

PROTECTIVE COVENANTS

DEC 12 2000

FOR BLUEBERRY HEIGHTS SUBDIVISION----PHASE II SUE HODGES

Clerk and Recorder  
Benton County, ARK.

KNOW ALL MEN BY THESE PRESENT: **00127593**

WHEREAS, Donald R Holcomb. and Elizabeth A. Holcomb, hereinafter referred to as owners, have caused certain lands owned by them to be platted into an addition known as Blueberry Heights Subdivision to the City of Bentonville, Benton county, Arkansas, and the plat thereof appears of record in the office of the Circuit Clerk and Recorder of Benton County, Arkansas, in Plat Book 13 at page 493 ; and,

WHEREAS, the owners desire to provide for the use of the property for the highest of residential uses and to restrict its uses as such;

NOW, THEREFORE, the owners hereby adopt the covenants stated herein, and agree that the stated covenants shall apply to all of the property now platted as Blueberry Heights Subdivision Phase II to the city of Bentonville, Benton County, Arkansas, as Covenants running with the land.

1. Scope of Application. These covenants shall apply in their entirety to the area known and described as Blueberry Heights Subdivision Phase II to the City of Bentonville, Arkansas, as shown in recorded plats thereof.

2. Land use and Building types. No lot in Blueberry Heights Subdivision Phase II shall be used for any other purpose than residential, as that term is defined in the municipal zoning ordinance. No building shall be erected, altered, placed or permitted to remain on any lot rather than a residential dwelling not to exceed two (2) stories, with basement, and each such dwelling shall have a private garage to accommodate at least two (2) automobiles. No business or commercial use, except for home offices or daycare, shall be carried on or permitted in any structure or in any portion of this addition, in keeping with the general plan to develop this property for the highest class of residential occupancy.

3. Dwelling size and Quality. Each dwelling situated in this subdivision shall have a minimum of 1675 square feet of heated living area, excluding the garage area. Each dwelling shall have a roof pitch of at least 8/12 and a garage to accommodate at least two (2) automobiles, with either one (1) 16 foot garage door or two (2) eight (8) foot wide garage doors with a driveway that is at least seventeen (17) feet or wider. Each dwelling shall be of new construction. All dwellings placed upon the premises shall be of high quality workmanship and materials. All dwellings shall utilize either low maintenance or no maintenance exteriors; that is, either brick, vinyl siding, steel siding aluminum siding, or no.1 grade hardboard with a high-quality paint. All dwellings will have brick or stone at least up to the bottom of windows on all sides.

4. General Restrictions.

(a) No noxious or offensive activity, and no commercial activities except as specified in paragraph two (2), shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(b) No trailer, mobile home, tent, shack or barn shall be erected on any lot in this subdivision, temporarily or permanently, except for temporary use by construction or contractors. Outbuildings used

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for storage purposes only shall be permitted and may be either permanent or portable in nature, and may not exceed a size of 8x16 or 128 square feet. Tents used for recreational purposes of a short duration shall not be considered as excluded by this provision.

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(c) No signs, billboards, posters or advertising devices shall be permitted upon any of the lots in this addition, except that the owner of each lot may place house numbers and the owner's name upon his or her mailbox or dwelling; however, each letter thereof shall be no more than 10 inches in height and 10 inches in width; and owners may place a sign of not more than four (4) square feet in size advertising the property for sale should it be offered for sale. This paragraph does not prohibit a sign advertising or identifying the subdivision.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, providing that they are not kept, bred or maintained for commercial purposes. All dogs shall be kept on a leash or chain, or confined within a fence that is escape-proof. No dog shall leave the individual lots without a leash.

(e) No trash, ashes or other refuse may be thrown or dumped on any of the lots in the subdivision. All trash or other refuse shall be disposed of promptly in a manner consistent with the sanitation requirements of the City of Bentonville, Arkansas. Compost bins shall be permitted, so long as they do not create offensive odors or eyesores.

(f) No building material of any kind or character shall be placed or stored upon any lot in the addition until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines.

(g) No inoperable motor vehicles shall be allowed on any street, driveway or lot. No vehicle of any kind shall be parked in Blueberry Heights Subdivision Phase II except on paved streets or driveways. Boats, Recreational vehicles and trailers of the type used for construction may be allowed to stand on the rear portions of any lot, provided that their presence is obstructed by a wooden privacy fence at least six (6) feet in height.

(h) Grass and weeds and other vegetation shall be kept mowed and cleared at regular intervals so as to keep all lots neat and attractive. Grass and weeds must be kept to a height of twelve (12) inches or less.

(i) All garages shall be finished inside and shall be fully enclosed with garage doors.

(j) All driveways shall be at least 17- feet wide and extend from garage to the street.

(k) Outside lights shall not be so bright that they illuminate adjoining properties and interfere with any other property owner's use and enjoyment of his or her property.

5. Building location. No building shall be located on any lot nearer to front lot line than the minimum building set back line as shown on the recorded plat. All street side set backs are thirty (30) feet from lot lines and rear set backs are twenty- five (25) feet. Side yard set backs are to be ten (10) feet except on corner lots, the set back on the street side is thirty (30) feet. Porches, steps, chimneys, window boxes and other portions of a permitted structure shall not project beyond the minimum setback lines. No building or permitted accessory building will be permitted or constructed nearer than ten (10) feet to the rear property line on any lot. Swimming pools and tennis courts shall be allowed if permitted by City ordinances & setbacks.

6. Easements. Utility and drainage easements are reserved by the developer upon all property in this subdivision and, unless shown otherwise on the plat, all lots have a ten (10) foot utility and drainage easement on the interior of all lot lines, such easements to be parallel with the corresponding adjoining lot lines.

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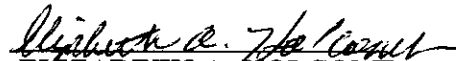
7. All fences shall be constructed of wood or pvc fencing or concrete, stone or brick walls. No fences shall be permitted except that conform to zoning and subdivision ordinances of the City of Bentonville.

8. Persons Bound. 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 their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of twenty-five (25) years from the date these covenants are recorded, and these covenants shall thereafter automatically extend for successive periods of ten (10) years each, unless prior to the end of the original term, or any successive term, 90% of the then owners of lots in the subdivision agree to amendment or removal of these covenants in whole or in part. These covenants may be amended at any time with the approval of the owners of 90% of the lots in the subdivision. No changes of covenants shall be valid unless the same shall be placed of record in the office of the Circuit Clerk and Recorder of Benton county, Arkansas, duly executed and acknowledged by the requisite number of owners.

9. Right to Enforce. The covenants, agreements and restrictions herein set forth shall run with 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 as to the covenants herein set forth and contained. Any owners or owners of lots in this addition shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, any of the covenants, agreements or restrictions contained herein, together with any other rights which they might otherwise be entitled to under the laws of the State of Arkansas. The invalidation of any of these covenants, restrictions or agreements herein contained by the order any court of competent jurisdiction shall, in no way, effect any of the other provisions.

IN WITNESS WHEREOF, the owners, by their duly authorized representatives, have hereunto set their hands and seals this 6 Day of Dec., 2000.

  
DONALD R. HOLCOMB

  
ELIZABETH A. HOLCOMB

STATE OF ARKANSAS)

ACKNOWLEDGMENT

COUNTY OF BENTON)

BE IT REMEMBERED, that on this day appeared before the undersigned notary public, within and for the county aforesaid, duly commissioned and acting, Donald R. Holcomb and Elizabeth A. Holcomb, known to be the parties whose signatures appear above, and stated that they had executed the above

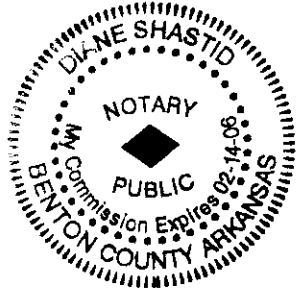
protective covenants for Blueberry Heights Subdivision Phase II, for the consideration and purposes therein mentioned and set forth.

00127596

Witness my hand and seal as such Notary Public this 14th Day of December, 2000.

8/14/06  
My Commission Expires

Diane Shastid  
Notary Public



*Don or Betty Halcomb  
3104 Blueberry Ln.  
Bentonville, ar. 72712*