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PROTECTIVE COVENANTS

PRAIRIE MEADOWS SUBDIVISION

FILED FOR RECORD
At 10:05 O'Clock AM

A Subdivision in Benton County, Arkansas

DEC 27 1999

KNOW ALL MEN BY THESE PRESENTS:

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK

That D. P. Developments, Inc. as owner and developer of all lots in Prairie Meadows Subdivision to the City of Lowell, Benton County, Arkansas, hereby enters the following restrictive covenants with respect to said subdivision.

1. All lots in said subdivision shall be residential lots, and no structures shall be erected on any of said lots other than one detached, single family dwelling not to exceed two (2) stories from the ground level, to be used for residential purposes. A detached garage is permitted with the same architectural design of said residence. Any dwelling house construction upon any lot shall have at least 1350 square feet of heated area, excluding porches, garages, and breezeways with at least 700 square feet on the ground floor. Dwellings must have at least a two car attached garage.
2. All homes must meet the following construction guidelines;
 - * The home exterior must be covered with at least 75% brick or drivet (to exclude windows, doors, garage doors, and gables), and the remaining exterior to be covered with maintenance free material.
 - * Main roof pitch of home will not be less than 6/12.
 - * All roof overhangs must be twelve inches (12") or more.
 - * All fascia boards must be 2" X 6" and covered in maintenance free material.
3. The owner(s) of each lot shall construct or cause to be constructed a concrete drive connecting garage of said dwelling to the street, said drive or drives being of adequate width to accommodate two or more automobiles in total. No culverts, pipes, or other underground drainage devices shall be constructed or erected at such driveway entrances.
4. No dwelling or building or other structure will be allowed to have a carport attached to or on any of the lots of this subdivision.
5. No fences of any kind shall be constructed between the front building set back line and the curb. "Front" as used herein shall be that portion of the lot between the residence situated thereon and the street abutting said lot. Any fence along or upon any portion of any lot in said subdivision must be decorative wood and not to exceed six feet in height. No cyclone metal fences shall be erected on said lots.

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6. No out-building shall be constructed on any lot within said subdivision which shall exceed 200 square feet in area. Such out-building so permitted shall be constructed as not to detract from the general appearance of the neighborhood and shall be painted to duplicate the exterior of the main structure and shall have the same type and color of roof as main structure, however, pre-manufactured out-buildings of sound construction will be permitted. No sheet iron, tin or metal shall be used for siding or roof or any part thereof.
7. No trailer, mobile home, tent, camper, shack, metal building, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots.
8. All lots must be maintained in neat manner without the accumulation of debris or unsightly growth of grass or weeds.
9. No clotheslines, drying yards, garbage cans or wood piles shall be permitted unless concealed so as not to be viewed from the residential street. No unsightly objects shall be allowed to be placed or to remain anywhere on the lots or in the streets of the subdivision.
10. There shall be no T.V., Ham Citizen Band, two-way radio or other communication antenna installed on the roof of any structure in said subdivision. Small satellite receiver dishes can be installed but be hidden from view.
11. No vehicles to be parked overnight in the streets of this subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guests. Also, no semi-trailer trucks or commercial vehicles shall be allowed to park in said subdivision, either on the streets or on a privately owned lot.
12. Recreational and camping vehicles and boats may be stored and parked on the lots. However these vehicles and boats shall be located behind the house, fence, or in or behind the garage, or otherwise screened so that they are not visible.
13. No inoperative or junk motor vehicles or other vehicles shall be permitted to remain upon any lot or lots or in any public streets in said subdivision for a period in excess of two (2) days. At no time will motor vehicles be allowed to be parked on said lots other than on the driveway leading to and from the street to the garage.
14. No trade or business shall be carried on upon any lot in said subdivision, nor shall anything be done or performed thereon which may become an annoyance or nuisance to the neighborhood, or detrimental to the residential value of lot in said subdivision, either on the street or on a privately owned lot in said subdivision.

- 15. 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 not become a nuisance to the adjoining lot owners nor kept, bred or maintained for any commercial purpose.
- 16. No obnoxious or offensive activity shall be carried on upon any lot.
- 17. No drilling, refining, quarrying, or mining operations of any kind shall be permitted on any lot.
- 18. The maintenance of the fence and green space will be the responsibility of the individual lot owners that the entrance fence adjoins. The main entrance fence is located along Robinson Avenue. D. P. Developments, Inc. will be responsible for the maintenance of the the main entrance in Prairie Meadows Subdivision for a period of one (1) year or until those lots are sold and/or occupied, which ever comes first.

General Provisions

Terms:

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 twenty five (25) years from the date these Covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless and instrument signed by the majority of the then owners of the lots and/or homes has been recorded agreeing to change these said covenants in whole or in part.

Enforcement:

Enforcement shall be proceedings at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damages. These Covenants shall be for the benefit of the City of Lowell, and the provisions hereof may be enforced by the City or other beneficiary within thirty (30) days from completion of said residential structure on said lot within Prairie Meadows Subdivision.

Servability:

Invalidation of any one of these Covenants by judgement of court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Witness our hands on this 12 day of December, 1999

D. P. Developments, Inc. By: Terri L Parsley
President

Attest: Danny P Parsley
Secretary

99 135286

SURVEY DESCRIPTION:

A certain tract of land located within the corporate limits of the City of Lowell, being a part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 2, Township 18 North, Range 30 West of the 5th Principal Meridian, Benton County, Arkansas, being more particularly described as follows, to-wit:

Beginning at a point N89°03'39"W 201.78 feet from the Southeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 2, thence continuing N89°03'39"W 742.17 feet to a point; thence N00°22'14"E 1326.81 feet to a point along the Southerly line of Concord Place Subdivision - Phase I; thence along the Southerly boundary of Concord Place Subdivision S89°22'18"E 696.65 feet to a point; thence S89°26'41"E 32.12 feet to a point, said point being the Northwest corner of Lot 9 of Lassiter's First Addition; thence along the Westerly boundary of Lassiter's First Addition S00°16'15"E 139.69 feet to the Southwest corner of said Lot 9; thence S89°16'39"E 199.85 feet to the Southeast corner of said Lot 9; thence S00°12'15"E 40.01 feet to a point, said point being the Northeast corner of Lot 8 of Lassiter's First Addition; thence N89°16'39"W 199.81 feet to the Northwest corner of said Lot 8; thence S00°11'42"E 1151.30 feet to the Point-of-Beginning, containing 22.62 acres (985,397 sq. ft.), more or less, subject to all rights-of-way, easements and servitudes, of record or fact.