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FILED FOR RECORD
AT 11:15 O'clock A M

DEC 02 1993

RESERVATIONS AND RESTRICTIVE
COVENANTS OF PIONEER WOODS
PHASE II

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

platt - 18-246

To The Public,

Declarations of Reservations and Restrictive Covenants on Pioneer Woods, Phase II, a subdivision more particularly described as follows:

[See Exhibit "A" attached hereto (the "Subdivision").]

WHEREAS, the undersigned are the owners of the Subdivision; have caused the Subdivision to be platted; and intend to sell lots and buildings sites thereon, subject to certain protective reservations, restrictions, conditions, limitations, reservations, covenants and assurances (the "Protective Covenants"), in order to insure the best and most beneficial development of the Subdivision as a residential subdivision, and to prevent any use thereof that may tend to diminish the value or pleasurable use thereof. Paul Church is the developer of the Subdivision ("Developer").

The Protective Covenants in this instrument are to run with the land and shall be binding upon all parties and all persons owning or occupying lots or claiming possession of lots in the Subdivision for a period of twenty-five (25) years from the date these covenants are recorded (unless first amended or modified by a majority of the lot owners of the Subdivision), after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. For purposes of determining what constitutes a "majority" of the owners, each lot shall be entitled to one vote to be made by the record owner(s) of that lot.

If the owners of the Subdivision lots or any of them, or their heirs or assigns, shall violate any of the covenants in this instrument, it shall be lawful for any other person owning real property in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating any of the covenants, either to prevent him from so doing or to recover damages for the violation, or both, together with a reasonable attorney's fee.

Invalidation of any of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

1. All lots in the Subdivision shall be used exclusively for residential purposes, and all commercial uses and any and all home occupations are specifically prohibited. There shall not exist on any lot at any time more than one residence. No trailer, tent, shack, barn, mobile home, prefabricated home, modular home or other outbuilding shall, at any time, be used as a shelter on any lot, or erected, altered, placed or permitted to remain on any lot as a residence. No residence shall be occupied until at least 90% complete. No home moved from another location shall be erected, placed or permitted on any lot as a residence.

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Paul Church
Highway 59 N.
Silsam *24291*

2. The ground floor heated living area of all dwellings, exclusive of porches and garages shall be not less than 1500 square feet for a one story building nor less than 1300 square feet for a dwelling of more than one story. Each dwelling shall have an enclosed attached garage for at least two cars. The exterior walls of all dwellings shall be of not less than 20% masonry construction of either rock, stone or brick, and the use of concrete blocks is expressly prohibited; provided however, the exterior walls may be without masonry construction if the material to be used on the exterior walls is approved by the Developer in writing, and such approval is placed of record. The dwelling shall be no nearer than ten (10) feet from any side lot line, twenty (20) feet from a rear lot boundary, or twenty-five (25) feet from any front or side street line, or other roadway, and shall comply in all respects with all applicable City Codes and Ordinances. Construction of any dwelling shall not commence until the Developer has reviewed and given his written approval to the design and plan for such dwelling.

3. Any detached outbuilding constructed on any lot, except a shelter for domestic pets, shall have the same roof material and exterior trim and shall be the same color as the dwelling constructed on such lot. No more than one detached structure may be erected, placed or permitted, on any single lot.

4. The owner(s) of each dwelling shall provide adequate off-street parking for each motor vehicle owned or controlled by the occupants of such dwelling. Each dwelling shall have constructed in connection therewith a concrete slab driveway having a minimum width of sixteen (16) feet running from the entrance of the garage to the street, where the driveway shall be connected to the street through the use of appropriate sawcuts to the curb. Each dwelling shall have constructed a connecting concrete walk between the driveway and the front entrance. In each case where the curb is cut for installation of such driveway, the owner(s) shall be responsible concrete and other work necessary to blend the curb into the driveway in a manner acceptable to the Developer.

5. All utility service lines to each dwelling, including but not limited to electrical, television and telephone service, shall be located and constructed underground, and above ground television or radio antennas are prohibited without the express written consent of the Developer.

6. The resubdivision of any lot covered by these covenants, into smaller tracts for sale for the purpose of any building thereon is expressly prohibited without the prior written consent of the Developer.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision. 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 or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of such lot shall be maintained continuously by the owner of the lot, except for that maintenance for which a public authority or utility company is responsible.

8. No fences shall be constructed beyond the front line of the dwelling. Notwithstanding this general prohibition, a fence may be placed along the entire North boundary of the Subdivision or any portion thereof. Fences of barbed wire, chicken wire or hog wire are specifically prohibited. No fence shall be more than 6 feet in height from the ground level.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, salvage or inoperable automobiles. Trash, garbage or other waste shall not be kept except in a sanitary container. All equipment or container for the storage or disposal of such material shall be kept in a clean and sanitary condition at all times.

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

12. 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, under or in any lot. No derrick or other structure designed or used in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except as follows: Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose, and are not a nuisance to the neighborhood; provided further, however, that no more than two (2) dogs and/or two (2) cats shall be kept at any dwelling or on any lot and such pets shall at all times be restrained either by means of a pen or leash, and shall not be allowed to run at large.

14. All lots must be maintained in a presentable condition at all time and shall be kept mowed. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile, unused motor vehicles, or unsightly objects shall be allowed to be placed or to remain anywhere on the premises. In the event any owner of any property in the Subdivision shall fail or refuse to keep the premises free from weeds, underbrush, refuse piles, unused motor vehicles or other unsightly growths or objects, then the Developer may enter upon the lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal a lien shall arise and be created in favor of the Developer and against the owner's lot for the full amount chargeable to the lot and that amount shall be due and payable within 30 days after the owner is billed for it.

IN WITNESS WHEREOF, the said Paul Church and _____
have set their hands on this 2nd day of Dec., 1993.

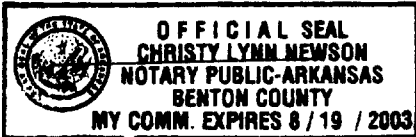
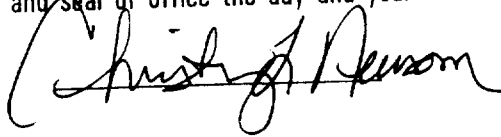


STATE OF ARKANSAS)
)ss.
COUNTY OF BENTON)

Before me, a Notary Public in and for said County and State, on this 2 day of December, 1998, personally appeared Paul Church, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires:



93 082925

EXHIBIT "A"

PIONEER WOODS PHASE II

LOTS 3-22 BLOCK 2 AND LOTS 3-22 BLOCK 3 GENTRY, ARKANSAS