

**Declaration  
Of  
PROTECTIVE  
COVENANTS AND RESTRICTIONS  
For  
WINDSOR MANOR  
City of Bentonville  
Benton County, Arkansas**

2005 8955  
Recorded in the Above  
Deed Book & Page  
02-24-2005 10:26:30 AM  
Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2005/8955  
Term/Cashier: CIRCLK01 / DFliirt  
Tran: 2713.83992.225024  
Recorded: 02-24-2005 10:26:36  
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REC Recording Fee  
Total Fees: \$ 59.00

59.00  
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**KNOW ALL MEN BY THESE PRESENTS:**

Whereas, Wayne and Marliza Mumford, as owners and subdividers of the hereinafter described lands lying in Benton County, Arkansas, and propose the development upon said lands, together with any additions thereto as hereinafter provided, of a residential subdivision to be named WINDSOR MANOR; and

WHEREAS, Wayne and Marliza Mumford, as owners and subdividers, desire to provide for the construction of certain streets, utilities, and residential improvements thereon and for the preservation of the values in said subdivision by subjecting the lands herein described, together with any additions thereto as hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner; and

WHEREAS, Wayne and Marliza Mumford, as owners and subdividers, have caused or will cause to be created a Windsor Manor Property Owners Association (WINDSOR MANOR POA) and Windsor Manor Architectural Control Committee (WINDSOR MANOR ACC) for the purpose of exercising the above functions and those which are more fully set out hereafter;

NOW, THEREFORE, Wayne and Marliza Mumford, as owners and subdividers, hereby declare that the real property hereinafter described in Article 1 hereof, and any additions thereto as may hereafter be made pursuant to Article 2, is and shall be held,

2005 8956

Recorded in the Above

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02-24-2005 10:26:30 AM

transferred, sold, conveyed, and occupied subject to the covenants, restrictions, and easements hereinafter set forth:

**ARTICLE 1**  
**PROPERTY SUBJECTED**

2005 8957  
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02-24-2005 10:26:30 AM

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Lots 1 through 32 inclusive, Windsor Manor Subdivision,  
Benton County, Bentonville, Arkansas 72712.

**ARTICLE II**  
**RESTRICTIVE and PROTECTIVE COVENANTS**

WINDSOR MANOR, does hereby establish and create the following Restrictive and Protective Covenants, which shall apply to said lots as shown on the Recorded Plat of the said subdivision found in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the office of the Benton County Circuit Clerk.

**Section 1. All Lots Residential.** Only one detached single family dwelling per lot. A detached garage, storage building, or guest house may be erected on each lot, as long as the design is conducive with the surrounding structures, is located behind the residence, and does not create a nuisance to the surrounding property owners and is approved by the Architectural Control Committee.

**Section 2. Approved Builders:** It is specifically understood that only approved Building Contractors shall be authorized to construct improvements within the subdivision. Neither an Owner nor anyone not an approved contractor may construct improvements within the subdivision. An Owner cannot select a contractor other than an approved contractor. The Architectural Control Committee shall establish such criteria as they deem appropriated and said criteria may be revised from time to time. Such criteria shall include: Workman's Compensation Insurance; \$500,000 General Liability Insurance Policy; furnish certificates of such to the Architectural Control Committee; may be required either to bond or letter of credit; and storm silt screening of construction site. A Building Contractor is defined as a general contractor, building contractor, construction consultant, architect, design builder or the owner, if he acts as his own contractor. An approved builder must abide by the rules set down by the WINDSOR MANOR Architectural Control Committee (WMACC).

**Section 3. Home Occupations:**  
Home occupations as defined by the Bentonville City Codes shall be prohibited.

**Section 4. Yard Space Restrictions and Building Location:** No front of any house shall be located on any lot nearer than twenty (20) feet to the front of the lot line, nor nearer than twenty feet (20) to the side street line. No front of any garage shall be located on any lot nearer than thirty feet (30) to the front of lot line, nor nearer than twenty (20) feet to any interior lot line. No building or permitted accessory building shall be located nearer than seven (7) feet to any interior side lot line. This provision (interior side lot setback) shall not apply to any dwelling constructed on two (2) adjacent lots as to the side lot line dividing the two (2) lots. No dwelling shall be located on any lot nearer than twenty five (25) feet to the rear lot line. All permitted accessory buildings shall be located in the rear yard of each lot, and no such permitted accessory building shall be located on any lot nearer than seven (7) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, this shall not be construed to permit any portion of the building on a lot to encroach upon another lot or easement. No lot shall be subdivided into smaller lots or parcels than shown on the recorded Plat for the purpose of creating additional building sites or lots, except that a lot may be divided to combine portions of it with the adjacent lots on both sides to enlarge the building sites on said respective adjacent lots. Should any building setback lines shown upon the plat of WINDSOR MANOR vary from the setback requirements required herein, the building setback lines shown upon said Plat as filed shall control and take precedence over those stated herein.

**Section 5. Fences:** Fencing of front yards is prohibited, except that decorative wood or masonry fencing of a maximum height of three (3) feet may be constructed upon approval by the Architectural Control Committee. Rear yard fences must be of a decorative wood, vinyl, or masonry design. Dog pens properly screened by walls, fences or plantings may be constructed and maintained in the rear yard portions of any lot. Wire fencing is specifically prohibited. All fencing of any type or location is prohibited unless approved by architectural control committee (WMAAC).

**Section 6: Off-Street Parking:** All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot. Parking of any type of vehicle, trailer, boat, etc., on the streets as shown in the Plat of the subdivision shall be strictly prohibited. Recreational vehicles and equipment, including, but not limited to, boats, motor homes, travel trailers, campers, and all open or enclosed trailers of any type and the like shall not be parked or stored on any lot except as follows. The aforementioned vehicles, trailers, recreational vehicles, and equipment may be parked in the back yard so long as same is screened by proper fencing or other shrubs so as to totally screen the sight of said equipment from all neighbors. All vehicles of any type must be parked on the driveway, or parking pad connected to the driveway, and may not be parked in the yard area. Motor homes and other large vehicles and trailers that are impossible to hide may not be parked anywhere in the subdivision for any more than five (5) days, in any thirty (30) day period.

**Section 7: Gazebo, Greenhouses and Storage Sheds:** Gazebos, pool pavilions, trellis, greenhouses, children's playhouses, tree houses, storage sheds, or other similar structures may not be erected without prior written approval of the Architectural Control Committee. The Architectural Control Committee shall have the right to deny the building or placing of any of the foregoing improvements on a lot.

**Section 8: Satellite Dishes:** Satellite television receiver dishes must be screened from view and may be located only in the rear yard area or if mounted on the house, cannot be higher than one (1) foot below the top ridge of the roof.

**Section 9: Nuisances:** No noxious odors, visual pollution, auditory pollution, 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 nuisance to the neighborhood. Grass, weeds, and tree sprouts shall be kept neatly cut and shall not be allowed to exceed four (4) inches from the ground anywhere in the yard of the lot. Fences or 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 or other property owners may remove dead trees or remove dead limbs, cut grass or weeds, or perform maintenance upon fences, outside structures, or outdoor decorations, or remove building materials and debris or personal property (bicycles, toys, or recreational equipment or motorized 2,3, or 4 wheeled vehicles), or maintain street lights, and shall be entitled to reasonable fee from the owner of the lot for said service and be entitled to file a lien for said expenses, the procedure to be followed as set forth in Section 13 herein. No building material or any kind of character shall be placed or stored upon any lot in the subdivision until the owner is ready to commence construction of the improvements requiring such materials. Construction sites shall always be neat and orderly. Building materials shall not be placed or stored in the street or between the curb and property lines. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed from the subdivision. Producing sound by any means as radios, music noise, or outdoor parties that is heard by your neighbors is prohibited. All vehicles of any type must be serviced or worked on in the garage area only. No owner of any lot within said subdivision shall allow garbage or other debris to accumulate on the property, but shall dispose of same at regular intervals so as to eliminate nuisance in the neighborhood.

**Section 10: Re-subdivision:** No lot shall be re-subdivided.

**Section 11. Restrictive Structures:** No trailer, mobile home, tent, garage or other building or structure, temporary or permanent shall be erected on any said lot. No outbuilding shall be constructed on any lots within said subdivision which shall exceed 400 square feet in area, and such outbuilding so permitted shall be consistent with the exterior colors and materials of the main structure and shall have the same color roofing material as the roof of the main structure. All sheds and outbuildings must be approved by the Windsor Manor Architectural Control Committee before construction. No garage, or any part of a garage, may be converted into living quarters on any lot.

**Section 12. Trade or Business:** No offensive or noxious hobby, activity, trade, or business may be carried on upon any of the said lots. Any trade or business carried on

in said subdivision shall be of a nature as can be carried on within a residential dwelling without altering the character of said subdivision or increasing traffic flow or vehicle parking.

**Section 13: Animal Restrictions:** No animals, livestock, or poultry of any kind shall be raised, bred or otherwise kept on any lot in said subdivision, except dogs, cats, or other household pets, which may be kept providing that they are not bred or maintained for any commercial purposes. All Animals must be contained on their owners lot by wooden fence and animal house. A limit of two (2) pets (of all species combined) is allowed. Animals are not allowed to stray from their owners property. No animal is to be tethered, roped or chained anywhere on a lot. Barking dogs are not allowed and must be either debarked (surgically) or removed from the property permanently. Animal problems are to be brought to the Windsor Manor Property Owners Association and are resolved by the majority vote of the members present or proxy. If a problem still persists, the Windsor Manor Property Owners Association will file suit in the appropriate court and all legal and court expenses will be the responsibility of the non-prevailing party.

**Section 14. Vehicles:** The owner of any lot in said subdivision may be required, at the request of any other lot owner, to remove any non-operating vehicle that has remained upon the lot for a period in excess of 14 days. Vehicles are to be parked in a designated parking area, i.e. garage or driveway. No parking is allowed on the street. No semi-trailer trucks or commercial vehicles larger than a light pickup truck shall be allowed to park in said subdivision, either on the streets or on a privately owned lot.

**Section 15. Signs:** All signs are prohibited except:

- a. Signs erected by municipal government for identification of streets, traffic control, or directional purposes.
- b. Signs of a temporary nature advertising property for sale or construction signs, which shall not exceed 6 sq. feet in area.
  - (1) Signs erected by the Developer advertising the name and entrance of the subdivision. The Developer is to maintain this sign until 90% of the lots are sold.



**Section 16. Maintenance of Lots:** No lot shall be used or maintained as a dumping ground. Rubbish, trash, or other wastes shall not be kept except in approved sanitary containers. No garbage or trash containers are to be kept in view of the street unless scheduled for pick-up that day. Violation of this section will allow the Windsor Manor POA Committee to move said violation at a fee of \$10.00 per bag or item.

**Section 17. Destroyed Property:** In the event a home or lot in said subdivision is destroyed by fire or otherwise, the owner of said lot shall raze the structure and clean off the lot, or start to rebuild the house within 120 days from the time the property was destroyed.

**Section 18. Exterior Work Timeline:** Exterior work on any building must be completed within six (6) months from the start of construction.

**Section 19. Recreational Vehicle Storage:** Recreational and camping vehicles, trailers, and boats may be stored or parked on the lots. However, these vehicles and boats must be located behind house, or otherwise screened, so that they are not visible from the street or adjoining lots. Also see Article II, Section 6.

**Section 20. Improvements:** Owner shall maintain the improvements on their lots and the yards of such lots in a neat and attractive manner, including homes, out buildings, driveways, parking areas, and landscaping. If neglected, the Developers or Windsor Manor Property Owners Association, shall have the right to remove said objectionable material and collect the cost of removal or correction of the problem (watering of plants or trimming of trees) from the lot owner. Each lot owner must maintain at least the minimum of the Architectural Landscape Package that was provided or was to have been provided with each new house. This was submitted at the time of the site and house blueprints. This landscape package shows a minimum of two (2) trees in the front yard as approved by Builder, ten (10) bushes and plants in the front yard, and along with brick and/or rock landscape/garden demarcation (flower bed designation). If any of these minimum number of plants die, or become diseased, they must be removed

and replaced, or the Windsor Manor Properties Owners Association (WMPOA) can have them replaced and collect the fee from the lot and lien the property if the lot owner does not pay the cost involved.

**ARTICLE III**  
**ARCHITECTURAL CHANGES/ALTERATIONS**

**Section 1. Proposed Change or Improvement Approval:** Wayne and Marliza Mumford, hereafter being described as the Developer, has the authority to approve or reject any proposed change or improvement of the property, including any structures, planting, or topographical change. The Developer may act only by written instrument setting forth the action taken, signed by the Developer. If an owner submits a plan to the Developer and he neither approves nor notifies the owner of objections within 30 days, then such plans shall be accepted. The lot owner must have a signed statement from the Developer as to when the plans were submitted.

**Section 2. Alterations:** Owners of any lot in said subdivision will not construct or alter any improvement on the premises until:

- a. The owner has submitted to the Developer a complete set of plans and specifications for structure and finish, in form satisfactory to the Developer, which includes:
  - a1. The size and dimension of the improvement
  - a2. The exterior design
  - a3. The exact location of the improvement on the lot
  - a4. The location of driveways and parking areas
- (2) Such plans and specifications shall be approved in writing by the Developer and a copy of such plans and specifications, as finally approved, shall be held for permanent record by the developer.
- (3) Owner has submitted to Developer, the builder, or general contractor information, including qualifications and proof of insurance, and the Developer has approved said builder for work on improvement.

**Section 3: Sprinkler System:**

- a. All lots will have a double meter set, one of which will be for a sprinkler system.
- b. All lots will be required to have a full yard sprinkler system to water the grass, shrubs, and flowers.
- c. This sprinkler system will be required to be maintained and kept operable and used realistically by the owner.

ARTICLE IV  
BUILDING LIMITATIONS

The subdivision and building codes of the City of Bentonville, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in Windsor Manor. All dwellings and other improvements shall comply with said ordinances as they exist on the date of such construction. Any conflict between such ordinances shall be in favor of the more restrictive provision. Building, architectural, and design specifications shall be in accordance with those regulations set forth in the Bentonville, Arkansas Zoning Ordinance designated in R1 (Residential 1). No dwelling structure shall be constructed upon any lot within WINDSOR MANOR of the size less than **two thousand and eight hundred** (2,800) square feet of heated living space (not less than 1,700) square feet on ground level) for lots one through eight (1 – 8) and lots twenty six through thirty two (26 – 32), **three thousand** (3,000 square feet of heated living space (not less than 1,700) square feet on ground level) for lots nine through twenty five (9 – 25) without approval of the Architectural Control Committee (as hereinafter set forth) . Further, each dwelling shall have a private garage for not less than two (2) cars with dimensions of not less than twenty (20) feet by twenty (20) feet, and shall have a concrete pad at least sixteen (16) feet wide and thirty (30) feet long, extending from the garage entrance or a turn-around pad. All homes or outbuildings constructed on any lot must use approved roofing material. In addition, compliance with the above referenced ordinance shall be judged and determined by and require a prior approval of the Architectural Control Committee (as hereinafter set forth, (which shall view all plans and specifications for all structures prior to construction and be given the power to amend or alter any such designs or specifications prior to approval for construction in WINDSOR MANOR. The specifications and requirements of the above mentioned R1 zoning designation are designed as a minimum requirement for architectural and design specifications and may be supplemented from time to time, where not inconsistent, by the Architectural Control Committee, and such requirements shall be binding for prior approval of construction as required by these covenants. All builders and owners should contact the Architectural Control Committee prior to

commencement of construction to be apprised of current requirements. Revisions to approved architectural plans are discouraged, however, any revision to a previously approved plan should be for upgrade purposes, only. All revisions must be submitted to the Architectural Control Committee as set forth hereinafter.

**ARTICLE V**  
**ARCHITECTURAL GUIDELINES**

**Section 1. Exterior:** The exterior walls of each building constructed or placed on a lot shall be at least eighty (80%) percent brick, stone, or stone veneer, or masonry. No concrete blocks shall be visible. Remainder of exterior of maintenance free siding of vinyl or stucco style. No T-111 siding panels allowed. All exterior colors must be compatible and pre-approved by the Architectural Control Committee. All design must be compatible and pre-approved by the Architectural Control Committee. Exterior lighting shall be carefully chosen, arranged, and shielded so as to produce no glare on surrounding lots.

**Section 2. Roofs:** All roofing material for a house or outbuildings shall be approved in writing by the Architectural Control Committee prior to the installation of such materials. Such materials shall be shake, tile medium grade architectural shingle or better, and shall be otherwise in compliance in all respects with applicable City of Bentonville Ordinances. Shingles to be 30-year composite architectural or greater. The roof pitch of any structure shall be seven feet by twelve feet (8' x 12') minimum. All soffits, fascia and siding must be maintenance free materials.

**Section 3. Mailboxes, Lights, and Extras:** All mailboxes must be brick column approved by the Architectural Control Committee. Replacement of mailboxes must be of the same type originally approved. Street light must be installed as per Article II, Section 21.

**ARTICLE VI**

**ARCHITECTURAL CONTROL COMMITTEE**

**PROPERTY OWNERS ASSOCIATION**

**Section 1. Windsor Manor Architectural Control Committee:** To insure that all dwellings and accessory buildings constructed or erected in WINDSOR MANOR shall have good quality materials and workmanship and are compatible with other dwellings and accessory buildings constructed or to be constructed in WINDSOR MANOR, there is established an ARCHITECTURAL CONTROL COMMITTEE (hereafter known as WMAACC). The initial ARCHITECTURAL CONTROL COMMITTEE for WINDSOR MANOR shall consist of three (3) members, and the initial membership of the same shall be the owner and subdivider of WINDSOR MANOR, and the secretary or the committee as appointed by the owner of the WINDSOR MANOR subdivision and each shall serve in said capacity until December 2007.

Commencing December 2005, each member shall serve a three-year term. Any lot owner may nominate another lot owner or an official of the WINDSOR MANOR, or its successor or assigns, to serve on the ARCHITECTURAL CONTROL COMMITTEE at least thirty (30) days prior to the date for an election of such member. Each member is elected by vote or proxy at the general meeting in May of any given year.

**Section 2. Windsor Manor Property Owners Association:** The WINDSOR MANOR Property Owners Association (WINDSOR MANOR POA) will decide, control, and budget the maintenance of the entrance features and road areas and lake pond area both the water and improvements. The WINDSOR MANOR POA will also control the enforcement of this Protective Covenants and Restrictions for WINDSOR MANOR. They will be the same three (3) people elected the same way and served the same terms as the architectural control committee (WINDSOR MANOR ACC). A budget will be established by May 31 of each year and each lot will be assessed it's prorata share of the expenses. Late fees can be assessed for those not paying within thirty (30) days of



notification and for non-payment a lien may be placed on all lots not paying their share.  
Notice of meetings and violations will either by mail or direct placement of notice in  
front door area.


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**ARTICLE VII**  
**GENERAL PROVISIONS**

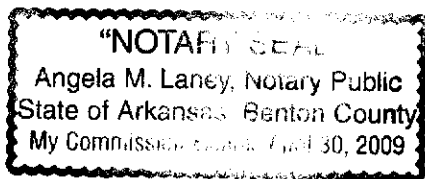
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02-24-2005 10:26:30 AM  
Brenda DeShields-Circuit Clerk  
Benton County, AR

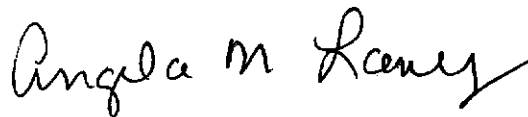
- (1) The owner of each lot agrees to be bound by the foregoing Protective Covenant. Any party violating these covenants will be responsible for any attorney's fees incurred because of their violation.
- (2) All covenants and restrictions are to run with the land and shall be binding on all parties, their heirs and assigns, for a period of twenty-five (25) years from the date these covenants are recorded; provided, however, that the covenants and restrictions may be amended at such time as 2/3 of the lot owners (one lot = one vote) sign an instrument agreeing to change said covenants in whole or in part.
- (3) If part of this Protective Covenant is found to be unlawful, it in no way voids any other part of the Covenant herein.

IN WITNESS WHEREOF, WAYNE and MARLIZA MUMFORD has caused this instrument to be executed this 16<sup>th</sup> day of February, 2005.

  
\_\_\_\_\_  
Wayne Mumford

  
\_\_\_\_\_  
Marliza Mumford





Benton County, AR  
I certify this instrument was filed on  
02-24-2005 10:26:30 AM  
and recorded in Deed Book  
2005 at pages 8955 - 8972  
Brenda DeShields-Circuit Clerk

AMENDMENT TO DELARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS AND PROPERTY OWNERS ASSOCIATION FOR  
WINDSOR MANOR SUBDIVISION

2005-13927  
Recorded in the Above  
Deed Book & Page  
03-23-2005 02:55:29 PM  
Brenda DeShields-Circuit Clerk  
Benton County, AR

Amendments to Protective Covenants for Windsor Manor originally filed February 24,  
2005, Book 2005, Page 8955.

Omit Article V. Section 3 and replace with:


All mailboxes must be brick or stone column approved by the Architectural Control  
Committee. Replacement of mailboxes must be of the same type originally approved.

Add to Article V.

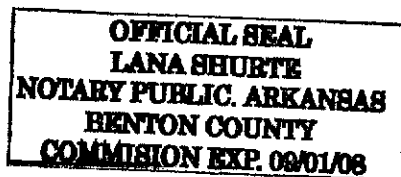
Section 4: All driveways must be patterned concrete.

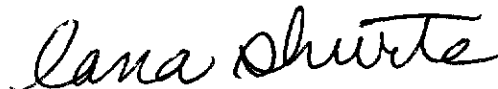
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Recorded: 03-23-2005 14:55:40  
DFE Deed 8.00  
REC Recordins Fee 0.00  
Total Fees: \$ 8.00

IN WITNESS WHEREOF, WAYNE and MARLIZA MUMFORD has caused this  
instrument to be executed this 23<sup>rd</sup> day of March, 2005.

  
\_\_\_\_\_  
Wayne Mumford

  
\_\_\_\_\_  
Marliza Mumford



  
3-23-2005

Benton County, AR  
I certify this instrument was filed on  
03-23-2005 02:55:29 PM  
and recorded in Deed Book  
2005 at pages 13927 - 13927  
Brenda DeShields-Circuit Clerk