

2005 70679
 Recorded in the Above
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 12-27-2005 09:44:46 AM
 Brenda DeShields-Circuit Clerk
 Benton County, AR
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 Recorded: 12-27-2005 09:44:51
 DFE Deed 23.00
 REC Recording Fee 0.00
 Total Fees: \$ 23.00

PROTECTIVE COVENANTS
 of
BATTLEFIELD VIEW ESTATES, PHASE II A, SUBDIVISION
PEA RIDGE, ARKANSAS

The undersigned, being the owner record of the lands hereafter described has caused said lands to be subdivided and platted into lots, said subdivision to be known as "Battlefield View Subdivision Phase II A", a subdivision in Pea Ridge, Arkansas, and does hereby establish and set forth the following protective covenants, restrictions and conditions which shall apply to all lots, blocks, parcels, parts of lots and common areas as shown on the recorded plat of said subdivision.

LEGAL DESCRIPTION:

PART OF THE NE 1/4 OF THE SW 1/4 AND PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 31, T-21-N, R-13-W, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING REBAR MARKING THE NE CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 31; THENCE NORTH 89 DEGREES 56 MINUTES 15 SECONDS WEST, 68.60 FEET; THENCE SOUTH 75 DEGREES 33 MINUTES 24 SECONDS WEST, 184.87 FEET; THENCE NORTH 73 DEGREES 14 MINUTES 57 SECONDS WEST, 77.81 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 40 SECONDS WEST, 223.57 FEET; THENCE SOUTH 86 DEGREES 06 MINUTES 43 SECONDS WEST, 115.24 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 20 SECONDS WEST, 120.00 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 40 SECONDS EAST, 26.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 28 SECONDS WEST, 1409.01 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 40 SECONDS WEST, 120.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST, 247.38 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 35 SECONDS EAST, 120.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST, 233.00 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 35 SECONDS EAST, 262.45 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 57 SECONDS EAST, 578.00 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS EAST, 380.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 17 SECONDS EAST, 1409.01 FEET TO THE POINT OF BEGINNING, CONTAINING 25.01 ACRES MORE OR LESS.

1. All lots shall be for single family residential purposes only.
2. No residence shall be constructed that is less than 1119 square feet of heated area exclusive of carports, garages and storage rooms.
3. All residences must have off street parking drives that are a minimum of 18 feet wide by 25 feet long.
4. No owner, builder or tenant shall place or cause to be placed, any asphalt, concrete, gravel or other material on the curb or gutter of the streets within the subdivision.
5. Any boat, RV, camper, untagged or off road vehicle must have a separate concrete or asphalt parking pad.
6. Vehicle repairs and or maintenance of any kind must be performed in the garage or in the rear yard and may not be performed in the driveway or front at any time.
7. Animals, livestock or poultry of any kind shall not be raised, bred or kept on any lot except dogs, cats or other house hold pets may be kept and maintained provided that they are not kept, bred or maintained for any commercial purposes. There shall be no more than 2 pets per household. House

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- hold pets shall be maintained and kept in a clean and sanitary situation and shall not be obnoxious or a nuisance to the surrounding owners.
8. No structure or vehicle such as a trailer, basement, tent shack, garage, barn, camper or other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently.
 9. Satellite dishes shall be permitted; however, at no time shall satellite dishes be permitted in front of fences or in front yards.
 10. Front yards in front of the building lines or privacy fences, including front porches, shall not be utilized for storage of any items, the only acceptable items shall be flower pots to compliment landscaping.
 11. Lot owners shall keep lots free from unsightly accumulations of trash, and shall keep weeds, grass and underbrush cut to avoid fire hazards and unsightly appearance. Grass on front yards and side yards on corner lots shall be kept mowed to a height of no higher than 6 inches.
 12. No obnoxious or offensive activity shall be carried on upon any lot within the neighborhood, nor shall anything be done therefore which may be or become an annoyance or a nuisance to other residents of the neighborhood. Fencing of front yards is prohibited, except that decorative wood or masonry fencing of a maximum height of 3 feet may be constructed.
 13. These covenants restrictions and conditions shall run with the land and shall be binding on the present owner and all persons hereafter acquiring title in any manner to any part of Battlefield View Subdivision, Phase II-A for a period of 10 years from date, after which time said covenants shall be automatically renewed for successive period of 1 year unless, except as hereafter provided, an instrumented signed by the owners of the majority of the lots shall be recorded agreeing to change said covenants, in whole or part. Notwithstanding the foregoing, these covenants may not be terminated in whole nor shall the provisions of Section Two be amended without the approval and consent, evidenced by a resolution duly adopted, of the City Council of the City of Pea Ridge, Arkansas.
 14. Under and pursuant to various regulations from time-to-time adopted and implemented by the City of Pea Ridge, Arkansas, responsibility for maintenance and repair of storm water management facilities developed, constructed or installed within a subdivision or to service a subdivision is imposed upon the owners of lots with such subdivision. Such facilities are hereby declared to constitute common properties of the subdivision, whether on or off site. In order to insure compliance with and enforcement of such regulation, the City of Pea Ridge, Arkansas, is hereby declared to be a third party beneficiary under these covenants, restrictions and conditions, and is specifically authorized and empowered hereunder, as fully if a signatory hereto, to undertake and perform required maintenance and repair of any such storm water management facility, upon failure of the lot owners to timely do so. Further, should the City of Pea Ridge undertake maintenance and repair of such facilities as herein provided, the City shall be entitled to be reimbursed for all costs incurred in effecting same and upon failure of a lot owner to reimburse the City for his or her pro-rata share of the cost, the City is authorized and empowered to implement the provisions of Section Two to fix, establish and collect assessments to pay the defaulting lot owners' share of the cost. The power and authority herein granted to vested in the City shall apply, notwithstanding the existence or non-existence of an organized property owners association as described in Section one.
 15. If any owner or occupant shall at anytime, while these covenants are in effect, violate, or attempt to violate, any of these covenants, any other owner of any part of the addition may institute and prosecute an action at law or in equity against the persons violating or attempting to violate any covenant to prevent or terminate violation, or to recover damages resulting from violation. Judicial or legislative action invalidating any one or more of these covenants shall not effect the remaining provisions which shall continue in full force and effect.

**SECTION ONE
GOVERNING BODIES**

1. **GENERALLY,** This Declaration shall be implemented by the board of Directors of the POA ("Board of Directors" or the "the Board").

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2. POA BOARD OF DIRECTORS. The board of directors of the POA shall consist initially of the (3) directors, which shall be designated representatives of the Developer. After all three directors have served one year, they shall elect one of them to resign. The remaining directors shall thereafter appoint a successor, which shall be a property owner, to fill the remainder of the resigning directors term. The initial directors shall serve ten (10) year terms. In the event of the death or resignation of any initial director prior to the expiration of his or her term, the vacancy shall be filled by an appointment of the remaining directors. After the expiration of the terms of the initial directors, elections shall be held to fill each of the three (3) seats, which shall have staggered terms of three, four (4) and five (5) years, respectively. Upon the expiration of each term of these initially elected directors, elections shall be held to fill the expired position, which shall thereafter be for a term of five (5) years. These Subsequent directors shall be residents of the Subdivision. These elections will be held at called meetings upon giving ten (10) days' written notice to all lot owners, who may cast one vote for each platted lot owned. The Board of Directors of the Association shall have the sole vote for each platted lot owned. The Board of Directors of the Association shall have, the sole authority to appoint members to the Architectural Control Committee, as provided for herein. Additionally, the Board of Directors of the Association shall have the power to enforce this Declaration /and to review all violations of this Declaration for proper action.
3. Maintenance of the common property and landscaping and signage thereon shall be at the cost and expense of the members of the association (lot owner) within the subdivision. All of such costs, including, but not limited to maintenance expenses, insurance, and real property taxes, shall be borne by the lot owners based on the ratio of their lots to the total number of lots that have been created by the filing of the final subdivision plat and any amendments thereto.
4. The Board of Directors of the Association shall have the authority to promulgate such rules and regulations and amendments thereto regarding the use of the common properties and amenities as it from time to time deems appropriate. Additionally, the board reserves the right to make such common areas and amenities available to nonresidents by membership subject to such terms and conditions as the Board may deem appropriate.

SECTION TWO
GENERAL AND SPECIAL ASSESSMENTS FOR ASSOCIATION

1. By acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, each lot owner shall be deemed to covenant and agree to pay the Association annual assessments and special assessments and special assessments for operation expenses incurred by the Association and for maintenance and care of the common properties. Such assessments shall be fixed, established, and collected from time to time as provided in this Declaration. The annual and special assessments, together with such interest thereon and cost of collection as provided below, shall be a continuing lien on the property affected and shall also be a personal obligation of the owner of such property from the date when the assessment is due and payable until paid in full. Such personal obligation shall not pass to successors in title to the affected property unless expressly assumed by such successors. Unless changed by a majority vote of the lot owners casting voted, the annual assessment for any lot in the Subdivision shall be that amount last approved by board on the question of annual assessment. On vote of the Board of Directors of the Association in the manner set forth in the Articles of Incorporation and By-Laws of the Association, the Association may levy, in addition to annual assessments, a special assessments from time to time for the purpose of defraying, in whole or in part, the cost of reconstruction, repair, or replacement of the landscaping, or other improvement on the common properties in the Subdivision, as well as any common amenity owned by the Association, including fixtures and appurtenances related thereto. The Board of Directors of the Association must approve any special assessments or change in annual assessments.

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2. It shall be the duty of the Association to notify all owners or contract purchasers of lots within the Subdivision, whose addresses shall be supplied by the owner or contract purchaser to the Association, by sending written notice to each of such owners within fifteen (15) days after the date on which the assessment has been fixed or levied, giving the amount of the charge or assessment for the current year, when the same shall be due, and the amount due for each lot. Failure of the Association to levy an assessment or charge for any one year shall not affect the right of the Association to issue and collect assessments in future years. Failure to deliver or levy an assessment due to lack of an address for the owner of any particular lot within the Subdivision or for any other reason, shall not discharge the obligation or of any such owner from paying such assessment, and it shall be the obligation of any such owner to notify the Association of such owner's current address.

3. Any general or special assessment levied as set forth in this Declaration shall become a lien on the affected real estate as soon as such assessment is due and payable as set forth above. In the event any owner fails to pay the assessment when due, then the assessment shall bear interest at the maximum legal rate permitted by the State of Arkansas on the date when such assessment is due and shall continue to accrue at that rate, until it is paid in full. Forty-five (45) days after the date of any such assessment has been fixed and levied, the assessment, if not paid, shall become delinquent and the payment of both principal and interest may be enforced as in the case of a laborer's lien on the affected real estate, and a notice of such lien may be filed with the Circuit Clerk of Benton County, Arkansas.

It shall be the duty of the Board of Directors of the Association, as provided below to bring actions to enforce such liens before they expire. The payment of assessments with the Circuit Clerk of Benton County Arkansas, whenever such assessments are delinquent, for each certificate so filed, or for any lien so filed, the Association shall be entitled to collect from the owner or owners of the property described in such certificate or lien a fee of \$75.00, and shall be collectible in the same manner as the original assessment provided for in this Declaration. Any such lien shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time period legal proceedings shall be instituted to collect such assessments, in which event, the lien shall continue until the termination of the execution of the judgment establishing the same. In the event legal proceedings are commenced to collect any such assessment, or if the services of any attorney are retained by the

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Association in connection therewith, the non-paying owner or owners shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the lien and may be foreclosed on in the same manner as the assessment as provided above.

4. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the residents of the Subdivision, and, in particular, for the improvement and maintenance of property, service, and facilities devoted to the above-state purpose and related to the use and enjoyment of the common properties and of the homes situated in the Subdivision. Without limiting the generality of the foregoing statement of purpose, such assessments shall be applied by the Association to the payment of the costs of the following:
 - a. To enforce any and all building and land-use restrictions that exist as of the date of this Declaration or which may be lawfully imposed hereafter on or against any of the property in the Subdivision.
 - b. To maintain the common property and amenities and improvements thereon as provided in this Declaration.
 - c. To pay expenses to carry out the above, such as attorney's fees, manager's fees, expenses of liability, fire, and other insurance, bookkeeping and accounting expenses, and any and all other expenses that may from time to time be deemed necessary to carry out the intent of this Declaration by the Association.
 - d. To protect property values in the Subdivision by promoting pride in and enthusiasm for it; to work for improved transportation, schools, libraries, and recreation facilities within the community in which the Subdivision is located, and to do all lawful things and tasks that the Association, in its discretion may deem to be in the best interests of the Subdivision and the owners of the lots in the Subdivision.

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2005 70684
Recorded in the Above
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Brenda DeShields-Circuit Clerk
Benton County, AR

EXECUTED this 22nd day of Dec - 2005

Battlefield Properties LLC



Managing Member

ACKNOWLEDGMENT

State of Arkansas,)ss
County of Benton,)ss

On this, before me a notary Public, duly commissioned, qualified and acting, within and for the said county and State, appeared in person the within named Franklin Miller to me personally well know, who stated that he is a managing member of Battlefield Properties LLC, and is duly authorized as such to execute the foregoing instrument for and in the consideration, uses and purposes herein and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the 22 day of December 2005.

My commission expires: 4-28-2015


(Signature of Notary Public)

Benton County, AR
I certify this instrument was filed on
12-27-2005 09:44:46 AM
and recorded in Deed Book
2005 at pages 70679 - 70684
Brenda DeShields-Circuit Clerk

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