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FILED FOR RECORD
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JUN 05 1990

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

PROTECTIVE COVENANTS

FOR

WILDFLOWER POINT SUBDIVISION

BENTON COUNTY, ARKANSAS

The undersigned, being the owners of all lots and land located in Wildflower Point Subdivision, Benton County, Arkansas, and as shown on the recorded plat of said subdivision in Plat Record A-15 at Page 11A of the records of Benton County, Arkansas, hereby make declarations as to the limitations, restrictions and use to which the lots constituting such subdivision may be put, and hereby specify that such declaration shall constitute covenants to run with all the lots as provided by law, and shall be binding upon all parties and all persons claiming under them and for the benefit and limitations on all future owners in such subdivision, this declaration of covenants and restrictions being designed for the purpose of keeping the subdivision desirable, uniform and suitable in architectural design and use as specified herein.

I.

COVENANTS

A. Land Use and Building Type. No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached, single-family dwelling not to exceed three stories in height.

B. Dwelling Quality and Size. No dwelling shall be permitted on any lot containing less than 1,500 square feet of living space exclusive of porches, decks, carport, and garage for single-story dwellings and 2,500 square feet for two or three-story dwellings. All dwellings shall be constructed using quality materials.

C. Garage and Driveway. Each dwelling shall have a private garage for not less than one (1) automobile and shall have a driveway with a minimum width of not less than ten (10) feet.

D. Dwelling Location. No dwelling shall be located on any lot nearer than twenty-five (25) feet to the front of the lot line nor nearer than twenty-five (25) feet to any side street line. No

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dwelling or permitted accessory building shall be located nearer than seven and one-half (7.5) feet to any interior side lot line. This provision (interior side lot setback) shall not apply to any dwelling constructed on two adjacent lots as to the side lot line dividing the two lots. No dwelling shall be located on any lot nearer than thirty (30) feet to the rear lot line. All permitted accessory buildings shall be located in the rear yard of each lot and no such permitted accessory building shall be located on any lot nearer than ten (10) feet to the rear lot line. For purposes of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be constructed to permit any portion of the building on a lot to encroach upon another lot.

E. Lot Split. No lot shall be subdivided into smaller lots or parcels than shown on the recorded plat for the purpose of creating additional building sites or lots, except that a lot may be divided to combine portions of it with the adjacent lots on both sides to enlarge the building sites on said respective adjacent lots. Should any building setback lines shown upon the plat of Wildflower Point Subdivision vary from the setback requirements required herein, the building setback lines shown upon said plat as filed shall control and take precedence over those stated herein.

F. Storage and Outbuildings. One accessory storage building per lot shall be permitted.

G. Easements. Easements for installation and maintenance of utilities (including TV cables) and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting, pavement or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot 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.

H. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereupon which may be or may become an annoyance or a nuisance to the subdivision. In this regard, no livestock or other commercially-grown farm animals may be kept or maintained for any commercial purposes. Grass, weeds and tree sprouts shall be kept neatly cut.

I. Fencing. No yard fences shall be constructed on any lot from the area measuring from the front corner of the dwelling on said lot to the front lot line of said lot. There shall be no restrictions for fences on any lots measuring from the front corner of the dwelling of the lot to the rear lot line.

J. Temporary Structures. No structure of a temporary design or character such as a trailer (including mobile homes or other modular homes), basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently.

K. Off-Street Parking. All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot and parking in the streets as shown in the plat of the subdivision shall be prohibited. Recreational vehicles and equipment including but not limited to boats, motor homes, travel trailers, campers and the like shall not be parked or stored within thirty-five (35) feet of the front lot line for a period of time exceeding fourteen (14) days.

L. Sewage Disposal. Pending availability of public sewers, sewage disposal shall be effected by means of individual septic tanks; the type of tank, its construction, location on tracts and tile disposal held shall be approved by the state and local departments of health, and shall be maintained at all times in accordance with state and county sanitary laws. All plumbing and drains must be connected with water-tight septic tanks of approved constructions. In no case shall any portion of any sewage disposal system be installed within 100 feet of the subdivision water wells. In any event, however, such disposal system shall meet all health regulations.

M. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. No lot shall be used for the storage of abandoned vehicles, appliances or other equipment unless same is stored in an enclosed garage or accessory building and removed from the visibility of the public.

N. Subdivision and Building Codes - County of Benton. The zoning, subdivision and building codes of the County of Benton, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in the subdivision. All dwellings and other improvements shall comply with said ordinances as they exist on the date of such construction. Any conflict between such ordinances and the provisions of these Protective Covenants shall be resolved in favor of the more restrictive provisions.

O. Signs. No sign of any kind shall be displayed to the public view on any lot, except to advertise the property for sale.

P. Commercial Activity. No commercial activity shall be allowed on any lot, including any marina operations which attach to or land upon any lot.

II.

GENERAL PROVISIONS

A. Term. These Protective Covenants are to run with the land and shall be binding upon all lot owners, parties and all persons claiming under them for a period of ten (10) years from the date these Covenants are recorded, after which time the Protective Covenants shall be automatically extended for successive periods of ten (10) years. At any time, and from time to time, the majority of owners of all lots in the subdivision (each lot having one vote even though there may be more than one owner of such lot and even though one owner may own more than one lot) shall have the authority to change, amend or rescind these Covenants in whole or in part by an instrument signed by them and duly recorded.

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

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

4 IN WITNESS WHEREOF, this instrument is hereby executed this day of June, 1990.

JULIE ROSS STANLEY REVOCABLE
LIVING TRUST

BY: Timothy Arrowsmith Ross
TIMOTHY ARROWSMITH ROSS, TRUSTEE

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ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

Be it remembered that on this date came before me, the undersigned, a Notary Public within and for the county aforesaid, duly commissioned and acting, TIMOTHY ARROWSMITH ROSS, Trustee of the JULIE ROSS STANLEY REVOCABLE LIVING TRUST, to me well known, and stated that he had executed the foregoing Protective Covenants for the consideration and purposes mentioned and set forth therein.

Subscribed and sworn to before me this 4 day of June, 1990.

Janet O. Braun
Notary Public

My commission expires;

11-9-90

