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COVENANTS AND RESTRICTIONS  
FOR  
WILLIAMSBURG HEIGHTS

MAY 07 2001

SUE HODGES  
Clerk and Recorder  
Benton County, ARK.

THIS DECLARATION made this 14 day of May, 2001, by Randy Davidson, (herein known as "Developer").

WITNESSETH:

WHEREAS, Developer, as owner of certain real property located in Bentonville, Arkansas, desires to create thereon a development known as WILLIAMSBURG HEIGHTS (sometimes herein as "Development") as more particularly described on the recorded Plat of said Development; and

WHEREAS, Developer desires to provide for the preservation and enhancement of value when and as the property is improved and desires to subject the development to certain covenants and restrictions as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof;

NOW, THEREFORE, the Developer subjects the Development property to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, occupied and used, subject to the covenants and restrictions (sometimes herein "Covenants") hereinafter set forth.

1. The building codes of the City of Bentonville, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in the Development. All dwellings and other improvements shall comply with said ordinances as they exist on the date of such construction. Any conflict between such ordinances and the provisions of these Covenants shall be resolved in favor of the more restrictive provisions. No dwelling structure shall be constructed on any lot within the Development of a size less than 1,800 square feet of heated and cooled living space without the approval of the Developer. Further, each dwelling shall have a private garage for not less than two (2) cars and shall have a concrete driveway at least 17 feet wide. All building exteriors must be at least 60% brick, stone, stucco, or material specifically approved by the Developer. All roofs must have a pitch of at least 7/12 and be architectural roofing shingles or material specifically approved by the developer. No standard 3-tab roofing material will be allowed.

2. No vehicles may be parked on the street of the Development. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their families and guests. Also, no semi-trailer trucks or commercial vehicles shall be allowed to park overnight in the Development, either on the streets or on privately owned lots.

3. No lot shall be re-subdivided or re-platted.

Randy Davidson  
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Rogers, AR 72757

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4. No trade or business shall be carried on upon any lot in the Development, nor shall anything be done or performed thereon which may become an annoyance or a nuisance to the neighborhood or detrimental to the residential value of any lot in the Development. Except developer reserves the right to maintain a sales office for marketing the lots in the subdivision.

5. Recreational and camping vehicles, utility trailers, and boats may be stored and parked on the lots. However, these vehicles, trailers and boats shall be screened so that they are not readily visible from the street or adjoining lots. Screening walls and fences must be constructed of brick, stone or decorative wood.

6. No trailer, tent, shack, garage, barn, or other outbuilding or structure erected on a building site within the Development shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This restriction does not prohibit the storing of recreational vehicles or equipment on the lots when done in accordance with the previous subsection. This restriction does not prohibit the Developer or approved builders from placing temporary construction trailers and/or storage facilities on lots as deemed necessary.

7. No fences of any kind shall be constructed between the front building set back line and the curb without the permission of the developer. "Front" as used herein shall be that portion of the lot between the residence situated thereon and the street abutting said lot and included both sides of a corner lot. Any fence along or upon any portion of any lot in said Development must be decorative wood, wrought iron, and/or brick or stone masonry and not exceed six (6) feet in height. All fences shall be installed with the finished side facing out except common sections of fence installed by the owners of adjoining lots where the fence is not visible by other lot owners. Chain link and other forms of wire fencing are specifically prohibited.

8. No building shall be erected on any lot in the Development nearer than: (1) 30 feet to the front lot line; (2) 20 feet to the rear lot line; (3) 20 feet to the exterior lot line; (4) 7 ½ feet to the interior side lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building, providing, however, this shall not be constructed to permit any portion of the building on a lot to encroach upon another lot. Should any building setback requirements required herein, the building setback lines shown upon said plat shall control and take precedence over those stated herein.

9. All lots must have sod installed in the front and on both sides of the main dwelling.

10. Accessory buildings, in-ground swimming pools, cabana structures and gazebos may be built within the building area on any lot subject to the approval of the developer. The approval requirements outlined in a previous subsection for buildings shall apply to these structures. Accessory buildings shall be restricted to 1 per lot, no larger than 20 feet by 14 feet, and design that are compatible with the existing dwelling. In-ground swimming pools, cabana structures and gazebos shall be restricted to 1 each per lot and designs that are compatible with the existing dwelling. The interior area of outbuildings and cabana structures shall not be included in the determination of the minimum dwelling sizes. Permanent and semi-permanent above-ground swimming pools shall be prohibited.

11. The hanging of laundry from any area within or outside a residence which places the laundry within public view is prohibited.

12. Satellite television receiver dishes exceeding 18" in diameter are specifically prohibited from being installed in the Development.

13. No commercial or private farming will be allowed on any lot. However, a backyard garden will be permitted when it is sized for the needs of the family occupying the lot. Such a garden shall be maintained so that it does not appear weedy, unkept or unsightly.

14. 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 are not kept, bred or maintained for any commercial purposes. Provided further that such household pets must be contained or restrained within the property and will not create a noise nuisance. Dogs must be considered tame. No reptiles shall be kept as pets.

15. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used or placed upon lots in the Development. The playing of loud music from porches or decks shall be considered offensive, obnoxious activity constituting a nuisance.

16. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or a nuisance to the neighborhood. Grass, trees, and various vegetation shall be kept neatly cut and maintained. Lawns shall not be allowed to exceed six (6) inches from the ground surface. Fences or other outside structures or outdoor decorations shall be maintained so as not to become unsightly or an annoyance or a nuisance to the neighborhood. Upon owner's failure to comply with this subsection, the Developer may perform, or have performed, the necessary action to remedy the problem, and shall be entitled to recover the expense associated with such remedial action from the offending owner.

17. 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 any unsafe or unsightly condition.

18. No signs, either permanent or temporary, of any kind, shall be placed or erected on any property, without the consent of the Developer, unless signage upon property advertises the same for sale or rent, and does not exceed nine (9) square feet in area. Provided, however, that the developer and approved builders may erect signs to advertise the Development and model homes

19. No inoperative or junk motor vehicles or other vehicles shall be permitted to remain upon any lots or in any public streets in said Development.

20. These covenants and restrictions are to run with the land, and shall be binding on all of the parties, their heirs and assigns for a period of 25 years from the date hereof. At any time within six months from the expiration date a majority of the then lot owners may express their

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intention in writing drafted so as to be recorded with the Register of Deeds that they no longer care for these covenants and the Same shall be terminated. In the event that no such action is taken, these covenants shall continue for periods of five years and any five year period may be terminated in accordance with the terms for the original termination. It is further provided that should the majority of the lot owners at any time wish to amend these covenants either by adding to or taking from the present form, the same shall be incorporated in a written instrument capable of being recorded as above referred to and under the same terms and conditions thereof Each lot shall entitle its owner(s) to one vote.

21. If the parties herein or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before the 25 years from date hereof and likewise as to continuations it shall be lawful for any other persons or person owning any lot in the Development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other penalties for such violation

22. In the event any provision or any part of these covenants shall be adjudged invalid or ineffective, the remaining provisions shall continue in full force and effect and shall be construed and enforced accordingly.

23. If so desired, a P.O. A. may be established with voting rights of one lot - one vote.

IN WITNESS WHEREOF this instrument has been executed this 7 day of May, 2001.



Randy Davidson

ACKNOWLEDGMENT

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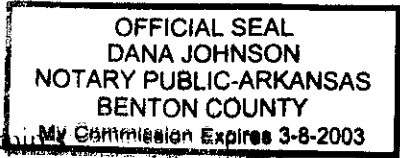
STATE OF ARKANSAS)

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COUNTY OF BENTON )

This day personally appeared before me, the undersigned Notary Public, Randy Davidson. The owner of said Development, to me well known, and were fully authorized in his capacities to execute the foregoing Covenants, and further stated and acknowledged to me that he had signed the same for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal this 7 day of May, 2001.



*Dana Johnson*  
NOTARY PUBLIC

My commission expires

3-8-2003