

94 088085

DEC 08 1994

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

**PROTECTIVE COVENANTS
BUCKRIDGE SUBDIVISION
TO THE CITY OF ROGERS, ARKANSAS
PHASE I**

Ron Buckman Construction, developers of Buckridge Subdivision to the City of Rogers, Arkansas, do hereby establish and create the following protective covenants, which shall apply to said lots as shown on the recorded Plat of the said subdivision.

1. Legal Description. Buckridge Subdivision to the City of Rogers, Arkansas, shall be deemed to consist of Block I, lots 1 through 6.

2. Intent. It is the intent of Ron Buckman Construction that these protective covenants be construed with the intention of promoting orderly and continuous development within the Buckridge Subdivision. Any action inconsistent with this express intent which would unreasonably delay or impair such orderly and continuous development of Buckridge Subdivision which is not specifically covered within the terms of the protective covenants shall be deemed a violation of these protective covenants.

3. Single-Family Residential Land Use and Building Type. All lots within the Buckridge Subdivision of the City of Rogers, Arkansas, shall be governed by the provisions of the Rogers City Code governing single-family residences as governed by R1 on the date these covenants are executed.

4. Building Limitations. The subdivision and building codes of the City of Rogers, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in Buckridge Subdivision of the City of Rogers, Arkansas passed by the Rogers City Council. 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. Building, architectural, and design specifications shall be in accordance with those set forth in the Rogers City Code and those standards and specifications required by the Architectural Control Committee. Each dwelling shall have a private garage, which shall be served by a concrete driveway with a minimum width of not less than ten (10) feet. All specifications and plans for structures to be constructed upon any lot within Buckridge Subdivision of the City of Rogers, Arkansas, shall be submitted for approval to the Architectural Control Committee, which shall view all such plans and specifications prior to construction and be given the power to require amendment or alteration to any such designs or specifications prior to approval for construction in Buckridge Subdivision of the City of Rogers, Arkansas. The specifications and requirements of the above mentioned R1 designation are designed as minimum requirements for architectural and design specifications and may be supplemented from time to time, where

Put on Back

20412

not inconsistent, by the Architectural control Committee, and same shall be binding. All builders and owners should contact the Architectural Control Committee prior to commencement of construction, to be appraised of current requirements.

5. Architectural Control Committee. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee. Such plans shall be submitted to the Architectural Control Committee at least fifteen (15) days prior to the commencement of construction of same, and the written approval of the Architectural Control Committee shall be required before commencement of construction. In this regard, it is the intention and purpose of the covenants contained in this paragraph to assure that all dwellings and accessory buildings shall be of a quality of workmanship and materials substantially the same or better than that which is being produced on the day these protective covenants are recorded and to assure that the exterior design of all dwellings and accessory buildings will be esthetically compatible with the other dwellings and accessory buildings in the subdivision. The Architectural Control Committee for Buckridge Subdivision of the City of Rogers, Arkansas, shall consist of Michael Bates and Karen Buckman. The members of said committee shall serve for a period of ten (10) years, and thereafter as replaced by an election of the majority of the then lot owners (one lot, one vote) in Buckridge Subdivision to the City of Rogers, Arkansas. The Architectural Control Committee's approval or disapproval as required in this paragraph shall be in writing. Should any plans submitted hereunder fail to be approved or disapproved within the time period herein provided, or in any event, if no suit to enjoin the construction proposed is commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with. The Architectural Control Committee as herein established may amend the architectural standards for Buckridge Subdivision at any time without notice. Such amendment shall not affect plans or specifications for construction approved in writing prior to the date of such amendment. The Architectural Control Committee will make available from time to time written copies of the architectural standards to apply to the Buckridge Subdivision.

6. Home Occupations. Home occupations as defined by the Rogers City Code shall be prohibited.

7. Yard Space Restrictions and Building Location. No building shall be located on any lot nearer than thirty (30) feet to the front, no nearer than twenty (20) feet from the back of the lot line. No building or accessory building shall be located nearer than ten (10) feet to any lot line. All permitted accessory buildings and/or outbuildings shall be located in the rear yard of each lot. The exception to this restriction may be found in Paragraph 14 herein.

8. Fences and Shrubs. Fencing of front yards is prohibited, except decorative wood or stone fencing of a maximum height of three (3) feet may be constructed upon approval of the Architectural Control Committee. Any fence located on any lot must be approved as to material, location, height, and width by the Architectural Control Committee prior to commencement of construction. Chain link fences and other forms of wire fencing are specifically prohibited. The Architectural Control Committee shall have the authority to establish setback requirements for any fences approved by it as set forth herein. All shrubs must be set back at least one (1) foot from the front lot line.

9. Garages. Garages must be kept closed at all times except for immediate ingress and egress.

10. Swimming Pools and Spas. Swimming pools and spas may be constructed upon any lot but must comply with the setback requirements set forth above. The design of any swimming pool or spa and its screening or fencing must be approved by the Architectural Control Committee in writing in advance and must conform to all City Code requirements in effect for the City of Rogers at the time of such construction. All swimming pool and spa equipment must be screened from the street and such screening must be approved by the Architectural Control Committee.

11. Maintenance of Common Areas, Fences, and Roads.

The Buckridge Subdivision Property Owners Association (P.O.A.) shall be responsible for maintaining all common areas, fences and roads constructed by the developer. The Buckridge Subdivision Property Owners Association may from time to time require assessments, either monthly or annually. The amount of any such assessment shall be equal for each lot owner based on the estimated cost of maintenance requirements divided by the number of lots in the development. Such assessments shall be determined by the Board of Directors of the Buckridge Subdivision Property Owners Association and then approved by a majority vote of the property owners.

A. Lien for Assessments. All sums assessed against any lot pursuant to this declaration, together with any late charges as provided herein, shall be secured by a lien on such lot in favor of Buckridge Subdivision Property Owners Association. Such lien shall be superior to all liens and encumbrances on such lot except for:

- (1) Liens of ad valorem taxes;
- (2) A lien for all sums unpaid on a first mortgage.

All persons acquiring liens or encumbrances on any lot after these protective covenants shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens or assessments as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

8. Effect of Nonpayment of Assessments, Remedies of Buckridge Subdivision Property Owners Association. Any assessments which are not paid when due shall be delinquent. Any assessments due for a period of ten (10) days shall incur a late charge in an amount as the Buckridge Subdivision Property Owners Association may reasonably determine from time to time. The Buckridge Subdivision Property Owners Association shall cause a notice of delinquency to be given to any member who has not paid within the (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien as herein provided for shall attach, and, in addition, the lien shall include a late charge of a maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Buckridge Subdivision Property Owners Association may, as its officers shall determine, institute suit to collect such amounts or to foreclose its lien. Each owner, by his or her acceptance of a deed to a lot, vests in the Buckridge Subdivision Property Owners Association its agents, the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this article shall be in favor of the Buckridge Subdivision Property Owners Association. Ron Buckman shall have the power to bid on the lot at any foreclosure sale or to acquire, hold, lease, mortgage, and convey the same. No owner may waive or otherwise escape liability for the assessments provided herein, including, by way of illustration but not limitation, abandonment of his or her lot. All assessments shall be due and payable in a manner and on a schedule as the officers of the Buckridge Subdivision Property Owners Association provide. Assessments may be levied upon each lot regardless of construction, or lack thereof, upon said lot.

12. Signs. No signs, either permanent or temporary, of any kind, shall be placed or erected on any property, except as approved by the Architectural Control Committee. Provided further, however, the developer, Ron Buckman Construction, hereby reserves the right to construct signs to designate the name of the development and to advertise same.

13. Temporary Structures. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This restriction does not prohibit the storing of recreational vehicles on the lots as long as they are fully housed within the garage.

14. Outbuildings. Outbuildings shall be restricted to one (1) per lot. Outbuildings may be constructed on the back yard provided said outbuilding is no larger than ten (10) feet by twelve

(12) feet and its design is compatible with the existing structure. Design and location of outbuildings is subject to the approval of the Architectural Control committee and the setback requirements as set forth herein. Such a building may be located up to ten (10) feet from the side or rear lot line.

15. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations, or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained, or permitted upon any building site.

16. Pets, Livestock, and Poultry. No animals, livestock, or poultry of any kind shall be raised or kept on any residential building site, except that dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for any commercial purposes. No more than two (2) pets shall be maintained upon any lot within the Buckridge Subdivision. Any pets maintained upon said lots must be maintained indoors or outdoors and shall not be allowed to roam outdoors unless on a leash, or within a fenced yard, or attended by a person. No reptiles shall be kept as pets.

17 Miscellaneous.

A. Satellite Dishes and Antenna Structures Satellite television receiver dishes and or antenna structures of any kind are specifically prohibited from being installed within the Buckridge Subdivision. No antenna structure may be erected on any building, tower or on ground level on any lot. This includes TV, radio, radar, microwave or any other antenna either receiving or transmitting electronic signals.

B. Basketball Goals. Basketball goals may not be placed on the front of any house. Basketball goals must be erected on free standing poles of approximately 4" in diameter such as those available at a number of local stores. The goals shall be erected on the opposite side of the driveway from the main entrance to the house.

C. Exterior Lighting. All exterior lighting must be approved by the Architectural Control Committee.

D. Common Fence Attachments. No lot owner shall attach anything to any fence constructed by the developer without the specific written permission of the Architectural Control Committee.

E. Driveways. No driveway shall connect with any outer boundary road. All driveways serving each lot shall be required to connect only with the interior roads within the Buckridge Subdivision.

F. Trees. All trees must be preserved which do not impede construction, and any major clearing on a lot must be approved by the Architectural Control Committee.

G. Clothes Lines. No permanent outdoor clothes lines are permitted.

18. Prohibited Housing. No subterranean housing or other form of housing covered by earth or earthworks shall be permitted within the Buckridge Subdivision.

19. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserves as shown on the recorded Plat. No trees, incinerator structures, buildings, pavement, or similar improvements shall be grown, built, or maintained within the area of the utility easements. Owners are hereby put on notice that any structures or plant material in the easements are subject to removal.

20. 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 neighborhood. Household pets may be kept, provided they are not kept or maintained for any commercial purposes. Grass, weeds, and tree sprouts shall be kept neatly cut and shall not be allowed to exceed six (6) inches from the ground surface. Fences or outside structures or outdoor decorations shall be maintained so as not to become unsightly or an annoyance or a nuisance to the neighborhood. Upon owner's failure to comply with this subsection, the developer or other property owners may cut grass or weeds or perform maintenance upon fences, outside structures, or outdoor decorations and shall be entitled to charge a reasonable fee to the owner of the lot for said service. No building material of any kind or character shall be placed or stored upon any lot in the subdivision until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the street and property lines. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed from the subdivision.

21. Boats, Trailers, Campers and Inoperative Vehicles. No vehicle, bus, tractor, or other vehicle or other conveyance or rig, other than a lawn grass apparatus, shall be left inoperative on any platted lot for a period of more than fourteen (14) days. No boat, trailer or camper may be parked on any front, back or side yard or street for more than 48 hours.

22. Sight Distance at Intersections. No fence, wall hedge, or shrub which obstructs sight lines at intersections in the subdivision shall be permitted.

23. Violations. In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extensions thereof), it shall be lawful for any person or persons owning any lots in the subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, and either to prevent him or them from so doing and/or to recover damages for such violations.

24. Binding Effect and Amendments of Covenants. All persons or corporations who now or shall hereafter acquire any of the lots within the Buckridge Subdivision shall be deemed to have agreed and covenanted with the owners of all other lots in the development and with their heirs, successors, and assigns to conform and observe the restrictions, covenants, and stipulations contained herein for a period as hereinafter set forth. These covenants may be amended at any time upon the affirmative vote of two-thirds (2/3) of the then existing lot owners within the Willowbrook Development. It is expressly required that each lot shall be given one (1) vote, and a vote of two-thirds (2/3) of the then existing lots shall be deemed sufficient to amend said covenants. Further, no amendments shall be allowed which would be in violation of the zoning designation in effect at the time of the amendment or which would reduce or eliminate assessments as set forth in paragraph eleven (11) herein.

25. Duration of Covenants. These covenants and restrictions shall run with the land for a minimum period of thirty (30) years, to be automatically extended for successive periods of five (5) years without further action unless terminated by a majority of the property owners in the development, casting votes as hereinabove set forth in the amendment section of these covenants, and voting one (1) vote for each lot. It is the intent that these covenants to promote the esthetic value of Buckridge Subdivision.

26. **Severability.** The invalidation of any part of this contract 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 parts thereof or any part thereof set forth herein, but they shall remain in full force and effect.

Accepted by _____

Lot # _____

Street address _____

10:50 AM August 19, 1994

Residential/Commercial
Services

Michael Gates
Manager

BUCKMAN
Construction Co.

State Licensed and Insured

PO Box 236
Rogers, AR 72757-0236

501-636-7051
24 Hour Service

[Signature] _____ President

[Signature] _____ Architect Control
Committee Chairman

[Signature] _____ Secretary

