

PROTECTIVE COVENANTS AND RESTRICTIONS

PARKCREST FIRST ADDITION

THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

Index:

1. Architectural Control.
2. General Covenants.
3. Fences.
4. Satellite dishes, etc.
5. Inoperative Automobiles and Repairs.
6. Outbuildings.
7. Vehicle Parking.
8. Property Maintenance and Refuse Disposal.
9. Landscaping.
10. Livestock and Poultry.
11. Noxious Activity.
12. Temporary Structures.
13. Utility Easements.
14. Wall Maintenance Easement.
15. Term.
16. Enforcement.
17. Severability.

Acknowledgment.

Approval signature, Planning Commission, City of Bentonville.

FILED FOR RECORD
At 4:40 o'clock P.M.

JUN 10 1993

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

City of Bent.

*11464
HHS*

PARKCREST FIRST ADDITION

THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

J.L. Properties, Inc., hereinafter referred to as ("Developer"), being the owner of all of Parkcrest First Addition ("the Subdivision") to the City of Bentonville, Benton County, Arkansas, does hereby establish and create the following Protective Covenants and Restrictions for Parkcrest First Addition which shall apply to and be for the benefit and value enhancement of all lots, blocks, parcels as shown on the recorded plat of said residential subdivision in the office of the Recorder of Benton County, Arkansas:

1. Architectural Control No building shall be erected, placed or altered on any property in the subdivision in violation of the Codes and Ordinances of the City of Bentonville, nor may any building be erected, placed or altered on any property in the subdivision until the building plans and specifications, exterior color scheme and plot plan have been approved, in writing, by the Developer. The plot plan referred to herein must show the location and facing of such building with respect to existing topography, adjoining streets and finished ground elevations. In the event the Developer fails to approve or disapprove any plan, specification, exterior color scheme or plot plan within forty five days (45) after its submission to the Developer such item as submitted shall be deemed to fully meet the requirements of this Covenant. Nothing contained in this Covenant nor any consent by the Developer shall in any way be deemed to prevent any owner of property in this subdivision from enforcing any other legal right which such owner may have as to any improvement in this subdivision. Application of this paragraph shall terminate with respect to all lots in the subdivision on December 31, 1997.

2. General Covenants All lots in Parkcrest Addition shall be used for single-family residential purposes only. No residence shall be constructed that is less than -900- square feet of heated area, exclusive of carports, garages, and storage rooms. At least -700- square feet shall be on a main level. Notwithstanding these limitations, until houses have been constructed on all lots in subdivision, the Developer shall be entitled to use any lot owned by Developer for construction of model homes, sales offices, construction sheds or sheds for storage of materials. Lot areas and widths shall be shown on the recorded plat, and no residential lot shall be re-subdivided into two or more lots.

3. Fences No fence, enclosure of part of any building of any type or nature whatsoever shall be erected, added to, altered, placed or maintained within this subdivision until such shall have been approved by the Developer, under the same procedures as set

forth under Architectural Control hereinabove, nor shall any such item be erected or replaced contrary to the Codes or Ordinances of the City of Bentonville.

4. Satellites dishes, etc. No satellite dish antennae or electronic receiving device shall be erected in the front yards of any lot in the subdivision or in a rear yard location without the written consent of the Developer under the same procedures set forth under Architectural Control in paragraph 1.

5. Inoperative Automobiles and Repairs No automobile, truck or vehicles or equipment shall be left inoperative on any lot or the street adjacent thereto for a period in excess of thirty six (36) hours. Repairs or maintenance to automotive vehicles shall not be conducted on any lot or street, when repairs or maintenance requires a period of more than four (4) hours. Inoperative vehicles and parts stored or under repair in a garage must be totally enclosed by the garage building with all doors to the garage to remain closed except for periods of access or ventilation not to exceed ten (10) minutes.

6. Outbuildings No outbuilding or other detached structure appurtenant to any residence may be erected on any lot in the subdivision in violation of the Codes or Ordinances of the City of Bentonville nor without the consent of the Developer in the same manner as set forth in paragraph 1.

7. Vehicle Parking All residences must have off street parking only, and no parking shall be permitted off designated driveways or parking pads. No recreational vehicle, boat, truck (larger than 3/4 ton), tractor, heavy construction vehicle, mobile items of equipment, or other vehicles or vehicle parts or other mobile units which might be of a noxious nature or otherwise undesirable to the safety and welfare of the public or detrimental to the neat, clean, orderly and desirable maintenance of the lots, neighborhood, and general environment of the subdivision shall be parked or left standing in the front yard or along any street. Short or temporary visitation of operable vehicles may be permitted for a period not to exceed four (4) hours.

8. Property Maintenance and Refuse Disposal Garbage, debris, refuse, damaged, inoperable or unusable material of any kind of nature shall not be allowed to accumulate on any lot in the subdivision. Owners and Occupants of lots and buildings will maintain property in a safe, neat and orderly state of repair so as to enhance the property environment and value. Refuse or garbage containers shall be stored inside or behind fences except during periods required for collection by serving agencies.

9. Landscaping Trees, shrubs and all landscaping shall be maintained by a neat and clean standard of gardening or landscaping, and each lot shall always contain landscaping (trees, shrubs, grass, flowers, etc.) in an amount, size and quality equal at least to that originally installed or provided by the Developer

to the owner and occupants of each lot developed with a residence.

10. Livestock and Poultry No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or part thereof, except that dogs, cats, or other household pets may be kept in normal and reasonable numbers, provided they are not kept, bred, or maintained for commercial purposes.

11. Noxious Activity No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any vacant lot, or shall anything ever be done which shall be or become an annoyance or nuisance to the quiet and orderly maintenance of the neighborhood.

12. Temporary Structures No trailer, mobile home, camper, boat, basement, tent, shack, garage, barn or other outbuilding shall at any time be used on any lot for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This covenant shall not restrict the recreational activity of children or adults for a period of habitation not to exceed twelve (12) hours. At no time shall such structures be erected or located in front yards.

13. Utility Easements Easements for the installation, maintenance, repair, and replacement of utility services and drainage have been dedicated as shown upon the recorded plat of this subdivision. No plantings, structures, building, fences or similar improvements shall be placed or permitted to remain upon any lot which may interfere with the operation, installation or maintenance of utilities which may affect, obstruct or retard the flow of water in drainage channels within the easement.

14. Wall Maintenance Easement Easement for the maintenance of dwellings located upon any of the lots within this subdivision are reserved across all interior lot lines shown upon the recorded plat of the subdivision. However, any owner of any lot herein shall be liable to the adjoining owner of any lot for any damage done to such adjoining lot by the utilization of this easement. Included upon the plat in a perpetual wall maintenance easement of no less than 5 feet to permit care and maintenance of walls and structures. Roof overhangs may penetrate the easement to the adjacent lot a maximum 24 inches but roofs pitched in the direction of and discharging water on or near this 5 foot easement shall be guttered and runoff water shall be contained within or over this easement area only.

15. Term Those covenants shall run with the land and shall be binding upon all parties, their heirs and assigns for a period of -28- years from the date these covenants are recorded. Upon the expiration of such period, such covenants shall be automatically extended for successive periods of five years, unless, during such time, an instrument terminating or amending said covenants, signed by sixty five (65) percent of the then

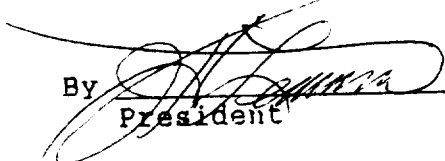
owners of the lots within the subdivision has been approved by the Planning Commission in Bentonville, Arkansas and recorded in the Deed Records of Benton County, Arkansas.

16. Enforcement Enforcement of the provisions of these Covenants shall be by the Developer, any owner of property within the subdivision, or by the City of Bentonville, Arkansas by proceeding at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damages therefor. The original owner of each lot within the subdivision shall acknowledge these Protective Covenants and Restrictions by his signature on a copy thereof.

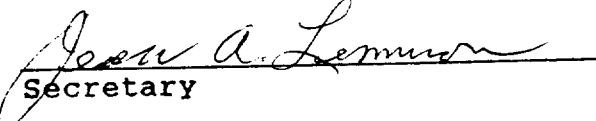
17. Severability Invalidation of any single or multiple covenants contained herein by order of any court shall not effect any remaining provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument of covenants and restrictions is hereby executed this 26th day of April, 1993.

J.L. Properties, Inc.

By 
President

ATTEST:


Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

Be it remembered, that before me, a Notary Public duly commissioned, qualified, and acting, within and for the State and County aforesaid, appeared J.L. Lemmon the President of JL Properties, Inc, known to me to be the person who executed the above and foregoing, and did acknowledge that he/she had done so, in such capacities, for and on behalf of said Corporation, for the consideration and purposes therein expressed. IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of 26th April, 1993.

Seamus Guder
Notary Public

My commission expires:

July 7, 1994

APPROVED - Planning Commission, the City of Bentonville, Arkansas.

Samuel Lind
Chairman

95 049179

FILED FOR RECORD
At 10 O'clock A M

PROTECTIVE COVENANTS AND RESTRICTIONS

JUL 31 1995

PARKCREST * ADDITION

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

J.L. Properties, Inc., hereinafter referred to as ("Developer"), being the owner of all of Parkcrest * Addition ("the Subdivision") to the City of Bentonville, Benton County, Arkansas, does hereby establish and create the following Protective Covenants and Restrictions for Parkcrest First Addition which shall apply to and be for the benefit and value enhancement of all lots, blocks, parcels as shown on the recorded plat of said residential subdivision in the office of the Recorder of Benton County, Arkansas:

1. Architectural Control No building shall be erected, placed or altered on any property in the subdivision in violation of the Codes and Ordinances of the City of Bentonville, nor may any building be erected, placed or altered on any property in the subdivision until the building plans and specifications, exterior color scheme and plot plan have been approved, in writing, by the Developer. The plot plan referred to herein must show the location and facing of such building with respect to existing topography, adjoining streets and finished ground elevations. In the event the Developer fails to approve or disapprove any plan, specification, exterior color scheme or plot plan within forty five days (45) after its submission to the Developer such item as submitted shall be deemed to fully meet the requirements of this Covenant. Nothing contained in this Covenant nor any consent by the Developer shall in any way be deemed to prevent any owner of property in this subdivision from enforcing any other legal right which such owner may have as to any improvement in this subdivision. Application of this paragraph shall terminate with respect to all lots in the subdivision on December 31, 1997.

2. General Covenants All lots in Parkcrest Addition shall be used for single-family residential purposes only. No residence shall be constructed that is less than -900- square feet of heated area, exclusive of carports, garages, and storage rooms. At least -700- square feet shall be on a main level. Notwithstanding these limitations, until houses have been constructed on all lots in subdivision, the Developer shall be entitled to use any lot owned by Developer for construction of model homes, sales offices, construction sheds or sheds for storage of materials. Lot areas and widths shall be shown on the recorded plat, and no residential lot shall be re-subdivided into two or more lots.

3. Fences No fence, enclosure of part of any building of any type or nature whatsoever shall be erected, added to, altered, placed or maintained within this subdivision until such shall have been approved by the Developer, under the same procedures as set

J. L. Properties, Inc.
205 Pleasantview Ln.
Bentonville, Ark 72712

19107

95 049180

forth under Architectural Control hereinabove, nor shall any such item be erected or replaced contrary to the Codes or Ordinances of the City of Bentonville.

4. Satellites dishes, etc. No satellite dish antennae or electronic receiving device shall be erected in the front yards of any lot in the subdivision or in a rear yard location without the written consent of the Developer under the same procedures set forth under Architectural Control in paragraph 1.

5. Inoperative Automobiles and Repairs No automobile, truck or vehicles or equipment shall be left inoperative on any lot or the street adjacent thereto for a period in excess of thirty six (36) hours. Repairs or maintenance to automotive vehicles shall not be conducted on any lot or street, when repairs or maintenance requires a period of more than four (4) hours. Inoperative vehicles and parts stored or under repair in a garage must be totally enclosed by the garage building with all doors to the garage to remain closed except for periods of access or ventilation not to exceed ten (10) minutes.

6. Outbuildings No outbuilding or other detached structure appurtenant to any residence may be erected on any lot in the subdivision in violation of the Codes or Ordinances of the City of Bentonville nor without the consent of the Developer in the same manner as set forth in paragraph 1.

7. Vehicle Parking All residences must have off street parking only, and no parking shall be permitted off designated driveways or parking pads. No recreational vehicle, boat, truck (larger than 3/4 ton), tractor, heavy construction vehicle, mobile items of equipment, or other vehicles or vehicle parts or other mobile units which might be of a noxious nature or otherwise undesirable to the safety and welfare of the public or detrimental to the neat, clean, orderly and desirable maintenance of the lots, neighborhood, and general environment of the subdivision shall be parked or left standing in the front yard or along any street. Short or temporary visitation of operable vehicles may be permitted for a period not to exceed four (4) hours.

8. Property Maintenance and Refuse Disposal Garbage, debris, refuse, damaged, inoperable or unusable material of any kind of nature shall not be allowed to accumulate on any lot in the subdivision. Owners and Occupants of lots and buildings will maintain property in a safe, neat and orderly state of repair so as to enhance the property environment and value. Refuse or garbage containers shall be stored inside or behind fences except during periods required for collection by serving agencies.

9. Landscaping Trees, shrubs and all landscaping shall be maintained by a neat and clean standard of gardening or landscaping, and each lot shall always contain landscaping (trees, shrubs, grass, flowers, etc.) in an amount, size and quality equal at least to that originally installed or provided by the Developer

95 049181

to the owner and occupants of each lot developed with a residence.

10. Livestock and Poultry No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or part thereof, except that dogs, cats, or other household pets may be kept in normal and reasonable numbers, provided they are not kept, bred, or maintained for commercial purposes.

11. Noxious Activity No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any vacant lot, or shall anything ever be done which shall be or become an annoyance or nuisance to the quiet and orderly maintenance of the neighborhood.

12. Temporary Structures No trailer, mobile home, camper, boat, basement, tent, shack, garage, barn or other outbuilding shall at any time be used on any lot for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This covenant shall not restrict the recreational activity of children or adults for a period of habitation not to exceed twelve (12) hours. At no time shall such structures be erected or located in front yards.

13. Utility Easements Easements for the installation, maintenance, repair, and replacement of utility services and drainage have been dedicated as shown upon the recorded plat of this subdivision. No plantings, structures, building, fences or similar improvements shall be placed or permitted to remain upon any lot which may interfere with the operation, installation or maintenance of utilities which may affect, obstruct or retard the flow of water in drainage channels within the easement.

14. Wall Maintenance Easement Easement for the maintenance of dwellings located upon any of the lots within this subdivision are reserved across all interior lot lines shown upon the recorded plat of the subdivision. However, any owner of any lot herein shall be liable to the adjoining owner of any lot for any damage done to such adjoining lot by the utilization of this easement. Included upon the plat in a perpetual wall maintenance easement of no less than 5 feet to permit care and maintenance of walls and structures. Roof overhangs may penetrate the easement to the adjacent lot a maximum 24 inches but roofs pitched in the direction of and discharging water on or near this 5 foot easement shall be guttered and runoff water shall be contained within or over this easement area only.

15. Term Those covenants shall run with the land and shall be binding upon all parties, their heirs and assigns for a period of -28- years from the date these covenants are recorded. Upon the expiration of such period, such covenants shall be automatically extended for successive periods of five years, unless, during such time, an instrument terminating or amending said covenants, signed by sixty five (65) percent of the then

95 049182

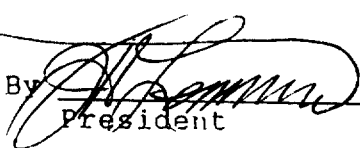
owners of the lots within the subdivision has been approved by the Planning Commission in Bentonville, Arkansas and recorded in the Deed Records of Benton County, Arkansas.

16. Enforcement Enforcement of the provisions of these Covenants shall be by the Developer, any owner of property within the subdivision, or by the City of Bentonville, Arkansas by proceeding at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damages therefor. The original owner of each lot within the subdivision shall acknowledge these Protective Covenants and Restrictions by his signature on a copy thereof.

17. Severability Invalidation of any single or multiple covenants contained herein by order of any court shall not effect any remaining provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument of covenants and restrictions is hereby executed this 24th day of July, 1995.

J.L. Properties, Inc.

By 
President

ATTEST:

Jean A. Lemmon
Secretary

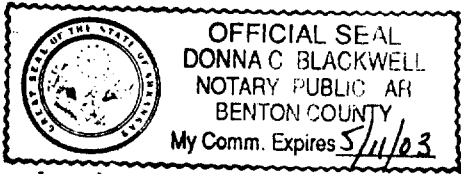
*Parkcrest Addition to The City of Bentonville - Part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33 North, T33N, R30 West, Benton County Arkansas, described as beginning at the NW corner of the said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence S89-29-46 E 843.48'; thence S00-04-41 W 1085.00'; thence N89-29-46 W 843.48'; thence N00-04-41 E 1085.00' to the point of beginning; subject to the right of way of East Central and Moberly Lane.

95 049183

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

Be it remembered, that before me, a Notary Public duly commissioned, qualified, and acting, within and for the State and County aforesaid, appeared Jim Lemmon the President of S.L. Properties, Inc., known to me to be the person who executed the above and foregoing, and did acknowledge that he/she had done so, in such capacities, for and on behalf of said Corporation, for the consideration and purposes therein expressed. IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24 day of July, 1996.



Donna C. Blackwell
Notary Public

My commission expires:

5-11-2003

APPROVED - Planning Commission, the City of Bentonville, Arkansas.

Quinn B. Rife
Chairman