

FILED FOR RECORD
At 1:41 O'clock P.M.

94 037534

MAY 27 1994

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

STATE OF ARKANSAS)

) ss. **PROTECTIVE COVENANTS**

COUNTY OF BENTON)

For FALLON HEIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That WALTER GRAY AND ASSOCIATES, INC., an Arkansas corporation, being the owner of all of the lands in FALLON HEIGHTS, a subdivision located in Siloam Springs, Benton County, Arkansas, according to the recorded plat thereof as recorded and designated in Plat Record 19 at Page 154 of the Plat Records on file in the Office of the Circuit Clerk and Recorder of Benton County, Arkansas, desiring to establish and maintain the character of said subdivision as a residential neighborhood and maintain and protect the property value levels in said subdivision through the regulation of type, size and placement of buildings, lot sizes, reservation of easements and prohibition of nuisances and other land uses that might affect the desirability of said subdivision as a residential area, does hereby adopt the following protective covenants which shall apply to all of said lands in FALLON HEIGHTS.

1. No lot shall be used except exclusively for residential purposes and any home occupations are specifically prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling unit not to exceed two stories in height and garage or one detached ground level, two family duplex unit and garage. No trailers, mobile homes, modular homes or manufactured homes constructed elsewhere and assembled on the site, prefabricated buildings or buildings moved from another location, tents, shacks or other outbuildings shall at any time be used as a shelter on any lot or erected, altered, placed or permitted to remain on any lot as a residence, either temporarily or permanently.

2. The ground floor heated/cooled living area of all single family dwelling units, exclusive of porches, patios, breezeways and garages, shall be not less than ONE THOUSAND FOUR HUNDRED (1400) square feet. The ground floor heated/cooled living area of all two-family duplex units, exclusive of porches, patios, breezeways and garages, shall be not less than SEVEN HUNDRED (700) square feet for each side of such duplex unit.

3. The exterior wall surfaces of each single family dwelling unit or each two-family duplex unit shall be covered at least ninety (90%) percent by brick veneer, fieldstone or cut stone. The use of concrete block or stucco for exterior walls is specifically prohibited. Any garage constructed in connection with any dwelling unit, either single family or duplex, shall be of the same design, shall have the same roof material and exterior trim and shall have the same material for its exterior walls as the dwelling constructed on such lot.

4. Each side of each duplex unit shall have constructed in connection therewith a garage of a minimum size of fourteen feet by twenty-two feet (14' x 22') with overhead garage door.

Return to

*Walter Gray
PO Box 770
Siloam Springs, AR*

RTK

Each single family unit shall have constructed in connection therewith a garage of a minimum size of twenty-four feet by twenty-four feet (24' x 24') with a single overhead garage door or twin overhead garage doors.

5. Each single family dwelling unit and each two-family duplex unit shall have constructed in connection therewith off-street parking for at least two automobiles in addition to the requirements for garage. The driveway from the street to the garage shall be considered an off-street parking area. The driveway or off-street parking area shall be a concrete slab at least four inches (4") in thickness.

6. All single family units and all duplex units constructed in said subdivision shall face the platted street in said subdivision except duplex units or single family units constructed on Lot 1 and Lot 4 of Phase 1, which shall face Hico Street, and duplex units or single family units constructed on Lot 2 and Lot 3 of Phase 1, which may face either the platted street in said subdivision or Hico Street.

7. The re-subdivision of any lot covered by these covenants into smaller tracts for sale for the purpose of construction of any building thereon, except for a garage being constructed in connection with a duplex unit or single family unit located on an adjoining lot, is expressly prohibited.

8. No building shall be located on any lot nearer than 25 feet to the front lot line which is the minimum building set-back line shown on the recorded plat and the front line of any building shall not be located on any lot further than 50 feet from the front lot line. No building shall be located on any lot nearer than 8 feet to the side lot line. No building shall be located on any lot nearer than 25 feet to the rear lot line.

9. No fences, except ornamental or decorative fences shall at any time be erected or permitted to remain on any lot or along any lot line and fences of barbed wire, chicken wire or hog wire are specifically prohibited. No fence shall be erected or permitted to remain on any lot nearer to any street than the minimum building set-back line of 25 feet as shown on the recorded plat. Any fence constructed from wood shall have its more attractive side facing away from the lot and the framework and posts for any wood fence shall not be exposed to view from outside the fence.

10. Easements for installation and maintenance of utilities and for drainage facilities are reserved as shown on the recorded plat of said subdivision. Within these easements, no structure, planting or other material 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 of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot shall be maintained

continuously by the owner of the lot except for that maintenance for which a public authority or utility company is responsible.

11. All utility service lines from the street or utility easement to each dwelling, including but not limited to electrical, television and telephone service, shall be located and constructed underground. Above ground antennas, including but not limited to radio, television or satellite dish antennas, are expressly prohibited.

12. 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.

13. Outside/on-site storage buildings of any type, whether permanent or portable are expressly prohibited from being placed or allowed to remain on any lot or portion of lot.

14. Any covered patio or deck constructed in connection with a single-family unit or a duplex unit must be erected with a roof of the same material as the roof of the adjacent dwelling unit and must be tied into the roof of the adjacent dwelling unit with the same gable/hip design and pitch of the roof of the dwelling unit to which it is attached.

15. Overnight on-street parking of any type or motor vehicle, trailer or equipment is expressly prohibited at all times.

16. Parking of motor homes, camper trailers, recreational vehicles, equipment trailers, utility trailers, cycle trailers, off-road vehicle trailers, snow mobile trailers, trucks, tractors or any other type of equipment is expressly prohibited at all times unless the same are concealed from view inside a garage.

17. The use of any porch, patio, yard, driveway, garage or dwelling unit for any type of bazaar, private offering, sale, silent auction sale, public auction sale, garage sale, rummage sale or sale of any type is expressly prohibited.

18. The use of the platted street or the use of any driveway or yard of any dwelling unit to repair, overhaul, service or perform work on any type of vehicle, whether motorized or not, or any trailer, machinery or equipment of any type is expressly prohibited at all times.

19. No sign of any kind shall be displayed to public view on any lot or from the dwelling unit on any lot except one sign of not more than FIVE (5) square feet advertising the property for sale or rent or signs by a builder to advertise the property during the construction or sales period.

20. 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, under or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

21. 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 any commercial purpose and are not a nuisance to the neighborhood; provided further, however, that any pets kept by the occupants of any dwelling in said subdivision shall at all times be restrained, either by means of a pen or leash and shall not be allowed to run at large.

22. No lot shall be used or maintained as a dumping ground for rubbish, trash, salvage or inoperable vehicles. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition at all times.

23. No individual water supply or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements of the city, county and state public health authorities, and approval of such systems as installed, shall be obtained from such authority.

24. No fence, wall, hedge or shrub planting which obstructs sidelines at elevations between TWO (2) and SIX (6) 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 in a line connecting them at points TWENTY-FIVE (25) feet from the intersection of the street lines. The same sight line limitation shall apply on any lot within TEN (10) feet from the intersection of the street property line with the edge of the driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

25. 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 THIRTY (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of TEN (10) years each, 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.

26. Enforcement of these covenants may be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the covenants, either to restrain violation or to recover damages or both.

27. Invalidation of any one of these covenants by judgment or order of a court of competent jurisdiction shall in no wise affect any of the other provisions of these covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, the said WALTER GRAY AND ASSOCIATES, INC. has caused this instrument to be executed by its President, WALTER C. GRAY, attested by its Secretary, PATRICIA L. GRAY, and the corporate seal hereunto affixed on this the 26th day of May, 1994.

WALTER GRAY AND ASSOCIATES, INC.

ATTEST:

Patricia L Gray
PATRICIA L. GRAY, SECRETARY

BY: Walter C. Gray
WALTER C. GRAY, PRESIDENT

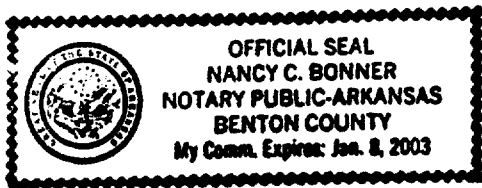
[Corporate Seal]

STATE OF ARKANSAS)
) ss. Certificate of Acknowledgment
COUNTY OF BENTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named WALTER C. GRAY and PATRICIA L. GRAY, to me well known, who stated they were the President and Secretary of WALTER GRAY AND ASSOCIATES, INC., an Arkansas corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 25th day of May, 1994.

My commission expires: Nancy C. Bonner
Notary Public



FILED FOR RECORD
At 8:50 o'clock A.M.

JUN 21 1994

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

STATE OF ARKANSAS)
) ss. AMENDMENTS TO
COUNTY OF BENTON) PROTECTIVE COVENANTS
) FOR FALLON HEIGHTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WALTER GRAY AND ASSOCIATES, INC., an Arkansas corporation, as the owner of all of the lands in FALLON HEIGHTS, a subdivision located in Siloam Springs, Benton County, Arkansas, according to the recorded plat thereof as recorded and designated in Plat Record 19 at Page 154 of the Plat Records on file in the Office of the Circuit Clerk and Recorder of Benton County, Arkansas, has heretofore adopted Protective Covenants applying to all of the lots in said subdivision of FALLON HEIGHTS, which Protective Covenants were dated May 26, 1994 and recorded May 27, 1994 at 1:41 p.m. in Instrument Record 94 at Pages 037534-037538, and

WHEREAS, WALTER GRAY AND ASSOCIATES, INC. remains the owner of all of said lots in FALLON HEIGHTS except Lot 3 in Phase 1, which has heretofore been conveyed to LEVONNE B. ROBERTS and JANIE S. BROWN, and

WHEREAS, the undersigned parties, as the owners of all of the lots in said FALLON HEIGHTS, now desire to amend the Protective Covenants for FALLON HEIGHTS as hereinafter set forth.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto in consideration of the mutual benefits to each party, that the Protective Covenants for FALLON HEIGHTS now of record in Instrument Record 94 at Pages 037534-037538 be and the same are hereby amended as follows:

1. That Paragraph No. 2 of the Protective Covenants for FALLON HEIGHTS be and the same is hereby amended to read as follows:

"2. The ground floor heated/cooled living area of all single family dwelling units, exclusive of porches, patios, breezeways and garages, shall be not less than ONE THOUSAND FOUR HUNDRED (1400) square feet. The ground floor heated/cooled living area of all two-family duplex units, exclusive of porches, patios, breezeways and garages, shall be not less than NINE HUNDRED (900) square feet for each side of such duplex unit."

10097

Record and Return to: WALTER GRAY, P. O. BOX 770, SILOAM SPRINGS, AR, 72761

2. That Paragraph No. 3 of the Protective Covenants for FALLON HEIGHTS be and the same is hereby amended to read as follows:

"3. The exterior wall surfaces of each single family dwelling unit or each two-family duplex unit shall be covered at least ninety (90%) percent by brick veneer, fieldstone or cut stone. The use of concrete block or stucco for exterior walls is specifically prohibited. Any garage constructed in connection with any dwelling unit, either single family or duplex, shall be of the same design, shall have the same roof material and exterior trim and shall have the same material for its exterior walls as the dwelling constructed on such lot. All roof materials of any dwelling unit shall be simulated shake design composition shingles. The roof pitch of any dwelling unit shall be a minimum 6-12. The roof color of any dwelling unit shall be Weatherwood or equivalent color."

3. That Paragraph No. 7 of the Protective Covenants for FALLON HEIGHTS be and the same is hereby amended to read as follows:

"7. The re-subdivision of any lot covered by these covenants into smaller tracts for sale for the purpose of construction of any building thereon, except for a garage being constructed in connection with a duplex unit or single family unit located on an adjoining lot, is expressly prohibited. This paragraph shall not prohibit the use of two lots for the construction of one dwelling unit, either single family or duplex."

4. All other provisions of the Protective Covenants for FALLON HEIGHTS recorded in Instrument Record 94 at Pages 037534-037538, not herein amended by this instrument, shall remain in full force and effect as originally written. These amendments to Protective Covenants for FALLON HEIGHTS are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these amendments to Protective Covenants for FALLON HEIGHTS are recorded, after which time these amendments to Protective Covenants for FALLON HEIGHTS shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change these amendments to Protective Covenants for FALLON HEIGHTS in whole or in part.

IN WITNESS WHEREOF, the said WALTER GRAY AND ASSOCIATES, INC. has caused this instrument to be executed by its President, WALTER C. GRAY, attested by its Secretary, PATRICIA L. GRAY, and the corporate seal hereunto affixed, and LEVONNE B. ROBERTS and JANIE S. BROWN have hereunto set their hands and seals on this the 8th day of June, 1994.

WALTER GRAY AND ASSOCIATES, INC.

ATTEST:

Patricia L. Gray
PATRICIA L. GRAY, SECRETARY

BY: Walter C. Gray
WALTER C. GRAY, PRESIDENT

[Corporate Seal]

Levonne B. Roberts
LEVONNE B. ROBERTS

Janie S. Brown
JANIE S. BROWN

OWNERS

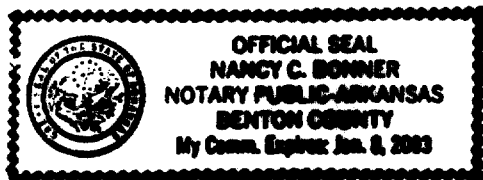
STATE OF ARKANSAS)
) ss. Certificate of Acknowledgment
COUNTY OF BENTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named WALTER C. GRAY and PATRICIA L. GRAY, to me well known, who stated they were the President and Secretary of WALTER GRAY AND ASSOCIATES, INC., an Arkansas corporation, one of the "OWNERS" in the above and foregoing AMENDMENTS TO PROTECTIVE COVENANTS FOR FALLON HEIGHTS, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 8th day of June, 1994.

My commission expires:

Nancy C. Bonner
Notary Public



STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF BENTON)

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, LEVONNE B. ROBERTS and JANIE S. BROWN, to me well known as "OWNERS" in the above and foregoing AMENDMENTS TO PROTECTIVE COVENANTS FOR FALLON HEIGHTS and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 8th day of June, 1994.

My commission expires: Nancy C. Bonner Notary Public

