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PROTECTIVE COVENANTS

FILED FOR RECORD
At 10:14 O'Clock P.M.

SOUTHFORK SUBDIVISION PHASE III

MAR 31 2000

A Subdivision in
Benton County, Arkansas

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Red Rock Development, Inc. is the owner of a tract of land lying and situated in Benton County, Arkansas, more particularly described as follows:

A part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE 1/4), a part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4), a part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), a part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), and a part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) all in Section Twelve (12), Township Eighteen (18) North, Range Thirty (30) West, Benton County, Arkansas. Being more particularly described as commencing at a point which is South 89°34'04" East 46.75 feet from the Southwest (SW) Corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Twelve (12) said point being in the East Right of Way line of the Arkansas Missouri Railroad; thence along said Right-of-Way North 00°46'31" West 1525.04 feet to a tangent curve which bears to the left through an arc distance of 1631.07 feet and through a central angle of 15.9750° and with a radius of 5850 feet; thence leaving said curve North 16°45'00" West 396.39 feet; thence leaving the East Right-of-Way of the Arkansas Missouri Railroad North 81°41'32" East 220.94 feet; thence South 63°18'14" East 488.01 feet; thence South 14°05'17" East 312.03 feet; thence South 49°33'34" East 107.81 feet to a curve to the right whose forward tangent bears South 13°31'47" East through an arc distance of 396.13 feet and central angle of 3.5042° and who's radius is 6477 feet; thence leaving said curve North 81°14'16" East 97.82 feet; thence South 07°29'41" East 622.91 feet to a curve to the right whose forward tangent bears South 04°34'38" East through an arc distance of 323.01 feet and central angle of 2.8139° and who's radius is 6577 feet; thence South 00°46'30" East 147.49 feet; thence East 0.98 feet; thence South 00°46'30" East 590.64 feet to a tangent curve to the left through an arc distance of 482.23 feet and central angle of 17.2363° and with a radius of 1603 feet leaving said curve South 18°00'40" East 125.41 feet to a tangent curve to the right through an arc distance of 240.51 feet and central angle of 17.2902° and who's radius is 797 feet; thence leaving said curve South 00°43'16" East 87.05 feet; thence North 89°34'04" West 251.80 feet; thence North 00°45'47" West 251.23 feet; thence North 18°00'40" West 42.45 feet; thence South 89°13'37" West 340.90 feet; thence South 00°46'30" East 284.34 feet; thence North 89°34'04" West 266.74 feet to the POINT OF BEGINNING and containing in all 55.00 acres more or less being subject to the prescriptive Right-of-Way of Apple Blossum Lane along the South side thereof and any easements of record.

AND WHEREAS, the above described land has been platted into Southfork Subdivision Phase III, a subdivision located in Benton County, Arkansas: and

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WHEREAS, the owner of all of the above described lands and lots located within said lands has subdivided and intends to sell lots and building sites therein, subject to certain Protective Covenants, Assurances, and other limitations of use in order to prevent any use which might tend to diminish the value of pleasurable enjoyment thereof.

NOW, THEREFORE, the undersigned owner of Southfork Subdivision, Phase III, does hereby enter the following Protective Covenants and does hereby declare that the following Bill of Assurances and Protective Covenants are imposed on all lots in the described subdivision:

- 1) All Lots in said Subdivision shall be Residential Lots and no other structures shall be erected on any of said Lots other than one detached, single family dwelling not to exceed two (2) stories from the level ground, to be used for residential purposes.
 - A.) Lots numbered 1-31,61-64,101-133,199-213 shall have at least 1100 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 brick skirted front with remainder vinyl or aluminum siding.
 - B.) Lots numbered 32-61, 134-167, and 214-223 shall have at least 1250 square feet of heated area, Excluding porches, garages and breezeways with at least 700 square feet on the ground floor. Dwellings must have a brick front with some vinyl or aluminum trim and sides will be brick skirted with the remainder vinyl or aluminum siding.
 - C.) Lots numbered 65-100, 168-198 and 224 shall have at least 1400 square feet of heated area, Excluding porches, garages and breezeways with at least 800 square feet on the ground floor. Dwellings must have brick on the front and both sides up to the 8 ft height and vinyl or aluminum siding above that and on the rear of the dwelling.
 - D.) All dwellings must have at least a two car garage.
 - E.) Builder will sod all front lawns.
 - F.) Builder will furnish all dwellings with a 6 foot privacy fence from the front sides of house to neighboring property line.
 - G.) All mail boxes shall be either cast or brick furnished by builder.
 - H.) No two or more adjoining lots may have identical house plans constructed.
 - I.) All foundations shall be constructed of #1 grade concrete block with header block (1-block) on the top course. No forming of the building slab will be permitted unless a brick skirt is used.
 - J.) All roof overhangs will be twelve inches (12").

- K.) Roof pitches will be not less than 7/12.
 - L.) All fascia boards will be of 2" X 6" construction and covered with aluminum or vinyl.
 - M.) Soffit material may be vinyl if soffit is 12" or less, over 12", it must be of aluminum material.
 - N.) No garage may be enclosed for living purposes. The owner may use garage as heated space if they so choose, but must leave appearance of the outside of the dwelling the same.
- 2.) Sidewalks: All lots will be required to have sidewalks. Please refer to final plat.
- 3.) No vehicles may be parked overnight in the Streets of this Subdivision. Lot owner 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.
- 4.) 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 any lot in said Subdivision, either on the street or on a privately owned lot in said Subdivision.
- 5.) No Trailer, Mobile Home, Tent, Shack, Metal Building or other unsightly or structure, temporary or permanent, other than the single family dwelling and detached garage, as described herein, shall be erected or used on said lots.
- 6.) 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.
- 7.) 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.
- 8.) 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. And 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.
- 9.) 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 purposes; and that such household pets must be kept in accordance with the leash law of the City of Lowell, Arkansas.
- 10.) No fences of any kind shall be constructed between the front building setback line and the curb. "Front" as used herein shall be that portion of a lot between the residence situated thereon and the street abutting said lot. Any fence built shall be a residential 6' privacy fence. No hog wire, barbed wire or like type fence is to be used.

11.) No outbuilding shall be constructed on any lot within said tract, which shall exceed 150 square feet in area. Such outbuildings so permitted shall be constructed so 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 outbuildings of sound construction will be permitted. No sheet iron, tin or metal shall be used for siding or roof of any part thereof.

12.) No clotheslines, drying yards, garbage cans or woodpiles shall be permitted unless concealed so as not to be viewed from the residential street. No unsightly growth shall be permitted to grow on or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or to remain anywhere on the lots or in the streets of the subdivision.

13.) There shall be no TV, Ham, Citizen Band, Two-Way Radio or other Communication Antenna installed on the roof of any structure in said Subdivision. Antennas of any nature shall be installed on a metal, self supporting tower not exceeding 30 feet in height and located to the rear of dwelling, at least 20 feet from the side lot line. No Satellite Dishes.

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

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

16.) All lots must maintained in a neat manner without the accumulation of debris or unsightly growth of grass or weeds.

17.) 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 from the street or adjoining lots. Screening walls and fences must be constructed of brick, stone or decorative wood.

18.) 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 an unsafe or unsightly condition.

19.) There shall be formed a property owners' association, organized by owners of the lots in the subdivision. By-laws of said organization shall be adhered to by all property owners. Assessments as set by said property owners' association shall be paid when due by all lot owners and said property owners' association shall be responsible for maintaining the common ground, including but not limited to any signs, any walls, the utility bills, community mailboxes, and any other costs and expenses associated with the common areas of the subdivision. A fee to be determined by the property owners' association decided by ballot will be paid annually. Only one vote per lot shall be permitted.

20.) Red Rock Development, Inc. will not be responsible for maintenance of the main entrance or for any public areas in the Southfork Subdivison, Phase III.

GENERAL PROVISIONS

- A. 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 an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change these said covenants in whole or part.
- B. 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.
- C. SEVERABILITY: Invalidation of any one of these covenants by judgment of court order shall in no way effect any of the other provisions which shall remain in full force and effect.

WITNESS MY HAND THIS 7 DAY OF MARCH, 2000.

RED ROCK DEVELOPMENT, INC.

BY: [Signature]
Tim Graham
President

ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF Washington

On this day, before me personally appeared Tim Graham, to me personally known, who acknowledged that he is the President of Red Rock Development, Inc. and that he is authorized to execute the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

WITNESS MY HAND AND SEAL THIS 7th DAY OF March, 2000.

Connie Gail James
NOTARY PUBLIC



My Commission Expires: 7-28-2008