

MAR 26 1993

PROTECTIVE COVENANTS  
FOR  
ARROWHEAD ESTATES SUBDIVISION, LOWELL, ARKANSAS  
PHASES I, II, AND III

DALE HODGES  
Clark and Recorder  
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Cecil Huffman and Diane Huffman, herein called the "OWNERS", are the owners of the following described lands in the County of Benton, State of Arkansas, to-wit:

Part of the West one-half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 26, Township 19 North, Range 30 West in Benton County, Arkansas, more particularly described as Beginning at the Northeast Corner of said W 1/2 of the SE 1/4, thence South 00° 03' 03" West 1453.33 feet, thence North 89° 14' 57" West 1320.95 feet; thence North 00° 05' 30" East 1452.53 feet; thence South 89° 17' 00" East 1319.91 feet to the Point-of-Beginning, containing in all 44.034 acres, more or less and subject to the Rights-of way of Concord Drive on the East and Laurel Road along the North.

WHEREAS, the OWNERS have caused Phase I of the above described lands to be surveyed, staked, platted, and subdivided into lots, blocks, and streets, and will in the future cause Phases II and III to be surveyed, staked, platted, and subdivided into lots, blocks, and streets, and have designated the same as Arrowhead Estates Subdivision, an addition to the City of Lowell, Benton County, Arkansas.

NOW THEREFORE, the OWNERS, for the purpose of providing an orderly development of the above described real estate and in order to provide adequate restrictive covenants for the mutual benefit of themselves and their heirs, successors, and assigns, do hereby impose the following restrictions and reservations and create the following easements which shall be binding upon them, their heirs, successors, and assigns, to-wit:

1. USE: All lots shall be used for residential purposes only.
2. BUILDINGS: No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height. Each dwelling shall have a private attached garage for at least two cars and shall be not less than twenty-two (22) feet wide. Each dwelling shall have a concrete driveway not less than sixteen (16) feet wide. One (1) storage building not larger than twelve (12) feet by fifteen (15) feet may also be located in the back yard on a lot provided that it has the same or similar outside motif as the house. No mobile homes shall be allowed in the subdivision. No building of any description shall be moved from any other location to any lot in this subdivision. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuildings shall be used on any of said lots at any time as a residence, either temporarily or permanently. All dwellings and outbuildings shall be approved by the Architectural Control Committee.
3. FENCES AND WALLS: No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the front line of the house on the lot, except for a low lying, decorative fence or wall. As each phase of this subdivision is developed, chain link fences and other forms of wire fencing are prohibited within the phase. All fences shall be approved by the Architectural Control Committee.

212 West Robinson  
Lowell, Arkansas  
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4. BUILDING SIZE: No dwelling shall be permitted on any lot which has a heated living area of less than two thousand (2,000) square feet, excluding garages and porches. In the case of a two-story dwelling, the main level shall have not less than one thousand three hundred (1,300) square feet of heated living area, excluding garages and porches.
5. SET BACK: No building shall be located on any lot nearer than 30 feet to the front lot or nearer than 15 feet to any side street line. No dwelling shall be located on any lot nearer than 30 feet to the rear lot line or 10 feet to any interior lot line. For the purposes of this covenant, eaves and steps shall not be considered as a portion of the building.
6. EASEMENTS: Easements for installation and maintenance of utilities are reserved as shown on the recorded plat of the subdivision and within these easements, no structure, planting, or other material, shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct or retard the flow of water over said easements. The easement area of each of said lots shall be maintained continuously by the owner of the lot except for those improvements on said easements for which a public authority or public utility is responsible.
7. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than one square foot in area stating the name and/or address of the residents of the lot, and further except one (1) sign of not more than five square feet in area advertising the property for sale or for rent, or such signs used by the developer to advertise the property during development and sale.
8. NUISANCE: No obnoxious or offensive activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. Grass, weeds, and tree sprouts shall be neatly cut and shall not be allowed to exceed six (6) inches from the ground surface. Fences, outside structures, and outside decorations shall be properly maintained. Upon the failure to comply with the requirements of this paragraph, the developer or other property owners may cut grass or weeds or perform maintenance upon fences, outside structures, or outside decorations and shall be entitled to charge a reasonable fee to the owner of the lot for said service.
9. ANIMALS: No animals or livestock of any kind shall be raised, bred, or kept on any lot or lots except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose, and no poultry house shall be erected on any of said lots. No animals shall be allowed to run loose in the subdivision. Dog pens properly screened by walls, fences, or plantings may be constructed and maintained in the rear yards of lots.
10. SATELLITE DISHES: Satellite television receiver dishes must be screened from view and may be located only in the rear yard of a lot.
11. CITY CODES: Any conflict between the city's zoning, subdivision, and building codes and these protective covenants shall be resolved in favor of the more restrictive provisions.
12. ARCHITECTURAL CONTROL COMMITTEE: All house plans, including plans for fences and outbuildings, shall be subject to the approval of the Architectural Control Committee. The Committee shall designate its approval or disapproval of the plans in writing

on the plans submitted to the Committee. The initial Architectural Control Committee shall be composed of Diane Huffman and a person designated by her. If the Committee member designated by Diane Huffman resigns or otherwise is unable or unwilling to serve or continue to serve on the Architectural Control Committee, Diane Huffman shall name a successor to such person. If Diane Huffman becomes unable or unwilling to serve or continue to serve on the Committee, her successor shall be selected by the vote of a majority of the lot owners in the subdivision. For this purpose, each owner shall have one vote for each lot which he owns.

13. TERM AND AMENDMENT: These covenants and restrictions are to run with the land and shall be binding on all subsequent owners of the lots, their heirs, successors, and assigns, for a period of twenty-five (25) years from the date hereof. If at any time within six (6) months before the expiration period, the owners of a majority of the lots express their intentions in writing, drafted so as to be recorded at the Registrar of Deeds, that they no longer care for these covenants, then the same shall be terminated. In the event that no such action is taken, these covenants shall continue for periods of five (5) years and at the end of any such five (5) year period, the said covenants may be terminated in accordance with the terms stated above. It is further provided that these protective covenants may be amended at any time before the expiration of twenty-five (25) years either by adding to or taking from these protective covenants in their present form, provided that such amendment or amendments shall be incorporated in a written instrument executed by the owners of not less than eighty percent (80%) of the lots of the subdivision and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof. It is further provided that these covenants and restrictions may otherwise be amended at any time after the expiration of twenty-five (25) years provided that such amendment or amendments are set forth in an instrument properly executed by the owners of not less than a majority of the lots of the subdivision and properly recorded with the Registrar of Deeds.

14. ENFORCEMENT: If the parties herein or any of them or their heirs, successors, 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 an interest in any lot or lots in the subdivision to prosecute any action at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing or to recover damages or other penalties for such violation, or both.

15. SEVERABILITY: Invalidation of any of these covenants by judgment or Court Order shall in no wise affect any other provision herein contained.

16. DEDICATION: The OWNERS further dedicate to public use forever the easements and rights of way as shown and designated on the plat of the subdivision for the several purposes of construction, maintaining, operating, repairing, removing and replacing any and all public utilities including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, together with all fittings and equipment for each of such facilities including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress or egress upon said easements and rights of way for the uses and purposes as aforesaid together with similar rights in each and all of the streets and alleys shown on the plat of the subdivision.



FILED FOR RECORD  
At 9:45 O'clock PM

FIRST AMENDMENT TO PROTECTIVE COVENANTS  
FOR  
ARROWHEAD ESTATES SUBDIVISION, LOWELL, ARKANSAS DEC 14 1993

PHASES I, II, AND III

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Diane Huffman, a single person and as the surviving spouse of Cecil Huffman, herein called the "OWNER" is the owner of the following described lands in the County of Benton, State of Arkansas, to-wit:

Part of the West one-half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 26, Township 19 North, Range 30 West in Benton County, Arkansas, more particularly described as Beginning at the Northeast Corner of said W 1/2 of the SE 1/4, thence South 00°03'03" West 1453.33 feet, thence North 89°14'57" West 1320.95 feet; thence North 00°05'30" East 1452.53 feet; thence South 89°17'00" East 1319.91 feet to the Point-of-Beginning, containing in all 44.034 acres, more or less and subject to the Rights-of-way of Concord Drive on the East and Laurel Road along the North.

WHEREAS, the OWNER has previously imposed certain protective covenants on the above described property, and

WHEREAS, the OWNER still owns all of the above described property and desires to place additional protective covenants on it.

NOW THEREFORE, the OWNER, for the purpose of providing and orderly development of the above described real estate and in order to provide adequate restrictive covenants for the mutual benefit of herself and her heirs, successors, and assigns, does hereby impose the following additional restrictions which shall be binding upon her, her heirs, successors, and assigns, to-wit:

1. OFF STREET PARKING. All vehicles of the lot owners shall be parked in the garage or driveway of the respective lot, and parking on the streets as shown in the Plat of the Subdivision shall be prohibited for a period of time exceeding three (3) days. Recreational vehicles and equipment, including but not limited to boats, motor homes, travel trailers, campers and the like, shall be prohibited from parking in the streets or driveways, or stored on the lot for a period of time exceeding one (1) day.

2. INOPERATIVE VEHICLES. No vehicle, bus, tractor, or other vehicle or other conveyance or rig, other than a lawn grass apparatus, shall be left inoperative on any platted lot for a period of more than fourteen days.

3. RATIFICATION. The original protective covenants on this real estate are not otherwise amended and are hereby ratified and confirmed.

WITNESS my hand this 14<sup>th</sup> day of December, 1993.

Diane Huffman  
DIANE HUFFMAN

Diane Huffman  
212 W. Robinson  
Lowell

25220

STATE OF ARKANSAS )  
                          )SS  
COUNTY OF BENTON )

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, DIANE HUFFMAN as the OWNER in the foregoing First Amendment to Protective Covenants, and stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 14<sup>th</sup> day of December, 1993.

My Commission Expires:  
8-25-00

*Diane Huffman*  
Notary Public

Prepared by: Matthews, Campbell & Rhoads, P.A.

