

97 008891

FILED FOR RECORD
At 1:50 O'Clock P M

DECLARATION OF COVENANTS OF ASSURANCE
OF THE WINDSOR SUBDIVISION
TO THE CITY OF SPRINGDALE, ARKANSAS

FFB 06 1997

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants of Assurance is entered into
by and between the parties hereto on this 6th day of
February, 1997.

WITNESSETH:

WHEREAS, we the undersigned constitute one hundred percent
ownership of the following described real property situated in
Benton County, Arkansas, to-wit:

All of the Northeast Quarter (NE 1/4) of the Northwest
Quarter (NW 1/4) (39.71 acres) and a part of the
Northwest Quarter (NW 1/4) of the Northwest Quarter (NW
1/4) (4.63 acres) of Section 23, Township 18 North,
Range 30 West of the 5th Principal Meridian, Benton
County, Arkansas, being more particularly described as
follows:

Beginning at a set railroad spike representing the
Northwest corner of the Northeast Quarter (NE 1/4) of
the Northwest Quarter (NW 1/4) of said Section 23;
thence North 89°59'51" East - 1322.89 feet to a found
iron pin representing the Northeast corner of the
Northeast Quarter (NE 1/4) of the Northwest Quarter (NW
1/4) of said Section 23; thence South 01°27'48" East -
1309.83 feet to a set nail; thence North 89°48'21" West
- 1262.19 feet to a set iron pin; and the point of
curvature of a curve to the left, thence along said
curve having a radius of 110.00 feet and a central
angle of 43°17'52" an arc length of 83.13 feet; thence
North 89°35'13" West - 140.07 feet to a fence; thence
along said fence North 00°57'14" West - 282.65 feet;
thence North 01°08'12" West - 434.67 feet; thence North
00°50'49" West - 375.34 feet; thence North 01°23'49"
West 163.44 feet; thence North 02°34'36" East - 77.92
feet to the center of Wagon Wheel Road; thence North
89°59'51" East - 140.81 feet to the point of beginning,
containing 40.30 acres, more or less.

This real property is also known as Windsor Subdivision to
the City of Springdale, Benton County, Arkansas, as per plat on

18

waco-Spg. a.w.

2058

file in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

ARTICLE I **97 008892**

Definitions

The following terms as used in this Declaration of Covenants of Assurance are defined as follows:

A. "Declaration" means this Declaration of Covenants of Assurance for Windsor Subdivision to the City of Springdale, Benton County, Arkansas.

B. "Property" means Windsor Subdivision to the City of Springdale, Benton County, Arkansas, as the same may be shown on the plat thereof recorded.

C. "Lot" means any numbered Lot designated on the Plat or Plats of the property.

D. "Plat" means the map of plats of Windsor Subdivision to the City of Springdale, Arkansas, as they are recorded.

E. "Owner" shall mean and refer to the record owner.

F. "Subdivision" means Windsor Subdivision to the City of Springdale, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

G. "Developer" means Fairway Development Corporation.

ARTICLE II

Restrictions on Residential Lots

1. **Fences**: Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot. There shall be no chain link fences.

2. **Nuisances**: No noxious or offensive activities or nuisances shall be permitted on any Lot or Parcel.

3. **Signs:** No person shall erect or maintain upon any Lot, or Improvement any sign or advertisement, except a real estate sign when the property is listed for sale.

4. **Animals:** No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance.

5. **Garbage and Refuse Disposal:** No Owner shall accumulate on his Lot litter, refuse or garbage, except in approved receptacles. All homeowners in the subdivision shall be required to have mandatory trash pick up as provided by the City of Springdale, Arkansas.

6. **Limited Access:** There shall be no access to any Lot on the perimeter of the Property except from designated streets or roads within the property.

7. **Drilling and Mining:** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

8. **Storage:** Owners shall store all their property or possessions within their Unit. In no event shall an Owner store such property or possessions in the area between the surface of his Lot and the first floor of his Unit.

9. **Satellite Dishes Prohibited:** Any and all satellite dishes in excess of 18 inches in diameter shall be prohibited in the subdivision.

10. **Parking on the Streets:** 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 privately owned lot.

11. **Homeowner's Association:** A Homeowner's Association may be formed with a minimum of 20 different lot owners. All lot owners must be members of the association and shall automatically become members of the Homeowner's Association with the membership fee of \$100.00 to be paid by developer at the time of closing. This \$100.00 membership fee will be paid one time and will be held in an interest bearing account until the association is formed. All association memberships will pass with property ownership in the subdivision. Each lot will carry one vote in the association.

Developers will maintain or be responsible for all common areas until there is a minimum of 20 members of the Homeowner's Association, at which time a meeting will be called for the purposes of electing officers. This responsibility shall include maintenance of all landscaping. When the Homeowner's Association is formed, the money in the account previously described will be conveyed by developers to the association along with the ownership and responsibilities for maintenance of the proposed common areas.

12. **Structures Other Than Dwellings:** No trailer, mobile home, tent, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the back of the residence, providing that the building is not unsightly and it is acceptable to the City of Springdale. All plans for storage buildings erected on the property must be approved by the developers.

13. **Recreational Vehicles and Boats:** 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, guesthouse or fence, or in or behind the garage, or otherwise 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.

14. **Minimum Square Footage:** There shall be a minimum square footage requirement on all dwellings constructed in the subdivision. There is a minimum of 2,500 square feet of heated area on all one-story dwellings on lots 1 through 14. There is a minimum of 2,000 square feet of heated area on all one-story dwellings on lots 15 through 49. There is a minimum of 1,800 square feet of heated area on all one-story dwellings on lots 50 through 103. On all multi-story dwellings, there shall be a minimum square footage of 1,500 square feet on the first floor on lots 1 through 14; a minimum square footage of 1,200 square feet on the first floor on lots 15 through 49; and a minimum square footage of 1,000 square feet on lots 50 through 103. This minimum square footage requirement is exclusive of garages, porches, patios and decks.

15. **Restriction on Type of Dwelling:** There shall be no dwellings erected on any lots in this subdivision, other than an attached single family dwelling, having at least a two-car enclosed garage.

16. **Approval of Plans by Developers:** All plans for improvements to be constructed on lots in the subdivision shall be first submitted for review and approval by the developers,

Fairway Development Corporation, who shall compose the initial architectural control committee. Approval by the developers must be obtained in writing before construction on any improvement on any lot in the subdivision begins and any variances to the improvement initially approved must be authorized in writing by the developers. Upon the last lot being sold, the architectural control committee will be turned over to the Homeowner's Association.

17. **Exterior of Dwellings:** The exterior of all dwellings erected on said lot or lots said subdivision shall be of a masonry veneer construction to the extent that the exterior of said dwelling is at least eighty percent (80%) masonry veneer on wall sections, excluding windows and doors. On lots 1 through 49 there shall be a minimum of 8/12 pitch on all main roof pitches. On lots 50 through 103 there shall be a minimum of 6/12 pitch on all main roof pitches. Any composition roof on any dwelling in the subdivision shall be at least a 25 year architectural shingle roof and must have a minimum 300 pound architect design.

18. **Covenants to Run With the Land:** These covenants and restrictions are to run with the land and shall be binding on all the parties, their heirs and assigns, for a period of 30 years from the date these covenants are recorded; provided, however, that the covenants and restrictions may be amended at any time by at least seventy-five percent of the total property owners in such addition. Such amendments shall be made in writing, drafted so as to be recorded with the registrar of deeds. Provided, further, that after the expiration of the 30 year period set forth above, and any time within 6 months from said expiration,

the majority of the lot owners may express their intention, in writing, so drafted as to be recorded with the registrar of deeds, that they no longer care for these covenants, and the same shall then be terminated, with the exception of covenant No. 10, which may not be amended or terminated. In the event that no action is taken within the prescribed time, these covenants shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that the protective covenants may be amended after the expiration of the time periods as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form, providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the lot owners of said subdivision and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

19. **Violations:** If the parties herein or any of them or their heirs or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said subdivision to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to cover damages or other penalties for such violation.

20. **Severance of Covenants:** Invalidation of any one of these covenants by judgment or court order shall, in no way,

