter (SW¹/₄) of the Northeast Quarter (NE¹/₄) of Section Twenty Four (24), Township Twenty (20) North, Range Thirty One (31) West, being more particularly described as follows, To-Wit: Beginning at the Southwest corner of said 40 acre tract, and running thence S89°27'20"E along the South line of said 40 acre tract, and the North line of a part of Hanover Subdivision, 1213.07 feet, thence N01°22'37"W 247.40 feet, thence N88°39'49" E along the North right-of-way of Ridgefield Drive, 111.12 feet, to the East line of said 40 acre tract, thence N00°33'09"E along the East line of said 40 acre tract, and the West line of a part of Stonehenge Subdivision 1068.46 feet, to the Northeast corner of said Southwest Quarter (SW¹/₄), Northeast Quarter (NE¹/₄), thence N89°25'32"W along the North line of said 40 acre tract 1320.00 feet to the Northwest corner of said 40 acre tract 1320.06 feet to the point of beginning. Containing 39.32 acres, more or less.

Subject to access by platted Street right-of-ways as recorded on the East side of herein described tract.

Hanover, Inc., does hereby establish and create the following Protective Covenants, which shall apply to said lots as shown on the recorded Plat of the said subdivision found in Plat Book 22L Page 172.

1. SINGLE-FAMILY RESIDENTIAL LAND USE AND BUILDING TYPE. All lots within Hanover Subdivision, Phase III shall be governed by the provisions of the Bentonville City Code governing single-family residences as governed by the R1 zone in effect on the date these covenants were executed.

2. BUILDING LIMITATIONS. The subdivision and building codes of the City of Bentonville, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in Hanover Subdivision, Phase III. All dwellings and other improvements shall comply with said ordinances as they exist on the date of such construction. Any conflict between such ordinances shall be in favor of the more restrictive provisions. Building, architectural, and design specifications shall be in accordance with those regulations set forth in the Bentonville Zoning Ordinance designated in R1 (Residential 1). No dwelling structure shall be constructed upon any lot within Hanover Subdivision of the size less than two thousand five hundred (2,500) square feet of heated living space (not less than 1,800 square feet on ground level) without approval of the Architectural Control Committee (as hereinafter set forth). Further, each dwelling shall have a private garage for not less than two (2) cars with dimensions of not less than twenty-two (22) feet by twenty-two (22) feet, and shall have a

2425

concrete driveway. All homes or outbuildings constructed on any lot must use approved roofing material. In addition, compliance with the above referenced ordinance shall be judged and determined by and require a prior approval of the Architectural Control Committee (as hereinafter set forth), which shall view all plans and specifications for all structures prior to construction and be given the power to amend or alter any such designs or specifications prior to approval for construction in Hanover Subdivision Phase III. The specifications and requirements of the above mentioned R1 zoning designation are designed as a minimum requirement for architectural and design specifications and may be supplemented from time to time, where not inconsistent, by the Architectural Control Committee, and such requirements shall be binding for prior approval of construction as required by these covenants. All builders and owners should contact the Architectural Control Committee prior to commencement of construction to be apprised of current requirements. Revisions to approved architectural plans are discouraged, however, any revision to a previously approved plan should be for upgrade purposes, only. All revisions must be submitted to the Architectural Control Committee as set forth hereinafter.

3. BUILDING MATERIALS. The exterior walls of each building constructed or placed on a lot shall be at least fifty percent (50%) brick, drivit, stone or stone veneer or masonry, and the exterior portion of any fireplace chimney shall be one hundred percent (100%) brick, stone or masonry. No concrete blocks shall be visible.

All exterior colors must be compatible and pre-approved by the Architectural Control Committee.

All design must be compatible and pre-approved by the Architectural Control Committee.

4. ROOFS. All roofing material shall be approved in writing by the Architectural Control Committee prior to the installation of such materials. Such materials shall be shake, tile medium grade architectural shingle or better and shall be otherwise in compliance in all respects with applicable City of Bentonville Ordinances. The roof pitch of any structure shall be six feet by twelve feet (6' x 12') minimum.

5. ARCHITECTURAL CONTROL COMMITTEE. To insure that all dwellings and accessory buildings constructed or erected in Hanover Subdivision, Phase III shall have good quality materials and workmanship and are compatible with other dwellings and accessory buildings constructed or to be constructed in Hanover Subdivision, Phase III, there is established an ARCHITECTURAL CONTROL COMMITTEE. The initial ARCHITECTURAL CONTROL COMMITTEE for Hanover Subdivision, Phase III shall consist of two (2) members, and the initial membership of the same shall be the President and Secretary of Hanover, Inc., and each shall serve in said capacity until October 30, 2002.

Commencing November 1, 2002, each member shall serve a four-year term. Any lot owner may nominate another lot owner or an official of Hanover, Inc. or its successor or assigns, to serve on the ARCHITECTURAL CONTROL COMMITTEE at least thirty (30) days prior to the date for an election of such member. Votes shall be cast (one lot, one vote) on or before

November 1st of the year in which the election is taking place. Election shall result for the candidate receiving the majority of the votes cast.

Two members shall be required for any meeting of the ARCHITECTURAL CONTROL COMMITTEE. A member other than an official of Hanover, Inc., may be replaced or removed by a vote of two-thirds majority of the lot owners at any time.

No buildings shall be erected, placed or altered on any lot in Hanover Subdivision, Phase III, until the Building Contractor, the construction plans and specifications, and a plot plan showing the location of the structure are approved, and a signed statement is obtained from the Building Contractor, the Plumber and the Electrician that show that all utilities are in place for the house to be constructed, and that there will be no necessity for the cutting of any streets or curbing in Hanover Subdivision. The cutting of streets is strictly prohibited.

The name of the Building Contractor, plans and specifications, including a plot plan reflecting the location of all improvements, shall be submitted to the ARCHITECTURAL CONTROL COMMITTEE, which shall, within thirty (30) days after such submission, act on the request and either approve, or disapprove, the planned construction in writing.

If either properly submitted plans and/or the Building Contractor are not approved or disapproved within the time period above specified and if no suit to enjoin the proposed construction is commenced, the written approval of the ARCHITECTURAL CONTROL COMMITTEE shall no longer be required and the planned construction shall be deemed to be in compliance herewith.

6. APPROVED BUILDERS. It is specifically understood that only approved Building Contractors shall be authorized to construct improvements within the subdivision. Neither an Owner nor anyone not an approved contractor may construct improvements within the subdivision. An Owner cannot select a contractor other than an approved contractor. The Architectural Control Committee shall establish such criteria as they deem appropriate and said criteria may be revised from time to time. Such criteria shall include: Workman's Compensation Insurance; \$500,000 general liability insurance policy; furnish certificates of such to the Architectural Control Committee; may be required to furnish either bond or letter of credit; and storm silt screening of construction site.

A Building Contractor is defined as a general contractor, building contractor, construction consultant, architect, design builder or the owner, if he acts as his own contractor.

7. HOME OCCUPATIONS. Home occupations as defined by the Bentonville City Codes shall be prohibited.

8. YARD SPACE RESTRICTIONS AND BUILDING LOCATION. No building shall be located on any lot nearer than thirty (30) feet to the front of the lot line, nor nearer than thirty (30) feet to the side street line. No building or permitted accessory building shall be located nearer than ten (10) feet to any interior side lot line. This provision (interior side lot

setback) shall not apply to any dwelling constructed on two (2) adjacent lots as to the side lot line dividing the two (2) lots. No dwelling shall be located on any lot nearer than twenty five (25) feet to the rear lot line. All permitted accessory buildings shall be located in the rear yard of each lot, and no such permitted accessory building shall be located on any lot nearer than ten (10) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, this shall not be construed to permit any portion of the building on a lot to encroach upon another lot or easement. No lot shall be subdivided into smaller lots or parcels than shown on the recorded Plat for the purpose of creating additional building sites or lots, except that a lot may be divided to combine portions of it with the adjacent lots on both sides to enlarge the building sites on said respective adjacent lots. Should any building setback lines shown upon the plat of Hanover Subdivision Phase III vary from the setback requirements required herein, the building setback lines shown upon said Plat as filed shall control and take precedence over those stated herein.

9. FENCES. Fencing of front yards is prohibited, except that decorative wood or masonry fencing of a maximum height of three (3) feet may be constructed upon approval by the Architectural Control Committee. Rear yard fences must be of a decorative wood design. Dog pens properly screened by walls, fences or plantings may be constructed and maintained in the rear yard portion of any lot. Wire fencing is specifically prohibited.

10. OFF-STREET PARKING. All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot. Parking on the streets as shown in the Plat of the subdivision shall be strictly prohibited. Recreational vehicles and equipment, including but not limited to boats, motor homes, travel trailers, campers and the like shall not be parked or stored on any lot except as follows. Recreational vehicles and equipment may be parked in the back yard so long as same is screened by proper fencing or other shrubs so as to totally screen the sight of said equipment from neighbors.

11. SIGNS. No signs, either permanent or temporary, of any kind, including political yard signs, shall be placed or erected on any property, except that a single sign not more than five (5) square feet in size may be permitted upon property to advertise the same for sale or for rent. Provided further, however, the developer, Hanover, Inc., hereby reserves the right to have a construction site sign and signs to designate the name of the addition, and to advertise same, and restrictions on size and location shall not apply to said sign or signs.

12. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This restriction does not prohibit the storing of recreational vehicles on the lots.

13. GAZEBOS, GREENHOUSES AND STORAGE SHEDS. Gazebos, pool pavilions, trellis, greenhouses, children's playhouses, tree houses, storage sheds or other similar structures may not be erected without prior written approval of the Architectural Control

Committee. The Architectural Control Committee shall have the right to deny the building or placing of any of the foregoing improvements on a lot.

14. SATELLITE DISHES. Satellite television receiver dishes must be screened from view and may be located only in the rear yard building area.

15. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations, or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained, or permitted upon any building site.

16. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised or kept on any residential building site, except that dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for any commercial purposes.

17. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No trees, incinerator structures, buildings, pavement, or similar improvements shall be grown, built, or maintained within the area of the utility easements. Owners are hereby put on notice that any structures or building material in the easements are subject to removal.

18. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood. Grass, weeds, and tree sprouts shall be kept neatly cut and shall not be allowed to exceed six (6) inches from the ground surface. Fences or outside structures or outdoor decorations shall be maintained so as not to become unsightly or an annoyance or a nuisance to the neighborhood. Upon owner's failure to comply with this subsection, the developer or other property owners may remove dead trees or remove dead limbs, cut grass or weeds or perform maintenance upon fences, outside structures, or outdoor decorations, or remove building materials and debris, or maintain street lights, and shall be entitled to reasonable fee from the owner of the lot for said service and be entitled to file a lien for said expenses, the procedure to be followed as set forth in paragraph number 24 herein. No building material of any kind or character shall be placed or stored upon any lot in the subdivision until the owner is ready to commence construction of the improvements requiring such materials. Construction sites shall always be neat and orderly. Building materials shall not be placed or stored in the street or between the curb and property lines. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed from the subdivision.

19. INOPERATIVE VEHICLES. No automobile, truck, bus, tractor, or other vehicle, other than a lawn or grass mowing apparatus, shall be left inoperative on any platted lot for a period of more than fourteen (14) days.

20. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub which obstructs sight lines at intersections in the subdivision shall be permitted.

21. UTILITIES. All utilities in this subdivision shall be placed underground.

22. STREET LIGHTS. The owner of each lot in Hanover Subdivision, Phase III, shall install at owner's expense a street light conforming with specifications to be determined by the Architectural Control Committee and purchased from Hanover, Inc. to ensure uniformity of design and quality of construction. The light will be competitively priced. The location of the street light shall be designated on a plot plan to be submitted to the Architectural Control Committee prior to construction of a residential dwelling. The street light must be installed and operating at the time a certificate of occupancy is issued by the building inspector for the City of Bentonville, Arkansas. The street light is to be controlled by a photoelectric cell, and the street light is to be equipped with an external electrical outlet. It shall be the responsibility of the owner of each lot to maintain the street light to be installed on each lot and to keep the street light in a reasonable state of repair at all times.

23. SIDEWALKS. Sidewalks shall be installed on each lot by the property owner as per City of Bentonville Ordinance No. 95-91 and shall be installed at the time a certificate of occupancy is issued by the building inspector for the City of Bentonville, Arkansas.

24. VIOLATIONS COMMITTEE - ACTION ON ALLEGED VIOLATIONS. In order to provide for the proper enforcement of these Protective Covenants, there shall be established a VIOLATIONS COMMITTEE for Hanover Subdivision, Phase III, which shall be composed of three (3) persons who are either owners of lots in Hanover Subdivision, Phase III or are officers of Hanover, Inc. The initial members of the VIOLATIONS COMMITTEE shall consist of the President and Secretary of Hanover, Inc. until such time as 75% of the lots are sold. At such time as 75% of the lots are sold, the VIOLATIONS COMMITTEE shall consist of four members. These four members shall then consist of the property owner filing the complaint and any three other property owners.

It shall be the function of the VIOLATIONS COMMITTEE to receive from owners and/or residents of lots in Hanover Subdivision, Phase III, any complaints as to alleged violations of these Protective Covenants and Restrictions. Upon receipt of any written complaint concerning alleged violations, it shall be the duty of the VIOLATIONS COMMITTEE to carefully consider and review the complaint within five (5) days after having received the same. The complaining lot owner shall serve as the fourth member of the committee to hear that complaint as a non-voting member. If the complaining party does not participate on the committee, the committee shall not be obligated to hear said complaint.

If a quorum, present and voting, of the VIOLATIONS COMMITTEE shall determine, unanimously, that there is no merit to the complaint, the complaining party shall be so advised and no further action shall be taken.

If a majority of the members of a quorum of the VIOLATIONS COMMITTEE, shall vote to forward the complaint to the alleged violator, then it shall be the duty of the VIOLATIONS

COMMITTEE to reasonably notify the alleged violator of the complaint and alleged violation. The notification shall be made by ordinary mail and certified mail with return receipt requested.

In the event of any violation or attempted violation of any of the Covenants or Restrictions, before the expiration date hereof (whether the original expiration date or the expiration date of any extensions hereof), it shall be lawful for any person or persons owning any lots in Hanover Subdivision Phase III to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such Covenants or Restrictions and either to prevent him or them from so doing and/or to recover damages for such alleged violations. PROVIDED HOWEVER, that it shall be a prerequisite for the taking of any legal or equitable proceedings against an alleged violator, that the complaining party follow the procedures above set forth in making the alleged violation known to the VIOLATIONS COMMITTEE and having action taken by the VIOLATIONS COMMITTEE, as above provided.

25. BINDING EFFECT AND AMENDMENTS OF COVENANTS. All persons or corporations who now or shall hereafter acquire any of the lots in this subdivision shall be deemed to have agreed and covenanted with the owners of all other lots in this subdivision and with their heirs, successors, and assigns to conform to and observe the period as hereinafter set forth. These covenants may be amended at any time with the written approval of the owners of two-thirds (2/3) of the lots within the subdivision. Further, no amendments shall be allowed which would be in violation of the zoning designation in effect at the time of the amendment. No changes in these Protective Covenants 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.

26. DURATION OF COVENANTS. These covenants and restrictions shall run with the land for a minimum period of thirty (30) years, to be automatically extended for successive periods of five (5) years without further action unless terminated by a majority of the lot owners in the subdivision, casting votes as hereinabove set forth in the amendment section of these covenants, and voting one (1) vote for each lot. It is the intent that these covenants promote the aesthetic value of Hanover Subdivision.

27. SEVERABILITY. Invalidation of any restriction set forth herein, or any part thereof, by an 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.

28. ENTRYWAY MAINTENANCE ASSESSMENTS. The developers and present lot owners hereby acknowledge and agree that the entryway to Hanover Subdivision, Phase I, Phase II, and Phase III, consisting of the brick entry walls, sign and landscaping, is an integral part of the value and quality of the subdivision itself and that it is in the best interest of all owners of lots in Hanover Subdivisions that the said entryway be properly maintained and kept in a good state of repair. It is further acknowledged that the entry street, as well as all other streets in Hanover Subdivisions, have been dedicated to the City of Bentonville, Arkansas, for public use and maintenance. Subject to the public dedication of the entry streets, however, the lot

owners within Hanover Subdivisions shall be deemed collectively to have an interest in the maintenance and protection of the said entryway which consists of the brick entry walls, sign and landscaping.

It is agreed that, as and when from time to time, maintenance of or repairs to the entryway (brick entry walls, sign and landscaping) become necessary, the owners, acting by a majority vote of those attending a meeting called for that purpose, shall be authorized to levy an assessment against all lot owners, proportionately, to defray the costs of making such maintenance and repairs.

No lot owner of Hanover Subdivisions shall be subject to any liability of any kind or nature to any third party with respect to the construction, maintenance or repair of the entryway (brick entry walls, sign or landscaping) by reason of the provisions of this paragraph, and the only liability to any such lot owner shall be the proportionate share of costs for repair and/or maintenance prescribed by a special assessment levied in accordance with this paragraph.

In the event five (5) or more lot owners of lots in Hanover Subdivision shall, in writing, request the ARCHITECTURAL CONTROL COMMITTEE to cause maintenance to take place or repairs to be made to the entryway, and shall specify the maintenance and repairs so desired, it shall be the duty of the ARCHITECTURAL CONTROL COMMITTEE to serve upon all owners of lots in Hanover Subdivision, Phase I, Phase II and Phase III, a written notice of the time and place for a meeting to consider such request, which notice shall identify the lot owners requesting the meeting and the purpose of the meeting. The notice shall be mailed or delivered to each lot owner at their residence address within Hanover Subdivisions, or at the address of the owner reflected by the records of the Benton County Tax Collector, not less than ten (10) days prior to the date of a meeting to be called for that purpose. Any such notice shall be deemed to have been given when personally delivered or when deposited in the United States mail with proper postage attached and addressed as stated above.

At any such meeting, the chairperson shall be the Chairman of the ARCHITECTURAL CONTROL COMMITTEE and secretary shall be the Secretary of the ARCHITECTURAL CONTROL COMMITTEE. The minutes of the meeting shall be recorded by the Secretary and shall be signed by both the Secretary and Chairman when transcribed.

At the meeting, the ARCHITECTURAL CONTROL COMMITTEE shall first give the recommendation, if any, to the lot owners concerning the request for maintenance or repair under consideration.

After hearing and considering the recommendation of the ARCHITECTURAL CONTROL COMMITTEE and after hearing any further recommendations, statements or comments with respect to the matter, the Chairman shall put the request to a vote and if, by majority vote (one vote per lot) of the lot owners present at the meeting, either in person or by written proxy, determine to take any affirmative action such as authorized at the meeting, such action shall be binding upon all lot owners.

Prior to the commencement of the maintenance and/or repairs which might be so authorized, a detailed and final bid for all costs and expenses to be incurred in connection with same shall be secured by the ARCHITECTURAL CONTROL COMMITTEE and placed on file. The pro rata share of the said bill for which each lot owner shall be responsible, shall be arithmetically determined and the lot owners shall be so notified, by United States mail, of their proportionate share of such costs and shall be requested to make payment within thirty (30) days after the mailing of such notice to them.

In the event there shall be a levy of a special assessment for maintenance and repair of the entrance way in accordance with this paragraph, and if any lot owner shall fail or refuse to pay his or her prorata share of such assessment in accordance with the provisions of this paragraph, then the prorata portion due with respect to that owner's lot, shall constitute a valid lien against the lot until paid. Evidence of the nonpayment of such prorata share and the establishment of a lien, shall take the form of an affidavit executed by the Chairman of the ARCHITECTURAL CONTROL COMMITTEE and notarized by the Secretary of the ARCHITECTURAL CONTROL COMMITTEE, stating that a meeting was properly called and held at which the assessment was levied; attaching a certified copy of the minutes of the meeting so levying such assessment; and further attaching a copy of the letter notifying the lot owner of the obligation to pay the assessment. The notice shall also include a legal description of the lot on which the unpaid assessment has been levied. The affidavit shall conclude by the verified statement that, to the best knowledge of the Chairman and Secretary of the ARCHITECTURAL CONTROL COMMITTEE, that the assessment has not been promptly paid as required by the Articles of the Protective Covenants and Restrictions for Hanover Subdivision, Phase I, Phase II, and Phase III.

EXECUTED this 4th day of February, 1997.

HANOVER, INC.

BY: Arnold D. Lehman, Pres.
Arnold D. Lehman, President

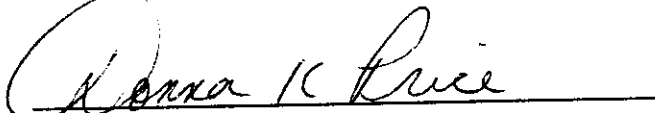
BY: Carmen Lehman, Sec./Treas.
Carmen Lehman, Secretary/Treasurer

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF BENTON)

On this ___ day of _____, 1997, before me, a Notary Public, duly commissioned, qualified, and acting within and for said county and state, appeared in person the within named Arnold D. Lehman, President, and Carmen Lehman, Secretary/Treasurer, respectively, of the Hanover, Inc., an Arkansas corporation, duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said Trusts, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, used, and purposes herein mentions and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as Notary Public the day and year first hereinabove written.



Notary Public

My Commission Expires:

