



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 of 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 residence, 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 dwelling 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 six (6) 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.

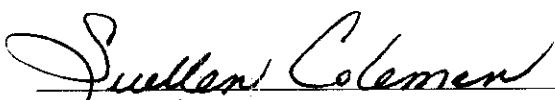
22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

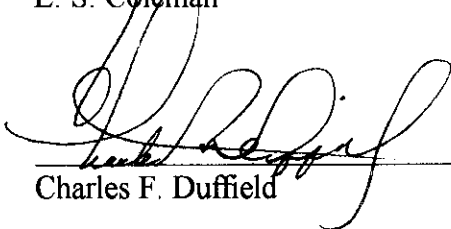
23. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

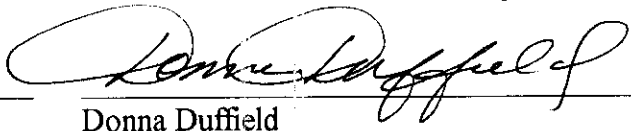
24. Construction on any dwelling or buildings in said subdivision shall be by a qualified contractor and workmanship, materials, harmony of exterior design with the existing structures, location, topography, and finished grade level shall be strictly considered and followed to the best advantage wherever 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 this 18<sup>th</sup> day of JUNE, 1998.

  
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E. S. Coleman

  
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Suellen Coleman

  
\_\_\_\_\_  
Charles F. Duffield

  
\_\_\_\_\_  
Donna Duffield

