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FILED FOR RECORD
At 320 O'Clock P M

PROTECTIVE COVENANTS
FOR
SOUTHFORK ADDITION
CENTERTON, BENTON COUNTY, ARKANSAS

SEP 16 1997

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

The undersigned, Tony Steele and Rex Grimsley, being the owner of Southfork Addition, Centerton, Benton County, Arkansas, does hereby establish and create the following Protective Covenants which shall apply to all lots, parcels and parts of lots in Southfork, Centerton, Benton County, Arkansas.

I.

- A. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot with the living area of the main structure, exclusive of one-story porches and garages, not less than 1400 square feet. Exterior must be at least 50% brick or equal. Roof to be 6/12 pitch mm. with minimum 12" overhang and have architectural shingles.
- B. LAND USE AND BUILDING TYPE. No lot shall be used except for R-1 zoning, Single Family, with attached double car garage; (no carports).
- C. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plan and specification and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Approval shall be as in article II.
- D. NUISANCES. No noxious or offensive activity 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. No car or truck shall be worked upon the lot or driveway.
- E. TEMPORARY STRUCTURES. No structures of a temporary nature or character shall be used on any lot at any time as a residence or part of a residence either temporarily or permanently nor shall an outbuilding be permitted that detracts from the residential and architectural appearance of the development, provided that nothing in the terms of this paragraph shall be construed to prevent the use of a temporary structure by Tony Steele on any lot or lots for the purpose of maintaining a sales office or headquarters during the period of development and construction of this addition

1606 NW 12th
Bentonville, 72712

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- F. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purpose.
- G. GARBAGE AND REFUSE DISPOSAL. Trash, garbage or other waste shall not be kept upon any lot except in sanitary containers.
- H. SIGNS. No signs of any kind shall be displayed to the public view on any lot except a sign no more than three (3) square feet to advertise the lot for sale.
- I. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear of each lot. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easement or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements on 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.
- J. PARKING. No vehicles to be parked on the street.
- K. SIDEWALKS. At builder's expense. Four (4) feet wide, per City of Centerton City Code and ADA Standards.
- L. FENCE. Not to extend past front corner of house.
- M. SET BACKS. To be 25 feet minimum in front, 20 feet minimum in rear and 7 ½ feet on each side of house.

II.

- A. ARCHITECTURAL CONTROL COMMITTEE. This committee is composed of Tony Steele and an appointed Designee. The committee's approval or disapproval as required in these Covenants shall be in writing. Should any plan submitted fail to be approved or disapproved after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

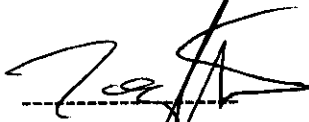
III.

- A. **TERM.** These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.
- B. **ENFORCEMENT.** Enforcement shall be by proceedings by law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages.
- C. **SEVERABILITY.** Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect

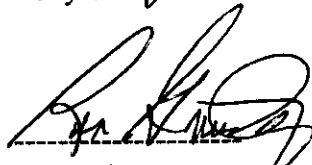
WITNESS my hand this 16th day of September, 1997

(seal)

SOUTHFORK ADDITION



Tony Steele



Rex Grimsley

