

17

PROTECTIVE COVENANTS

01201842

FOR:

BRIGHTWOOD SUBDIVISION, PHASE III A, LOTS 113 - 128, IN
BENTONVILLE, ARKANSAS

As managers of Charlton Development Company, L.L.C., we, John W. Charlton, Mary Lou Charlton, Mike W. Charlton, and Katherine Charlton, have caused certain lands to be platted into an addition known as the Brightwood Subdivision, to the City of Bentonville, Benton County, Arkansas. The plat appears of record in plat book P4, at page 345, in the office of the Recorder of Benton County, further be it known on 12-11-61, Charlton Development Company, L.L.C., owns 100% of said subdivision, and desires to place the following protective covenants for Brightwood Subdivision, to wit;

1. PREMISES. We wish to provide for the highest use of the lands and to restrict the use of the lands as such. We therefore adopt the following covenants and agree that these covenants shall apply to all of the land now platted as the Brightwood Subdivision to the City of Bentonville, Arkansas, as covenants running with the land.
2. LAND USE AND ZONING. Each lot shall:
 - A. Contain a minimum of 8,500 square feet.
 - B. Have a minimum building set back line from each street any part of it faces of 25 feet. (Exterior side set back on corner lots to be 25 feet.)
 - C. Have a minimum side set back line of 7 feet.
 - D. Have a minimum rear set back line of 25 feet
 - E. Have a minimum of 60 feet width at the building set back lines.
 - F. Be used exclusively for detached single family homes, except those tracts of land designated as "common areas".
 - G. Otherwise conform to the zoning requirements for R-1A, as defined by the City of Bentonville Zoning Code as it now exists.
 - H. Remain one lot and shall not be divided into more than one lot.
3. DWELLING SIZE AND QUALITY.
 - A. Each one-story building shall have a minimum of 1,600 square feet, excluding the garage area, of heated living area. Each two story building to have a minimum of 1,200 square feet on the ground floor, and have a total minimum of 1,600 square feet, excluding the garage area, of heated area.
 - B. Each dwelling shall have a garage with one- 16-foot garage door, or two- 8-foot garage doors minimum.
 - C. No garage shall ever be converted into living area.
 - D. Each dwelling shall be of new construction.
 - E. Roof to be minimum of 7/12 pitch on any side facing a street. Shingles to be architectural grade.
 - F. Exterior to be minimum of 75% masonry or stucco, excluding gables. For the purpose of these Covenants, "exterior" does not include windows, doors, soffits, fascia, or roof.
4. FENCES AND YARDS.
 - A. All fences to be constructed of wood, masonry, concrete, or vinyl. No chain link, welded wire, barbed wire, web wire, poultry netting, or any other type of farm fencing shall be allowed.
 - B. No fence shall extend beyond the front part of the dwelling (the part of the dwelling, which faces a street). For the purposes of dwellings situated on corner lots, no fence shall extend beyond the front part of any side of the dwelling, which faces the street.
 - C. All front and side yards shall be sodded, from the street, at least to the rear corners of the dwelling.

FILED FOR RECORD
AT 3:26 O'CLOCK P.M.

DEC 13 2001

SUE HODGES
Clerk and Recorder
Benton County, ARK.

Noted for
Charlton Dev. LLC
405 SS 20th Suite 2

126054
Benton, Ark, REC
12/13/01

5. ARCHITECTURAL CONTROL COMMITTEE.
 - A. The developers shall constitute the Architectural Control Committee. The committee shall determine its own procedures and rules.
 - B. The size, design, location, and site development of dwellings, permitted accessory buildings, and fences in this addition shall be subject to the prior approval of the committee.
 - C. Approval of plans for dwellings, permitted accessory buildings and fences shall not be withheld because of the exterior design of the improvements, provided the improvements are in accordance with the highest standards of architectural design.
 - D. These protective covenants and any applicable zoning laws of the City of Bentonville, Arkansas, shall govern the actions of the committee.

6. GENERAL RESTRICTIONS.
 - A. No commercial activity shall be carried on upon any lot.
 - B. No trailer, mobile home, shack, or barn shall be erected on any lot.
 - C. No inoperable motor vehicle shall be allowed on any street, lot, or driveway.
 - D. No motor vehicle shall be allowed to stand on any street in excess of 24 hours at any one time.
 - E. No vehicle shall be parked except on a paved street or drive.
 - F. Boats and recreational vehicles may be allowed to stand on the rear portion of any lot, provided their presence is obscured by an approved privacy fence, at least 6 feet in height.
 - G. No trash or other refuse shall be thrown or dumped on any lot. All trash or other refuse shall be disposed of properly in a manner consistent with the City of Bentonville, Arkansas.
 - H. No animals of any kind shall be raised, bred, or kept on any lot except cats, dogs, and other household pets, provided they are not kept for commercial purposes.
 - I. Grass, weeds, and other vegetation shall be kept mowed and cleared at regular intervals so as to keep each lot neat and attractive. Grass and weeds must be kept to a height of no more than 6".

7. OUTBUILDINGS.
 - A. No structure of a temporary character, tent, shack, garage, or barn, etc. shall be permitted on any lot.
 - B. Only one storage building shall be permitted on any lot, and must appear compatible and acceptable with the surrounding buildings.
 - C. No storage building shall exceed 160 square feet in size.
 - D. No storage building shall be used as a residence.
 - E. Any storage building may not be placed any closer than 50 feet from any street, or on an easement.
 - F. Any storage buildings must be painted to match the residence on that lot, and have architectural shingles to match residence on that lot.
 - G. No storage buildings shall be permitted to be placed on any lot where there is not a dwelling.

8. DRIVEWAYS AND SIDEWALKS.
 - A. All driveways shall extend from the garage to the street and shall be a minimum of 16 feet wide, and shall be paved with concrete.
 - B. Sidewalks must be installed on both sides of each street. The sidewalks shall be 4 feet wide, run continuously from one property line to the other, and have a 5 feet green space between curb and sidewalk. The builder shall install all sidewalks to City of Bentonville specs.

9. REMEDIES FOR DEFAULT IN OBSERVANCE OF COVENANTS.

- A. If owner or occupant of any lot fails to observe any covenant and if the default continues after ten days written notice to the owner, then the Developer, its successors or assigns, including the property owners association (POA), may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) the lot, remove or cause to be removed the garbage, trash, rubbish, or do any other things necessary for compliance with these restrictions, so as to place the lot in a neat, attractive, and healthful and sanitary condition, and may charge owner or occupant of such lot for the reasonable costs of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchasing or occupancy of the property to pay the statement immediately upon request.
- B. Enforcement of these covenants shall be by proceedings of law or in equity against any and all persons violating or attempting to violate any covenant herein, either to restrain violation or to recover damages for violations. The developer, its successors and assigns, shall be the enforcement agency of these protective covenants, until the POA is in effect. Any owner shall, also, be entitled to enforce these covenants.

10. PROPERTY OWNERS ASSOCIATION.

- A. On or before November 1, 2000, the Developer, its successors or assigns shall cause to be created a property owners' association (POA).
- B. The POA shall operate as a non-profit corporation and have bylaws and shall have as its members, owners of lots in the above described property. The owners of each lot shall be members of the POA, yet each lot shall have only one vote regarding business of the POA regardless of the number of owners of such lot. The first named owner of each lot shall be deemed the person entitled to vote on POA matters.
- C. On January 1, 2001, the Developer, its successors and assigns, shall pass all responsibilities and obligations under these Covenants to the POA, including the Architectural Control Committee.
- D. These Covenants shall run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date these Covenants become effective. After a period of twenty-five (25) years these Covenants shall automatically extend for periods of ten (10) years each, unless an instrument signed by the owners of a majority number of the lots or values within the subdivision has been recorded agreeing to change these Covenants in part or in whole. These Covenants may be amended at any time by the owners of a majority of the combined number of lots.

11. MAINTENANCE FEE.

The POA shall collect an annual maintenance fee for the common grounds, signs, and any other improvements not maintained by the City. This annual maintenance fee will be due on or before the first day of the year, starting on January 1, 2001.

The annual maintenance fee shall be \$ 50.00 (fiftydollars) per lot for the first year of collection. This fee may be adjusted, at the option of the POA , its successors and assigns, but not more than 50% (fifty percent) over any one year period.

The maintenance fee levied by the POA shall be used exclusively for the purpose of promoting health, recreation, safety and welfare of the residents of the properties and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties and the improvements situated on the properties, including, but not limited to the payment of taxes and insurance, repair, replacement and additions, and for the costs of labor, equipment, materials, management, and supervision.

Any maintenance fee or special assessment not paid within thirty (30) days after it becomes due shall become a lien on the lots which may be foreclosed by legal or equitable proceedings. In such event, the assessment shall bear interest from the date of the delinquency at the rate of six (6) percent per annum, and there shall be added to the amount of the assessment the costs of preparing and filing the complaint in such proceeding. If a judgment is obtained, the judgment shall include interest as described above and a reasonable attorney's fee and the cost of the proceeding.

12. SEVERABILITY

Invalidation of any one of these Covenants by any judgment or by court order shall in no way affect any of the other Covenants or provisions herein, which shall remain in full force and effect. These Covenants shall supersede all prior Covenants and amendments.

13. ADDITIONAL DEVELOPMENTS.

The Developer intends to develop additional phases or units of Brightwood Subdivision. While each phase or unit will have its separate protective covenants, all units or phases will have a common property owner's association, which will acquire additional members as the Developer relinquishes its rights and obligations in those phases or units.

In witness whereof, we set our hands this 11 day of January, 2001

[Signature]
John W. Charlton
Manager

[Signature]
Mary Lou Charlton
Manager

[Signature]
Mike W. Charlton
Manager

[Signature]
Katherine Charlton
Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

On this 10th day of DECEMBER, 2001, before me, a Notary Public within and for the State of Arkansas, Benton County, duly commissioned and acting, personally appeared John W. Charlton, Mary Lou Charlton, Mike W. Charlton, and Katherine Charlton, managers of Charlton Development Company, L.L.C., to me well known who stated upon oath, that they had executed the above and forgoing instrument for the consideration set forth therein.

My commission expires 01-31-2004

[Signature]
Charles A. Carey

