

**BYLAWS
OF
WEATHERTON SUBDIVISION PROPERTY
OWNERS ASSOCIATION**

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2008/10645
Term/Cashier: CASH3/DJONES
03/21/2008 2:15:46PM
Tran: 31293
Total Fees: \$20.00
Book 2008 Page 10645
Recorded in the Above
DEED Book & Page
03/21/2008

**ARTICLE I
MEMBERS**

Section 1 – Definition of Members: The members of the Association shall be those persons designated in Residential Dwellings in the Subdivision known as Weatherton.

**ARTICLE II
BOARD OF DIRECTORS**

Section 1 – Board of Directors and Officers: Any and all matters pertaining to the Declaration of Protective Covenants, Conditions and Restrictions for Weatherton Subdivision and the Property Owners Association shall be made written notice to L, LLC, Post Office Box 1060, Tontitown, Arkansas 72770.

**ARTICLE III
CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

Section 1 – Contracts: L, LLC may authorize any agent or agents of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or may be confined to specific instances.

Section 2 – Checks, Drafts and Orders: All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such agent or agents of the Association and in such manner as shall from time to time be determined by L, LLC.

Section 3 – Deposits: All funds of the Association shall be deposited in a timely manner to the credit of the Association at such banks, trust companies or other depositories determined by L, LLC.

**ARTICLE IV
BOOKS, RECORDS, FEES AND SERVICES**

Section 1 – Books and Records: The Association shall keep correct and complete books and records of account and shall keep names and addresses of the members.

Section 2 – Fees and Services: Members will be required to pay a Twenty Dollar (\$20.00) monthly fee payable in quarterly or yearly payments to: L, LLC, Post Office Box 1060, Tontitown, Arkansas 72770. These fees are for expenses incurred for mowing, weed eating and general up keep of entrances, islands, walking trail, play area, detention pond and any undeveloped lots in the Weatherton Subdivision.

AMENDMENT OF BYLAWS

These Bylaws may be altered amended or repealed and New Bylaws may be adopted by a majority of the Association with written notice being given to the members.

Passed and approved by L, LLC, directors of the 2007 Weatherton Subdivision Property Owners Association.

Jimmy Jones – President
Renee Mason - Secretary

Jimmy Jones 2-2-08
Renee Mason 2-2-08

Book 2008 Page 10646
Recorded in the Above
DEED Book & Page
03/21/2008
Benton County, AR
I certify this instrument was filed on
03/21/2008 2:15:57PM
and recorded in DEED Book
2008 at pages 0010645 - 0010646
Brenda DeShields-Circuit Clerk

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2009/24177
Term/Cashier: CASH5/RPENNINGTON
05/26/2009 3:24:56PM
74899
Total \$ 0.00

**DECLARATION OF COVENANTS OF ASSURANCE
AND RESTRICTIONS OF THE WEATHERTON SUBDIVISION
TO THE CITY OF LOWELL, ARKANSAS**

KNOW ALL MEN BY THE PRESENTS:

WITNESS:

Book 2009 Page 24177
Recorded in the Above
DEED Book & Page
05/26/2009

WHEREAS, the undersigned (herein referred to as Developer) is now the owner of all of property referenced herein below, which property has been subdivided in the lots of the Weatherton Subdivision and is reflected upon a plat of said subdivision which plat has been recorded and filed in the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and bears document number _____ and which plat is made a part of this Declaration, by reference, and this Declaration is likewise made a part by reference of said plat;

NOW, THEREFORE, the Developer declared that the real property described herein, and the soon-to-be-created lots on such property and in said Weatherton Subdivision are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens, hereinafter set forth or as hereinafter changed or amended.

ARTICLE 1

PROPERTY SUBJECT TO THIS DECLARATION

1.1 The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located and situated in Benton County, Arkansas, and which subdivision is located on the following lands, to-wit:

Tract 1:

The SW 1/4 of the SE 1/4 of Section 4, Township 18 North, Range 30 West, Benton County, Arkansas being more particularly described as follows: Beginning at the SE Corner of said SW 1/4 of the SE 1/4 also a point in the approximate centerline of Arkansas Highway 264, thence along the East line of the SW 1/4 of the SE 1/4 of Section 4, North 02 degrees 11 minutes 03 seconds East 1322.91 feet to the NW Corner of said SW 1/4 of the SW 1/4, thence along the North line of said SW 1/4 of the SE 1/4, North 87 degrees 12 minutes 11 seconds West 1319.19 feet to the NW Corner of the said SW 1/4 of the SE 1/4, thence along the West line of said SW 1/4 of the SE 1/4 South 02 degree 16 minutes 58 seconds West 1324.11 feet to the SW Corner of said SW 1/4 of the SE 1/4 and approximate centerline of Arkansas Highway 264, thence along said centerline South 87 degrees 15 minutes 22 seconds East 1321.45 feet to the Point of Beginning and subject to the right of way of Arkansas Highway 264 running on the South side of the property and subject to any other easements of record or fact.

Tract 2:

A Part of the Southeast Quarter of the Southwest Quarter of Section 4, Township 18 North, Range 30 West of the Fifth Principal Meridian Benton County; Arkansas and being more particularly described as follows, to wit: Beginning at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 4, thence South 01 degree 00 minutes 37 seconds West along the East line of said SE 1/4 of the SW 1/4, 1324.26 feet to the 5 Corner of said SE 1/4 of the SW 1/4; thence North 88 degrees 37 minutes 58 seconds West along the South line of said SE 1/4 of the SW 1/4 1117.97 feet; thence North 01 degree 34 minutes 20 seconds East 319.17 feet; thence South 89 degrees 58 minutes 15 seconds West 211.31 feet to a point in the West line of said SW 1/4 of the SE 1/4; thence North 01 degree 09 minutes 23 seconds East along said West line 1014.94 feet to the NW Corner of said SE 1/4 of the SW 1/4; thence South 8 degrees 25 minutes 42 seconds East along the North line of said SE 1/4 of the SW 1/4 1323.57 feet to the Point of Beginning and subject to any easements and/or rights of way of record, if any.

ARTICLE II

DEFINITIONS

2.1 The following terms as used in this Declaration of Covenants of Assurance and Restrictions are defined as follows:

- a. "Declaration" means this Declaration of Covenants of Assurance and Restrictions for the Weatherton Subdivision to the City of Lowell, Arkansas.
- b. "Property" means the Weatherton Subdivision to the City of Lowell, Arkansas, as the same may be shown on the plat referenced hereinabove and recorded in Benton County, Arkansas.
- c. "Lot" means any numbered Lot designated on the Plat of the property, except as may be herein excepted.
- d. "Plat" means the map of the plat of the Weatherton Subdivision to the City of Lowell, Arkansas, as it is recorded.
- e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot subject to this Declaration, except that such term shall not mean Developer regardless of whether Developer has a fee simple interest in any lot.
- f. "Developer" shall mean and refer to _____, or any combination thereof as the context suggests.

- g. "Subdivision" shall mean the Weatherton Subdivision to the City of Lowell, Arkansas, as per plat on file in the office of the Circuit Clerk, and Ex-Officio Recorder of Benton County, Arkansas.

ARTICLE III

RESTRICTIONS ON RESIDENTIAL LOTS

3.1. Fences: Only fences constructed of wood may be installed. There shall be no other fences allowed. In no event shall any fence be built which would detract from the appearance or obstruct visibility of the entry signs to the Property. All privacy fences shall be constructed so that the framing shall be toward the inside of the owner's Lot and shall be constructed at a height of six (6) feet to maintain uniformity. Any fence, once constructed, must be maintained by the property owner who had it constructed or their successor-in-interest.

3.2. Nuisances: No noxious or offensive activities or nuisances shall be permitted on any Lot or Parcel.

3.3. Signs: No person shall erect or maintain upon any Lot, or improvement thereto, any sign or advertisement, except a real estate sign when the property is listed for sale or for rent, provided, however, that this restriction shall not apply to Developer or Builders during development and construction of the Subdivision.

3.4. Animals: No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance and all Owners shall comply with applicable laws, ordinances and regulations concerning animals.

3.5. Garbage and Refuse Disposal: No Owner shall accumulate on his or her Lot litter, refuse or garbage, except in approved receptacles. All Owners shall be required to have a mandatory trash pick up as provided or required by the City of Lowell, Arkansas.

3.6. Limited Access: There shall be no access to any Lot on the perimeter except from designated streets or roads within the Subdivision.

3.7. Drilling and Mining: No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

3.8. Communication Towers and Satellite Dishes: No communications mast, tower, or structure may be installed on any Lot, except that satellite dishes may be installed only on the rear of a dwelling and shall not exceed the height of the lowest roof ridge line of such dwelling.

3.9. Parking on the Streets: No vehicles may be parked overnight in the streets of the Subdivision. Owners shall provide sufficient off-street parking to accommodate the vehicles used by their families and guests. Furthermore, no semi-trailers trucks or commercial vehicles shall be allowed to park in the Subdivision, either on the streets or on the Lots, provided, however, that this restriction shall not apply to Developer during construction and development of the Subdivision.

3.10. Structures other than Dwellings: No trailer, mobile home, tent, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the rear yard of a Dwelling provided that the square footage of such storage building does not exceed 250 square feet; is constructed of a material that complements the Dwelling which it accompanies; and is constructed within a privacy fence. The restrictions contained in this section shall not apply to the Developer during construction and development of the Subdivision.

3.11. Recreational Vehicle and Boats: Recreational and camping vehicles, trailers and boats may not be stored and parked on the Lots.

3.12. Minimum Square Footage: All Dwellings in the Subdivision shall have a minimum of fifteen hundred (1550) square feet of heated area. The minimum square footage requirements is exclusive of garages, porches, patios and decks.

3.13. Restriction of Type of Dwelling: There shall be no Dwellings erected on any lot other than a detached single family dwelling having at least a two-car enclosed garage. The garage may be detached but the exterior materials must be the same as is used on the dwelling.

3.14. Exterior of Dwellings: The exterior of all Dwellings erected on the Lots shall be a masonry veneer construction to the extent that the exterior of each such Dwelling is at least ninety percent (90%) masonry veneer, excluding windows and doors. Except as to fascia and soffets, there shall be no man-made siding, such as masonite, metal, vinyl, etc. However, such siding restrictions shall not apply to gables. All roof pitches shall be a minimum of 8/12 pitch. Any composition rood on any dwelling in the subdivision shall be a thirty (30) year architectural shingle roof.

3.15. Lot maintenance and sod: All Lots shall be maintained, mowed and kept free of noxious weeds whether they be improved or unimproved. Further, upon construction of a dwelling, the Owner shall sod the lawn area of the Lot from the front of such dwelling to the curb line and the remaining areas of the lot shall be either be sodded, sown with grass seed and mulch, or hydroseeded; provided, however, that this section shall not apply to Developer during construction and development of the Subdivision.

3.16. Platted easements: All Lots are subject to easements that are shown on the Plat, including but not limited to, easements for fences and entry signs.

3.17. Covenants to Run with the Land: All covenants and restrictions set forth in this Declaration are to run with the land and shall be binding on all parties, their successors, heirs and assigns, for a period of thirty (30) years from the date this Declaration is recorded; provided, however, that after the date this Declaration is recorded, the covenants and restrictions may be amended at any time by the record owners of at least fifty-one (51) percent of the total Lots in the Subdivision. Such amendments shall be made and executed by said record owners so as to be recorded with the registrar of deeds of Benton County, Arkansas.

Provided, further, that after the expiration of the thirty (30) year period set forth above and any time within six (6) months from said expiration, a majority of the Lots, through their record owners, may express their intention, in writing, so drafted and executed as to be recorded with the registrar of deeds in Benton County, Arkansas, that they no longer care for the covenants, and the same shall then be terminated. In the event that no action is taken within the prescribed time, this Declaration shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that this Declaration may be amended after the expiration of the time periods as set forth in this paragraph, either by adding to or taking from said Declaration in their present form, providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the Lots, through their record owners, and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

ARTICLE IV

MISCELLANEOUS

4.1. Violations: If the parties hereto, or their heirs, successors or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any Lot or Lots in the Subdivision to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to recover damages or other penalties and costs, including reasonable attorney's fees for such violation.

4.2. Notices: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the County Assessor at the time of such mailing.

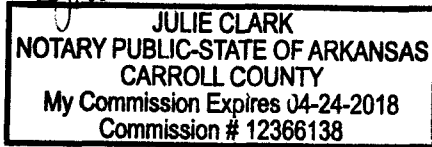
4.3. Additional Phases: The Developer reserves, unto itself, the right without joinder or consent of any Owner, Builder or Mortgagee, to file additional plats in

the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas to add additional phases which shall be subject to this Declaration.

4.4. Severance: Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

4.5. Waiver: Failure of any of the parties, their heirs, successors or assigns, to exercise any of the options contained herein upon breach by other party, its heirs, successors or assigns, subject to this Declaration, shall not constitute a waiver of that party's right to exercise such option upon further breach.

Julie Clark



J. Jones 5-21-09

Benton County, AR
I certify this instrument was filed on
05/26/2009 3:25:32PM
and recorded in DEED Book
2009 at pages 0024177 - 0024182
Brenda DeShields-Circuit Clerk

**BYLAWS
OF
WEATHERTON SUBDIVISION PROPERTY
OWNERS ASSOCIATION**

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2009/24183
Term/Cashier: CASH5/RPENNINGTON
05/26/2009 3:25:44PM
Tran: 74899
Total Fees: \$20.00
Book ~~2009~~ Page ~~24183~~
Recorded in the Above
DEED Book & Page
05/26/2009

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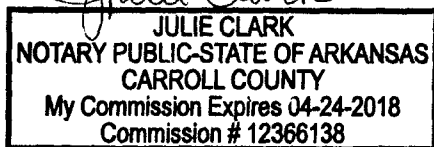
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Jimmy Jones – President
Renee Mason - Secretary



Book 2009 Page 24184
Recorded in the Above
DEED Book & Page
05/26/2009

Benton County, AR
I certify this instrument was filed on
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and recorded in DEED Book
2009 at pages 0024183 - 0024184
Brenda DeShields-Circuit Clerk