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RESTRICTIVE COVENANTS

Whereas, DP Developments Inc., herein called owner, has certain lands owned by it to be platted into an addition known as Quail Meadows Subdivision in Bethel Heights, Benton County, Arkansas; and Whereas, Owner desires to provide for the use of the property for residential uses and to restrict its uses as such: Whereas, Owner owns all lots in Quail Meadows Subdivision and desires to hereby adopt the covenants stated herein, and agrees that the stated covenants shall apply to all property now platted as Quail Meadows Subdivision in the City of Bethel Heights, Benton County, Arkansas, as covenants running with the land:

1. No part of said property shall be used for any purpose other than residential
2. No building or improvement of any kind shall be erected on any lot nearer than 45 feet to the front line, or nearer than 15 feet to any rear or side line.
3. Not more than one single family dwelling shall be erected on any lot in said subdivision, and no dwelling shall have a ground floor area of less than One Thousand Eight Hundred (1800) square feet, exclusive of garage.
4. Each house shall have at least a two car attached garage. All unattached garages must be approved by DP Developments Inc.
5. The outside of each house in said subdivision must not be less than 75% brick on the exterior, with remaining exterior being of maintenance free nature.
6. No lot within the said subdivision shall be re-subdivided.
7. Easements for installation and maintenance of utilities and drainage facilities are reserved on each lot, no structure of any type shall be placed or permitted to remain which may interfere with the operation, installation, or maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water toward or through drainage channels in the easement. Driveways are permitted within the easements, shall be constructed so as not to prevent and obstruction to the flow of water or any change in the area of each lot and all improvements of the lot, except for those improvements for which a public authority or utility is responsible.
8. All lots are required to have a concrete driveway, to extend from the garage to the edge of the main road pavement, to be maintained in good condition.
9. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.
10. No scrap material, rubbish, or debris shall be permitted to accumulate upon the premises.
11. No lot shall be allowed to grow up in weeds, grass, or other unsightly growth. In the event any lot owner shall fail to comply with this requirement may cause such lot to be mowed and may assess the cost against such lot owner, with the cost to become a lien against the premises until paid.
12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be seen, except in sanitary containers, kept in a clean and sanitary condition.
13. No motor vehicle, motor home, boat, trailer, or utility trailer, shall be parked or garaged on any street, or in front yard of residential lot. They must be parked on a paved pad raised behind the back curb and six feet from the curb, and not be visible from the road.
14. Only automobiles and other transportation vehicles used for pleasure or business by the occupants at the dwelling on any lot, shall be parked on the street, parking pad, or driveways. The street in the subdivision shall not be used by the occupants for regular and continued parking of vehicles. No vehicles of any kind that are obsolete or no longer in service shall be parked in front yard.

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FILED FOR RECORD
At 11:020'clock A.M.
OCT 27 1994
SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

16. No livestock, animals, or poultry shall be raised, bred, or kept on any lot, with the exception of not more than one cats, or one dogs. Persons having such animals are required the keep them in a fenced portion of the back yard, and said animals not be nuisance to the neighborhood, or said animals will be removed at the owners expense.

17. No structure of a temporary character such as a trailer, tent, shack, garage, barn, mobile home, motor home, or other outbuilding shall be used on any lot, anytime as a residence, either temporarily or permanently.

18. No signs of any kind shall be displayed to the public view on and lot except for one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs and flags used by the builders to advertise the properties during the construction and sales periods. All signs must apply with applicable city ordinances.

19. All wood privacy fences shall have a maximum height of six feet and a minimum ground clearance of not less than one inch and not more than four inches. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. Wood privacy fences between the residential dwellings in the subdivision, shall be maintained in good condition. Wood pole type fences will be permitted in back yards not to exceed 4 feet tall, with post being not less than 4 inches, and not more than 7 inches, in a smooth round diameter. No chain link fences, or other metal fence of any type allowed.

20. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure design for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

21. Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust, made in good faith, and for value but title to any property subject to this declaration obtained through sale, and satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all protective restrictions hereof.

22. All lots will be required to have a three (3) foot set-back from curb and a four (4) foot concrete sidewalk. All sidewalks must be installed no later than when the entrance driveway is completed.

23. All houses constructed in said subdivision must not have less than a 7/12 pitch roof, with architectural shingles.

24. All detached storage buildings placed on property must match the exterior of the main house, and roofing must match that of the main house.

25. All mailboxes in said subdivision will conform with specifications set by DP Developments Inc., to ensure uniformity of design and quality construction.

26. All house plans must be approved by DP Developments Inc. before construction can begin.

27. Said restrictions, conditions, and covenants shall be binding on all parties and all persons claiming under a period of 20 years from the date, hereof, after which time they shall be automatically extended for successive periods of ten years, provided, however, that such restrictions, conditions, covenants, and agreements, or any of them, may be supplemented, changed, or rescinded in any or all particulars, at anytime after 20 years for date, hereof, by the owners of 75% of the dwellings, comprising the area incorporated in this declaration, evidenced by an instrument in writing executed by the said owners in the manner provided by law for the conveyance of real property, and duly recorded in the office of recorder, aforesaid, and upon such recordation shall be valid and binding upon the sellers and owners of the said lots, on said tract, and upon all other persons.

28. These covenants may be amended in writing when signed by the record owners who own 75% or more of the lots in said subdivision, with said amendment to be effective when same is recorded in the office of the Recorder of Deeds of Benton County, Arkansas.

29. Each and all of the Protective Covenants shall be enforceable by injunctions or other form of action available to the parties aggrieved the unvalidation of any one of these Protective Covenants by judgment or court order, shall in no way affect any other provision which shall remain in full force and effect. Violation of any one or more of the Protective Covenants shall in no way affect a forfeiture of title to any of the property in said subdivision.

Witness our hands this 15 day of Oct, 1994
DP Developments Inc.

Terri Parsley
President
Debra [Signature]
Vice President

TERRI Parsley
803 E Appleblossom
Springdale, AR
72764

803 E Appleblossom
Springdale, AR 72764.
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FILED FOR RECORD
At 12:10 O'Clock P M

RESTRICTIVE COVENANTS

APR 12 1996

Amended as follows:

Whereas, DP Developments Inc., an Arkansas Corporation, is the owner of a tract of land lying and situated in Benton County, Arkansas, more particularly described as follows:

SHE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

"Survey Description - Original Tract"

And whereas, the above described land has been split into 39 tracts as shown on the original plat for Quail Meadows Subdivision in Bethel Heights, Arkansas, recorded on October 27, 1994, in plat book 20, at page 41, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas; and

Whereas, the owner of all of the above described lands intends to sell these 39 tracts as building sites, subject to certain restrictions and limitations of use in order to prevent any use which might tend to diminish the value of pleasureable enjoyment thereof.

Now, therefore, the undersigned owner of the above described tracts, does hereby enter the following restrictive covenants and agrees that said covenants apply to all the lands described above;

Danny Parsley
Jeri L Parsley

1. No part of said property shall be used for any purpose other than residential.
2. No building or improvement of any kind shall be erected on any lot nearer than 45 feet to the front line, or nearer than 15 feet to any rear or side line.
3. Not more than one single family dwelling shall be erected on any lot in said subdivision, and no dwelling shall have a ground floor area of less than Eleven Eight Hundred (1100) square feet, with total heated square feet being not less than One Thousand Eight Hundred (1800) total heated square feet, exclusive of garage.
4. Each house shall have at least a two car attached garage. All unattached garages must be approved by DP Developments Inc.
5. The outside of each house in said subdivision must not be less than 75% brick on the exterior. (up to the height of eight (8) feet), with remaining exterior being of maintenance free nature.
6. No lot within the said subdivision shall be re-subdivided.
7. Easements for installation and maintenance of utilities and drainage facilities are reserved on each lot, no structure of any type shall be placed or permitted to remain which may interfere with the operation, installation, or maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water toward or through drainage channels in the easement. Driveways are permitted within the easements, shall be constructed so as not to prevent and obstruction to the flow of water or any change in the area of each lot and all improvements of the lot, except for those improvements for which a public authority or utility is responsible.
8. All lots are required to have a concrete driveway, to extend from the garage to the edge of the main road pavement, to be maintained in good condition.
9. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.
10. No scrap material, rubbish, or debris shall be permitted to accumulate upon the premises.
11. No lot shall be allowed to grow up in weeds, grass, or other unsightly growth. In the event any lot owner shall fail to comply with this requirement may cause such lot to be mowed and may access the cost against such lot owner, with the cost to become a lien against the premises until paid.
12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers, kept in a clean, and sanitary condition.
13. All lots shall be kept in a neat and orderly fashion.
14. No truck, van, bus, motor home, boat, trailer, or utility trailer, shall be parked or garaged on any street, or in front yard of residential lot. They must be parked on a parking pad placed behind the back yard privacy fence where it will not be visible from the road.

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15. Only automobiles and other transportation vehicles used for pleasure or business by the occupants at the dwelling on any lot, shall be parked on the street, parking pad, or driveways. The street in the subdivision shall not be used by the occupants for regular and continued parking of vehicles. No vehicles of any kind that are obsolete or no longer in service shall be parked in front yard.

16. No livestock, animals, or poultry shall be raised, bred, or kept on any lot, with the exception of not more than two cats, or two dogs. Persons having such animals are required to keep them in a fenced portion of the back yard, and said animals not be nuisance to the neighborhood, or said animals will be removed at the owners expense.

17. No structure of a temporary character such as a trailer, tent, shack, garage, barn, mobile home, motor home, or other outbuilding shall be used on any lot, anytime as a residence, either temporarily or permanently.

18. No signs of any kind shall be displayed to the public view on and lot except for one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs and flags used by the builders to advertise the properties during the construction and sales periods. All signs must apply with applicable city ordinances.

19. All wood privacy fences shall have a maximum height of six feet. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. Wood privacy fences between the residential dwellings in the subdivision, shall be maintained in good condition. Wood pole type fences will be permitted in back yards not to exceed 4 feet tall, with post being not less than 4 inches, and not more than 7 inches, in a smooth round diameter. No chain link fences, or other metal fence of any type allowed.

20. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure design for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

21. Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust, made in good faith, and for value but title to any property subject to this declaration obtained through sale, and satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all protective restrictions hereof.

22. All lots will be required to have a three (3) foot set-back from curb and a four (4) foot concrete sidewalk. All sidewalks must be installed no later than when the entrance driveway is completed.

23. All houses constructed in said subdivision must not have less than a 7/12 pitch roof, with architectural shingles.

24. All detached storage buildings placed on property must match the exterior of the main house, and roofing must match that of the main house. (Not less than 75% brick on the exterior., with remaining exterior being of maintenance free nature.)

25. All mailboxes in said subdivision will conform with specifications set by DP Developments Inc., to ensure uniformity of design and quality construction.

26. All house plans must be approved by DP Developments Inc. before construction can begin.

27. Said restrictions, conditions, and covenants shall be binding on all parties and all persons claiming under a period of 20 years from the date, hereof, after which time they shall be automatically extended for successive periods of ten years, provided, however, that such restrictions, conditions, covenants, and agreements, or any of them, may be supplemented, changed, or rescinded in any or all particulars, at anytime after 20 years for date, hereof, by the owners of 75% of the dwellings, comprising the area incorporated in this declaration, evidenced by an instrument in writing executed by the said owners in the manner provided by law for the conveyance of real property and duly recorded in the office of recorder, aforesaid, and upon such recordation shall be valid and binding upon the sellers and owners of the said lots, in said tract, and upon all other persons.

28. These covenants may be amended in writing when signed by the record owners who own 75% or more of the lots in said subdivision, with said amendment to be effective when same is recorded in the office of the Recorder of Deeds of Benton County, Arkansas.

29. Each and all of the Protective Covenants shall be enforceable by injunctions or other form of action available to the parties aggrieved the unvalidation of any one of these Protective Covenants by judgment or court order, shall in no way affect any other provision which shall remain in full force and effect. Violation of any one or more of the Protective Covenants shall in no way affect a forfeiture of title to any of the property in said subdivision.