

1002

PROTECTIVE COVENANTS FOR PRAIRIE CREEK PARK I

Lots 1 through 12 inclusive

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of Prairie Creek Park No. 1, described as follows:

Part of the Northeast Quarter (N. E. 1/4) of the Southwest Quarter (S.W. 1/4) of Section 3, Township 19 North, Range 29 West in Benton County, Arkansas, more particularly described as beginning at a point 403.20 feet West (N. 87°06'57" W.) of the Northeast Corner of said N. E. 1/4 of the S. W. 1/4.

thence S. 02°39'26" W. 380.08 feet;

thence N. 87°08'49" W. 321.45 feet to the East Right-of-way of Prairie Creek Access Road; thence with said Right-of-way N. 20°34'07" W. 26.67 feet;

thence N. 13°05'28" W. 68.96 feet;

thence N. 07°29'22" E. 50.71 feet;

thence N. 15°44'39" E. 83.73 feet;

thence N. 15°54'22" E. 100.05 feet;

thence N. 17°04'00" E. 61.71 feet; thence leaving said right-of-way S. 87°06'57" E. 289.17 feet to the Point of Beginning, containing 2.853 acres more or less and subject to the Right-of-way of Prairie Creek Access Road along the West and Prairie Creek Public Use Area along the North.

FILED FOR RECORD  
At 10:06 AM  
clock

NOV 15 1989

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, AR.

Do hereby establish and create the following covenants, which shall apply in their entirety to all the above property in said Prairie Creek Park I and shall be binding upon all heirs, successors, and assigns and which shall run with the land for a period of thirty (30) years from this date, at which time they shall automatically be extended for successive periods of ten (10) years, unless by a vote of the majority of the owners of the said lots it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or addition to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other suits from such violation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

COVENANTS

1. No building, trailer, tent, shack, or other out-building shall be moved onto or erected in this development, except during construction or as otherwise provided in these covenants.

R-3 John Ramsey  
1207 Linda Ln, Rogers AR 72756

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2. No noxious or offensive activities shall be carried upon any lot, nor shall anything be done there which may become an annoyance to the neighborhood.

3. No lot shall be used or maintained as a dumping grounds for rubbish, trash, garbage, or other waste. All other equipment for the storage or disposal of such material shall be maintained and operated in a clean and sanitary manner and in accordance with regulations of the City of Rogers, Benton County, and state and federal regulations.

4. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs or cats or other domestic household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and such animals shall be confined to the owners lot.

5. All motor homes, campers, boats, and trailers shall be parked on the west side of the parking lot.

6. No fences shall be erected upon said property, except as provided in paragraph 19.

7. Reasonable measures shall be taken to maintain a clear view of Beaver Lake for the common enjoyment of all lot owners. General maintenance and grounds maintenance shall include the removal of trees, where necessary, and the cost of tree removal shall be assessed as provided in Paragraph 11.

8. There shall be a six (6) foot setback requirement on the north side of Lot 2, 4, 6, 8 and 10 and there shall be a six (6) foot setback requirement on the south side of Lot 3, 5, 7, 9 and 11. However, the setback requirement does not apply to the common stairwells located between Lots 2 and 3, between 4 and 5, between 6 and 7, between 8 and 9, and between 10 and 11, and there shall exist a common stairwell easement for these lots. Zero lot clearance between Lots 1 and 2, between Lots 3 and 4, between Lots 5 and 6, between Lots 7 and 8, between Lots 9 and 10, and between Lots 11 and 12 is not prohibited.

9. No individual sewage disposal systems shall be permitted. There shall be a ten (10) foot access easement on the south side of Lot 1 and on the north side of Lot 12 and said access easement shall be for the purpose of maintaining utilities and the septic tank system. Each lot shall have a septic tank easement across all other lots for the purpose of maintaining the three (3) grouped septic tank systems. There shall be maintained a trash collection and pickup area on the south access easement and the north access easement.

10. The common ingress for all vehicle traffic shall be at the common entrance on the south side of the development, all traffic shall proceed one way north and the common egress shall be at the designated exit on the north side of the development.

11. The general maintenance and upkeep cost for the driveway, parking area, trash collection area, grounds maintenance, including pruning, trimming, or removal of trees, septic tank system and all cost associated with common use and enjoyment shall be divided evenly between the owners of each lot, with each lot being responsible for one-twelfth (1/12) of the total cost.

12. All lot owners shall have an ingress/egress easement across the common driveway area of this development.

13. No owner shall make or permit to be made any structural alteration, improvement or addition in or to his dwelling unit or in or to the exterior of the buildings or other common elements. The owner shall not do any act or work that would impair the structural soundness or integrity of the buildings, safety of the property or impair any easement without the written consent of seventy-five (75%) percent of all owners. No owner shall paint or decorate any portion of the exterior of the buildings or other common elements or any portion thereof in a manner substantially different from the original color and decorations without first obtaining written consent of seventy-five (75%) percent of the property owners.

14. All lots shall only be used for dwelling purposes, including all types of rental lodging.

15. The provisions of these covenants shall be liberally construed to effectuate the purpose of creating a uniform plan for development and operation of this development. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce that provision or any other provision hereof at any future time.

16. The provisions of these covenants may be amended by an instrument in writing, signed and acknowledged by owners holding seventy-five (75%) percent of the total number of lots, which amendment shall be effective upon recordation in the office of the Circuit Clerk, Benton County, Arkansas.

17. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

18. No signs, either permanent or temporary, of any kind, shall be placed or erected upon any property, except that USA-X, Inc., or its assigns may erect and maintain signs.

19. Easements for installation and maintenance of utilities, drainage, and septic tank facilities are reserved as shown on the recorded plat. No trees, incinerator structures, buildings, or similar improvements shall be grown, built, or maintained within the area of the utility easement. Except that fences/barriers to contain or conceal trash receptacles are not prohibited and signs identifying the development and developer are not prohibited.

20. Lien for Expenses and Maintenance. All lot owners are bound to contribute pro rata toward the expenses, maintenance and repair of the common elements and toward other expenses lawfully agreed upon, and such payments, if not paid when due, shall constitute a lien on the lot, including improvements thereon, owned by the delinquent owner and the lien shall accrue interest at the rate of ten (10%) percent per annum, compounded daily, until paid. In the event, the Agent must bring legal action to enforce or collect said lien then the delinquent owner shall be assessed reasonable attorney fees and costs.

21. Agent for Maintenance and Repairs. The developer shall be and remain the Agent of all lot owners in connection with maintenance and repairs of common elements of the development and shall have the right to bring any lawful action to enforce the lien provided above. In the event, the developer chooses to relinquish his right as Agent herein, then the lot owners shall by a majority vote appoint an Agent for maintenance and repairs. Each lot shall be allocated one vote.

IN WITNESS WHEREOF, these covenants are hereby executed this 14 day of November, 1989.

B. Sherman Price  
Sherman Price, President of  
USA-X, Inc.

Glenda Price  
Glenda Price, Secretary/Treasurer  
of USA-X, Inc.

STATE OF ARKANSAS  
COUNTY OF BENTON

Subscribed and sworn to before me this 14<sup>th</sup> day of November, 1989.

My commission expires  
8-19-94

Wikki L. Brende  
Notary Public