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FILED FOR RECORD

Plat P-1-650

At 2:45 O'Clock P M

PROTECTIVE COVENANTS

OCT 01 1998

CAMBRIDGE PLACE SUBDIVISION

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

A Subdivision in
Benton County, Arkansas

KNOW ALL MEN BY THESE PRESENTS:

That Pennington Developments, Inc., as owner and developer of all lots in Cambridge Place Subdivision to the City of Lowell, Benton County, Arkansas, hereby enters the following restrictive covenants with respect to said subdivision.

- 1) All lots in said subdivision shall be residential lots, and no structures shall be erected on any of said lots other than one detached, single family dwelling not to exceed two(2) stories from the ground level, to be used for residential purposes. A detached garage is permitted with the same architectural design of said residence. Any dwelling house construction upon any lot shall have at least 1400 square feet of heated area, excluding porches, garages and breezeways with at least 1000 square feet on the ground floor. Dwellings must have at least a two car garage.
- 2) All homes must meet the following construction guidelines.
 - * The home exterior must be covered with at least 75% brick or drivit and the remaining exterior to be covered with vinyl siding.
 - * All roofs must be covered with a 25 year or greater architectural type shingle.
 - * All roof overhangs must be twelve inches (12") or more.
 - * Roof pitches will be not less than 7/12.
 - * All fascia boards will be 2" x 6" and covered with aluminum
 - * Soffit material must be aluminum and match the fascia in color.

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- * Yards must be sodded in front and on sides of dwelling or up to privacy fence. Sod must be bermuda or a bermuda mix type sod.
 - * All mailboxes will be of like kind and be uniform throughout subdivision
 - * Addresses will be displayed in like kind manner and with like kind material on each dwelling so as to add a uniform look. This will also help police and emergency personnel to locate those in need faster.
- 3) The owner(s) of each lot shall construct or cause to be constructed a concrete drive connecting garage of said dwelling to the street, said drive or drives being of adequate width to accommodate two or more automobiles in total. No culverts, pipes, or other underground drainage devices shall be constructed or erected at such driveways entrances.
 - 4) No fences of any kind shall be constructed between the front building set back line and the curb. "Front" as used herein shall be that portion of a lot between the residence situated thereon and the street abutting said lot. Any fence along or upon any portion of any lot in said subdivision must be decorative wood and not to exceed six feet in height. No cyclone metal fences shall be erected on said lots.
 - 5) No dwelling or building or other structure will be allowed to have a carport attached to or on any of the lots of this subdivision.
 - 6) No out-building shall be constructed on any lot within said tract which shall exceed 200 square feet in area. Such out-building so permitted shall be constructed so as not to detract from the general appearance of the neighborhood and shall be painted to duplicate the exterior of the main structure and shall have the same type and color of roof as main structure , however, pre-manufactured out-buildings of sound construction will be permitted. No sheet iron, tin, or metal shall be used for siding or roof or any part thereof.

- 7) No trailer, mobile home, tent, shack, metal building or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots.
- 8) All lots must be maintained in neat manner without the accumulation of debris or unsightly growth of grass or weeds.
- 9) No clotheslines, drying yards, garbage cans or wood piles shall be permitted unless concealed so as not to be viewed from the residential street. No unsightly objects shall be allowed to be placed or to remain anywhere on the lots or in the streets of the subdivision.
- 10) There shall be no T.V. , Ham, Citizen Band, two-way radio or other communication antenna installed on the roof of any structure in said subdivision. Small satellite receiver dishes can be installed but must be hidden from view.
- 11) 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 a privately owned lot.
- 12) 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, fence, or in or behind the garage, or otherwise screened so that they are not visible.
- 13) No inoperative or junk motor vehicles or other vehicles shall be permitted to remain upon any lot or lots or in any public streets in said subdivision for a period in excess of two (2) days. And at no time will motor vehicles be allowed to be parked on said lots other than on the driveway leading to and from the street to the garage.
- 14) No trade or business shall be carried on upon any lot in said subdivision, nor shall anything be done or performed thereon which may become an annoyance or nuisance to the neighborhood or detrimental to

the residential value of any lot in said subdivision, either on the street or on a privately owned lot in said subdivision.

- 15) 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 not become a nuisance to the adjoining lot owners nor kept, bred or maintained for any commercial purpose; and that such house-hold pets must be kept in accordance with the leash law of the City of Lowell, Arkansas.
 - 16) No sign of any kind shall be displayed to the public view on any lot except one(1) professional real estate sign of not more than nine(9) square feet for the sale of the property.
 - 17) No noxious or offensive activity shall be carried on upon any lot.
 - 18) Pennington Developments, Inc. be will responsible for maintenance of the main entrance and all public areas in the Cambridge Place Subdivision for a period of two (2) years or until fifty (50) percent of the lots have been sold and or occupied, which ever comes first. After that time the owners and or residence of said lots in Cambridge Place Subdivision shall be required to form a Property Owners Association. The POA shall elect officers and collect dues for this purpose of maintaining the entrance and all public areas of Cambridge Place Subdivision. Also, for making sure all utility bills for lighting and irrigation are paid.
- The main entrance and public areas consist of the following.
- * The block wall along Honeysuckle Street
 - * The patterned concrete located at the main entrance on Hayden Ave.
 - * All sod and landscaping along block wall facing Honeysuckle Street.
 - * The fountain and all landscaping surrounding fountain.
 - * The sprinkler system along the wall and fountain area.

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- * All electrical and plumbing items that are associated with the entrance, such as lighting and all parts used to operate fountain.
- * The green space along Nelda Ave at the south entrance of subdivision for approximately 160 feet.

GENERAL PROVISIONS

- A. TERMS: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five(25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of five(5) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change these said Covenants in whole or in part.
- B. ENFORCEMENT: Enforcement shall be proceedings at law or in equity against all persons violating or attempting to violate any Covenant either to restrain violation or to recover damages. These Covenants shall be for the benefit of the City of Lowell, and the provisions hereof may be enforced by the City of other beneficiary.
- C. SEVERABILITY: Invalidation of any one of these Covenants by judgement of court order shall in no way effect any of the other provisions which shall remain in full force and effect.

WITNESS our hands on this

14th day of September, 1998

PENNINGTON DEVELOPMENTS, INC.

By: Michael T. Pennington
President

ATTEST:

Michael T. Pennington
Secretary


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ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

On this day, before me, a Notary Public, appeared Michael T. Pennington, to me personally known, who acknowledged that he is the President and Secretary of Pennington Developments, Inc., an Arkansas Corporation, and that he, as such officers, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officers.

Witness my hand and seal on this 14th day of September, 1998.



Notary Public

My **OFFICIAL SEAL**

Donna J. Stewart

Notary Public-Arkansas

Washington County

Expires 05/21/2002