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FILED FOR RECORD
At 2:25 O'Clock P M

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS JUL 08 1996

WESTFIELD SUBDIVISION

SUE HODGES
Clerk and Recorder

An addition to Gravette, Benton County, Arkansas, the following described Property situated in Benton County, Arkansas to-wit, herein called the Property:

A PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 20 NORTH, RANGE 33 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF SAID SW 1/4 OF THE SE 1/4; THENCE NORTH 89 DEGREES 15 MINUTES 04 SECONDS EAST 635.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 15 MINUTES 04 SECONDS EAST 50.00 FEET, THENCE SOUTH 00 DEGREES 16 MINUTES 55 SECONDS EAST 214.50 FEET, THENCE NORTH 89 DEGREES 15 MINUTES 04 SECONDS EAST 156.00 FEET, THENCE SOUTH 00 DEGREES 16 MINUTES 55 SECONDS EAST 170.00 FEET, THENCE NORTH 89 DEGREES 15 MINUTES 04 SECONDS EAST 300.00 FEET, THENCE NORTH 00 DEGREES 23 MINUTES 19 SECONDS WEST 184.49 FEET, THENCE NORTH 89 DEGREES 15 MINUTES 04 SECONDS EAST 150.00 FEET, THENCE SOUTH 00 DEGREES 56 MINUTES 54 SECONDS EAST 911.80 FEET, THENCE SOUTH 89 DEGREES 15 MINUTES 10 SECONDS WEST 670.26 FEET, THENCE SOUTH 00 DEGREES 16 MINUTES 55 SECONDS EAST 210.00 FEET, THENCE SOUTH 89 DEGREES 15 MINUTES 10 SECONDS WEST 263.74 FEET, THENCE NORTH 00 DEGREES 16 MINUTES 55 SECONDS WEST 810.29 FEET, THENCE NORTH 89 DEGREES 15 MINUTES 10 SECONDS EAST 58.05 FEET, THENCE NORTH 00 DEGREES 16 MINUTES 55 SECONDS WEST 111.51 FEET, THENCE NORTH 89 DEGREES 15 MINUTES 04 SECONDS EAST 209.69 FEET, THENCE NORTH 00 DEGREES 16 MINUTES 55 SECONDS WEST 400.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT OF WAY OF ARKANSAS STATE HIGHWAY 72 ON THE NORTH AND THE RIGHT OF WAY OF DALLAS STREET ON THE SOUTH AND ANY OTHER EASEMENTS OF RECORD OR FACT.

KNOW ALL MEN BY THESE PRESENTS, that Northwest Investments, a partnership, as Owner and Developer (hereinafter "Developer") of all lots in Westfield Subdivision, City of Gravette, Arkansas, hereby enters the following protective covenants, conditions and restrictions with respect to said subdivision, hereby makes the following declaration as to limitations, restrictions and uses to which the lots constituting said subdivision 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 and limitations upon all future owners in said subdivision, this declaration of protective covenants, conditions, and restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified:

(1)

MIKE SUMMALL
PO Box 57
HIWASSE, ARK
77730

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COVENANTS, CONDITIONS AND RESTRICTIONS

1. All lots in Westfield Subdivision numbered 1 through 64 shall be used for residential purposes only. Any dwelling house construction upon any lot numbered 1 through 64 shall have at least 1200 square feet of heated area excluding porches, garages and breezeways.

2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines nor shall any fence be erected or placed on any lot nearer to the street than the front of the main residential building.

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, 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 in the easements or which may obstruct or retard the flow of water, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

5. No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may become an annoyance or a nuisance to this neighborhood.

6. No structure or vehicle such as a 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.

7. All signs are prohibited in areas zoned upon any recorded subdivision plat as residential except:

- (a) Signs erected by the City of Gravette or Developer for identification of streets, traffic control, and directional purposes;
- (b) Signs of temporary nature advertising property for sale and construction signs, which signs shall not exceed 6 square feet in area;
- (c) Signs erected by the Developer advertising the subdivision, which signs shall not exceed 40 square feet in area;

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(d) Signs erected by the Developer or builder advertising the showing of a model home or show house. At the time such house is sold all signs shall be removed. Signs shall not exceed 12 square feet in area.

8. 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 noxious or a nuisance to the surrounding owners.

9. Home occupations as defined by the Gravette City Code shall be prohibited.

10. No lot shall be maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall be kept in approved sanitary 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 that day.

11. All automobiles and other motorized vehicles in the said subdivision must be state licensed, state inspected and in running order at all times. All vehicles are to be parked at all times in a designated parking area, i.e., garage or driveway, and are not to be parked at any time on the yard.

12. No antenna, aerial, or other device shall be permitted to extend more than five feet above any structure, including pay satellite furnished by others and towers for antennas. This shall include CB, ham radio, and all other antennas. All satellite dishes must be in the rear yard and properly shielded from view. All utilities shall be installed underground.

13. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadway shall be placed or be permitted to remain on any interior corner lot within the triangular area formed by the street property line and the line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines attended. The same site line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

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14. In the event that any lots are sold and no structure is immediately erected, the owner or owners of such lot or lots shall keep said property mowed and in a sanitary condition at all times.

15. No utility trailers and other non everyday vehicles will be allowed on the lot unless stored in the garage or the rear yard and out of site at all times. Motorcycles may be kept on the property but must be stored out of site when not in use.

16. Lots shall not be re-subdivided for the purpose of creating additional building lots for single family residences.

17. Each residence will be allowed to have a storage building if they so desire as long as the design of the building is conducive with the surrounding structures; is placed only behind their residence and not at the side or front of the property; is kept in a neat and clean manner; does not create a nuisance to the surrounding property owners; and is approved by the Developer or appropriate authority prior to placing on the property.

18. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration herein be made until the plans and specifications showing the nature, size, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Developer. In the event said Developer fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. All construction must be completed within one year from the date of City of Gravette building permit issuance, or Developer approval where no permit is required.

19. In the event a home on any lot in said subdivision is destroyed by fire or otherwise destroyed, the owner of said lot shall raze the structure and clean off the lot or start to rebuild the house within 120 days from the time the home was destroyed.

20. Each home constructed in this subdivision shall have a 2 car garage and a paved driveway from street to structure.

21. A minimum of 20% of the exterior walls of a residence shall have brick or stone covering on the outside walls of the structure facing the street.

22. Asphalt or Fiberglas shingles with a minimum weight of 220 lbs. and a 20 year warranty shall be required on all roofs.

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23. These Covenants shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date this instrument is recorded, after which time said Covenants shall be automatically extended for successive periods of one year. These Covenants may be modified only upon the execution and recording of an instrument signed by the majority of the owners of the lots, agreeing to change said Covenants in whole or in part. Should a vote to change these covenants be necessary, each lot will have one (1) vote, with the exception of any lots owned by the Developer. Each lot owned by the Developer shall have three (3) votes.

24. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these Covenants. Violators shall be subject either to restraint or to an action for damages as may be allowed by law.

25. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

WITNESS our hands this 5th day of July, 1996.

Northwest Investments

Mike Sumrall
Mike Sumrall, Partner

Ron Teasley
Ron Teasley, Partner

Robert Evans
Robert Evans, Partner

Judy Sumrall
Judy Sumrall, Partner

Linda Teasley
Linda Teasley, Partner

Louise Evans
Louise Evans, Partner

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ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF BENTON)

This day personally appeared before me, the undersigned Notary Public, the Partners of Northwest Investments, (the owners of Westfield Subdivision), to me well known, and were fully authorized in their capacities to execute the foregoing Covenants for and in the name and behalf of said Partnership, and further stated to me that they had signed the same for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal this 5th day of July, 1996.

Lynn Cowick
NOTARY PUBLIC

My commission expires:

3-19-2001

