

**AMENDMENT TO
Declaration of
PROTECTIVE
COVENANTS AND RESTRICTIONS**

2003 2082
Recorded in the Above
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Brenda DeShields-Circuit Clerk
Benton County, AR

For
DENALI PARK
City of Bentonville
Benton County, Arkansas


Book/Pg: 2003/2082
Term/Cashier: CIRCLK04 / SWhite
Tran: 429.16269.38578
Recorded: 01-24-2003 14:37:25
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REC Recording Fee
Total Fees: \$ 8.00

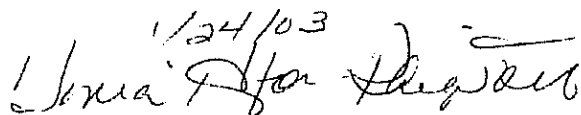
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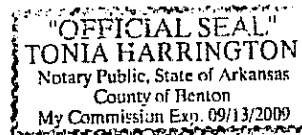
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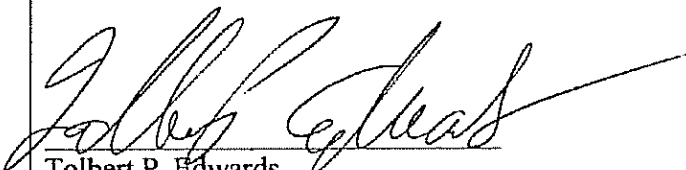
As per Article VI, Section 2, Item 2: In that two-thirds (2/3rds) of lot owners can amend the Protective Covenants and Restrictions for Denali Park. It is hereby amended that lots 24, 25, 33, 34, 35, 36, 37 of the Denali Park Subdivision, due to their lot configuration and building site, are not required to meet the square footage minimum for the first floor or the total building as specified in Article IV - Building Limitations, stating the house had to have 2400 sq.ft. and the first floor had to have 1700 sq.ft. These houses should have the maximum amount of square footage that is practical for the building site.

As per Article II, Section 5 - Fences: It is now so stated that the wooden fences between the houses/side yards must be shadow-boxed construction, or other designs such as masonry that is approved by the Architectural Committee. Also, the fences in the rear of the interior lots that have the alley as their back boundary must have shadow-boxed design wooden fences, or other designs such as masonry that is approved by the Architectural Committee, that are set two (2) feet off the edge of the asphalt alley.


Wayne Munford
Owner of Lots 13, 14, 15, 26, 37

1/24/03





Tolbert P. Edwards
Owner of Lots 1, 2, 3, 4, 5, 6, 7, 11, 12, 18, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34, 35, 38, 39, 40

Witnessed Wayne Munford
and Tolbert Edwards

This being 30 lots of the 40 lots in the Denali Park Subdivision, which is 75% of the lots and only 2/3rds (67%) are required to change the covenants.

00123814

NOV 30 2000

ORDINANCE NO. 2000-183

SUE HODGES
Clerk and Recorder
Benton County, ARK.

AN ORDINANCE ACCEPTING A PLAT OF DENALI PARK SUBDIVISION, TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the plat of Denali Park Subdivision, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 21st day of November, 2000 and

WHEREAS, said plat is attached hereto as Exhibit "A" and

WHEREAS, the Bentonville Planning Commission considered said plat on the date stated and at other times, and voted to recommend the approval of said plat to the City Council; and

WHEREAS, the plat of real property as described herein has been submitted to the City Council of the City of Bentonville, and after consideration and deliberation said Council is of the opinion that said plat should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the plat of Denali Park Subdivision, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said plat by certifying said acceptance on the approved plat.

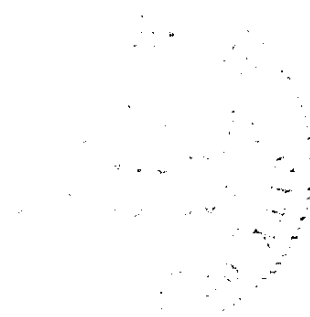
PASSED AND APPROVED THIS 28th DAY OF November, 2000.

APPROVED:

Henry Corberly
Mayor

ATTEST:

Suzanne Heider
City Clerk



22055

Suzanne Heider, City Clerk, 100 West Central, Bentonville, AR

28
Declaration
Of

PROTECTIVE
COVENANTS AND RESTRICTIONS

For

DENALI PARK
City of Bentonville
Benton County, Arkansas

FILED FOR RECORD
At 11:01 O'Clock A M

DEC 05 2000

00125578

SUE HODGES
Clerk and Recorder
Benton County, ARK.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tolbert P. Edwards, as owner and subdivider of the hereinafter described lands lying in Benton County, Arkansas, and propose the development upon said lands, together with any additions thereto as hereinafter provided, of a residential subdivision to be named Denali Park; and

WHEREAS, Tolbert P. Edwards, as owner and subdivider, desire to provide for the construction of certain streets, utilities, and residential improvements thereon and for the preservation of the values in said subdivision by subjecting the lands herein described, together with any additions thereto as hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner; and

WHEREAS, Tolbert P. Edwards, as owner and subdivider, has caused or will cause to be created a Denali Park Property Owners Association (DENALI PARK POA) and Denali Park Architectural Control Committee (DENALI PARK ACC) for the purpose of exercising the above functions and those which are more fully set out hereafter;

NOW, THEREFORE, Tolbert P. Edwards, as owner and subdivider, hereby declare that the real property hereinafter described in Article 1 hereof, and any additions thereto as may hereafter be made pursuant to Article 2, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, and easements hereinafter set forth:

1012 S.W. A

Bentonville, AR 72712

22315

ARTICLE 1
PROPERTY SUBJECTED

00125579

Section 1. Existing Property. The existing real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located and situated in the County of Benton, State of Arkansas, to-wit:

PART OF THE W 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, DESCRIBED AS BEGINNING 863 FEET SOUTH OF THE NE CORNER OF THE SAID W 1/2 OF THE SW 1/4 OF THE SE 1/4, THENCE SOUTH 22 FEET, THENCE WEST 420 FEET, THENCE NORTH 22 FEET, THENCE EAST 420 FEET TO THE POINT OF BEGINNING.

AND:

A PART OF THE WEST 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, DESCRIBED AS BEGINNING 200 FEET EAST OF THE SOUTHWEST CORNER OF SAID TWENTY ACRES, RUN THENCE EAST 40 FEET, THENCE NORTH 1320 FEET TO THE CENTER OF THE COUNTY ROAD, THENCE WEST 40 FEET, THENCE SOUTH 1320 FEET TO THE PLACE OF BEGINNING.

AND:

A TRACT OF LAND COMMENCING 178 FEET EAST OF THE SOUTHWEST CORNER OF THE WEST HALF OF THE SW 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, AND RUN THENCE EAST 22 FEET, THENCE NORTH 840 FEET, THENCE WEST 22 FEET, THENCE SOUTH 840 FEET TO THE PLACE OF BEGINNING.

ALSO COMMENCING 840 FEET NORTH OF THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, AND RUN NORTH 480 FEET TO THE COUNTY ROAD, THENCE EAST WITH SAID ROAD 200 FEET, THENCE SOUTH 480 FEET, THENCE WEST 200 FEET TO THE PLACE OF BEGINNING.

AND:

A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID 20 ACRES, RUN THENCE NORTH 840 FEET (TO PRESENT FENCE LINE), THENCE EAST 178 FEET, THENCE SOUTH 840 FEET, TO THE SOUTH LINE OF SAID 20 ACRES, THENCE WEST 178 FEET TO THE PLACE OF BEGINNING.

AND:

PART OF THE W 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, DESCRIBED AS COMMENCING AT A POINT 1320 FEET NORTH AND 240 FEET EAST OF THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST (WHICH POINT IS LOCATED APPROXIMATELY IN THE CENTER OF THE COUNTY ROAD); RUN THENCE EAST WITH THE CENTER OF SAID COUNTY ROAD 420 FEET MORE OR LESS TO THE EXISTING FENCE; RUN THENCE SOUTH FROM THE CENTER OF SAID COUNTY ROAD 863 FEET; THENCE WEST 420 FEET MORE OR LESS; THENCE NORTH TO THE PLACE OF BEGINNING.

LESS AND EXCEPT A RIGHT-OF-WAY EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS, DESCRIBED AS THE FOLLOWING:

COMMENCING 630 FEET EAST OF THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH OF RANGE 31 WEST, AND RUN THENCE EAST 30 FEET TO THE SE CORNER OF THE W 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 25, TOWNSHIP 20 NORTH OF RANGE 31 WEST, AND RUN THENCE EAST 30 FEET TO THE SE CORNER OF THE W 1/2 OF THE SW 1/4 OF THE

SE 1/4 OF SAID SECTION 25; THENCE NORTH ALONG THE EAST BOUNDARY LINE OF SAID 20-ACRE TRACT 457 FEET; THENCE WEST 30 FEET; THENCE SOUTH 457 FEET TO THE PLACE OF BEGINNING.

ARTICLE II
RESTRICTIVE and PROTECTIVE COVENANTS

00125580

DENALI PARK, does hereby establish and create the following Restrictive and Protective Covenants, which shall apply to said lots as shown on the recorded Plat of the said subdivision found in Plat Book 23L at Page 233 in the office of the Benton County Circuit Clerk.

Section 1. All Lots Residential. Only one detached single family dwelling per lot. A detached garage, storage building, or guest house may be erected on each lot, as long as the design is conducive with the surrounding structures, is located behind the residence, and does not create a nuisance to the surrounding property owners and is approved by the Architectural Control Committee.

Section 2. 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 either to 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. An approved builder must abide by the rules set down by the Denali Park Architectural Control Committee (DPACC).

Section 3. Home Occupations: Home occupations as defined by the Bentonville City Codes shall be prohibited.

Section 4. 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 DENALI PARK 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.

Section 5. 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, vinyl, or masonry 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. All fencing of any type or location is prohibited unless approved by architectural control committee (DP ACC).

Section 6. 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 of any type of vehicle, trailer, boat, etc., 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 all open or enclosed trailers of any type and the like shall not be parked or stored on any lot except as follows. The aforementioned vehicles, trailers, 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 all neighbors. All vehicles of any type must be parked on the driveway, or parking pad connected to the driveway, and may not be parked in the yard area. Motor homes and other large vehicles and trailers that are impossible to hide may not be parked anywhere in the subdivision for any more than five (5) days, in any thirty (30) day period.

Section 7. 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.

Section 8. Satellite Dishes: Satellite television receiver dishes must be screened from view and may be located only in the rear yard area or if mounted on the house, cannot be higher than one (1) foot below the top ridge of the roof.

Section 9. Nuisances: No noxious odors, visual pollution, auditory pollution, 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 four (4) inches from the ground anywhere in the yard of the lot. 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 personal property (bicycles, toys, or recreational equipment or motorized 2,3, or 4 wheeled vehicles), 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 Section 13 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. Producing sound by any means as radios, music noise, or outdoor parties, that is heard by your neighbors is prohibited. All vehicles of any type must be serviced or worked on in the garage area only. No owner of any lot within said subdivision shall allow garbage or other debris to accumulate on the property, but shall dispose of same at regular intervals so as to eliminate nuisance in the neighborhood.

Section 10. Re-subdivision: No lot shall be re-subdivided.

Section 11. Restrictive Structures: No trailer, mobile home, tent, garage, or other building or structure, temporary or permanent shall be erected on any said lot. No outbuilding shall be constructed on any lots within said subdivision which shall exceed 400 square feet in area, and such outbuilding so permitted shall be consistent with the exterior colors and materials of the main structure and shall have the same color roofing material as the roof of the main structure. All sheds and outbuildings must be approved by the Denali Park Architectural Control Committee before construction. No garage, or any part of a garage, may be converted into living quarters on any lot.

Section 12. Trade or Business: No offensive or noxious hobby, activity, trade, or business may be carried on upon any of the said lots. Any trade or business carried on in said subdivision shall be of a nature as can be carried on within a

residential dwelling without altering the character of said subdivision or increasing traffic flow or vehicle parking.

00125583

Section 13. Animal Restrictions: No animals, livestock, or poultry of any kind shall be raised, bred, or otherwise kept on any lot in said subdivision, except dogs, cats, or other household pets, which may be kept providing that they are not bred or maintained for any commercial purposes. All animals must be contained on their owners lot by wooden fence and animal house. A limit of two (2) pets (of all species combined) is allowed. Animals are not allowed to stray from their owners property. No animal is to be tethered, roped, or chained anywhere on a lot. Barking dogs are not allowed and must be either debarked (surgically) or removed from the property permanently. Animal problems are to be brought to the Denali Park Property Owners Association and are resolved by the majority vote of the members present or proxy. If a problem still persists, the Denali Park Property Owners Association will file suit in the appropriate court and all legal and court expenses will be the responsibility of the non-prevailing party.

Section 14. Vehicles: The owner of any lot in said subdivision may be required, at the request of any other lot owner, to remove any non-operating vehicle that has remained upon the lot for a period in excess of 14 days. Vehicles are to be parked in a designated parking area, i.e. garage or driveway. No parking is allowed on the street. No semi-trailer trucks or commercial vehicles larger than a light pickup truck shall be allowed to park in said subdivision, either on the streets or on a privately owned lot.

Section 15. Signs: All signs are prohibited except:

- a. Signs erected by municipal government for identification of streets, traffic control, or directional purposes.
- b. Signs of a temporary nature advertising property for sale or construction signs, which shall not exceed 6 sq. feet in area.
 - (1) Signs erected by the Developer advertising the name and entrance of the subdivision. The Developer is to maintain this sign until 90% of the lots are sold.

Section 16. Maintenance of Lots: No lot shall be used or maintained as a dumping ground. Rubbish, trash, or other wastes shall not be kept except in approved sanitary containers. No garbage or trash containers are to be kept in view of the street unless scheduled for pick-up that day. Violation of this section will allow the Denali Park POA Committee to move said violation at a fee of \$10.00 per bag or item.

Section 17. Destroyed Property: In the event a home or lot in said subdivision is destroyed by fire or otherwise, the owner of said lot shall raze the structure and clean off the lot, or

start to rebuild the house within 120 days from the time the property was destroyed.

00125584

Section 18. Exterior Work Timeline: Exterior work on any building must be completed within six (6) months from the start of construction.

Section 19. Recreational Vehicle Storage: Recreational and camping vehicles, trailers, and boats may be stored or parked on the lots. However, these vehicles and boats must be located behind house, or otherwise screened, so that they are not visible from the street or adjoining lots. Also see Article II, Section 6.

Section 20. Improvements: Owner shall maintain the improvements on their lots and the yards of such lots in a neat and attractive manner, including homes, out buildings, driveways, parking areas, and landscaping. If neglected, the Developers, or Denali Park Property Owners Association, shall have the right to remove said objectionable material and collect the cost of removal or correction of the problem (watering of plants or trimming of trees) from the lot owner. Each lot owner must maintain at least the minimum of the Architectural Landscape Package that was provided or was to have been provided with each new house. This was submitted at the time of the site and house blueprints. This landscape package shows a minimum of two (2) trees in the front yard, ten (10) bushes and plants in the front yard, and along with brick and/or rock landscape/garden demarcation (flower bed designation). If any of these minimum number of plants die, or become diseased, they must be removed and replaced, or the Denali Park Properties Owners Association (DPPOA) can have them replaced and collect the fee from the lot and lien the property if the lot owner does not pay the cost involved.

Section 21. Street Lights: The owner of each lot in DENALI PARK shall install at owner's expense a street light conforming with specifications to be determined by the Architectural Control Committee and purchased from DENALI PARK 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 proper building authority. 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.

ARTICLE III
ARCHITECTURAL CHANGES/ALTERATIONS

00125585

Section 1. Proposed Change or Improvement Approval: Tolbert P. Edwards, hereafter being described as the Developer, has the authority to approve or reject any proposed change or improvement of the property, including any structures, planting, or topographical change. The Developer may act only by written instrument setting forth the action taken, signed by the Developer. If an owner submits a plan to the Developer and he neither approves nor notifies the owner of objections within 30 days, then such plans shall be accepted. The lot owner must have a signed statement from the Developer as to when the plans were submitted.

Section 2. Alterations: Owners of any lot in said subdivision will not construct or alter any improvement on the premises until:

- a. The owner has submitted to the Developer a complete set of plans and specifications for structure and finish, in form satisfactory to the Developer, which includes:
 - a1. The size and dimension of the improvement
 - a2. The exterior design
 - a3. The exact location of the improvement on the lot
 - a4. The location of driveways and parking areas.
- b. Such plans and specifications shall be approved in writing by the Developer and a copy of such plans and specifications, as finally approved, shall be held for permanent record by the developer.
- c. Owner has submitted to Developer, the builder, or general contractor information, including qualifications and proof of insurance, and the Developer has approved said builder for work on improvement.

Section 3. Sprinkler System:

- a. All lots will have a double meter set, one of which will be for a sprinkler system.
- b. All lots will be required to have a full yard sprinkler system to water the grass, shrubs, and flowers.
- c. This sprinkler system will be required to be maintained and kept operable and used realistically by the owner.

ARTICLE IV
BUILDING LIMITATIONS

00125586

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 DENALI PARK. 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, Arkansas Zoning Ordinance designated in R1 (Residential 1). No dwelling structure shall be constructed upon any lot within DENALI PARK of the size less than **two thousand four hundred (2,400)** square feet of heated living space (not less than **1,700** 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 (20) feet by twenty (20) feet, and shall have a concrete pad at least sixteen (16) feet wide and thirty (30) feet long, extending from the garage entrance or a turn-around pad. 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 DENALI PARK. 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. All garages must be side entry, rear entry or recessed front entry.

ARTICLE V
ARCHITECTURAL GUIDELINES

00125587

Section 1. Exterior: The exterior walls of each building constructed or placed on a lot shall be at least eighty-five (85%) percent brick, stone or stone veneer, or masonry. No concrete blocks shall be visible. Remainder of exterior of maintenance free siding of vinyl or stucco style. No T-111 siding panels allowed. 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. Exterior lighting shall be carefully chosen, arranged, and shielded so as to produce no glare on surrounding lots.

Section 2. Roofs: All roofing material for a house or outbuilding 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. Shingles to be 25-year composite architectural or greater. The roof pitch of any structure shall be eight feet by twelve feet (8' x 12') minimum (10' x 12' preferred). All soffits, fascia and siding must be maintenance free materials.

Section 3. Mailboxes, Lights, and Extras: All mailboxes must be brick column or ornamental iron design and approved by the Architectural Control Committee. Replacement of mailboxes must be of the same type originally approved. Street light must be installed as per Article II, Section 21.

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE
PROPERTY OWNERS ASSOCIATION

00125588

Section 1. Denali Park Architectural Control Committee: To insure that all dwellings and accessory buildings constructed or erected in DENALI PARK shall have good quality materials and workmanship and are compatible with other dwellings and accessory buildings constructed or to be constructed in DENALI PARK, there is established an ARCHITECTURAL CONTROL COMMITTEE (hereafter known as DPACC). The initial ARCHITECTURAL CONTROL COMMITTEE for DENALI PARK shall consist of two (3) members, and the initial membership of the same shall be the owner and subdivider of DENALI PARK, and the secretary of the committee as appointed by the owner of the Denali Park subdivision and each shall serve in said capacity until May 31, 2005.

Commencing May 31, 2003, each member shall serve a three-year term. Any lot owner may nominate another lot owner or an official of DENALI PARK, 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. Each member is elected by vote or proxy at the general meeting in May of any given year.

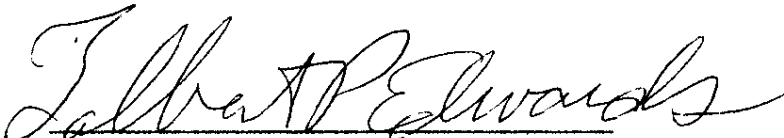
Section 2. Denali Park Property Owners Association: The Denali Park Property Owners Association (DENALI PARK POA) will decide, control, and budget the maintenance of the entrance features and road areas and lake pond area both the water and improvements. The DENALI PARK POA will also control the enforcement of this Protective Covenants and Restrictions for Denali Park. They will be the same three (3) people elected the same way and served the same terms as the architectural control committee (DENALI PARK ACC). A budget will be established by May 31 of each year and each lot will be assessed it's prorata share of the expenses. Late fees can be assessed for those not paying within thirty (30) days of notification and for non-payment a lien may be placed on all lots not paying their share. Notice of meetings and violations will either by mail or direct placement of notice in front door area. The main areas of concern for the committee will be the entrance from Highway 72 (2nd Street) and 3rd Street entrance and the brick wall.


ARTICLE VII
GENERAL PROVISIONS

00125589

- (1) The owner of each lot agrees to be bound by the foregoing covenants. Any party violating these covenants will be responsible for any attorney's fees incurred because of their violation.
- (2) All covenants and restrictions are to run with the land and shall be binding on all parties, their heirs and assigns, for a period of twenty-five (25) years from the date these covenants are recorded; provided, however, that the covenants and restrictions may be amended at such time as 2/3 of the lot owners (one lot = one vote) sign an instrument agreeing to change said covenants in whole or in part.
- (3) If part of this Protective Covenant is found to be unlawful, it in no way voids any other part of the Covenant herein.

IN WITNESS WHEREOF, TOLBERT P. EDWARDS has caused this instrument to be executed this 5th day of December, 2000.


TOLBERT P. EDWARDS

 12/5/00

