

18
98 044776

PROTECTIVE COVENANTS
SOUTHFORK SUBDIVISION PHASE II

A Subdivision in
Benton County, Arkansas

FILED FOR RECORD
At 4 O'Clock P M

MAY 01 1998

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, J.B. Hunt, LLC is the owner of a tract of land lying and situated in Benton County, Arkansas, more particularly described as follows:

A part of the Fractional Northwest 1/4, all in Section 7, Township 18 North, Range 29 West, Benton County, Arkansas, and being more particularly described as follows: Commencing at the Southeast corner of the Fractional Northwest 1/4, thence North 00°53'12" West 964.50 feet, thence South 89°06'48" West 1,844.50, thence North 89°55'49" West 947.98 feet, thence North 00°50'54" West 363.20 feet, thence South 89°17'51" East 248.37 feet to the POINT OF BEGINNING, thence North 00°39'23" West 774.01 feet, thence North 82°56'45" East 369.28 feet, thence South 5°58'40" East 103.82 feet, thence South 89°58'52" East 205.39 feet, thence South 02°51'22" East 29.46 feet, thence South 89°58'52" East 61.38 feet, thence South 03°06'15" East 679.98 feet, thence South 86°51'07" West 239.93 feet, thence South 43°33'56" West 296.32 feet, thence North 79°21'11" West 173.99 feet, thence North 22°37'45" West 151.14 feet, thence North 00°39'23" West 48.68 feet to the POINT OF BEGINNING containing 12.96 acres more or less.

AND WHEREAS, the above described land has been platted into Southfork Subdivision Phase II, a subdivision located in Benton County, Arkansas: and

WHEREAS, the owner of all of the above described lands and lots located within said lands has subdivided and intends to sell lots and building sites therein, subject to certain Protective Covenants, Assurances, and other limitations of use in order to prevent any use which might tend to diminish the value of pleasurable enjoyment thereof.

NOW, THEREFORE, the undersigned owner of Southfork Subdivision, Phase II, does hereby enter the following Protective Covenants and does hereby declare that the following Bill of Assurances and Protective Covenants are imposed on all lots in the described subdivision:

- 1) All Lots in said Subdivision shall be Residential Lots, and no other structures shall be erected on any of said Lots other than one detached, single family dwelling not to exceed two (2) stories from the level ground, to be used for residential purposes.
 - A.) Any single family dwelling shall have at least 1350 square feet or heated area, excluding porches, garages and breezeways with at least 700 square feet on the ground floor. Dwellings must have at least two car garage.
 - B.) No two or more adjoining lots may have identical house plans constructed.
 - C.) All foundations shall be constructed of #1 grade concrete block with header block (1-block) on the top course. No forming of the building slab will be permitted unless a brick skirt is used.
 - D.) All roof overhangs will be twelve inches (12").
 - E.) Roof pitches will be not less than 6/12.
 - F.) All fascia boards will be of 2" X 6" construction and covered with aluminum or vinyl.
 - G.) Soffit material may be vinyl if soffit is 12" or less, over 12", it must be of aluminum material.
 - H.) All dwelling exteriors must be brick front and sides to the 8' height with vinyl, aluminum or brick in rear.
 - I.) No garage may be enclosed for living purposes. The owner may use garage as heated space if they so choose, but must leave appearance of the outside of the dwelling the same.

- 2) 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 at least fifteen (15) days prior to the commencement of construction of same, and the written approval of the Architectural 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 aesthetically compatible with the other dwellings and accessory buildings in the subdivision. 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 Southfork, Phase II at any time with or without notice. Such amendment shall not affect plans or specifications for construction approved in writing prior to the date of such amendment. Southfork, Phase II committee shall consist of J.B. Hunt, Tim Graham, Kevin Riggins and Dennis Wohlford.
- 3) Sidewalks: All lots will be required to have sidewalks. Please refer to final plat.
- 4) No vehicles may be parked overnight in the Streets of this Subdivision. Lot owner shall provide sufficient off Street parking to accommodate the vehicles used by their family and guests. Also no semi-trailer truck or commercial vehicles shall be allowed to park in said subdivision, either on the Streets or on a privately owned Lot.
- 5) No trade or business shall be carried on upon any lot in said Subdivision, nor shall anything be done or performed thereon which may become an annoyance or nuisance to the neighborhood or detrimental to the residential value of any lot in said Subdivision, either on the street or on a privately owned lot in said Subdivision.
- 6) No Trailer, Mobile Home, Tent, shack, Metal building or other unsightly building or structure, temporary or permanent, other than the single family dwelling and detached garage, as described herein, shall be erected or used on said lots.

- 7) No dwelling or building or other structure will be allowed to have a carport attached to or on any of the lots of this subdivision.
- 8) The Owner(s) of each lot shall construct or cause to be constructed a concrete drive connecting garage of said dwelling to the street, said drive or drives being of adequate width to accommodate two or more automobiles in total. No culverts, pipes, or other underground drainage devices shall be constructed or erected at such driveways entrances.
- 9) No inoperative or junk motor vehicles or other vehicles shall be permitted to remain upon any lot or lots or in any public streets in said subdivision for a period in excess of two (2) days. And at no time will motor vehicles be allowed to be parked on said lots other than on the driveway leading to and from the street to the garage.
- 10) 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 that they not become a nuisance to the adjoining lot owners nor kept, bred or maintained for any commercial purposes; and that such household pets must be kept in accordance with the leash law of the City of Lowell, Arkansas.
- 11) No fences of any kind shall be constructed between the front building setback line and the curb. "Front" as used herein shall be that portion of a lot between the residence situated thereon and the street abutting said lot. Any fence built shall be a residential 6' privacy fence. No hog wire, barbed wire or like type fence is to be used.
- 12) No outbuilding shall be constructed on any lot within said tract which shall exceed 150 square feet in area. Such outbuildings so permitted shall be constructed so as not to detract from the general appearance of the neighborhood and shall be painted to duplicate the exterior of the main structure and shall have the same type and color of roof as main structure. However, premanufactured outbuildings of sound construction will be permitted. No sheet iron, tin or metal shall be used for siding or roof of any part thereof.
- 13) No clotheslines, drying yards, garbage cans or wood piles shall be permitted unless concealed so as not to be viewed from the residential street. No unsightly growth shall be permitted to grow on or remain upon the premises, and no refuse pile, or unsightly objects shall be allowed to be placed or to remain anywhere on the lots or in the streets of the subdivision

- 14) There shall be no T.V., Ham, Citizen Band, Two-Way Radio or other Communication Antenna installed on the roof of any structure in said Subdivision. Antennas of any nature shall be installed on a metal, self-supporting tower not exceeding 30 feet in height and located to the rear of dwelling, at least 20 feet from the side lot line. No Satellite Dishes.
- 15) No sign of any kind shall be displayed to the public view on any lot except one (1) professional real estate sign of not more than nine (9) square feet for the sale of the property.
- 16) No noxious or offensive activity shall be carried on upon any lot.
- 17) All lots must be maintained in a neat manner without the accumulation of debris or unsightly growth of grass or weeds.
- 18) Recreational and camping vehicles and boats may be stored and parked on the lots. However, these vehicles and boats shall be located behind the house, fence or in or behind the garage, or otherwise screened so that they are not visible from the street or adjoining lots. Screening walls and fences must be constructed of brick, stone or decorative wood.
- 19) After construction has commenced on a lot or if an improvement is damaged or destroyed, the improvement must be completed or restored promptly in order to avoid an unsafe or unsightly condition.
- 20) There shall be formed a property owners' association, organized by owners of the lots in the subdivision. By-laws of said organization shall be adhered to by all property owners, assessments as set by said property owners' association shall be paid when due by all lot owners and said property owners' association shall be responsible for maintaining the common ground, including but not limited to any signs, any walls, the utility bills, community mailboxes, and any other costs and expenses associated with the common areas of the subdivision. A fee to be determined by the property owners' association decided by ballot will be paid annually. Only one vote per lot shall be permitted.
- 21) J.B. Hunt, LLC will not be responsible for maintenance of the main entrance or for any public areas in the Southfork Subdivision, Phase II.

GENERAL PROVISIONS

- A. TERMS: 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 years (25) from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change these said covenants in whole or part.
- B. ENFORCEMENT: Enforcement shall be proceedings at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damages. These covenants shall be for the benefit of the City of Lowell and the provisions hereof may be enforced by the City or other beneficiary.
- C. SEVERABILITY: Invalidation of any one of these covenants by judgement of court order shall in no way effect any of the other provisions which shall remain in full force and effect.

98 044782

WITNESS MY HAND THIS 1ST DAY OF MAY, 1998

J.B. HUNT, LLC
BY: J.B. Hunt
J.B. Hunt
Managing Partner

ACKNOWLEDGEMENT

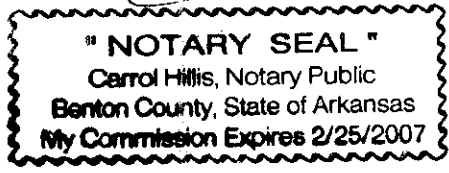
STATE OF ARKANSAS)
COUNTY OF Benton) ss.

On this day, before me personally appeared J.B. Hunt, to me personally known, who acknowledged that he is the Managing Partner of J.B. Hunt, LLC, and Arkansas Limited Liability Company, and that he is authorized to execute the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

WITNESS MY HAND AND SEAL THIS 1ST DAY OF MAY, 1998

Carrol Hillis
NOTARY PUBLIC

My Commission Expires:
2-25-2007



RETURN TO:
LANDTECH ENGINEERING, INC 7
P.O. Box 1080
SPRINGDALE, AR 72765