

PROTECTIVE COVENANTS & RESTRICTIONS
Siloam Springs, Benton County, Arkansas
PATRIOT PARK

1. *Purpose:* Lots Block A, 2-52; Block B, 2-20; Block C, 2-8; Block D, 1-21; Block E, 1-25; Block F, 1-17; and Block G, 1-8 shall be used for single family residential purposes only.
2. *Building Type:* All plans for any building must be approved by the Architectural Control Committee, hereafter referred to as the "ACC", herein provided for, prior to commencing construction. No single family dwelling unit shall be constructed that is less than 1350 square feet of heated area, exclusive of carports, garages, and storage rooms. A two car garage with a minimum of 24 feet will be required for each single family dwelling and must be kept and maintained. The roof pitch shall be 8 x 12 at a minimum, shingles shall be architectural in style, the foundation shall be covered with stucco, and no masonite siding will be allowed for each single family dwelling unit, unless otherwise approved by the ACC. Each dwelling built will contain full exterior masonry material (brick, stucco, stone, etc.) across the front house with a twelve inch wrap on the front corners, gables to be excluded. Notwithstanding these limitations, until dwellings have been constructed on all lots in the subdivision, the Developer shall be entitled to use any lot owned by Developer for construction of model homes, sales office, construction sheds or for storage materials.
3. *Lot Area and Width:* Lot area and widths shall be as shown on the recorded plat, and no residential lot shall be re-subdivided into two or more lots.
4. *Parking:* All residences must have off street parking only, and shall not be permitted to park off of designated driveways or parking pads, unless it is that of a temporary visitor. Any vehicle parked more than (12) twelve hours is to be on designated parking pads only. The ACC shall have the right to have vehicles in violation of this provision towed at the owner's expense. No parking of any type of vehicles, boat, RV, camper, etc., at any time will be permitted on grass, landscape, or sidewalks.
5. *Vehicles:* Any boat, RV, camper, untagged or off-road vehicle must have a separate concrete parking pad and may not be parked at any time in front of front building line. Likewise, no vehicle repairs are to be performed in other than area to rear of building lines. No vehicle maintenance shall be performed on the streets, or in the front yards, or parking pads of any lot. All vehicles parked must maintain a current license tag at all times or must be removed from the premises parked in garage, with the garage door closed.
6. *Easements:* Easements for installation and maintenance of utilities and drainage facilities are reserved on each lot as reflected on the recorded plat. Within these easements, no structure, planting, or other material (except for driveways across any lot) shall be placed or permitted to remain which may interfere with the operation, installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water toward or through drainage in the easement. Driveways permitted within the easement shall be constructed so as not to prevent any flow of water or change flow in the area of each lot and all those improvements for which a public authority or utility is responsible.
7. *Grounds Maintenance:* No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall be kept in non-corrosive/non-breakable trash containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be kept in a clean and sanitary condition. No garbage or trash containers are to be kept in view of the

street unless it is to be picked up within 24 hours.

8. *Animals:* 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 and maintained, provided that they are not kept, bred or maintained for commercial purposes. There shall be no more than two outdoor pets per household. Household pets shall be maintained in a clean and sanitary situation and shall not be obnoxious or a nuisance to the surrounding owners. Any owners with outside pets are required to provide backyard fencing in accordance with the ACC specified acceptable requirements. All owners of pets will be held responsible for any damages resulting from the pet. No pet shall be permitted to remain outdoors that is deemed by the ACC to be a house nuisance, odor nuisance, or danger to other persons or property.
9. *Temporary Inhabitants:* No structure or vehicle such as a boat, trailer, basement, tent, shack, garage, barn, camper, mobile home or other outbuilding shall be used on any residence, temporarily or permanently.
10. *Satellite Dishes:* No satellite dishes will be permitted in front of the front building lines.
11. *Basketball Goals:* Any basketball goal or like structure may only be constructed in a fashion not to be unsightly by the ACC. No basketball goals or courts may be constructed on the front of any house or in front of any house unless approved by the ACC.
12. *Front Yards: Fencing* of front yards is prohibited, except that decorative wood, iron, or masonry fencing of a maximum height of (3) feet may be constructed upon approval by the ACC. Any fence located on any lot must be approved as to material, location, height and quality by the ACC prior to commencement of construction. Any fence erected around rear perimeter of property must contain a gate or gates of adequate size according to city requirements, for city utility vehicles to have access to the utility easements for ingress and egress for maintenance purposes if applicable. Any backyard fences must be 6 ft wood privacy fence. No chain link fences are permitted. Any necessary alteration to fences to maintain utilities will be done at the owner's expense. Front yards in front of the building line, including front porches, shall not be utilized for storage of any item. All toys, newspapers, etc. must be kept picked up so as not to accumulate in any unsightly manner. The only acceptable items in front of fence lines shall be flower pots to compliment landscaping and/or porch type furniture. All structural landscape additions to existing landscape must meet the approval of the ACC. No approval is necessary for planting flowers, shrubs, or trees, except where it may affect easement or drainage on to adjacent property.
13. *Garages:* All garages must be kept closed when not in use for the purpose of ingress or egress of automobiles. Any replacement of garage doors must be approved by ACC, and be painted the approved color approved by ACC.
14. *Exterior Lighting:* All exterior lighting must be approved by the ACC.
15. *Clothes Lines:* No permanent outdoor clothes lines are permitted.
16. *Lot Maintenance:* Owners of lots shall keep the lot from unsightly accumulations of trash; and shall keep weeds, grass and underbrush cut to avoid fire hazards and unsightly appearance. The front yard grass is to be kept mowed to no higher than six inches. If deemed unsightly by ACC, any necessary maintenance may be contracted and charged to owner and, if unpaid within (30) days, will become a lien against premises until paid.
17. *Offensive Activities:* No noxious or offensive activity shall be carried on upon any lot, or on streets and sidewalks adjoining lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Should the ACC incur any expense to alleviate an annoyance or nuisance, it will be the responsibility of the owner to pay such expense.

18. *Oil and Mining Operations:* No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.
19. *Signs:* No signs shall be allowed on any lot or house by an owner, business, or trade, once the property has been sold to an individual except for (1) one "For Sale" sign may be placed in front of the property within (10) feet of the curb. Such a sign will be no larger than (3) feet by (3) feet square. Any "For Sale" sign must be removed within (10) days from date the property has sold. The Developer or ACC reserves the right to remove any sign found to be obnoxious or unsightly due to shape, color, size, etc.
20. *Sight Distance at Intersections:* No fence, wall, hedge or shrub planting which obstructs sight lines elevations between two and six 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 property lines extended. The same sight-line limitations shall apply on any lot within (10) ten feet from the intersection of a street property line with the edge of a driveway.
21. *Storage Areas:* All residences may have a detached or attached storage building, conforming to the same ACC standards as the home, i.e. concrete pad, siding, roof, etc.
22. *Structural Additions:* All room additions, alterations, garages, carports, fences and other structures must be first approved by the ACC, as to quality of workmanship and materials, harmony of external design with existing structures, and to finish grade elevation. All colors of material changes must be approved by the ACC prior to making alterations. Such approval authority shall remain with the Developer until such time as all of the lots have been sold and built on and the ACC has been duly elected as provided in the paragraph hereof.
23. *Architectural Control Committee:* The ACC shall first be composed of three appointed members, by the Developer, until such time the Developer feels enough owners of record in the subdivision are available to hold an election and may join or replace existing members. The elected Committee will be composed of five (5) members of whom a majority may rule on any issue. Each member will serve a term of three (3) years and may serve successive terms. Each resident will have (1) vote per property owned in the election of Committee members. Nominations may be taken up until (30) days of election and nominees are restricted to the owner/residents of Patriot Park. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee the remaining members shall have full authority to designate a successor. Neither the members of the Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded majority of owners of the lots of the entire subdivision shall have the power, through a duly written instrument, to change the membership of the Committee or to restore any of its powers and duties. The ACC shall have the power to change any of these covenants provided herein, at any time by a majority vote of the current ACC board members. Any such change shall not effect any prior approvals. If any lot sold is allowed to be built by the builder, other than the Developer/Builder of the subdivision, then all plans and specifications must be submitted to the ACC for approval. The ACLC will either approve or disapprove and notice of such given, within ten (10) business days from the date submitted. The ACC will have sole discretion to approve or note approve of any builder to build within the subdivision. Any owner using a builder will be help responsible to the ACC for all activities of the builder or workers on the job site. Requirements and, or, restrictions, of the builder submitted for approval, will be set forth on an individual basis as deemed appropriate by the ACC.

- 24. *Violations:* If any owner or occupant shall at any time, while these covenants are in effect, violate, or attempt to violate any of these covenants, any other owner of any part of the addition may institute a grievance or complaint to the Violation Committee. The ACC shall form a Violation Committee to hear a grievance or assess a complaint by a property owner and will give the offending party notice of such complaint. If grieving party wishes to remain anonymous, then a written complaint will be presented to the ACC. In either case, if the violation is found to be accurate, the Violation Committee will give notice to the offending party to rectify the problem within no more than (10) days or legal action may be taken. If offending party is found not to be in violation, no notice is required. All owners agree to uphold the findings of the Violation Committee as final and binding as the arbitrator. If a violating party fails to comply in the correction of a violation after proper notice was given, the Violation Committee shall have the power to incur reasonable expenses to correct such violation and the ACC shall hold the owner responsible to pay expenses. If expenses remain unpaid for a period of at least (30) thirty days the expenses may then become a lien on the property until paid.

- 25. *Subdivision Maintenance:* If any amenities are approved to be built by the ACC that are deemed to be existing for the common good of all residents, the ACC shall have the exclusive right to form a property owners association in the form of a non-profit corporation for the purpose of maintaining any common amenity for the good of the subdivision. In this case, an assessment could be levied upon all property owners in an amount appropriate as specified by the ACC.

ACCEPTANCE

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY PLANNING COMMISSION OF SILOAM SPRINGS, ARKANSAS THIS

16 DAY OF NOVEMBER 2005

CHAIRMAN BARRY HAEST

OWNER/DEVELOPER Rgik

State of Arkansas
 County of WASHINGTON
 Subscribed and (person or persons named) before
 me this 16th day of November, 2005
 by LouAnn McBee
 Notary Public
 My commission expires 11-20-09



