

FILED FOR RECORD
At 2:40 O'clock P.M.

PROTECTIVE COVENANT

FEB 14 1995

STATE OF ARKANSAS)
COUNTY OF BENTON) SS

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

THAT E. S. Coleman and Suellen Coleran, husband and wife and Charles F. Duffield and Donna Duffield, husband and wife, being the owners of the lands in SUN HAVEN ADDITION to the City of Siloam Springs, Benton County, Arkansas, according to the plat thereof as recorded and designated in Plat Record 20 Page 149 of the plat records on file in the office of the Circuit Clerk and Recorder of Benton County, Arkansas, desiring to establish and maintain the character of said sub-division as a residential neighborhood and maintain and protect the property value levels in said sub-division through the regulation of type, size and placement of buildings, lot sizes, reservation of easements, and prohibition of nuisances and other land uses that might affect the desirability of said sub-division as residential area, do hereby adopt the following protective covenants which shall apply to that part of the land in SUN HAVEN described as follows:

6-11-02
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Lots 1 through 18, Block 1, inclusive SUN HAVEN ADDITION to the City of Siloam Springs, Benton County, Arkansas.

1. No lot shall be used except exclusively for residential purposes, and any home occupations are specifically prohibited. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached duplex dwelling not to exceed two stories in height and private garage for not more than two cars. No trailers, mobile homes, tents, shacks or other outbuildings 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, either temporarily or permanently.
2. The ground floor heated living area on each side of all duplexes exclusive of porches, and garages shall be not less than 950 square feet for one-story duplexes nor less than 650 square feet on each side for duplexes of more than one-story. The exterior walls of all duplexes shall be of not less than 75% masonry construction of either rock, stone or brick, and the use of concrete blocks on duplexes is specifically prohibited; provided however, that the exterior walls may be without masonry construction if the material be used on the exterior walls is approved by the developer of this subdivision or his agent, and such approval placed of record. Each duplex shall have constructed in connection therewith, an attached one car garage. Any detached outbuilding constructed on any lot, except a shelter for domestic pets, shall be of the same design, shall have the same roof material and exterior trim, and shall have the same percentage of masonry construction for its exterior walls as the dwelling constructed on such lot. All roof materials of any dwelling unit shall be simulated shake design composition shingles. The roof pitch of any dwelling unit shall be a minimum 6-12. The roof color of any dwelling unit shall be Weatherwood or equivalent color.
3. The owners of each duplex shall provide adequate off-street parking for each motor vehicle owned or controlled by the occupants of such duplex. Each duplex shall have constructed in connection therewith a concrete slab driveway a minimum width of twenty (20) feet, running from the entrance of the garage to the street.
4. No building shall be located on any lot nearer to the front lot lines or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located on any lot nearer than eight (8) feet to the side lot line. No building shall be located on any lot nearer than twenty (20) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

Coleman & Co.
P.O. Box 487
S.S., AR 72761 371/2

5. The resubdivision of any lot covered by these covenants, into smaller tracts for sale for the purpose of construction of any building thereon, except for a garage or other outbuilding being constructed in connection with a dwelling located on an adjoining lot, is expressly prohibited.

6. No fences, except ornamental or decorative fences, shall at any time be erected or permitted to remain on any lot or along any lot line, and fences of barbed wire, chicken wire or hog wire are specifically prohibited. No fence shall be erected or permitted to remain on any lot nearer to the street than the minimum building setback line shown on the recorded plat.

7. Easements for installation and maintenance of utilities and for drainage facilities are reserved as shown on the recorded plat of said subdivision. Within these easements, no structures, 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 each lot shall be maintained continuously by the owner of the lot, except for that maintenance of which a public authority or utility company is responsible.

8. All utility service lines to each duplex, including but not limited to electrical, television and telephone service, shall be located and constructed underground, and above ground television or radio antennas are expressly prohibited.

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

10. Outside/on-site storage buildings of any type, whether permanent or portable are expressly prohibited from being placed or allowed to remain on any lot or portion of lot.

11. Any covered patio or deck constructed in connection with a single-family unit or a duplex unit must be erected with a roof of the same material as the roof of the adjacent dwelling unit and must be tied into the roof of the adjacent dwelling unit with the same gable/hip design and pitch of the roof of the dwelling unit to which it is attached.

12. Overnight on-street parking of any type or motor vehicle, trailer or equipment is expressly prohibited at all times.

13. Parking of motor homes, camper trailers, recreational vehicles, equipment trailers, utility trailers, cycle trailers, off-road vehicle trailers, snow mobile trailers, trucks, tractors or any other type of equipment is expressly prohibited at all times unless the same are concealed from view inside a garage.

14. The use of any porch, patio, yard, driveway, garage or dwelling unit for any type of bazaar, private offering, sale, silent auction sale, public auction sale, garage sale, rummage sale or sale of any type is expressly prohibited.

15. The use of the platted street or the use of any driveway or yard of any dwelling unit to repair, overhaul, service or perform work on any type of vehicle, whether motorized or not, or any trailer, machinery or equipment of any type is expressly prohibited at all times.

16. 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.

17. 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 for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

18. 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 provided that they are not kept, bred or maintained for any commercial purpose, and are not a nuisance to the neighborhood; provided further, however, that any pets kept by the occupants of any dwelling in said Addition shall, at all times, be restrained either by means of a pen or leash, and shall not be allowed to run at large.

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

20. No individual water supply or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements of the city and state public health authority, and approval of such systems as installed shall be obtained from such authority.

21. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Thirty (30) years from the date these covenants are recorded, 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; provided, however, the undersigned developers reserve the right to grant a waiver of any requirements of these covenants upon written request of a lot owner, until all of the 18 lots above described have been sold by the developers.


22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

23. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

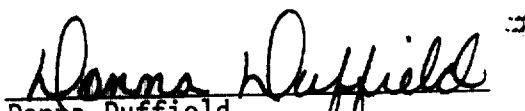
24. Construction on any dwelling or buildings in said subdivision shall be by a qualified contractor and workmanship, materials, harmony of exterior design with the existing structures, location, topography, and finished grade level shall be strictly considered and followed to the best advantage wherever practical. No dwelling shall be constructed on any lot unless the plans and specifications have been submitted for approval to E. S. Coleman, Developer, Siloam Springs, Arkansas or Charles F. Duffield, Developer, Siloam Springs, Arkansas. Developer shall either accept said plans and approve them or reject them and give the owner written notice of necessary corrections or changes, or reasons for rejection, within 30 days of their submission. Failure to so notify owner within 30 days shall constitute acceptance of said plans.

IN WITNESS WHEREOF, E. S. Coleman and Suellen Coleman, husband and wife and Charles F. Duffield and Donna Duffield, husband and wife; have executed this Agreement on this 23rd day of January, 1995.


E. S. Coleman


Suellen Coleman

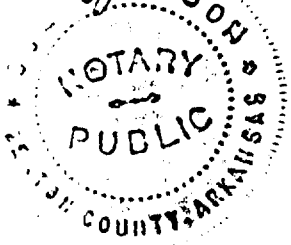

Charles F. Duffield


Donna Duffield

STATE OF ARKANSAS)
COUNTY OF BENTON) SS

On this 23rd day of January, 1995, came before the undersigned, a Notary Public within and for the county aforesaid, duly commissioned and acting, Charles F. Duffield and Donna Duffield, husband and wife, to me well known and stated that they had executed the foregoing Protective Covenants for the purpose and consideration therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 23rd day of January, 1995.



Lee Johnson
Notary Public

My Commission Expires:

4-7-02