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PROTECTIVE COVENANTS AND RESTRICTIONS FOR  
SADDLEBROOK SUBDIVISION  
BENTONVILLE, ARKANSAS

SUE HODGES  
CLERK AND RECORDER  
BENTON COUNTY, ARK.

The undersigned, Saddlebrook Development, Inc., is the sole owner and developer of Saddlebrook Subdivision in the city of Bentonville, Benton County, Arkansas, more particularly described as follows:

Lots 1 through 53, Saddlebrook Subdivision, Bentonville

The owner hereby establishes and creates the following protective covenants and restrictions, which shall apply to all lots in Saddlebrook as shown on the Recorded Plat of Saddlebrook Subdivision found in Benton County Plat Record 94 at page 38.

1. SINGLE FAMILY RESIDENTIAL LAND USE AND ZONING RESTRICTIONS all lots within Saddlebrook Subdivision shall be used solely for single family dwellings and shall be subject to the zoning and building codes of the City of Bentonville, Arkansas for the single family-residential use.
2. BUILDING LIMITATIONS: The subdivision and the building codes of the City of Bentonville, Arkansas, presently existing or as hereinafter amended, shall apply as minimum requirements for construction of improvements within Saddlebrook Subdivision, in addition to any other specifications set forth herein or as subsequently provided in written rules and regulations which may be adopted by Saddlebrook Subdivision Architectural Control Committee established herein. Any conflict between such codes and ordinances of the City of Bentonville and the provisions of these Protective Covenants or rules and regulations established by the Architectural Committee shall be resolved in favor of the more restrictive provisions. No dwelling shall be constructed on any lot with Saddlebrook Subdivision of a size less than one thousand six hundred (1600) square feet on lots 32, 52, and 53. All other lots must have a minimum of eighteen hundred (1800) square feet, with seventeen hundred (1700) square feet on mail level if applicable. All construction is subject to approval of the Architectural Control Committee.
3. BUILDING MATERIALS: All building materials used in the construction of a dwelling within Saddlebrook Subdivision must be approved in advance by the Architectural Control Committee as hereinafter set forth. It is understood that the ACC shall discourage any dwelling which is less than 80% brick or masonry.
4. ROOFS: All roofing material shall be clearly specified in the written specification submitted to the Architectural Control Committee and must be approved prior to installation. The minimum roof pitch for structures within the subdivision shall be a six (6) foot rise over twelve (12) feet (6' x 12') Architectural Shingles.
5. ARCHITECTURAL CONTROL COMMITTEE: In order to ensure that all dwellings and accessory buildings constructed or erected in Saddlebrook Subdivision are architecturally compatible with other dwelling and accessory buildings constructed or to be constructed within the subdivision, and further to insure that all dwellings are constructed with the quality building materials and workmanship and to protect the investment of the Owner and other lot owners within the subdivision, there is an Architectural Control Committee (hereinafter "ACC"). The initial ACC shall consist of at least two (2), but not more than three (3), individuals to be appointed by owner until completion of subdivision or discretion of developer. Thereafter, the Architectural Control Committee shall consist of three (3) members, to be elected by the lot owners within the subdivision, who shall serve two (2) year terms. In the event an elected member of the Architectural Control Committee resigns or is for any other reason unable to perform these duties, the remaining member or members of the Architectural Control Committee shall appoint a lot owner with the subdivision to complete the term of such committee member. Any lot owner may nominate any other lot owner to serve on the ACC by delivering to a member of the ACC a written nomination of at least thirty (30) days prior to the date established for an ACC election. The initial ACC election shall occur on February 15, 2002, and the ballots shall be mailed or delivered to all lot owners who live in the subdivision and those non-resident lot owners who have notified the ACC with a written notification of an address to which the ballot can be mailed; otherwise the ACC shall mail or deliver the ballot to the dwelling located on any lot, and there shall be no obligation on the part of the ACC to obtain an address for a non-resident lot owner. One (1) vote may be cast for each of the three (3) committee positions of each lot in the subdivision and the three (3) nominees receiving the greatest number of votes shall be deemed elected without the requirement of a majority. Two (2) members shall be required for any meeting of the ACC.
6. FUNCTION OF THE ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee, may but shall not be required to establish reasonable written rules and regulations concerning the exercise of its authority, procedures which shall be followed, and specific policies concerning architectural design specifications, building materials, and the like. All lot owners, by purchase of a lot in Saddlebrook Subdivision are subject to these recorded Covenants, Acknowledge the authority of the ACC to act in accordance with the

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provision of these covenants. No building or structure shall be erected on any lot until the construction plans, written specifications, a plot plan showing the location of the building or structure, and such other documents, details or construction material samples as the ACC may require from time to time have been approved by the ACC in writing. It shall be the duty of the property owner to obtain a written confirmation, the ACC shall have thirty (30) days in which to either approve or disapprove the planned construction in writing. If plans property owner submitted are neither approved or disapproved within the thirty (30) day period and if no written request for additional information has been made by the ACC within said period of time, the proposed construction shall be deemed approved as submitted.

In the event of a dispute between a lot owner and the ACC involving a disapproval of planned construction or any other aspect of the ACC's function, the lot owner shall make a written demand upon the ACC for arbitration and shall in such written demand designate an architect licensed in the state of Arkansas to serve as an arbiter, upon receipt of a written demand for arbitration and the name of the architect designated by the lot owner, the ACC may vote to submit the dispute to the architect designated by the lot owner as the sole arbiter, or the ACC may, within fifteen (15) days of such written demand, give written notice to the lot owner of the name of a licensed architect to serve as arbiter, and the two architects so selected shall then agree on a third person whether an architect or not, and the three persons so appointed shall then proceed to consider the written position or statement of the property owner and the ACC, conduct such study or investigation as the committee of arbiters, which written decision shall be final and binding on the ACC and the property owner. It is specifically intended that the provision within this agreement for arbitration of disputes under these covenants. Any fees or costs incurred by a lot owner for the services of an architect shall be at the lot owners expense, as well as one half of any fees or expenses charged by the third arbiter and no award of fees or expense shall be made by the arbiters. Any expenses incurred by the ACC in regard to arbitration, enforcement of arbitration decisions and ACC elections shall be divided among the lot owners in the subdivision, with the exception of the lot owner involved in the arbitration and each lot owner, by purchase of a lot in Saddlebrook Subdivision agrees to promptly pay that portion of any such fees and expenses allocated to their lot, and if not paid within thirty (30) days, the allocated amount shall become a lien on the lot, subject only to valid mortgages of record against the property, and the lien may be enforced by court foreclosure proceedings as in the case of a mortgage with the power of sale.

In the event the ACC determines, by its own investigation or upon complaint by another property owner, that any lot owner has violated the Architectural Control provisions of these Covenants, the ACC shall have the right to serve written demand for arbitration designating a licensed architect as an arbiter, and the lot owner receiving such written demand from the ACC, shall within (15) days from the date of receipt of such written demand, respond in writing accepting the architect designed by the ACC as the sole arbiter, or designating in writing a second licensed architect to serve as arbiter, and in such event, these two arbiters shall likewise agree upon a third, and the arbiter or arbitration committee shall proceed as set forth above to arbitrate the matter and render a written decision. Any decision of a sole arbiter or committee of arbiters shall be binding on all property owners within the subdivision, and in the event the written decision of arbiters requires actions be taken by a lot owner, the lot owner shall comply with such requirement within thirty (30) days or within the time specified in the written decision of the arbiters, which is longer. Should the lot owner fail to comply with the written decision within the time specified, any lot owner, of the ACC, shall have the right to bring an action in a court of competent jurisdiction to enforce the decision of the arbiters, and shall be entitled to recover a judgment against such a lot owner for all costs and expenses incurred in the enforcement of such written decision.

No member of the ACC shall incur personal expense or liability in connection with his or her function as a member of the ACC. While it is anticipated that the members of the ACC will fulfill the function of architectural control with Saddlebrook Subdivision, there shall be no affirmative duty upon the individual members to so act, and no property owner shall make a claim or bring a legal action seeking damages against a member of the ACC on account of any action taken by the ACC or for failure to enforce these covenants.

7. CONSTRUCTION COMPLETION TIME: All construction approved by the ACC shall be completed within ten (10) months from the date of the issuance of a building permit for such construction.
8. ACCESSORY BUILDINGS: Accessory buildings such as gazebos, greenhouses, pool pavilions, storage sheds, children's playhouses, tree houses or other similar structures may not be erected without prior written approval of the ACC, and the ACC shall have the right to deny the building or placing of such structures.
9. HOME OCCUPATIONS: Home occupations as defined by the Bentonville City Codes and Ordinances shall be prohibited within the subdivision.
10. YARD SPACE RESTRICTIONS AND BUILDING LOCATION: No building shall be located nearer than twenty five (25) feet from the front lot line, nor nearer than twenty five (25) feet from the lot line bordering any side street, nor nearer than seven (7.) feet to any side bordering another lot, nor nearer than twenty five (25) feet to the rear lot line. 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 adjacent lots on both sides to enlarge the building sites on said adjacent lots.

11. FENCES: Fencing of front and side yard shall be prohibited. Rear yard fences must be of decorative wood or masonry design approved in writing by the ACC. Chain link fences and other forms of wire fencing are specifically prohibited.
12. OFF-STREET PARKING: All vehicles, except recreational vehicles of the respective lot owner shall be parked in the garage or driveway of the respective lot, and parking on the public streets as shown in the plat of the subdivision shall be prohibited. Any automobile, truck, motorcycle, boat or boat trailer or similar object shall be stored, placed or parked in such a manner so as not to be visible from a street, alley or adjoining lot. Recreational vehicles may be parked in the back yard of a residence for a period exceeding three (3) days only if it is screened by the ACC approved fencing or by trees or shrubs, so as to reasonably screen such vehicle or equipment from view from the street or by neighbors.
13. SIGNS: No signs, either permanent or temporary, of any kind or nature shall be placed or erected on any lot, except that a single sign of not more than five (5) square feet in size and having a maximum height of not more than three (3) feet may be permitted upon property to advertise the same for sale or for construction site purposes. The owner reserves the right to erect and maintain signs to designate the name of the subdivision, to which the size restriction herein stated, shall not apply.
14. SATELLITE DISHES: Satellite television receivers and similar television or radio receiving equipment may be located only in rear yard building area, and must be screened from view by ACC approved screening or by shrubs or trees.
15. MAILBOXES: In order to establish and maintain a consistent and compatible design and location pattern within the subdivision, the design and location of all mailboxes to be placed on all lots must be approved in advance by the ACC.
16. YARDS: Upon completion of a dwelling, it shall be the responsibility of the lot owner to install a sodded yard covering front & sides, of either Bermuda or Zoysia grass before occupancy of the dwelling. Each landowner shall install no less than (1) trees of not less than 2" caliper in either the front or side yard.
17. SIDEWALKS: Sidewalks to be five (5) feet wide, and five (5) feet from the curb.
18. OIL AND MINING OPERATIONS: No oil exploration or drilling and no mining operations of any kind shall be permitted on any lot within the subdivision.
19. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised or kept except that dogs, cats, and other household pets shall be permitted, provided they are not kept or maintained for any commercial purpose.
20. NUISANCES: No obnoxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become a nuisance or an annoyance to the neighborhood. All dead trees or dead limbs shall be removed as soon as practical. Grass, weeds, or tree sprouts shall be kept cut or mowed and shall not be allowed to exceed six (6) inches in height from the ground surface. Fences or outside structure or decorations shall be maintained so as not to become unsightly or any annoyance or nuisance to the neighborhood. No building materials or equipment of any kind or character shall be placed or stored on any lot in the subdivision until the owner is ready to commence construction of the improvements requiring such materials. A reasonable attempt shall be made to keep construction sites neat and orderly, and building materials shall not be place or stored in the street, between the curb and property line than necessary and reasonable. Upon completion of construction of improvements, all remaining building materials shall be stored inside and approved structure or shall be removed from the subdivision. No automobile, truck, bus, tractor, or other vehicle shall be left in an inoperative or disassembled state other than inside a garage or approved outbuilding for a period of more than three (3) days.
21. SITE DISTANCE AT INTERSECTIONS: No obstructions, including landscaping, shall be permitted at or near intersections of streets within the subdivision, which block or obstruct a reasonable site distance for vehicular and pedestrian traffic within the subdivision.
22. UNDERGROUND UTILITIES: All utility service lines in the subdivision shall be placed underground.
23. AMENDMENT OF COVENANTS: These covenants may be amended at any time with the written approval of the owners of two-thirds (2/3) of the lots within the subdivision. No amendment shall be allowed which would be in violation of the single-family dwelling zoning designation under the code or ordinances of the City of Bentonville in effect at the time of the amendment.
24. ENFORCEMENTS OF COVENANTS AND RESTRICTIONS: Any property owner within the subdivision may enforce these covenants by serving written notice of an alleged violation on the offending or violating property owner. If, within ten (10) days after delivery of a

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written notice, the violation has not been corrected or the property owner receiving such notices has not delivered written assurances to the complaining property owner that the violation will be corrected without unreasonable delay under the circumstances, the aggrieved property owner shall have the right to serve a written notice on the property owner in violation or alleged violation of a demand for arbitration designating the name for an arbiter. The part receiving such written demand for arbitration shall act within ten (10) days from the date of such receipt to accept the designated arbiter, as the sole arbiter or to designate in writing a second arbiter. If a second arbiter is designated, the two arbiters so selected shall then agree on a third and the arbitration committee or the sole arbiter shall then proceed to receive written statements from both parties, and shall render a written decision. By purchase of a lot in Saddlebrook Subdivision subject to the covenants, each lot owner agrees that the decision of the arbiter or committee of arbiters shall be final and binding. Each party to this arbitration shall bear the cost or expenses of the arbiter they have appointed and shall share equally the cost of the third arbiter. If a sole arbiter is accepted, the party appointing the arbiter shall bear the arbiters cost and expenses. If a lot owner fails to comply with the written decision of an arbiter or an arbitration committee within thirty (30) days or in the time specified in the written decision by the arbiters, any lot owner shall have the right to enforce the written arbitration decision in a court of competent jurisdiction and shall be entitled to recover all costs and expenses incurred in connection with such enforcement. This provision for arbitration of disputes, as well as the provision for arbitration of ACC disputes, is intended to promote a prompt, efficient and economical resolution of disputes arising within the subdivision and to prevent the delays and expenses normally associated with litigation of such disputes. It is the sincere belief of the owner that these arbitration provisions will be beneficial and will promote goodwill within the subdivision and the owner strongly urges each lot owner to carefully consider any matter before demanding arbitration. No court litigation shall be commenced with regard to disputes arising under the covenants, except to enforce an arbitration decision. Should an individual lot owner fail to respond to a written demand of arbitration within the time limit specified herein, the party demanding arbitration may petition a court of competent jurisdiction in Benton County, Arkansas for the appointment of the remaining two members of the arbitration committee, with the cost of such action to be at the expenses of the party who has failed to respond without good cause as determined by the court. In the event the two arbiters designated by the parties to a dispute cannot agree upon a third arbiter within a reasonable amount of time, either party to the dispute may petition a court of competent jurisdiction in Benton County, Arkansas to appoint a third arbiter to the cost of such legal proceeding shall be born equally by the parties to the dispute.

25. DURATION OF COVENANTS: These covenants and restrictions shall run with the land for a minimum period of thirty (30) years, and shall be automatically extended for the successive five (5) years without further action unless terminated by a majority of the lot owners in the subdivision.

26. TIME SHALL BE OF THE ESSENCE: It is acknowledged by the Owner that time shall be of the essence in the application, interpretation and enforcement of these covenants.

27. SEVERABILITY: Invalidation of any restriction set forth herein, or any part thereof, shall not invalidate or effect any of the other restrictions, and those restrictions or parts thereof which are not invalidated, shall remain in full force and effect.

28. PROPERTY OWNERS DUES: It is also hereby established that each lot owner in Saddlebrook Subdivision be assessed a twenty five dollar (\$25) annual fee for maintenance of any common area of said subdivision. This assessment may be amended from time to time by a majority of the owners of the lots within the subdivision. Such assessment will be combined with the like assessment in Phases I, II, III of Saddlebrook Subdivision.

Executed this 27th day of July, 2001.

Jerry Hoffman  
Jerry Hoffman, Secretary

James R. Bolain  
James R. Bolain, President

ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF BENTON

ON THIS 27 DAY OF JULY, 2001, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED AND ACTING, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, APPEARED IN PERSON JERRY HOFFMAN and JAMES R. BOLAIN TO ME PERSONALLY KNOWN THAT THEY ARE THE AUTHORIZED OFFICERS OF SADDLEBROOK DEVELOPMENT, INC., A CORPORATION AND IS DULY AUTHORIZED IN THEIR RESPECTIVE CAPACITIES TO EXECUTE THE FOREGOING INSTRUMENT FOR AND IN THE NAME OF THE CORPORATION, AND FURTHER STATED AND ACKNOWLEDGED THAT THEY HAD SO SIGNED, EXECUTED AND DELIVERED SAID INSTRUMENT FOR THE CONSIDERATION, USES AND PURPOSES THEREIN MENTIONED AND SET FORTH.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 27th DAY OF JULY, 2001.

Dee L. Payne  
Notary Public

My Commission expires:  
3/4/2010