

FILED FOR RECORD  
At 4:10 O'clock P.M.

FEB 23 1991

PROTECTIVE COVENANTS AND RESTRICTIONS FORHANOVER SUBDIVISION, PHASE IIBENTONVILLE, ARKANSASSUE HODGES  
Clerk and Ex-officio  
BENTON COUNTY

Hanover, Inc., is the sole owner and developer of Hanover Subdivision, Phase II, more particularly described as follows:

A part of the E 1/2 of Section 24, Township 20 North, Range 31 West of the Fifth Principal Meridian, Benton County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of said Section 24, being a found state monument; thence S 00°16'23" W 1982.59 feet to the NE corner of the South 1/2 of the SE 1/4 of the NE 1/4; thence N 89°28'56" W 1315.77 feet to the NW corner of said South 1/2 of the SE 1/4 of the NE 1/4; thence S 00°21'05" W 409.34 feet along the West line of said South 1/2 of the SE 1/4 of the NE 1/4; thence N 88°39'49" E 97.59 feet; thence S 01°22'37" E 208.71 feet; thence S 88°39'49" W 208.71 feet; thence S 01°22'37" E 38.69 feet to the true point of beginning; thence N 89°27'20" W 1213.07 feet to the NW corner of the SE 1/4 of Section 24; thence S 00°25'48" W 1328.91 feet along the West line of said SE 1/4; thence S 89°34'27" E 390.01 feet; thence N 00°04'07" E 80.21 feet; thence S 89°35'35" E 862.80 feet; thence N 01°22'26" W 1246.52 feet to the true point of beginning, containing 1,568,830.23 square feet or 36.02 acres more or less.

Hanover, Inc., does hereby establish and create the following Protective Covenants, which shall apply to said lots as shown on the recorded Plat of the said subdivision found in Plat Book A-15 Page 285.

1. SINGLE-FAMILY RESIDENTIAL LAND USE AND BUILDING TYPE.

All lots within Hanover Subdivision shall be governed by the provisions of the Bentonville City Code governing single-family residences as governed by the R1 zone in effect on the date these covenants were executed.

2. BUILDING LIMITATIONS. The subdivision and building codes

of the City of Bentonville, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in Hanover Subdivision. All dwellings and other improvements shall comply with said ordinances as they exist on the date of such construction. Any conflict between such ordinances and the provisions of these Protective Covenants shall be resolved in favor of the more restrictive provisions. Building, architectural, and design specifications shall be in accordance with those regulations set forth in the Bentonville Zoning Ordinance designated in R1 (Residential 1). No dwelling structure shall be constructed upon any lot within Hanover Subdivision of a size less than two thousand (2,000) square feet of heated living space (not less than 1,800 square feet on ground level) without approval of the Architectural Control Committee (as hereinafter set forth). Further, each dwelling shall have a private garage for not less than two (2) cars with dimensions of not less than twenty-two (22) feet by twenty-two (22) feet, and shall have a concrete driveway. All homes or outbuildings constructed on any lot must use cedar shake or tile shingles, only. Shingles of composition material will not be permitted. In addition, compliance with the above referenced ordinance shall be judged and determined by and require a prior approval of the Architectural Control Committee (as hereinafter set forth), which shall view all plans and specifications for all structures prior to construction and be given the power to amend or alter any such designs or specifications prior to approval for construction in Hanover Subdivision, Phase II. The specifications and requirements of the

above mentioned R1 zoning designation are designed as a minimum requirement for architectural and design specifications and may be supplemented from time to time, where not inconsistent, by the Architectural Control Committee, and such requirements shall be binding for prior approval of construction as required by these covenants. All builders and owners should contact the Architectural Control Committee prior to commencement of construction to be apprised of current requirements. Revisions to approved architectural plans are discouraged, however, any revision to a prior approved plan should be for upgrade purposes, only. All revisions must be submitted to the Architectural Control committee as set forth hereinafter.

3. ARCHITECTURAL CONTROL COMMITTEE: To insure that all dwellings and accessory buildings constructed or erected in Hanover Subdivision, Phase II, shall have good quality materials and workmanship and are compatible with other dwellings and accessory buildings constructed or to be constructed in Hanover Subdivision, Phase II, there is established an ARCHITECTURAL CONTROL COMMITTEE. The initial ARCHITECTURAL CONTROL COMMITTEE for Hanover Subdivision, Phase II, shall consist of two (2) members, and the initial membership of the same shall be the President and Secretary of Hanover, Inc., and each shall serve in said capacity until October 30, 2002.

Commencing November 1, 2002, each member shall serve a four-year term. Any lot owner may nominate another lot owner or an official of Hanover, Inc. or its successor or assigns, to serve on the ARCHITECTURAL CONTROL COMMITTEE at least thirty (30) days prior to the date for an election of such member. Votes shall be cast (one lot, one vote) on or before November 1st of the year in which the election is taking place. Election shall result for the candidate receiving the majority of the votes cast.

Two members shall be required for any meeting of the ARCHITECTURAL CONTROL COMMITTEE. A member other than an official of Hanover, Inc., may be replaced or removed by a vote of two-thirds majority of the lot owners at any time.

No buildings shall be erected, placed or altered on any lot in Hanover Subdivision, Phase II, until the Building Contractor, the construction plans and specifications and a plot plan showing the location of the structure and a signed statement by the Building Contractor and the Plumber and Electrician that all utilities are in place for the house to be constructed, and that there will be no necessity for the cutting of any streets or curbing in Hanover Subdivision. The cutting of streets is strictly prohibited.

The name of the Building Contractor, plans and specifications, including a plot plan reflecting the location of all improvements, shall be submitted to the ARCHITECTURAL CONTROL COMMITTEE, which shall, within thirty (30) days after such submission, act on the request and either approve, or disapprove, the planned construction in writing. A Building Contractor is defined as a general contractor, building contractor, construction consultant, architect, design builder or the owner, if he acts as his own contractor.

If plans properly submitted and the Building Contractor are not either approved or disapproved within the time period above-specified and if no suit to enjoin the proposed construction is commenced prior to the completion of that construction, the written approval of the ARCHITECTURAL CONTROL COMMITTEE shall no longer be required and the planned construction shall be deemed to be in compliance herewith.

4. HOME OCCUPATIONS. Home occupations as defined by the Bentonville City Codes shall be prohibited.

5. YARD SPACE RESTRICTIONS AND BUILDING LOCATION. No building shall be located on any lot nearer than twenty-five (25) feet to the front of the lot line nor nearer than twenty-five (25) feet to the side street line. No building or permitted accessory building shall be located nearer than ten (10) feet to any interior side lot line. This provision (interior side lot setback) shall not apply to any dwelling constructed on two (2) adjacent lots as to the side lot line dividing the two (2) lots. No dwelling shall be located on any lot nearer than twenty (20) feet to the rear lot line. All permitted accessory buildings shall be located in the rear yard of each lot, and no such permitted accessory building shall be located on any lot nearer than ten (10) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, this shall not be construed to permit any portion of the building on a lot to encroach upon another lot or easement. No lot shall be subdivided into smaller lots or parcels than shown on the recorded Plat for the purpose of creating additional building sites or lots, except that a lot may be divided to combine portions of it with the adjacent lots on both sides to enlarge the building sites on said respective adjacent lots. Should any building setback lines shown upon the plat of Hanover Subdivision vary from the setback requirements required herein, the building setback lines shown upon said Plat as filed shall control and take precedence over those stated herein.

6. FENCES. Fencing of front yards is prohibited, except that decorative wood or masonry fencing of a maximum height of three (3) feet may be constructed upon approval by the Architectural Control Committee. Rear yard fences must be of a decorative wood design. Chain link fences and other forms of wire fencing are specifically prohibited. Dog pens properly screened by walls, fences or plantings may be constructed and maintained in the rear yard portion of any lot.

7. OFF-STREET PARKING. All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot, and parking on the streets as shown in the Plat of the subdivision shall be prohibited for a period of time exceeding three (3) days. Recreational vehicles and equipment, including but not limited to boats, motor homes, travel trailers, campers and the like, shall not be parked or stored within twenty-five (25) feet of the front lot line for a period of time exceeding three (3) days. Provided further, however, recreational vehicles and equipment may be parked in the back yards for a period exceeding three (3) days, so long as same is screened by proper fencing or other shrubs so as to reasonably screen the sight of said equipment from neighbors.

8. SIGNS. No signs, either permanent or temporary, of any kind, including political yard signs, shall be placed or erected on any property, except that a single sign not more than five (5) square feet in size may be permitted upon property to advertise the same for sale or for rent. Provided further, however, the developer, Hanover, Inc., hereby reserves the right to have a construction site sign and signs to designate the name of the addition, and to advertise same, and restrictions on size and location shall not apply to said sign or signs.

9. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This restriction does not prohibit the storing of recreational vehicles on the lots.

10. OUTBUILDINGS. Outbuildings shall be restricted to one (1) per lot. Outbuildings may be constructed on the back yard provided its design and size is compatible with the existing

structure. Design and size of outbuildings is subject to the approval of the Architectural Control Committee. Cabana structures or gazebos may be built and maintained within the building area on any lot in the addition. The interior area of a detached cabana will not be included in the determination of the minimum dwelling sizes.

11. SATELLITE DISHES: Satellite television receiver dishes must be screened from view and may be located only in the rear yard building area.

12. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations, or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained, or permitted upon any building site.

13. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised or kept on any residential building site, except that dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for any commercial purposes.

14. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear of each lot. No trees, incinerator structures, buildings, pavement, or similar improvements shall be grown, built, or maintained within the area of the utility easements. Owners are hereby put on notice that any structures or plat material in the easements are subject to removal.

15. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood. Household pets may be kept, provided they are not kept or maintained for any commercial purposes. Grass, weeds, and tree sprouts shall be kept neatly cut and shall not be allowed to exceed six (6) inches from the ground surface. Fences or outside structures or outdoor decorations shall be maintained so as not to become unsightly or an annoyance or a nuisance to the neighborhood. Upon owner's failure to comply with this subsection, the developer or other property owners may cut grass or weeds or perform maintenance upon fences, outside structures, or outdoor decorations, or remove building materials and debris, or maintain street lights, and shall be entitled to charge a reasonable fee to the owner of the lot for said service and be entitled to file a lien for said expenses, the procedure to be followed as set forth in paragraph number 24 herein. No building material of any kind or character shall be placed or stored upon any lot in the subdivision until the owner is ready to commence construction of the improvements requiring such materials. Construction sites shall always be neat and orderly. Building materials shall not be placed or stored in the street or between the curb and property lines. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed from the subdivision.

16. INOPERATIVE VEHICLES. No automobile, truck, bus, tractor, or other vehicle, other than a lawn or grass mowing apparatus, shall be left inoperative on any platted lot for a period of more than fourteen (14) days.

17. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub which obstructs sight lines at intersections in the subdivision shall be permitted.

18. UTILITIES. All utilities in this subdivision shall be placed underground.

19. STREET LIGHTS. The owner of each lot in Hanover Subdivision, Phase II, shall install at owner's expense a street light conforming with specifications to be determined by the Architectural Control Committee and purchased from Hanover, Inc. to ensure uniformity of design and quality of construction. The light will be competitively priced. The location of the street light shall be designated on a plot plan to be submitted to the Architectural Control Committee prior to construction of a residential dwelling. The street light must be installed and operating at the time a certificate of occupancy is issued by the building inspector for the city of Bentonville, Arkansas. The street light is to be controlled by a photoelectric cell, and the street light is to be equipped with an external electrical outlet. It shall be the responsibility of the owner of each lot to maintain the street light to be installed on each lot and to keep the street light in a reasonable state of repair at all times.

20. VIOLATIONS COMMITTEE - ACTION ON ALLEGED VIOLATIONS. In order to provide for the proper enforcement of these Protective Covenants, there shall be established a VIOLATIONS COMMITTEE for Hanover Subdivision, Phase II, which shall be composed of three (3) persons who are either owners of lots in Hanover Subdivision Phase II or are officers of Hanover, Inc. The members of the VIOLATIONS COMMITTEE shall serve for terms of three (3) years each, except for the initial members. The three (3) initial members of the VIOLATIONS COMMITTEE shall be appointed by the President of Hanover, Inc. In the event there are not sufficient lot owners available to receive such appointments, initially, the VIOLATIONS COMMITTEE may function with a minimum of one (1) member until such time as there are sufficient lot owners in Hanover Subdivision to supply the additional members.

The terms of the initial members shall be as follows: Position #1 - five years; Position #2 - four years; Position #3 - three years.

The terms of the members of the VIOLATIONS COMMITTEE shall run from the first day of February of each year, commencing February 1, 1991. Any owner of a lot and any officer of Hanover, Inc. shall be eligible to serve as a member of the VIOLATIONS COMMITTEE. On January 25 of each year, beginning in 1994, an election shall be held to elect one member to the VIOLATIONS COMMITTEE. The Secretary of the VIOLATIONS COMMITTEE shall mail a notice, by regular mail, to all lot owners of Hanover Subdivision, Phase II, advising the need to elect one (1) member to the VIOLATIONS COMMITTEE and giving the name of the incumbent member.

Lot members may make nominations to the Secretary of the VIOLATIONS COMMITTEE, in writing on or before January 5 of the year in which the election is taking place. The Secretary shall mail to all members on or about January 5, a notice setting forth the names of the candidates for election to the vacant spot on the VIOLATIONS COMMITTEE. The members shall vote, by regular mail, and the candidate receiving a majority of the votes cast, shall be elected to the position. Each lot shall have one vote, regardless of the number of owners of the said lot.

It shall be the function of the VIOLATIONS COMMITTEE to receive from owners and/or residents of lots in Hanover Subdivision, Phase II, any complaints as to alleged violations of these Protective Covenants and Restrictions. Upon receipt of any written complaint concerning alleged violations, it shall be the duty of the VIOLATIONS COMMITTEE to carefully consider and review the complaint within five (5) days after having received the same. The complaining lot owner shall serve as the fourth member of the committee to hear that complaint as a non-voting member. If the complaining party does not participate on the committee, the

committee shall not be obligated to hear said complaint.

If a quorum, present and voting, of the VIOLATIONS COMMITTEE shall determine, unanimously, that there is no merit to the complaint, the complaining party shall be so advised and no further action shall be taken.

If a majority of the members of a quorum of the VIOLATIONS COMMITTEE, shall vote to forward the complaint to the alleged violator, then it shall be the duty of the VIOLATIONS COMMITTEE to reasonably notify the alleged violator of the complaint and alleged violation. The notification shall be made by ordinary mail and certified mail with return receipt requested.

In the event of any violation or attempted violation of any of the Covenants or Restrictions before the expiration date hereof (whether the original expiration date or the expiration date of any extensions hereof), it shall be lawful for any person or persons owning any lots in Hanover Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such Covenants or Restrictions and either to prevent him or them from so doing and/or to recover damages for such alleged violations. PROVIDED HOWEVER, that it shall be a prerequisite for the taking of any legal or equitable proceedings against an alleged violator, that the complaining party follow the procedures above set forth in making the alleged violation known to the VIOLATIONS COMMITTEE and having action taken by the VIOLATIONS COMMITTEE, as above provided.

21. BINDING EFFECT AND AMENDMENTS OF COVENANTS. All persons or corporations who now or shall hereafter acquire any of the lots in this subdivision shall be deemed to have agreed and covenanted with the owners of all other lots in this subdivision and with their heirs, successors, and assigns to conform to and observe the restrictions, covenants, and stipulations contained herein for a period as hereinafter set forth. These covenants may be amended at any time with the written approval of the owners of two-thirds (2/3rds) of the lots within the subdivision. Further, no amendments shall be allowed which would be in violation of the zoning designation in effect at the time of the amendment. No changes in these Protective Covenants shall be valid unless the same shall be placed of record in the office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of owners.

22. DURATION OF COVENANTS. These covenants and restrictions shall run with the land for a minimum period of thirty (30) years, to be automatically extended for successive periods of five (5) years without further action unless terminated by a majority of the lot owners in the subdivision, casting votes as hereinabove set forth in the amendment section of these covenants, and voting one (1) vote for each lot. It is the intent that these covenants promote the aesthetic value of Hanover Subdivision.

23. SEVERABILITY. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

24. ENTRYWAY MAINTENANCE ASSESSMENTS: The developers and present lot owners hereby acknowledge and agree that the entryway to Hanover Subdivision, Phase I and Phase II, consisting of the brick entry walls, sign and landscaping, is an integral part of the value and quality of the subdivision itself and that it is in the best interest of all owners of lots in Hanover Subdivisions that the said entryway be properly maintained and kept in a good state of repair. It is further acknowledged that the entry street, as well as all other streets in Hanover Subdivisions, have been dedicated to the City of Bentonville, Arkansas, for public use and

maintenance. Subject to the public dedication of the entry streets, however, the lot owners within Hanover Subdivisions shall be deemed collectively to have an interest in the maintenance and protection of the said entryway which consists of the brick entry walls, sign and landscaping.

It is agreed that, as and when from time to time, maintenance of or repairs to the entryway (brick entry walls, sign and landscaping) become necessary, the owners, acting by a majority vote of those attending a meeting called for that purpose, shall be authorized to levy an assessment against all lot owners, proportionately, to defray the costs of making such maintenance and repairs.

No lot owner of Hanover Subdivisions shall be subject to any liability of any kind or nature to any third party with respect to the construction, maintenance or repair of the entryway (brick entry walls, sign or landscaping) by reason of the provisions of this paragraph, and the only liability to any such lot owner shall be the proportionate share of costs for repair and/or maintenance prescribed by a special assessment levied in accordance with this paragraph.

In the event five (5) or more lot owners of lots in Hanover Subdivision shall, in writing, request the ARCHITECTURAL CONTROL COMMITTEE to cause maintenance to take place or repairs to be made to the entryway, and shall specify the maintenance and repairs so desired, it shall be the duty of the ARCHITECTURAL CONTROL COMMITTEE to serve upon all owners of lots in Hanover Subdivision, Phase I and Phase II, a written notice of the time and place for a meeting to consider such request, which notice shall identify the lot owners requesting the meeting and the purpose of the meeting. The notice shall be mailed or delivered to each lot owner at their residence address within Hanover Subdivisions, or at the address of the owner reflected by the records of the Benton County Tax Collector, not less than ten (10) days prior to the date of a meeting to be called for that purpose. Any such notice shall be deemed to have been given when personally delivered or when deposited in the United States mail with proper postage attached and addressed as stated above.

At any such meeting, the chairperson shall be the Chairman of the ARCHITECTURAL CONTROL COMMITTEE and secretary shall be the Secretary of the ARCHITECTURAL CONTROL COMMITTEE. The minutes of the meeting shall be recorded by the Secretary and shall be signed by both the Secretary and Chairman when transcribed.

At the meeting, the ARCHITECTURAL CONTROL COMMITTEE shall first give the recommendation, if any, to the lot owners concerning the request for maintenance or repair under consideration.

After hearing and considering the recommendation of the ARCHITECTURAL CONTROL COMMITTEE and after hearing any further recommendations, statements or comments with respect to the matter, the Chairman shall put the request to a vote and if, by majority vote (one vote per lot) of the lot owners present at the meeting, either in person or by written proxy, the lot owners present determine to take any affirmative action such as authorized at the meeting, such action shall be binding upon all lot owners.

Prior to the commencement of the maintenance and/or repairs which might be so authorized, a detailed and final bid for all costs and expenses to be incurred in connection with same shall be secured by the ARCHITECTURAL CONTROL COMMITTEE and placed on file. The pro rata share of the said bill for which each lot owner shall be responsible, shall be arithmetically determined and the lot owners shall be so notified, by United States mail, of their proportionate share of such costs and shall be requested to make payment within thirty (30) days after the mailing of such notice to them.





