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**Wagon Wheel Bend, AN ADDITION  
TO THE CITY Springdale, Benton COUNTY, Arkansas  
RESTRICTIVE COVENANTS AND BILL OF ASSURANCE**

These Restrictive Covenants and Bill of Assurance ("**Covenants**") for **Wagon Wheel Bend**, an Addition to the City of Springdale, Benton County, Arkansas are made by the property owner and Spring Creek Rentals, LLC who is hereinafter referred to in these Covenants as the Developer.

The legal description for the said Subdivision is more particularly described on Exhibit "A" attached hereto and a plat of the Addition is set out on Exhibit "B" attached hereto. These Covenants shall run with the land for the period of time hereinafter set out and shall be binding upon all purchasers of lots in the Addition. These Covenants are for the benefit of and are limitations upon all future owners in the Subdivision and have been designated as such in order to provide for the orderly development of the Subdivision and for the purpose of making the Subdivision desirable, uniform, and suitable for the uses herein specified.

These Covenants shall be binding upon all parties and all persons claiming under them through November 30, 2038, at which time they shall be automatically extended for an additional ten (10) years, unless by vote of at least two-thirds of the then owners of the lots in the Addition (the term "lots" being defined herein), it is agreed that these Covenants should be changed, amended, or terminated in whole or in part. The provisions contained in these Covenants may be changed or amended at any time in accordance with Article XIV, Section 3, herein.

It shall be lawful for the Developer, Wagon Wheel Bend Property Owners Association, an Arkansas non-profit corporation (hereinafter referred to as the "**Association**"), the City of Springdale, Arkansas (the "**City**"), or any other person or persons owning a lot in the Addition to initiate proceedings at law or in equity against parties or persons violating or attempting to violate any of these Covenants and to recover damages for such violations. The Association and/or any owner of lots situated in the Addition, either individually or collectively may also exercise any rights reserved hereunder to the Developer. The invalidation of any one or more of these Covenants by a court order shall not invalidate any of the other provisions which shall remain in full force and effect.

**ARTICLE I**

### **Concepts and Definitions**

The following words, when used in these Covenants or any amendments or supplements thereto (unless the context shall otherwise clearly indicate or prohibit), shall have the respective concepts and meanings set forth below.

**"Addition"** shall mean and refer to the property described in Exhibit "A" and as reflected on the plat set out on Exhibit "B" and any additions or amendments thereto.

**"Architectural Control Committee"** or **"Committee"** shall mean and refer to the three (3) individuals or business entities selected by the Developer until such time as 90% of lots are built upon and are occupied within the Subdivision, at which time the Committee may resign and three (3) members shall be elected by the Association at a specially called meeting held for that purpose. Each member of the Committee shall be generally familiar with residential and community development design matters and knowledgeable about the Developer's concern for a high level of taste and design standards within the Subdivision. Other matters pertaining to the governments and administration of the Committee is set forth in these Covenants.

**"Association"** shall mean and refer to the entity which will have the power, duty, and responsibility for maintaining, administering, and enforcing, these Covenants and collecting and disbursing the assessments and charges hereinafter prescribed. The Association shall be chartered and shall function as a non-profit corporation under the name of "Wagon Wheel Bend Property Owners Association", for the purposes set forth herein.

**"Board" or "Board of Directors"** shall mean and refer to the Board of Directors of the Association elected in accordance with the provisions of the articles of incorporation and by-laws of the Association.

**"City"** shall mean the City of Springdale, Benton County, Arkansas.

**"Common Properties"** shall mean and refer to any and all areas of land together with all improvements located therein within the Subdivision which are known, described, or designated as common areas, community trails, and landscape easements and utility easements along the roadways on any recorded plat of the Subdivision or intended for or devoted to the common use and enjoyment of the members of the Association. If appropriate, the Association shall hold such title to the Common Properties as shall be consistent with the objectives envisioned herein and subject to the easement rights herein of the members to use and enjoy the Common Properties. The Developer reserves the right to effect minor redesigns or reconfigurations of the Common Properties and execute any open space declarations applicable to the Common Properties.

"Developer" shall mean and refer Spring Creek Rentals, LLC, an Arkansas limited liability company, and its successor(s) and assign(s).

"Lot" or "lot" shall mean and refer to any plot or tract of land which is designated as a lot on the plat which is attached hereto and labeled Exhibit "B". The term "lot" as used in these Covenants shall be deemed to refer to any real property or space reflected on the plat and within which a dwelling unit may be legally constructed.

"Member" or "member" shall mean and refer to each owner of a lot.

"Owner" or "owner" shall mean and refer to each and every person or business entity who or which is a record owner or subsequently becomes a record owner of a fee or undivided fee interest in any lot in the Addition. If more than one person or entity owns an interest in a lot, then the voting right and membership shall be divided among the parties as they see fit.

"Subdivision" shall include and mean and refer to all Additions or Phases developed within Wagon Wheel Bend.

## ARTICLE II

### Membership and Voting Rights in the Association

**Section 1. Membership.** Every owner of a lot shall automatically be, and must remain, a member of the Association in good standing.

**Section 2. Voting Rights.** The Association shall have 1 class of membership for purposes of voting. There shall be a proposed total of one vote for each lot developed within Wagon Wheel Bend subdivision. The owner of each lot (regardless of how many persons or entities own an interest in the lot) shall be entitled to 1 vote, with the exception that the Developer shall have four (4) votes per lot as long as the Developer has ownership in the Subdivision.

**Section 3. Quorum, Notice and Voting Requirements.** The quorum, notice, and voting requirements of and pertaining to the Association are set forth within the articles of incorporation and by-laws of the Association, as the same may be amended from time to time. Subject to the provisions of Section 2 above and any other provision to the contrary set out in these Covenants, any action by or on behalf of the Association may be taken with the assent given in writing and signed by members who collectively hold or control a majority of the outstanding votes of the Association.

## ARTICLE III

### Property Rights in the Common Properties

**Section 1. Members' Easements of Enjoyment.** Subject to the provisions of Section 3 of this Article, every member and each individual within a member's family shall have a non-exclusive right and easement of use, recreation, and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of each respective lot, PROVIDED, HOWEVER, such easement shall not give such person (excluding the Developer and the Association), the right to make alterations, additions or improvements to the Common Properties. Notwithstanding the foregoing, all designated Drainage Easements on the plats which are also Common Properties shall be properly maintained and drainage obstructions shall not be allowed within the easement.

**Section 2. Title to the Common Properties.** If appropriate and as permitted by the City, the Association shall hold such title to the Common Properties for an indefinite period of time, subject to the easements set forth in Section I of this Article as is necessary to accomplish the purposes and effects of these Covenants. The Association shall have the right to design, redesign, reconfigure, alter, improve, landscape, and maintain the Common Properties. Notwithstanding the foregoing, all designated Drainage Easements on the plats which are also Common Properties shall be properly maintained and any improvements or revisions shall be approved by the City.

**Section 3. Extent of Members' Easements.** The rights and easements created hereby shall be subject to the following provisions:

(A) The Board shall prescribe reasonable regulations and policies governing, and to charge fees and/or deposits related to, the use, operation, and maintenance of the Common Properties and all lots.

(B) The Board, on behalf of the Association, may enter into and execute contracts with any party for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association and/or these Covenants.

(C) The Board shall suspend the voting rights of any member and suspend the right of any member to use or enjoy any of the Common Properties for any period during which any assessment (including without limitation "fines") against a lot resided upon by such member remains unpaid, and otherwise for any period deemed reasonable by the Board for any infraction of the then existing rules and regulations.

(D) The Board, on behalf of the Association, may dedicate or transfer all or any part of the Common Properties to any municipal corporation, county government, political

subdivision, public agency, governmental authority, or utility for such purposes and upon such conditions as may be agreed to by the Board.

## ARTICLE IV

### Covenants for Assessments

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The owner of any lot, by acceptance of a deed therefor, whether from the Developer or some subsequent grantor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the lot), to pay to the Association the following matters:

(A) Regular assessments or charges for maintenance, taxes and insurance on the Common Properties may be needed to maintain the Common Properties.

(B) Special individual assessments levied against individual lot owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual owner, his or her family, guests or invitees, and not caused by ordinary wear and tear.

(C) Assessments and fines levied against individual lot owners for violation of rules and regulations pertaining to the Association and/or the Common Properties.

The regular, special group, and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made and shall also be the continuing personal obligation of the then existing owner of such lot at the time when the assessment fell due.

**Section 2. Purpose of Assessments.** The assessments levied by the Board on behalf of the Association shall be used exclusively for the purposes of: (i) enhancing the natural environment, appearance, and beauty of the Subdivision; (ii) maintaining common properties and assuring unencumbered drainage flow across common areas that serve as drainage easements; (iii) promoting the health, recreation, safety, and general welfare of the residents of the Subdivision; and (iv) repairing, maintaining, and renovating those portions of the Subdivision set aside on private trail ways, landscaped amenities and dedicated park areas.

**Section 3. Basis and Amount of Regular Maintenance Assessments.**

(A) The Board shall determine the regular base assessments for each of the lots at least annually. Each lot (except with regard to special individual assessments) shall be assessed the same amount and in an equal uniform manner.

(B) The Board shall give notice to all members at least 30 days in advance of January 1<sup>st</sup> of each year, the date all regular or special assessments are due. Initially the due date for the regular assessments shall be January 1 of each year with the first year being January 1, 2014 and all regular assessments considered late and subject to late charge effective March 1, 2014. Each owner shall be assessed an annual membership fee, due and payable to the Association on the first day of January each year, with the first such assessment being prorated and paid at closing according to time of conveyance of a Lot. Regular dues shall be assessed at \$100.00 per year. All regular base assessments shall be collected in advance. The due date of any other assessments or special assessment under Sections 3 and 4 hereof, shall be fixed in a resolution by the Board authorizing such assessment.

**Section 4. Special Group Assessments.** In addition to the regular assessments authorized by Section 3 hereof, the Board may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement in the Subdivision.

**Section 5. Rate of Assessments.** Except as noted herein, regular and special group assessments shall be fixed at a uniform rate for all lots owned by members. Should a special assessment be determined necessary by the Board, the rate of assessment shall be equal for all lots. The failure to pay the assessment by the owner of a lot within the required time period shall constitute a lien only against the lot assessed.

**Section 6. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; and Remedies of Association.**

(A) If any assessment or fine or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with any late charge and interest thereon at the maximum rate allowed under applicable law and costs of collection thereof, thereupon become a continuing debt secured by a self-executing lien on the lot of the non-paying owner which shall bind such lot in the hands of the owner and owner's heirs, executors, administrators, devisees, personal representatives, successors, and assigns. The Board shall have the right to reject partial payments of an unpaid assessment and demand the full payment thereof. The personal obligation of the then-existing owner to pay such assessment, however, shall

remain the owner's personal obligation and shall not pass to owner's successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale or assignment of a lot and shall continue in full force and effect. No owner may waive or otherwise escape liability for any assessment provided herein by non-use of the Common Properties or abandonment of the lot.

(B) The Board may also give written notification to the holder(s) of a mortgage on lot of a non-paying owner of such owner's default in paying any assessment when such default has not been cured within 30 days of the original date due, provided that the Board has, theretofore, been furnished in writing with the correct name and address of the holder(s) of such mortgage and a request to receive such notification.

(C) The Board may, at its election, retain the services of an attorney to review, monitor and/or collect unpaid assessments and delinquent accounts, and there shall also be added to the amount of any unpaid assessment or to any delinquent account any and all attorneys' fees and other costs of collection incurred by the Association.

**Section 7. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first mortgage or deed of trust now or hereafter placed upon the lots subject to assessment.

## ARTICLE V

### **General Powers and Duties of the Board of Directors of the Association**

**Section 1. Powers and Duties.** The affairs of the Association shall be conducted by its Board of Directors (sometimes referred to as the "Board").

(A) The Board, for the benefit of the Association, the Subdivision, and the owners, may provide and may pay for, out of the assessment fund(s) provided for in Article IV above, any or all of the following:

(1) Care, preservation and maintenance of the Common Properties and the furnishing and upkeep of any desired personal property and fixtures for use in or on the Common Properties;

(2) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges), if any, which pertain to the Common Properties only;

(3) The services of any person or firm (including the Developer and any affiliates of the Developer) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager hired by the Board;

(4) Legal and accounting services; and

(5) Any other materials, supplies, equipment, labor, services, maintenance, repairs, structural alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of these Covenants or which in its opinion shall be necessary or proper for the operation or protection of the Association and the Subdivision or for the enforcement of these Covenants.

(B) The Board shall have the following additional rights, powers and duties:

(1) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

(2) To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association; and

(3) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time.

**Section 2. Maintenance Contracts.** The Board shall have full power and authority to contract with any owner (including, without limitation, the Developer) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interests of the Association.

**Section 3. Liability Limitations.** No member or the directors and officers of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association or otherwise. The Developer or the Association, its directors, officers, agents, or employees, shall not be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof or for failure to repair or maintain the same.



**Section 4. Reserve Funds.** The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses.

## ARTICLE VI

### Use and Division of Lots

No lot may be divided or split. The Subdivision (and each lot situated therein) shall be constructed, developed, occupied and used as follows:

**Section 1. Residential Lots.** All lots within the Subdivision shall be used, known and described as residential lots. Only 1 single family residential dwelling consisting of not less than 1250 square feet under roof shall be permitted on each lot. In addition, only customary and usual necessary structures may be constructed on each lot as may be permitted by the City. No building or structure intended for or adopted to business purposes shall be erected, placed, permitted or maintained on any lot. This covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade, or profession within the Subdivision, and/or within any lot. The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations, and ordinances of the City or any other governmental authority or political subdivision having jurisdiction over the Subdivision.

**Section 2. Residential Purposes.** By acquisition of any lot within the Subdivision, each owner (excluding bona fide home- builders) covenants with and represents to the Developer and to the Association that the lot is being specifically acquired for the specific and singular purpose of constructing and using a single-family residential dwelling thereon or as a residence for such owner and/or owner's immediate family members.

**Section 3. Minimum Square Footage.** Each single-family residence constructed on a lot shall contain at least the minimum square footage heated and cooled finished space as set forth in Section 1 above.

## ARTICLE VII

### Easements

**Section 1. In General.** Other than primary service in the Subdivision and within platted easements, there shall be no above- ground service for utilities except those lines or poles that shall be approved, in writing by a majority vote of the Board. The owner of

each lot shall be responsible for the protection of underground facilities located on his or her lot and shall prevent any alteration of grade or construction activity which may interfere with said utility lines.

**Section 2. Utility Easements.** Underground service cables to all residences which may be located in the Subdivision shall run from the nearest service pedestal to the point of use and upon the installation of such service cable to a particular residence, the supplier of service shall thereafter be deemed to have an effective right of way easement covering a 5 foot strip extending 2.5 feet on each side of the service cable from the service transformer to the service entrance to the residence. This easement shall also be available to all of the suppliers of public utilities and quasi-public utilities.

**Section 3. Gas Lines.** For gas meters and gas lines to the structures in the Subdivision, all yard lines will be plastic pipe of the size and material approved by the public utility servicing the Subdivision and an approved tracer wire will be installed in the trench with the plastic pipe and attached to the meter eyes in accordance with the public utility specifications. No yard line will be installed under concrete or asphalt except in a casing approved by the public utility. All gas meters shall be installed within 5 feet of the corner of the lot of the residence it services and may not be located in any portion of the front of the residence.

**Section 4. Drainage Easements / Common Property Lot 25** Maintenance for drainage easements or drainage facilities WITHIN COMMON AREA LOT 25, including shall be the responsibility of the Wagon Wheel Bend Property Owners Association. Maintenance of drainage swales within easements shall be the responsibility of the home owners who own the lots where the easements exist.

**Section 5. Approval of Easements.** No portion of any lot shall be used for a driveway or passageway or easement of any type to service or benefit property or owners of property adjoining Wagon Wheel Bend subdivision unless such usage is approved by two-thirds (2/3) of the voting members of the Association and the Developer.

## ARTICLE VIII

### Architectural Control Committee – Approval Of Plans, Control of Development Activities And Architectural Requirements

**Section 1. Submission of Plans.** In order to maintain a beautiful and pleasing setting in the Subdivision, two (2) sets of all building and site improvement plans and specifications must be submitted to the Committee for its approval prior to the

commencement of construction. The Committee shall act to enforce the requirements of these Covenants in a reasonable manner. The Committee has the authority to maintain the architectural conformity of the Subdivision and, in consideration thereof, shall determine that the proposed construction shall not detract from the development and shall enhance the purpose of the development to provide a beautiful and pleasing setting in the Subdivision. The Committee shall consider such matters as the proposed square footage, location, materials, exterior style and landscaping, etc. The Committee will adopt rules or by-laws explaining the mechanics of its operation and providing for a twenty-one (21) day maximum time within which plans must be reviewed and approved or disapproved after submission and, if not approved or disapproved in that period, that the same shall be considered as automatically approved.

**Section 2. Minimum Square Footage.** The minimum square footage for any single family home constructed on a lot within the Addition shall be 1250 square feet under roof.

**Section 3. Architectural Requirements**

- a) Each dwelling shall front a dedicated public street.
- b) No building shall be located closer to the street than the minimum building or setback lines shown on the recorded plat.
- c) The exterior of all dwellings shall be of a maintenance free material.
- d) All exposed foundation or stem walls shall be of brick, stone, poured concrete or stucco. No concrete blocks, or any other foundation will be exposed.
- e) All residences shall have composition shingles for roof covering.
- f) All residences shall have a minimum roof pitch of roof pitch of 5:12.
- g) All driveways and walkways to be concrete only. NO colored concrete allowed and shall meet the local regulatory requirements.
- h) Builder to construct sidewalks along all dedicated streets per City requirements.
- i) All lawns to be sodded with Bermuda grass at front and sides at a minimum.
- j) All trees to be properly planted on lots per the City landscaping requirements.

**Section 4. Additions to Existing Structures.** All additions shall conform to the basic styling and materials of the dwelling. All additions shall fall within the building setbacks on said lot and shall not be placed over any drainage or utility easement. All improvements shall be constructed in accordance to applicable city codes, rules and regulations.

**Section 5. Surface Drainage.** Each Lot shall receive and drain, in an unobstructed manner, the storm and surface waters from Lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the

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drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by The City of Springdale.

**Section 6. Garage and Detached Structures and Storage Buildings.** All residences constructed in the Addition shall have a private garage to accommodate a minimum of one (1) automobile. No carports are allowed on the side, rear or front yard of any lots. Each garage shall be fully enclosed and contain a full length overhead style door. All garage doors are to be kept closed when not entering or exiting the garage. Any detached structure to be built on a lot, such as a covered entertainment area, guest house, pool house, storage building or other structure, shall conform to the basic styling and materials of the dwelling.

Pre-built Storage Buildings are allowed per the following requirements:

- a) They must be located in the backyard and shall not encroach on any utility, access or drainage easements.
- b) The maximum size shall be 96 square feet.
- c) No building shall be in excess of 8 feet wide, 12 feet long and 8' in height.
- d) If the building is of metal construction, the peak of the roof must be 6 feet or under including the foundation, if any, and the building shall not be visible above the privacy fence.
- e) Out buildings exceeding 6 feet in height must be constructed of the same exterior wall and roof material as the house.

**Section 7. Temporary Structures.** No trailer, mobile home, tent, construction shack, or other out building shall be erected on any lot in the Addition except for temporary use by construction contractors for a reasonable period of time as set forth in Article VIII, Section 7.

**Section 8. Fences.** No fence shall be constructed on any said lot in the area between the front building line of any dwelling and the front lot line of any said Lot. No fence on a corner lot shall be constructed beyond the side setback line toward the street except for the community entry. Any privacy fence shall be constructed so that the framing shall be toward the inside of the Owner's Lot. All fences shall be 6' wood privacy fencing: chain link fences, wire, hog wire, or similar materials are prohibited. All parts of fences which face the street shall be constructed of wood shadow boxes, ornamental metal, masonry, vinyl or combination thereof. The maximum height of any fence within the subdivision shall six (6) feet.

**Section 8. Mailboxes** All mailboxes shall be approved by the United States Postal Service. The type of construction shall be consistent with a design established by the Developer

**Section 9. HVAC Apparatus.** No air conditioning/heating apparatus shall be installed in a window of a residence or added to a wall of a residence.

## ARTICLE IX

### No Offensive Trade or Activity

No obnoxious or offensive trade or activity including the discharge of firearms or fireworks shall be permitted on any lot, nor shall any activity be undertaken on any lot that shall become an annoyance or nuisance to the neighborhood. Home occupations in which customers or suppliers travel to or from a residence in the Subdivision are prohibited. The development of minerals of any kind or nature, is prohibited within the Subdivision; provided, however, underground hydrocarbon minerals may be captured by wells located outside of the Subdivision.

## ARTICLE X

### Animals

**Section 1.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot in the Subdivision for commercial purposes. No animals, livestock, or poultry may be raised, bred, or kept on any lot for any other purpose without the approval of the Board, which approval, when granted, must be renewed in writing by the Board, within 3 years from the date of first approval. If the Board fails to approve the renewal, then the owner must remove the animals, livestock, or poultry within 30 days of the expiration of the approval.

**Section 2.** Notwithstanding the provisions set forth in Section 1 above, dogs, cats, or other common household pets may be kept or raised on a lot, provided they are not kept, bred, or maintained for commercial purposes, and they are not obnoxious or offensive. In the pen, cage, kennel, shelter, run, track, or other building, structure, or device directly or indirectly related to animals (including dogs, cats, household pets, or otherwise) which can be seen, heard, or smelled by any other lot owner must be approved by the Committee. Animals classified as exotic animals shall not be allowed. For purposes of this Section, "domesticated household pets" means dogs, cats, hamsters, gerbils, rabbits, canaries or other birds, ferrets and the like normally kept as pets. All domesticated household pets must be confined at all times within the interior of the Home, fenced in yard area or on a leash under the direct supervision and control of the Owner. Pet owners are required to immediately clean up after their pet. It is the owner's responsibility to insure their pet is a good neighbor. Owners shall prevent their

domesticated household pets from barking and from making loud or raucous noises to the disturbance of other Owners and meet all city, county and state laws. Violations of this provision may be brought before the Board, and, after considering the same, the Board may order the violation to cease or be remedied in some fashion. The failure to heed the Association's directive shall result in a lien being filed against the property and the Board being able to take such other legal and/or equitable action as it deems necessary and proper.

## ARTICLE XI

### Control of Development Activities

**Section 1. Parked Vehicles** All vehicles parked in the front of the front building line must be parked on the driveway. No inoperative vehicles of any nature shall be permitted to remain on any said Lot or Lots for a period in excess of one day. It is the intention of the Developer that, except on special occasions such as holidays or a get together at an Owner's residence that all parking shall be in driveways and not on a street or on the yard. Accordingly, no vehicle shall be parked on the street for more than two (2) consecutive days and shall not be parked overnight on a street. Any violation of this section shall result in a towing of the vehicle at the owner's expense per municipal regulations. Automobiles, trucks, obsolete vehicles or machines no longer in service shall not be allowed to remain on the Lot for more than two (2) consecutive days. No vehicle maintenance shall be performed on the streets or in the front yards or on parking pads of any Lot. No commercial vehicle, semi trailer trucks, delivery vans or commercial utility vehicles can be parked on a street at any time, except for the purpose of making a delivery or temporary repairs or maintenance for a Lot or dwelling in the Subdivision

**Section 2. Appearance of Lot.** All owners shall be required to keep their lot in a clean and sanitary condition whether or not they have constructed a residence on the Lot. All open areas on lots shall be kept mowed to a height of not more than eight inches. The Board shall promulgate rules and regulations regarding the maintenance of lots and adequate enforcement mechanisms in the event a lot is not properly maintained.

**Section 3. Recreational Vehicles and Accessories.** No boats, trailers, recreational vehicles and vehicles used for recreational purposes are allowed in the Addition unless they will fit entirely into a private garage or within a fenced rear yard. If parked in the rear yard, the vehicle must be screened from the street.

**Section 4. Storage of Construction Materials.** Construction materials may only be stored on a lot for thirty (30) days prior to the commencement of construction.

Thereafter, construction is to be completed within a reasonable period of time. The Developer shall be allowed to store materials on a lot in an orderly fashion for up to 90 days prior to construction.

**Section 5. Garbage; Dumping.** Dumping is prohibited in the Subdivision. All trash, garbage or other waste shall be kept in sanitary containers that shall be located at the rear of each residential unit or in closed garages. All lots shall be maintained in a neat and orderly condition at all times.

**Section 6. Satellite Dishes, Antenna, Aerial and Other Devices.** Satellite dishes cannot exceed 24 inches in diameter unless screened from the street. No satellite dishes shall be permitted in the front yards nor shall any satellite dish be mounted on the front portion of any residence. All antenna or other types of aerial transmitting or receiving devices (including without limitation, radio or television transmitting or receiving antenna) shall be pre-approved by the Committee. The approval of antenna may be denied if the antenna or other receiving device would impede the view or otherwise detract from the overall image of the Addition.

**Section 7. Model Home and Construction Facilities.** Model homes for the purposes of home sales are permitted by the developer. The garages of model homes may be used as sales offices. One trailer or temporary building may be located on a residential lot by the Developer and used as a construction office until the subdivision reaches 98% occupancy.

## ARTICLE XII

### Motorized Recreation Vehicles

Motorized recreational vehicles including, but not limited to, motorbikes, motorcycles, scooters, mopeds, trail bikes and any other similar mechanical device emitting noise, smoke or other environmental pollutants shall not be operated within the Subdivision except for the sole and exclusive purpose of ingress and egress to and from lots. The roadways within the Subdivision shall not be used by such vehicles for recreational purposes. The purpose of this restriction is to reduce noise and other pollution so as to permit maximum enjoyment of the surroundings in the Subdivision. This restriction shall not apply to equipment normally used for lawn or garden maintenance so long as said equipment is operated in the ordinary and usual manner intended.

## ARTICLE XIII

## **Signs**

Unless approved in writing by the Committee, signs shall be prohibited on all lots except that one (1) sign, not exceeding six (6) square feet in size, advertising a particular lot for sale shall be permitted. Signs advertising the leasing or rental of property are permitted provided they do not exceed four (4) square feet and are displayed through a window from the inside of the residence. No rental or leasing signs of any type may be displayed on the lawn of any lot. All signs must comply with applicable city ordinances. Unless approved in writing by the Committee, signs shall be prohibited on all lots except that 1 sign, not exceeding 6 square feet in size, advertising a particular lot for sale shall be permitted and during construction and marketing of homes and/or lots, builders may display signs for marketing purposes.

## **ARTICLE XIV**

### **Enforcement, Validity, Amendments and Miscellaneous Provisions**

**Section 1. Enforcement.** Enforcement of these Covenants may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by the Covenants; but failure by the Developer or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party.

**Section 2. Validity.** Violation of or failure to comply with these Covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any lot. Invalidation of any one or more of these covenants and restrictions, or any portions thereof, by a judgment, decree, or court order shall not affect any of the other provisions or covenants herein contained which shall remain in full force and effect. In the event any portion of these Covenants conflict with any ordinance or regulation promulgated by a governmental authority, then the governmental provisions shall control.

**Section 3. Amendments.** Any and all of the provisions contained in these Covenants may be changed or amended at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the record owner of at least one (1) Lot or alternatively, the covenants and restrictions may be amended or terminated at any time by written instrument signed and acknowledged by the owners of sixty percent (60%) of the Lots. In the event of any conflict between an



amendment or termination properly executed by the Owner/Developer (during its ownership of at least 1 Lot) and any amendment or termination properly executed by the owners of sixty percent (60%) of the Lots, the instrument executed by the Owner/Developer shall prevail during the time of the Owner/Developer's ownership of at least one (1) Lot. The provisions of any instrument amending or terminating covenants and restrictions shall be effective from and after the date it is properly recorded.

**Section 4. Headings.** The headings contained in these Covenants are for reference purposes only and shall not in any way affect the meaning or interpretation of the provisions set out herein. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa; unless the context requires otherwise.

**Section 5. Notices to Member/Owner.** Any notice required to be given to any member or owner shall be deemed to have been properly delivered when deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as the member or owner on the records of the County at the time of such mailing.

**Section 6. Disputes.** Matters of dispute or disagreement between owners with respect to interpretation or application of the provisions of these Covenants shall be determined by the Developer. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all owners.

9/27/2013  
COMMISSIONER EXAMINED  
COMMISSIONER No. 15372  
BENTON COUNTY  
YIMDUC MOTHEB  
BAGHAKRA LOUBA YPATHEB  
EQUITY PUBLIC BANKERS  
LLOYD D. YOUNG  
OFFICIAL SEAL

IN WITNESS WHEREOF, Spring Creek Rentals, LLC, being the Developer herein, has caused this instrument to be executed by its Operating Manager, as of this 17<sup>th</sup> day of September, 2013.

**"DEVELOPER"**

Spring Creek Rentals, LLC

By:   
Operating Manager

**ACKNOWLEDGMENT**

STATE OF *Arkansas*)

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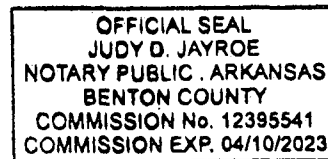
COUNTY OF *Benton*)

On this the 27<sup>th</sup> day of Nov., 2013, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within-named Koko Rumbel and \_\_\_\_\_ to me personally well known, who stated she was the Operating Manager of *Spring Creek Rentals*, an *Arkansas* limited liability company and she was duly authorized in this capacity to execute the foregoing instrument for and in the name and behalf of the said company, and further stated and acknowledged that she had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 27 day of Nov, 2013.

  
Notary Public

My Commission Expires:  
04/10/2023



**EXHIBIT "A"**

**Legal Description**

(An attachment to and an integral portion of the Declaration of Covenants, Conditions and Restrictions for Wagon Wheel Bend Subdivision being more particularly described as follows:

**SURVEY DESCRIPTION**

Parcel #: 21-00167-237

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE SOUTH 87°05'53" EAST 167.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11°28'15" EAST 139.14 FEET; THENCE SOUTH 14°00'15" WEST 37.29 FEET; THENCE SOUTH 26°04'49" WEST 320.11 FEET; THENCE ALONG THE APPROXIMATE CENTER OF SPRING CREEK THE FOLLOWING: SOUTH 39°32'59" EAST 104.68 FEET; THENCE SOUTH 26°14'12" EAST 116.60 FEET; THENCE SOUTH 19°41'05" EAST 147.80 FEET; THENCE LEAVING SPRING CREEK NORTH 62°40'14" EAST 559.78 FEET; THENCE NORTH 52°00'04" EAST 343.17 FEET; THENCE ALONG THE APPROXIMATE CENTER OF WAGON WHEEL ROAD NORTH 37°40'50" WEST 361.66 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 87°05'53" WEST 67.83 FEET; THENCE SOUTH 58°38'15" WEST 48.76 FEET; THENCE SOUTH 85°00'06" WEST 83.53 FEET; THENCE SOUTH 76°29'13" WEST 67.39 FEET; THENCE NORTH 72°52'18" WEST 235.92 FEET; THENCE NORTH 87°05'53" WEST 109.13 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF WAGON WHEEL ROAD ALONG THE NORTHEASTERLY SIDE OF THE PROPERTY AND SUBJECT TO ANY OTHER EASEMENTS OF RECORD OR FACT.

Benton County, AR  
I certify this instrument was filed on  
12/17/2013 10:50:44AM  
and recorded in DEED Book  
2013 at pages 68305 - 68323  
Brenda DeShields-Circuit Clerk