

①

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2009/35221
Term/Cashier: CASH2/TBBER
07/16/2009 2:20:31PM
Tran: 81337
Total Fees: \$45.00
Book ~~2009~~ Page ~~35221~~
Recorded in the Above
DEED Book & Page
07/16/2009

Protective Covenants and Bill of Assurances
For Autumn Glen Subdivision, Phase 1 - Residential, to the City of
Siloam Springs, Arkansas

Known ALL MEN BY THESE PRESENTS:

WHEREAS, James and Joy Mathias desire to develop Autumn Glen Subdivision, Phase 1 – Residential, as a residential addition to the City of Siloam Springs, Arkansas, and has surveyed and platted said subdivision; and

NOW, THEREFORE, in consideration of the foregoing premises, and for the purposes mentioned above, James and Joy Mathias, being the only owners of land in Autumn Glen Subdivision, Phase 1 – Residential, a subdivision located in Siloam Springs, Benton County, Arkansas, according to the recorded plat thereof as recorded and designated in Plat Record 2008 at Page(s) 166-168 of the Plat Records on file in the Office of the Circuit Clerk and Recorder of Benton County, Arkansas, desiring to establish and maintain and protect the property value levels in said subdivision through the regulation of type, size and placement of buildings, lot sizes, reservation of easements and prohibition of nuisances and other land uses that might affect the desirability of said subdivision as a residential area, do hereby adopt the following protective covenants which shall apply to all of said lands in Autumn Glen Subdivision, Phase 1 - Residential.

1. Lots 1-18, 34-58, 101-115, 143-148 & 188 shall be used exclusively for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling unit not to exceed two stories in height and garage. Lots 19-33 & 116-142 shall be used exclusively for two family (duplex) residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, two-family dwelling unit not to exceed two stories in height and garage.

2. The ground floor heated/cooled living area of all single family dwelling units located on Lots 1-18 & 188 exclusive of porches, patios, breeze ways, basements and garages, shall be not less than one thousand six hundred (1,600) square feet for a one-story dwelling and one thousand two hundred (1,200) square feet for a two-story dwelling. The ground floor heated/cooled living area of all single family dwelling units located on Lots 34-58, 101-115 & 143-148 exclusive of porches, patios, breeze ways, basements and garages, shall be not less than one thousand two hundred (1,200) square feet for a one-story dwelling and nine hundred (900) square feet for a two-story dwelling. The ground floor heated/cooled living area of all two family (duplex) dwelling units located on Lots 19-33 & 116-142 exclusive of porches, patios, breeze ways, basements and garages, shall be not less than one thousand (1,000) square feet per

RTC 09-98795

dwelling unit for a one-story dwelling and eight hundred (800) square feet per dwelling unit for a two-story dwelling. The minimum total square footage for all two-story dwellings shall not be less than the minimum square footage of a one-story dwelling unit.

3. The front and both side exterior wall surfaces of each single family dwelling unit and two family (duplex) dwelling units shall be brick/stone/rock/cut-stone or petra stone, or any combination of these materials. Vinyl Siding, Cedar or Concrete siding may be used on the rear exterior wall, gables or dormers. The use of concrete block, T-111 fir or Masonite for exterior walls is specifically prohibited. The soffits, fascia, or trim materials may be steel/high-quality vinyl/or wood or any combination of these materials. The use of T-111 fir or Masonite for soffits, fascia or trim is specifically prohibited. Any attached garage constructed in connection with any dwelling unit shall be of the same design, shall have the same roof material and exterior trim and shall have the same materials for its exterior walls as the dwelling constructed on such lot. All roof materials of any dwelling unit shall be wood/slate/simulated-slate/tile/or architectural composition shingles. Metal roofs are specifically prohibited, with the exception of small copper accent roofs. The roof pitch of any two-family dwelling unit shall be a minimum 6-12 and the roof pitch of any single-family dwelling shall be a minimum of 8-12. All building plans shall be subject to written approval by the Architectural Control Committee in advance of construction.

4. Each single family unit shall have constructed in connection therewith a two car garage with overhead garage door or doors.

5. Each single family dwelling unit shall have constructed in connection therewith a sidewalk five (5) feet in width along the front lot line from side lot line to side lot line to be located four (4) feet from the back side of the street curb and constructed in accordance with the requirements of the City of Siloam Springs, Arkansas, and off-street parking for at least two automobiles in addition to the requirements for garage. The driveway from the street to the garage shall be considered an off-street parking area. The driveway or off-street parking area shall be a concrete slab at least eighteen feet (18') wide and constructed in accordance with the requirements of the City of Siloam Springs, Arkansas.

6. All single family dwelling units and two family dwelling units constructed in said subdivision shall face the platted street in said subdivision.

7. Mailboxes shall be black one-piece cast metal including ornamental post, as approved by the Architectural Control Committee.

8. The re-subdivision of any lot covered by these covenants into smaller tracts for sale for the purpose of construction of any building thereon, except for a garage being constructed in

connection with a single family unit located on an adjoining lot, is expressly prohibited. This paragraph shall not prohibit the use of two lots for the construction of one dwelling unit.

9. No building shall be located on any lot except in accordance with the building set-back requirements along the front, rear and side lot lines of each lot as shown on the recorded plat.

10. Any home occupations are specifically prohibited in either single-family or two-family residential lots.

11. Swimming pools and hot tubs that are visible from the street are prohibited.

12. No trailers, mobile homes, modular homes or manufactured homes constructed elsewhere and assembled on the site, prefabricated buildings or buildings moved from another location, tents, shacks or other outbuildings shall at any time be used as a shelter on any lot or erected, altered, placed or permitted to remain on any lot as a residence either temporarily or permanently.

13. No fences, except ornamental or decorative fences shall at any time be erected or permitted to remain on any lot or along any lot line and fences of chain link, barbed wire, chicken wire or hog wire are specifically prohibited. No fence shall be erected or permitted to remain on any lot nearer to any street than the minimum building set-back line of twenty-five (25) feet as shown on the recorded plat. Any fence constructed from wood shall have its more attractive side facing away from the lot and the framework and posts for any wood fence shall not be exposed to view from outside the fence.

14. Easements for installation and maintenance of utilities and for drainage facilities are reserved as shown on the recorded plat of said subdivision. 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 change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot shall be maintained continuously by the owner of the lot except for that maintenance for which a public authority or utility company is responsible.

15. All utility service lines from the street or utility easement to each dwelling, including but not limited to electrical, television and telephone service, shall be located and constructed underground. Solar panels and above ground antennas visible from the street, including but not limited to radio, television or satellite dish antennas, are expressly prohibited.

16. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

17. Outside/on-site storage buildings of any type, whether permanent or portable are expressly prohibited from being placed or allowed to remain on any lot or portion of lot, unless it is completely obscured by a privacy fence and is approved by the Architectural Control Committee.

18. Any covered patio or deck constructed in connection with a single-family unit or two-family (duplex) unit must be erected with a roof of the same material as the roof of the adjacent dwelling unit and must be tied into the roof of the adjacent dwelling unit with the same gable/hip design and pitch of the roof of the dwelling unit to which it is attached.

19. Overnight on-street parking of any type of motor vehicle, trailer or equipment is expressly prohibited at all times.

20. Parking of motor homes, camper trailers, recreational vehicles, equipment trailers, utility trailers, cycle trailer, off-road vehicle trailers, snow mobile trailers, trucks, tractors or any other type of equipment is expressly prohibited at all times unless the same are concealed from view inside a garage.

21. The use of any porch, patio, yard, driveway, garage or dwelling unit for any type of bazaar, private offering, sale, silent auction sale, public auction sale, garage sale, rummage sale or sale of any type is expressly prohibited. Garage sales shall be permitted in accordance with the City of Siloam Springs regulations, if a permit is obtained from the City in advance.

22. The use of the platted street or the use of any driveway or yard of any dwelling unit to repair, overhaul, service or perform work on any type of vehicle, whether motorized or not, or any trailer, machinery or equipment of any type is expressly prohibited at all times.

23. No sign of any kind shall be displayed to public view on any lot or from the dwelling unit on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent or signs by a builder to advertise the property during the construction or sales period.

24. No space originally constructed as a garage may be converted to living space.

25. 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 they are not kept, bred or maintained for any commercial purpose and are not a nuisance to the neighborhood; provided further, however, that any pets kept by the occupants of any dwelling in said subdivision shall at all times be restrained, either by means of a pen or leash and shall not be allowed to run at large.

26. No lot shall be used or maintained as a dumping ground for rubbish, trash, salvage or inoperable vehicles. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition at all times.

27. No individual water supply or sewage disposal system shall be permitted on any lot.

28. No fence, wall, hedge or shrub planting which obstructs sidelines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines in a line connecting them at points twenty-five (25) feet from the intersection of the street lines. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of the driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

29. Sex Offender Restriction. No person who is required to register as a sex offender pursuant to the Sex Offender Registration Act of 1997, Arkansas Code Ann. §§12-12-901, et seq., as amended from time to time or any other similar federal, state or local law, regulation, or ordinance may rent, reside in, own or occupy any Lot or Dwelling in the subdivision either permanently or temporarily.

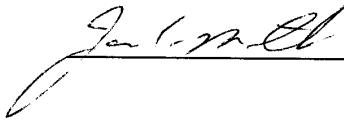
30. Architectural Control Committee. The Architectural CONTROL Committee shall be composed of the developers, James and Joy Mathias until such time as all of the lots within the subdivision are sold and houses completed on the said lots. After that time, the Architectural Control Committee shall be composed of five (5) elected members. The members shall be elected by a majority vote of the owners of record of each lot of this subdivision. The Committee, by majority vote, may designate a representative to act on its behalf. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor to fill the remaining term of such vacancy. The members elected shall serve a term of One (1) year. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for serviced performed, pursuant to the provisions of this paragraph. At any time, and from time to time, a majority of the owners of record of all the lots in said subdivision shall have the power, through a written and signed instrument, duly recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, to modify, change, or amend the provisions of this paragraph as it relates to the membership, powers and duties and governing guidelines of the Architectural Control Committee

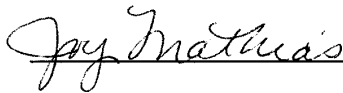
31. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

32. Enforcement of these covenants may be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the covenants, either to restrain violation or to recover damages or both.

33. Invalidation of any one of these covenants by judgment or order of a court of competent jurisdiction shall in no wise affect any of the other provisions of these covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said James and Joy Mathias, have caused this instrument to be executed on this 15 day of July, 2009.






STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On this the 15 day of July, 2009, before me, a Notary Public, personally appeared **James Mathias and Joy Mathias**, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:



Notary Public



Benton County, AR
I certify this instrument was filed on
07/16/2009 2:21:13PM
and recorded in DEED Book
2009 at pages 0035221 - 0035227
Brenda DeShields-Circuit Clerk