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PLATT - 234-197

FILED FOR RECORD

At 4:11 O'clock

MAR 16 1998

PROTECTIVE COVENANTS FOR STRODE ACRES SUBDIVISION SUE HODGES  
Avoca, Arkansas Clerk and Recorder  
BENTON COUNTY, ARK.

No offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. It being the express understanding that Strode Acres Subdivision is for residential purposes only. Block 3 might be an exception to the single family residence, due to the width of tract plus the fact that it is so close to the rail-road track. Government lending institutions might not loan money or homes that had a noise problem. Block 3 might have to be used for light commercial or storage type building. Child care in the home would be permitted. Discharge of firearms in the Subdivision is prohibited.

No animals, livestock, or poultry shall be raised, bred or kept on any lot, except that cats, dogs, or other household pets may be kept and maintained provided that they are not kept, bred or maintained for any commercial purposes. Household pets shall be maintained in a clean and sanitary situation and shall not be a nuisance to the surrounding owners.

All automobiles and other authorized vehicles in the said Subdivision must be State licensed, State inspected and in running order at all times. All vehicles are to be parked at all times in a designated area i.e. garage or driveway and are not to be parked at any time on the yard or streets.

Property owners must mow their lots, remove trash on a weekly basis and in general keep their property in an attractive condition.

Fences may be erected on the property of lot owners, but the building material must be approved by the Land Developer. Also, the fence must not extend beyond the front of the home.

It is suggested by the developer to form a formal Home Owners Improvement Association with the sole desire of meeting every few months to welcome new neighbors to the area, plus adopting suggestions by members, ratified by a majority, for the proper care and improvement of the facilities and appearance of Strode Acres. Also, it will be the duty of the Home Owner's Association, as well as the developer, to enforce the Covenants of the Subdivision.

The Association may adopt rules and supplements to these Covenants as needed. This would include small assessments to each lot for special improvements to Strode Acres. Streets will be maintained by the City of Avoca.

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For a period of twelve (12 ) months after developer has sold all the lots, the said developer has the right to disapprove any action taken by the Home Owner's Association.

This right to disapprove may be used to block proposed actions, but shall not extend to the requiring of any action or counteraction by the Association or its Board of Directors. The developer shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations. The developer may, in its discretion, determine to relinquish its right to disapprove actions of the Association earlier than said twelve (12) month period.

Notwithstanding any provisions contained in the Covenants to the contrary, so long as construction and sale of lots or homes continuous, it shall be permissible for the developer or any builder designated by the developer to carry on and maintain such facilities and activities as they deem reasonably necessary, convenient or incidental to the construction or sale of homes or lots, including, but not limited to business offices, signs, model units and sales offices.

Type of construction On Site Built Homes only:

A. Homes must have a minimum of 1150 square feet of heated area, excluding garage.

B. Homes must be a minimum of 10' from either side of lot. There must be at least 40' of setback from the curb to the front of the home and a maximum of 60' from the curb to the front of the home. This may be amended by developer if terrain dictates that some change would be practical as in the case of lots 9, 10, and 11 on block 1 and lots 6, 7, and 8 on block 2.

C. Homes must have an attached 2-car garage with a minimum of 400 square feet. There must be a minimum of 25% brick or stone on front of home. Roof pitch below 6-12 is not permitted. Also, a maintenance free exterior must be provided on the outside of the home.

Trees and shrubs: each lot shall be required to maintain a minimum of one (1) Bradford pear and one (1) Pin oak tree each of a five (5) gallon size or greater and two (2) shrubs within sixty (60) days of the occupancy permit. It's the law, before you dig call Arkansas one call.

Antennas: No antennas, communication masks, tower structure or satellite dish will be permitted to be constructed in the front yard of any residence.

Yard maintenance: No unsightly growth shall be permitted to grow or remain upon the premises, and no refuse pile, unused motor vehicles or unsightly objects shall be allowed to be placed on or remain anywhere on the premises. Grass height of eight (8") inches is considered unsightly growth.

Developer also agrees to install City Water, Natural Gas, Underground Electric, Curb and Gutter, Hot-Mix Streets, and erect Street Signs.

Driveways must be of concrete construction. The curb and gutter will be modified roll-over, so the builder will save the expense of driveway knockouts.

It shall be lawful for the developer, Home Owners Association, or any person or persons owning any of the lands in this Subdivision to prosecute or take proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants to prevent the same or to recover damages therefrom.

There will be allowed only one home on any given lot. Only one family will be allowed in each home.

No lot splits are permitted in this subdivision.

Each resident will be allowed to have a storage building if they so desire as long as the design of the building is conducive with the surrounding structures; is placed only behind their residence and not at the side or front of the property; is kept in a neat and clean manner; does not create a nuisance to the surrounding property owners; and is approved by the Association or developer prior to placing on the property.

The developer has the right, but not the obligation, to enforce the Covenants of Strode Acres.

All buyers of lots in Strode Acres Subdivision have been provided a copy of these Covenants. It is agreed that said buyers, upon signing a lot purchase agreement, will abide by said Covenants as they are written.

In witness thereof, this instrument is hereby executed on this 3rd day of March 1997. We, the undersigned, being the owners and developers of Strode Acres Subdivision do hereby submit these Covenants.

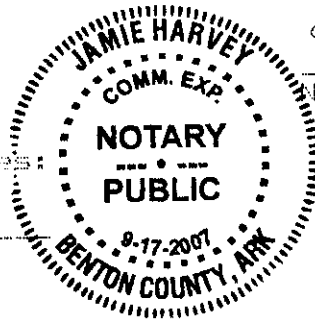
Jeri Miller  
Jeri Miller  
Kinley Miller  
KINLEY MILLER

Franklin Miller  
FRANKLIN MILLER

ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF BENTON

Subscribed and sworn to before me, a duly qualified Notary Public, this 3rd day of March, 1997.



Jamie Harvey  
NOTARY PUBLIC

My Commission Expires:

9-17-2007