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FILED FOR RECORD
At 1:55 O'Clock P.M.

PROTECTIVE COVENANTS AND RESTRICTIONS

FEB 09 2000

SIMMONS SUBDIVISION

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK

CENTERTON, BENTON COUNTY, ARKANSAS

An addition to Centerton, Benton County, Arkansas;

KNOWN ALL MEN BY THESE PRESENTS, that PATSY, INC., as owner and subdivider of all lots in Simmons Subdivision, City of Centerton, Arkansas, hereby enters the following restrictive covenants with respect to said subdivision, hereby make the following declaration as to limitations, restrictions, and uses to which the lots constituting said addition may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of an limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified:

1. **Purpose:** All lots in Simmons Subdivision shall be used for single-family residential purposes only.

2. **Building Type:** No residence shall be constructed that is less than 1200 square feet of heated area, exclusive of garages and storage rooms, of which at least 1000 feet must be on the main level. All garages must be of size large enough to accommodate two vehicles or more. The front of the residence must be made up of 80% brick or larger.

3. **Lot Area and Width:** Lot areas and widths shall be shown on the recorded plat, and no residential lot shall be re-subdivided to two or more lots.

4. **Parking:** All residences must have two paved off street parking spaces and shall not be permitted to park off of designated driveways or parking pads. No overnight parking on City streets shall be permitted.

5. **Vehicles:** No boat, R.V., camper, untagged or off-road vehicle may be stored at any time on the lot. No vehicle maintenance shall be performed on the streets or on any lot.

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 the front of 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 or drainage channels in the easement, or which may obstruct or retard the flow of water toward or through drainage channels in the easement. Driveways permitted within the easement shall be constructed so as not to

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prevent any obstruction to the flow of water or any change in the area of each lot and all improvements in it shall be maintained continuously by the owners of the lot, except for 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 any commercial purposes. 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 pets are required to provide backyard fencing in accordance with acceptable fence requirements. All owners of pets will be held responsible for any damages resulting from pet.

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 lot at any time as a residence, temporarily or permanently.

10. **Antennas and Satellite Dishes:** No free standing antennas nor satellite dishes will be permitted.

11. **Basketball Goals:** No basketball goals or courts may be constructed on the front of any house or in the front of any house. Any basketball goal or like structure may only be constructed in a fashion deemed not to be unsightly by the Architectural Control Committee.

12. **Front Yards:** Fencing of front yards is prohibited, except that decorative wood or stone fencing of a maximum height of three (3) feet may be constructed upon approval by the Architectural Control Committee. Any fence located on any lot must be approved as to material, location, height, and width by the Architectural Control Committee 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. Front yards in front of the building line, including front porches, shall not be utilized for storage of any items. The only acceptable items shall be flower pots to complement landscaping and/or porch type furniture. All landscape additions to existing landscape must meet the approval of the Architectural Control Committee.

13. **Garages:** All garage doors must be kept closed when not

in-use. Garages may not be converted into living quarters.

14. **Exterior Lighting:** All exterior lighting must be approved by the Architectural Control Committee.

15. **Clothes Lines:** No permanent outdoor clothes lines are permitted.

16. **Lot Maintenance:** Owners of lots shall keep the same 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 A.C.C., any necessary maintenance may be contracted and charged to owner and if unpaid, will become a lien against premises until paid. Construction must be completed within six months from commencement.

17. **Offensive Activities:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood.

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 from the developer to an individual except for (1) "For Sale" sign may be placed in the front of the property within (10) ten feet from the curb. Such a sign will be of no larger than (3) three feet by (3) three feet square. Any "For Sale" sign must be removed within (10) ten business days from the date the property has sold. The developer reserves the right to remove any sign found to be obnoxious or unsightly due to shape, color, size, etc.

20. **Sight Distance at Intersection:** No fence, wall, hedge or shrub planting which obstructs sight lines at 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 ten feet from the intersection of a street property line with the edge of a driveway or alley pavement.

21. **Structural Additions:** All room additions, alterations, garages, carports, fences and other structures must first be approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and to location with respect to topography and finish grade elevation. Such approval authority shall remain with PATSY, INC., until such time as more than ninety (90%) percent of the lots have been sold

and the Committee has been duly elected as provided in the next paragraph hereof.

22. **Architectural Control Committee:** The Architectural Control Committee shall be composed of three members appointed by PATSY, INC. until ninety (90%) percent of the lots are sold. 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 nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After the initial term of officers, the then recorded majority owners of the lots of the entire subdivision shall have the power, through a duly recorded written instrument, to change the membership of the Committee and exercise its powers and duties.

23. **Covenants, Renewal or Changes:** These covenants shall run with the land and shall be binding on the present owners and all persons hereafter acquiring title in any manner to any part of the subdivision for a period of ten years from date, after which time said covenants shall be automatically renewed for successive periods of five years, unless at any time an instrument signed by the then owners of a majority of the lots shall be recorded, agreeing to change said covenants, in whole or in part.

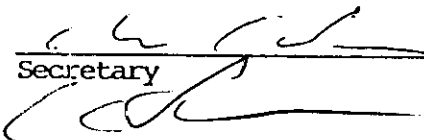
24. **Violations:** If any owner or occupant shall at any time, while these covenants are in effect, violate or attempt to violate any of these covenants, any other owner of any part of the addition may institute and prosecute an action of law or in equity against the persons violating or attempting to violate any covenant to prevent or terminate the violation, or to recover damages resulting from the attorney's fees and costs. Judicial or legislative action invalidating any one or more of these covenants shall not affect the remaining provisions which shall continue in full force and effect.

PATSY, INC.
Owner/Developer



President

Secretary



ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

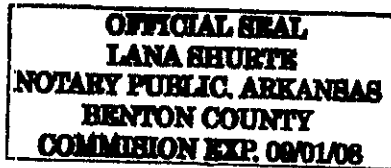
On this day personally appeared before the undersigned, a Notary Public, within and for the county and state aforesaid, duly qualified, commissioned and acting, Fatsy Simmons, Charles Simmons and _____ to me known to be and they stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my official seal this 9th day of February, 2000.

Lana Shurte
Notary Public

My Commission Expires:

09-01-08



**FIRST AMENDED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR SIMMONS SUBDIVISION
CENTERTON, BENTON COUNTY, ARKANSAS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, PATSY, INC., did execute and record those certain Protective Covenants and Restrictions for Simmons Subdivisions, City of Centerton, Benton County, Arkansas, recorded February 9th, 2000, in Microfiche Instrument No. 00-12188 of the Benton County real estate records, and,

WHEREAS, the undersigned are the owners of 51% or more of the lots in Simmons Subdivision; and,

WHEREAS, the undersigned have deemed it necessary and appropriate to amend said covenants pursuant to paragraph 23 thereof.

NOW, THEREFORE, the undersigned, as owner of 51% or more of the lots within Simmons Subdivision, Centerton, Benton County, Arkansas, do hereby amend said Covenants and Restrictions and declare as follows:

- 1. Paragraph 2 of said Protective Covenants and Restrictions is hereby modified to provide as follows:

Not less than eight percent (80%) of the exterior of all residences in Simmons Subdivision shall be of brick.

- 2. Except as herein modified the original Protective Covenants and Restrictions for Simmons Subdivision shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and corporate seal this 22 day of Sept, 2004.

PATSY, INC., owner of lots
25, 24, 23, 21, 20, 19, 17, 16, 15, 14, 13, 12, 11, 31

Sheila Maclean
owner of lot 2

BY: Patsy Simmons
PATSY SIMMONS, President

owner of lot _____

[Signature]
owner of lot 1

owner of lot _____

[Signature]
owner of lot 18

owner of lot _____

owner of lot ____

owner of lot ____

owner of lot ____

owner of lot ____

owner of lot ____

owner of lot ____

ACKNOWLEDGMENT

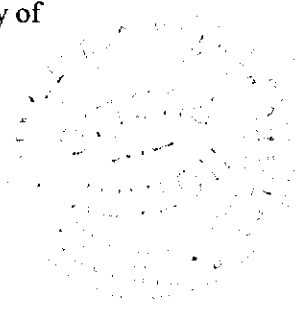
STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared Patsy Simmons, to me well known or satisfactorily proven to be President of PATSY, Inc., the party in the foregoing instrument and stated that she had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 28th day of Sept, 2004.

[Signature]

NOTARY PUBLIC



My Commission Expires: 2-1-2006

ACKNOWLEDGMENT

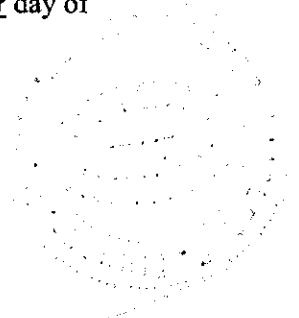
STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared Lawrence Thompson to me well known or satisfactorily proven to be the party in the foregoing instrument and stated that he / she had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 28th day of Sept, 2004.

[Signature]

NOTARY PUBLIC



My Commission Expires: 2-1-2006

