

97 086337

PROTECTIVE COVENANTS

SOUTHFORK SUBDIVISION PHASE I

FILED FOR RECORD

At 1 O'Clock P M

OCT 03 1997

A Subdivision in
Benton County, Arkansas

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, J. B. Hunt, LLC is the owner of a Tract of Land lying and situated in Benton County, Arkansas, more particularly described as follows:

Part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), and part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), and part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) all in Section 12, Township 18 North, Range 30 West, Benton County, Arkansas, and being more particularly described as follows: Beginning at a point which is South 89 degrees 24 minutes 50 seconds East 139.78 feet from the Northeast corner of the SW 1/4 of the NE 1/4 of said Section 12; thence South 0 degrees 38 minutes 27 seconds East 266.36 feet; thence South 89 degrees 21 minutes 33 seconds West 160.00 feet; thence South 0 degrees 38 minutes 27 seconds East 94.30 feet; thence South 89 degrees 21 minutes 33 seconds West 752.22 feet; thence North 46 degrees 39 minutes 27 seconds West 382.21 feet; thence North 23 degrees 52 minutes 14 seconds West 147.69 feet; thence North 5 degrees 11 minutes 15 seconds East 20.00 feet; thence North 39 degrees 04 minutes 01 seconds East 177.60 feet to the South boundary of Lowell Estates Subdivision; thence South 89 degrees 25 minutes 12 seconds East 329.65 feet along said Subdivision boundary to the Southwest corner of Southview Subdivision Phase 1; thence South 89 degrees 38 minutes 16 seconds East 800.55 feet along said Southview Subdivision boundary; thence leaving said Subdivision boundary South 0 degrees 38 minutes 27 seconds East 175.96 feet to the point of beginning, containing 13.85 acres, more or less.

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

waco-Spg. -B.W.

16

17010

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 1, 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 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.) Any single family dwelling shall have at least 980 square feet or heated area, excluding porches, garages and breezeways with at least 700 square feet on the ground floor. Dwellings must have at least two car garage.
 - B.) No two or more adjoining lots may have identical house plans constructed.
 - C.) 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.
 - D.) All roof overhangs will be twelve inches (12").
 - E.) Roof pitches will be not less than 6/12.
 - F.) All fascia boards will be of 2" x 6" construction and covered with aluminum or vinyl.
 - G.) Soffit material may be vinyl if soffit is 12" or less, over 12", it must be of aluminum material.
 - H.) All dwellings exteriors must be covered in vinyl or aluminum and be at least 25% brick.
 - I.) 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) No vehicles may 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 truck or commercial vehicles shall be allowed to park in said Subdivision, either on the Streets or on a privately owned Lot.
- 3) 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.
- 4) No Trailer, Mobile Home, Tent, shack, Metal Building or other unsightly building 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.
- 5) 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.
- 6) 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 driveways entrances.
- 7) 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.
- 8) 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; and that such household pets must be kept in accordance with the leash law of the City of Lowell, Arkansas.

- 9) 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 residential nature. No hog wire, barbed wire or like type fence is to be used nor is any fence to exceed six feet in height.
- 10) 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, premanufactured outbuildings of sound construction will be permitted. No sheet iron, tin, or metal shall be used for siding or roof of any part thereof.

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 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.
- 11) 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. 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 the dwelling. At least 20 feet from the side lot line. No Satellite Dishes.
- 12) 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 than nine (9) square feet for the sale of the property.
- 13) No noxious or offensive activity shall be carried on upon

any lot.

- 14) All lots must be maintained in a neat manner without the accumulation of debris or unsightly growth of grass or weeds.
- 15) 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.
- 16) After construction has commenced on a lot or if an improvement is damaged or destroyed, the improvement must be completed or restored promptly in order to avoid an unsafe or unsightly condition.
- 17) J. B. Hunt, LLC will not be responsible for maintenance of the main entrance or for any public areas in the Southfork Subdivision Phase 1.

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.

97 086342

WITNESS MY HAND THIS 1st DAY OF October, 1997.

J. B. HUNT, LLC

BY:

J. B. Hunt
J. B. Hunt

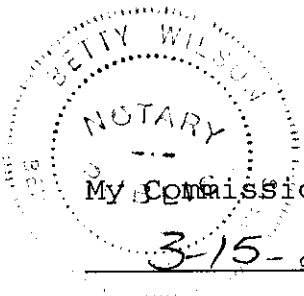
Managing Partner

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF Benton)

On this day, before me personally appeared J. B. Hunt, to me personally known, who acknowledged that he is the Managing Partner of J. B. Hunt, LLC, an Arkansas Limited Liability Company, 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 1st DAY OF October, 1997.



Betty Wilson
NOTARY PUBLIC

