

91-12876

FILED FOR RECORD
At 2:10 O'clock P.M.

Protective Covenants and Restrictions

APR 04 1991

Brookhollow Park Addition

SUE HODGES

Bentonville, Benton Co., Arkansas

Clerk and Recorder
BENTON COUNTY, ARK.

1. **Purpose:** All lots in Brookhollow Park Addition shall be used for single-family residential purposes only.

2. **Building Type:** No residence shall be constructed that is less than 800 square feet of heated area, exclusive of carports, garages, and storage rooms. Of which, at least 500 square feet must be on main level. A maximum of one garage and, or, storage building will be allowed for each dwelling and must be kept maintained as part of the house.

Notwithstanding these limitations, until houses have been constructed on all lots in the subdivision, the Owner shall be entitled to use any lot owned by Owner for construction of model homes, sales offices, construction sheds or sheds for storage of materials.

3. **Lot Area and Width:** Lot areas and widths shall be as shown on the recorded plat, and no residential lot shall be re-subdivided into two or more lots.

4. **Parking:** All residences must have off-street parking only, and shall not be permitted to park off of designated driveways or parking pads.

5. **Vehicles:** Any boat, R.V., camper, untagged or off-road vehicle must have a separate concrete parking pad and may not be parked at any time in front of front building line. Likewise, no vehicle repairs to be performed in other than area to rear of fences at building lines. No vehicle maintenance shall be performed on the streets or in the front yards or parking pads of any lot.

6. **Easements.** Easements for installation and maintenance of

utilities and drainage facilities are reserved on each lot as reflected on the recorded plat. Within these easements, no structure, planting, or other material (except for driveways across the front of any lot) shall be placed or permitted to remain which may interfere with the operation, installation or maintenance of utilities, or which may change the direction of flow or drainage channels in the easement, or which may obstruct or retard the flow of water toward or through drainage channels in the easement. Driveways permitted within the easement shall be constructed so as not to prevent any obstruction to the flow of water or any change in the area of each lot and all improvements in it shall be maintained continuously by the owners of the lot, except for those improvements for which a public authority or utility is responsible.

7. Grounds Maintenance: No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall be kept in non-corrosive/ non-breakable trash containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be kept in a clean and sanitary condition. No garbage or trash containers are to be kept in view of the street unless it is to be picked up within 24 hours.

8. Animals: 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 and maintained, provided that they are not kept, bred or maintained for any commercial purposes. There shall be no more than two pets per household. Household pets shall be maintained in a clean and sanitary situation and shall not be obnoxious or a nuisance to the surrounding owners. Any owners with pets are required to provide backyard fencing in accordance with acceptable fence requirements. All owners of pets will be held responsible for any damages resulting from the pet.

9. **Temporary Inhabitants:** No structure or vehicle such as a boat, trailer, basement, tent, shack, garage, barn, camper, mobile home or other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently.

10. **Satellite Dishes:** No satellite dishes will be permitted in front of fences located at the building lines.

11. **Basketball Goals:** Any basketball goal or like structure may only be constructed in a fashion deemed not to be unsightly by the Architectural Control Committee. No basketball goals or courts may be constructed on the front of any house or in the front of any house.

12. **Front Yards:** Fencing of front yards is prohibited, except that decorative wood or stone fencing of a maximum height of three (3) feet may be constructed upon approval by the Architectural Control Committee. Any fence located on any lot must be approved as to material, location, height, and width by the Architectural Control Committee prior to commencement of construction. Any fence erected around rear perimeter of property must contain a gate or gates of adequate size according to city requirements for city utility vehicles to have access to the utility easements for ingress and egress for maintenance purposes. Front yards in front of the building line, including front porches, shall not be utilized for storage of any items. The only acceptable items shall be flower pots to compliment landscaping and/or porch type furniture. All landscape additions to existing landscape must meet the approval of the Architectural Control Committee.

13. **Garages:** All garages must be kept closed when not in use for the purpose of ingress or egress of automobiles.

14. **Exterior Lighting:** All exterior lighting must be approved by the Architectural Control Committee.

15. **Clothes Lines:** No permanent outdoor clothes lines are permitted.

16. **Lot Maintenance:** Owners of lots shall keep the same from unsightly accumulations of trash, and shall keep weeds, grass and underbrush cut to avoid fire hazards and unsightly appearance. The front yard grass is to be kept mowed to no higher than six inches. If deemed unsightly by A.C.C., any necessary maintenance may be contracted and charged to owner and if unpaid, will become a lien against premises until paid.

17. **Offensive Activities:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

18. **Oil and Mining Operations:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

19. **Signs:** No signs shall be allowed on any lot or house by an owner, business, or trade, once the property has been sold from the developer to an individual except for (1) one "For Sale" sign may be placed in the front of the property within (10) ten feet of the curb. Such a sign will be of no larger than (3) feet by (3) feet square. Any "For Sale" sign must be removed within (10) ten business days from date the property has sold. The developer reserves the right to remove any sign found to be obnoxious or unsightly due to shape, color, size, etc.

20. **Sight Distance at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply

on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement.

21. Storage Areas: All residences shall have a garage or attached storage building, or house must be constructed upon specified lot chosen by the A.C.C.

22. Structural Additions: All room additions, alterations, garages, carports, fences and other structures must first be approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and to location with respect to topography and finish grade elevation. Such approval authority shall remain with Burckart Construction, Inc. until such time as more than seventy-five percent of the lots have been sold and the Committee has been duly elected as provided in the next paragraph hereof.

23. Architectural Control Committee: The Architectural Control Committee shall be composed of three appointed members by Burckart Construction, Inc. until such time Burckart Construction, Inc. feels enough owners of record in the subdivision are available to hold an election and may join or replace existing members.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded majority owners of the lots of the entire subdivision shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to restore to it any of its powers and duties.

24. Covenants, Renewal or Changes: These covenants shall run with the land and shall be binding on the present owners and all persons

hereafter acquiring title in any manner to any part of the subdivision for a period of ten years from date, after which time said covenants shall be automatically renewed for successive periods of five years, unless at any time an instrument signed by the then owners of a majority of the lots shall be recorded, agreeing to change said covenants, in whole or in part.

25. **Violations:** If any owner or occupant shall at any time, while these covenants are in effect, violate or attempt to violate any of these covenants, any other owner of any part of the addition may institute and prosecute an action of law or in equity against the persons violating or attempting to violate any covenant to prevent or terminate the violation, or to recover damages resulting from the violation. Judicial or legislative action invalidating any one or more of these covenants shall not affect the remaining provisions which shall continue in full force and effect.

ACCEPTANCE:

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY PLANNING COMMISSION OF BENTONVILLE, ARKANSAS THIS 15 DAY OF May 1991.



CHAIRMAN


JOHN R. BURCKART/ OWNER, DEVELOPER

OWNER'S AGREEMENT

The undersigned hereby acknowledges that they have read and understand each of these restrictive covenants herein contained, and agrees to abide them and be responsible for any tenant, leasee, or inhabitant of property for as long as it is owned by the undersigned.

Dated this _____ day of _____, 19 ____.

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF BENTON)

On this day personally appeared before the undersigned, a notary public within and for the county and state aforesaid, duly qualified, commissioned and acting, _____, and stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my official seal on this _____ day of _____, 1991.

Notary Public

My Commission Expires:

