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PLAT - 221-294
PROTECTIVE COVENANTS

97 054809

OF

FILED FOR RECORD

At 1231 O'Clock *P* M

SOUTHVIEW SUBDIVISION PHASE II

JUL 01 1997

A Subdivision located in the City of Lowell,
Benton County, Arkansas

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

Whereas, **PENNINGTON DEVELOPMENTS, INC.**, is the owner of a tract of land lying and situated in Benton County, Arkansas, more particularly described as follows:

PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) AND PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4), SECTION 1, AND A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) AND PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4), SECTION 12, ALL IN TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 1, THENCE EAST 660 FEET, THENCE SOUTH 660 FEET TO THE NORTHEAST CORNER OF LOWELL ESTATES SUBDIVISION, SAID SUBDIVISION PLAT FILED IN PLAT BOOK 21L, PAGE 77, OF THE RECORDS OF BENTON COUNTY, ARKANSAS; BEING THE POINT OF BEGINNING OF SOUTHVIEW SUBDIVISION PHASE II; THENCE S 0°28'31" E, 630.25 FEET; THENCE S 89°19'06" E, 794.52 FEET; THENCE N 0°38'27" W, 1276.89 FEET; THENCE N 89°21'34" W, 922.54 FEET; THENCE S 0°42'33" E, 645.71 FEET; THENCE S 89°12'42" E, TO THE POINT OF BEGINNING, CONTAINING 25.16 ACRES, MORE OR LESS.

And whereas, the above described land has been platted into **SOUTHVIEW SUBDIVISION PHASE II, A SUBDIVISION TO THE CITY OF LOWELL, BENTON COUNTY, ARKANSAS;** and

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 another 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 **SOUTHVIEW SUBDIVISION PHASE II**, 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 (1) 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 of heated area, excluding porches, garages and breezeways with at least 700 square feet on the ground floor. Dwellings must have at least two (2) car garage.
 - B) No two (2) or more adjoining lots may have identical home plans constructed.

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- C) All foundations shall be constructed of number one (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.
 - G) Soffit material must be aluminum and match the fascia in color.
 - H) All dwellings exteriors must be covered in vinyl or brick or a combination of both.
 - I) No garage may be enclosed for living purposes. The owners may use garage as heated space if they so choose, but must leave appearance of the outside of the dwelling the same.
- 1) 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 trucks or commercial vehicles shall be allowed to park in said subdivision, either on the streets or on a privately owned lot.
 - 2) 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.
 - 3) No trailer, mobile home, tent, shack, metal building or other unsightly building, temporary or permanent, other than the single family dwelling and detached garage, as described herein, shall be erected or used on said lots.
 - 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) The owner(s) of each lot shall construct or cause to be constructed a concrete drive connecting garage of said dwelling to the dwelling to the street, said drive or drives being of adequate width to accommodate two (2) or more automobiles in total. No culverts, pipes or other underground drainage devices shall be constructed or erected at such driveway entrances.
 - 6) 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.
 - 7) No animals, livestock or poultry of an kind shall be raised, bred or kept on any lot, except that dogs, ~~as a dog~~ 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.
 - 8) 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 of residential nature. No hog wire, barbed wire or like type fence is to be used, nor is any fence to exceed six (6) feet in height.

- 9) 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 the 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 or any part thereof.
- 97 054811**
- 10) 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 any improvement is damaged or destroyed, the improvement must be completed or restored promptly in order to avoid an unsafe or unsightly condition.
- 17) **PENNINGTON DEVELOPMENTS, INC.**, will not be responsible for maintenance of the main entrance or for any public areas in the **SOUTVIEW SUBDIVISION PHASE II**.

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 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 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, Arkansas, and the provisions hereof may be enforced by the city or other beneficiary.

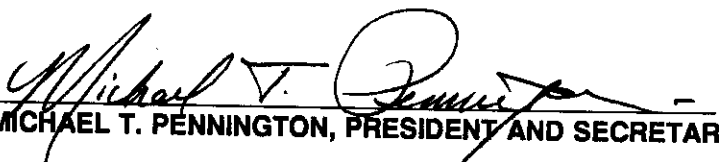
SEVERABILITY

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 my hand and seal this 10th day of June, 1997.

97 054812

PENNINGTON DEVELOPMENTS, INC., AN ARKANSAS CORPORATION


MICHAEL T. PENNINGTON, PRESIDENT AND SECRETARY

ACKNOWLEDGEMENT

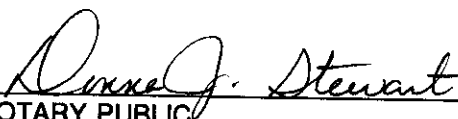
State of Arkansas)
)ss.
County of Washington)

On this day, before me personally appeared, **MICHAEL T. PENNINGTON**, to me personally known, who acknowledged that he is the **PRESIDENT** and **SECRETARY** of **PENNINGTON DEVELOPMENTS, INC., AN ARKANSAS CORPORATION**, and that he, as such officers, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officers.

Witness my hand and seal this 10th day of June, 1997.

OFFICIAL SEAL

Donna J. Stewart
Notary Public-Arkansas
Washington County


NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

FIRST AMENDMENT TO THE PROTECTIVE COVENANTS OF SOUTHVIEW SUBDIVISION, PHASE II, TO THE CITY OF LOWELL, BENTON COUNTY, ARKANSAS.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, PENNINGTON DEVELOPMENTS, INC., IS THE OWNER OF ALL THE LOTS PLATTED INTO THE SUBDIVISION KNOWN AS SOUTHVIEW SUBDIVISION, PHASE II TO THE CITY OF LOWELL, BENTON COUNTY, ARKANSAS, FILED THEIR FIRST PLAT OF RECORD IN THE OFFICE OF THE RECORDER OF BENTON COUNTY, ARKANSAS, IN PLAT BOOK 22L AT PAGE 294 AND RE-RECORDED IN PLAT BOOK 22L AT PAGE 297.

SAID OWNER, MICHAEL T. PENNINGTON, PRESIDENT OF PENNINGTON DEVELOPMENTS, INC., DOES HEREBY AMEND THE PROTECTIVE COVENANTS OF SOUTHVIEW SUBDIVISION, PHASE II, AS FOLLOWS:

PARAGRAPH "G" SHALL BE AMENDED TO READ AS FOLLOWS:

G) SOFFIT MATERIAL MAY BE VINYL IF SOFFIT IS 12" OR LESS, OVER 12", IT MUST BE OF ALUMINUM MATERIAL.

EXCEPT AS SPECIFICALLY AMENDED HEREIN, THE PROTECTIVE COVENANTS FOR SOUTHVIEW SUBDIVISION, PHASE II, SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THIS SECOND AMENDMENT TO PROTECTIVE COVENANTS OF SOUTHVIEW SUBDIVISION, PHASE II, HAS BEEN EXECUTED AS OF THIS 9TH DAY OF JULY, 1997.

Michael T. Pennington
MICHAEL T. PENNINGTON, PRESIDENT OF PENNINGTON DEVELOPMENTS, INC.

FILED FOR RECORD
At 9:16 O'Clock A.M.

JUL 15 1997

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

ON THIS DAY, BEFORE THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED QUALIFIED AND ACTING, WITHIN AND FOR THE SAID COUNTY AND STATE, APPEARED IN PERSON THE WITHIN NAMED MICHAEL T. PENNINGTON, PRESIDENT OF PENNINGTON DEVELOPMENTS, INC., TO ME PERSONALLY KNOWN, WHO STATED THAT HE WAS THE PRESIDENT OF PENNINGTON DEVELOPMENTS, INC., AND WAS DULY AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT FOR AND IN THE NAME AND ON BEHALF OF SAID CORPORATION, AND FURTHER STATED AND ACKNOWLEDGED THAT HE HAD SO SIGNED, EXECUTED AND DELIVERED SAID INSTRUMENT FOR THE CONSIDERATION, USES AND PURPOSES THEREIN MENTIONED AND SET FORTH.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL ON THIS 9TH DAY OF JULY, 1997.

Donna J. Stewart
NOTARY PUBLIC

OFFICIAL SEAL
Donna J. Stewart
Notary Public-Arkansas
Washington County
Expires 05/21/2002

RETURN TO HERITAGE TITLE
& CLOSING
3595 N. COLLEGE
FAYETTEVILLE, AR 72703

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