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MAF = P-1-927

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FILED FOR RECORD
At 12:45 O'Clock P. M.

BILL OF ASSURANCES AND PROTECTIVE COVENANTS
FOR
RICHARD'S GLEN, PHASE I
BLOCK 1 - LOTS 1 - 10, BLOCK 2 - LOTS 1-6
LITTLE FLOCK, BENTON COUNTY, ARKANSAS

FEB 16 1999

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS, that John P. And Mary W. Richard's Trust, (sometimes herein referred to as "Declarants"), as owners of all the lots in Richard's Glen, a subdivision to the city of Little Flock, Arkansas, (referred to herein as "Subdivision"), hereby enters the following assurances and covenants with respect to the Subdivision.

I

1. All lots in the Subdivision, shall be residential lots, and no structures shall be erected on any of the said lots other than one single family dwelling to be used for residential purposes. A guest house, cabana, and/or detached garage designed for not fewer than two cars may be allowed as long as it is in keeping with the architectural design of said residence. Any dwelling house construction on a lot that adjoins the golf course (Lots 1-10, Block One) shall have a minimum of 2,500 square feet of heated area excluding porches, garages, and breezeways and shall have not less than 1,750 square feet on the ground floor. Any dwelling house construction upon any of the other lots (Lots 1-6, Block Two) shall have at least 2,000 square feet of heated area excluding porches, garages and breezeways and shall have not less than 1,500 square feet on the ground floor.

2. No vehicles may be parked on the street of the Subdivision. Lot owners shall provide sufficient off street parking to accomodate the vehicles used by their families and guests. Also, no semi-trailer trucks or commercial vehicles shall be allowed to park overnight in the Subdivision, either on the streets or on privately owned lots.

3. No lot shall be re-subdivided or re-platted.

4. No trade or business shall be carried on upon any lot in the Subdivision, nor shall anything be done or performed thereon which may become an annoyance or a nuisance to the neighborhood or detrimental to the residential value of any lot in the Subdivision.

5. No trailer, mobile home, tent shack, metal building, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots.

6. Recreational and camping vehicles, utility trailers, and boats may be stored and parked on the lots. However, these vehicles, trailers and boats shall be screened so that they are not readily visible from the street or adjoining lots. Screening walls and fences must be constructed of brick, stone or decorative wood.

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7. No fences of any kind shall be constructed between the front building set back line and the curb without the permission of Declarants. "Front" as used herein shall be that portion of the lot between the residence situated thereon and the street abutting said lot and included both sides of a corner lot. Any fence along or upon any portion of any lot in said Subdivision must be decorative wood, wrought iron, and/or brick or stone masonry and not exceed six (6) feet in height. No chainlink metal fences shall be erected on said lots.

8. The owner(s) of each lot shall construct or cause to be constructed a concrete driveway connecting a minimum of a two-car garage of said dwelling to the street, said drive or drives being of adequate width to accommodate two or more automobiles in total.

9. All lots must have sod installed in the front and on both sides of the main dwelling.

10. Swimming pools are permitted in the Subdivision but must be in-ground, permanent pools.

11. Tennis courts and similar recreational improvements are permitted in the Subdivision. However, no tennis court lights may be installed without the prior, expressed written consent of all adjoining lot owners.

12. Satellite television receiver dishes exceeding 18" in diameter are specifically prohibited from being installed in the Subdivision.

13. No commercial or private farming will be allowed on any lot. However, a backyard garden will be permitted when it is sized for the needs of the family occupying the lot. Such a garden shall be maintained so that it does not appear weedy, unkept or unsightly.

14. 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 that they are not kept, bred or maintained for any commercial purposes. Provided further that such household pets must be contained or restrained within the property and will not create a noise nuisance.

15. All lots must be maintained in neat manner without the accumulation of debris or unsightly growth of grass or weeds.

16. No noxious or offensive activity shall be carried on upon any lot.

17. After construction has commenced on a lot or if any improvement is damaged or destroyed, the improvement must be completed or restored promptly in order to avoid any unsafe or unsightly condition.

18. No sign of any kind shall be displayed to the public view on any lot except one (1) real estate sign of not more than nine (9) square feet for the sale of the property.

19. No inoperative or junk motor vehicles or other vehicles shall be permitted to remain upon any lots or in any public streets in said Subdivision.

20. The association of owners of lots in the Richard's Glen Subdivision (the "Association") shall be responsible for maintenance, repair and payment of taxes on the following areas, hereinafter referred to as "Common Property":

(a) the entrance, including lighting structures, signs and landscaping at the north and west sides of the Subdivision.

(b) the cart path

21. All costs associated with the ownership, maintenance, repair, and further improvement of the Common Property shall be paid by the owners of the lots in the Subdivision. Each lot owner shall be assessed a prorata share of such costs.

22. In order to insure that all dwellings and other buildings to be located on any lot in the Subdivision shall be compatible with other improvements in the Subdivision, no buildings shall be erected, placed or altered on any lot in the Subdivision until the construction plans and specifications have been submitted to, and approved by, the Architectural Control Committee. For such time as the Declarants shall own one or more of the lots in the Subdivision, the Architectural Control Committee shall be made up of such persons as the Declarants may appoint. At such time as the Declarants shall own none of the lots in the Subdivision, or at such earlier time as the Declarants may elect to resign from membership on the Architectural Control Committee, the Committee shall be made up of such persons as the Association may designate from time to time.

23. These covenants and restrictions are to run with the land, and shall be binding on all of the parties, their heirs and assigns for a period of 25 years from the date hereof. At any time within six months from the expiration date a majority of the then lot owners may express their intention in writing drafted so as to be recorded with the Register of Deeds that they no longer care for these covenants and the Same shall be terminated. In the event that no such action is taken, these covenants shall continue for periods of five years and any five year period may be terminated in accordance with the terms for the original termination. It is further provided that should the majority of the lot owners at any time wish to amend these covenants either by adding to or taking from the present form, the same shall be incorporated in a written instrument capable of being recorded as above referred to and under the same terms and conditions thereof Each lot shall entitle its owner(s) to one vote.

24. If the parties herein or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before the 25 years from date hereof and likewise as to continuations it shall be lawful for any other persons or person owning any lot in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other penalties for such violation.

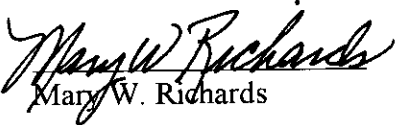
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25. Lot owners are advised that individual septic systems are needed for each homesite. Each owner shall consider the lot size and the size of their septic field necessary to accommodate their prospective dwelling. No construction should be initiated until permit approval is granted by the Arkansas Department of Health.

26. In the event any provision or any part of these covenants shall be adjudged invalid or ineffective, the remaining provisions shall continue in full force and effect and shall be construed and enforced accordingly.

IN WITNESS WHEREOF this instrument has been executed this 9 day of February 1999

(seal)


Mary W. Richards

