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Brenda DeShields-Circuit Clerk  
Benton County, AR  
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Term/Cashier: CIRCLK04 / white  
Asn: 3638.109436.303034  
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Total Fees: \$ 23.00

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**PROTECTIVE COVENANTS FOR  
CERTAIN LANDS IN  
CENTERTON, BENTON COUNTY, ARKANSAS  
KNOWN AS McKISSIC CREEK ESTATES**

DESCRIPTION (PARENT PARCEL)

ALL OF LOT 1, SCANNELL SUBDIVISION, BENTONVILLE, BENTON COUNTY, AS SHOWN IN PLAT RECORD 'P3" AT PAGE 595 LESS THAT PART DESCRIBED IN QUIT CLAIM DEED RECORDED IN BOOK 2005 AT PAGE 36824 AND INCLUDING THOSE LANDS DESCRIBED IN QUIT CLAIM DEED RECORD IN BOOK 2005 AT PAGE 36790. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTH HALF OF THE NW 1/4 OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS. BEGINNING AT THE NW CORNER OF THE SE 1/4 OF THE NW 1/4; THENCE S88°03'37"E 613.40 FEET; THENCE S19°21'21"W 245.68 FEET; THENCE S38°48'55"W 86.52 FEET; THENCE S87°46'40"W 103.62 FEET; THENCE S24°11'34"W 287.57 FEET; THENCE S41°58'23"W 84.03 FEET; THENCE N64°22'10"W 261.21 FEET; THENCE S25°30'51"W 186.54 FEET; THENCE N62°33'22"W 562.36 FEET; THENCE N02°24'26"W 188.29 FEET; THENCE N81°27'47"E 249.21 FEET; THENCE N27°40'31"E 256.89 FEET; THENCE S88°17'37"E 257.38 FEET TO THE POINT OF BEGINNING. CONTAINING 550,369 SQUARE FEET OR 12.63 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENT, RIGHTS-OF-WAY OR COVENANTS OF RECORD OR FACT.

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, the undersigned, owners of all of all of the following described property in Centerton, Benton County, Arkansas, desire to establish Protective Covenants governing the use of the property for the highest of residential uses and to restrict its uses as such. The Plat of McKissic Creek Estates, appears of record in the office of the Benton County Circuit Clerk and Ex. Officio Recorder at Plat Record 2005 at Page 1435, and the legal description thereof is attached hereto, marked as "Exhibit A," and incorporated herein by reference as if set forth word for word

NOW THEREFORE, Owners hereby adopt the Protective Covenants stated herein and agree that the stated covenants shall apply to all of the property above described as covenants running with the land:

**1. SCOPE OF APPLICATION.**

These covenants shall apply in their entirety to the area above described.

**2. LAND USE AND BUILDING TYPES.**

A. No lot shall be used except for residential purposes. No platted lot may be split or subdivided without the prior written approval of the Architectural Control Committee as hereinafter defined. Except for the business of the Developer and furtherance of its sales program, the practice of any profession or the carrying on of any business or commercial activity is prohibited within the property. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling. A private garage is permitted. Out-buildings may be permitted in the discretion of the

Architectural Control Committee. Such out-building must be of a character and material consistent with the principal residence and the property. "Ground floor" shall mean heated and cooled living space on one level. The total heated living space of the main structure, exclusive of one-story porches, carports, and garages on one level, shall not be less than 2,700 sq. feet. The ground floor of structures exceeding one story shall not be less than 2,000 sq. feet.

B. In order to preserve, to the extent possible, the natural beauty of the property and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the property and to protect and enhance the property, the Owner does hereby create the Architectural Control Committee (ACC). Said Committee shall approve the details of construction plans, including placement of the dwelling on the lot. Michael Gower and Darla Gower shall perform the function of the ACC.

C. No building or improvement of **any type** shall be constructed, erected, placed or altered upon any lot or property within the Property and no grading shall be commenced until the name of the building contractor, the building plans and specifications, plot plan and construction schedule have been approved by the ACC. Any modification to the exterior of any improvement in a manner not previously approved by the ACC shall be submitted as provided above. Approval or disapproval of any plans must be given by the ACC within 15 business days from submission or same shall be deemed to have been approved. Only Danny Melton or such other contractors as may from time to time be approved by the ACC shall be hired or employed to build improvements within the property.

D. All approvals shall be withheld until all submissions for a given project are in complete compliance with the applicable covenants. **THE APPROVAL OF PLANS AND SPECIFICATIONS AS REQUIRED HEREIN IS FOR THE MUTUAL BENEFIT OF THE OWNERS WITHIN THE Property AND SHALL NOT BE CONSTRUED AS AN APPROVAL OR CERTIFICATION THAT SUCH PLANS AND SPECIFICATIONS ARE TECHNICALLY SOUND OR PROPERLY ENGINEERED.**

E. No mobile, modular, or prefabricated homes of any kind shall be placed or constructed upon any property within the above described lands.

F. Construction of a residence conforming with both the requirements of these covenants and any specifications as may be established by the ACC must commence within eight (8) months, and be completed within eighteen (18) months, from the date of closing on the purchase of any lot in McKissic Creek Estates. Extensions of these time periods may be granted by the ACC, in its sole reasonable discretion, upon written request by a property owner.

G. The design and location of all mail receptacles shall conform to all United States Post Office rules and regulations and be approved by the ACC prior to installation.

H. All Driveways shall be constructed from Concrete. Any deviation must be approved by the ACC.

### **3. GENERAL RESTRICTIONS.**

a. No noxious or offensive activity and no commercial activities of any kind shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

b. No tent, shack, or barn shall be erected on any lot in this property, temporarily or permanently, except for temporary use by construction contractors only. Tents used for recreational purposes of a short duration shall be considered as excluded by this provision. Out-building or an additional garage may be constructed upon each property subject to the approval of the ACC.

c. 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 docile and are not kept, bred or maintained for commercial purposes.

d. No trash, ashes or other refuse may be thrown or dumped on any of the lots in the addition. Containers for trash or garbage that is to be picked up on a regular basis may be placed in the open for access on days when such pick-up is scheduled. At all other times such containers must be stored in such a manner as to be shielded from view by adjoining property owners or from the street.

e. No building material of any kind or character shall be placed or stored upon any property until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines.

f. No previously approved structure shall be used for any purpose other than that for which it was originally approved.

g. No cars, trucks, mail carts, dune buggies, golf carts, mobile homes, commercial vehicles, motor homes, travel trailers, campers, boats, motors or trailers shall be kept on the Common Area, any lot or in the street adjacent to any lot except that such items may be stored or parked inside an enclosed garage or similar enclosure so screened with fencing or plant material as not to be visible from the street. However, subject to the approval of the ACC, boats or other motor vehicle may be stored on the rear of a lot provided such storage is not visible from any street or from any other lot within the above property.

h. Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals on each lot by the owner thereof so as to maintain the same in a neat and attractive manner. No debris shall be allowed to accumulate upon any lot. Dead trees, shrubs, vines and plants shall be promptly removed from each lot.

i. The placement of electronic antennas or satellite receiver dishes must be approved by the ACC. Under no circumstance shall any such device be placed in front of any residence in the property. Such devices may be placed beside a residence with proper screening approved by the ACC.

j. There shall be no hunting, trapping, unnatural harm to animals nor any target or trap shooting within the property.

k. Decorative wood, stone, brick, or wrought iron fencing shall be permitted subject to approval by the ACC.

#### **4. BUILDING LOCATION.**

All building setbacks shall be in compliance with the plat of the Sub-Division and must be approved by the ACC.

#### **5. SEWAGE DISPOSAL.**

Waste disposal system, shall be connected to municipal sewer. No private sewage disposal systems shall be permitted.

#### **6. SIGHT DISTANCE AT INTERSECTIONS.**

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

#### **7. SIGNS.**

All signs are prohibited upon the Properties, except:

1. Signs erected by the Developer for dedication of streets, traffic control and directional purposes;
2. Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 5 square feet in area.

#### **8. DEVELOPMENT FENCING**

Certain areas within the development have been fenced in order to protect and enhance the property. The lot owner shall, at his own expense, preserve and maintain all development fencing erected within his boundaries.

#### **9. REMEDIES FOR DEFAULT IN OBSERVANCE OF COVENANTS.**

If the owner or occupant of any lot fails to observe any covenant and if the default continues after ten (10) days written notice to the owner, then the Developer, their successors or assigns, may without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) the lot, remove or cause to be removed the garbage, trash, rubbish, or do any other things necessary for compliance with these restrictions, so as to place the lot in a neat, attractive and healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable costs of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay the statement immediately upon request. The Owner, or any other property owner within the Property, may bring any action provided by law, either at law or equity, for the enforcement of these Covenants.

#### **10. TERM OF THE COVENANT.**

These covenants shall run with the land. All persons or corporations who now own or shall hereafter acquire any of the lots in this property shall be deemed to have agreed and covenanted with the owners of all other lots in this property and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of 25 years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for

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successive periods of 10 years unless prior to the end of the original term or any successive term of the application hereof a majority of the then owners of lots in the property agree to the amendment or removal of these covenants in whole or in part. These covenants may be amended at any time by the owners of a majority of the tracts within the above described property. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of owners.

**11. RIGHT TO ENFORCE.**

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this property and bind the present owners, their heirs, successors and assigns, future owners and their heirs, successors and assigns; and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the property, their heirs, successors and assigns, and with Owners, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the property. Any owner or owners of lots in this Property, or Owners, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this 15<sup>th</sup> day of Nov. 2005.

GOWER PROPERTIES, LLC.

BY:   
Manager

**ACKNOWLEDGMENT**

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Benton County, AR

STATE OF ARKANSAS     )  
  )ss  
COUNTY OF BENTON     )

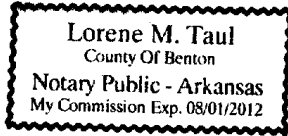
ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared Michael Gower, to me well known or satisfactorily proven to be the Manager of Gower Properties, LLC., the party in the foregoing instrument and stated that he/she had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 15<sup>th</sup> day of November, 2005.

My Commission Expires:

08/01/2012

Lorene M. Taul  
NOTARY PUBLIC



Benton County, AR  
I certify this instrument was filed on  
12-02-2005 01:54:04 PM  
and recorded in Deed Book  
2005 at pages 65630 - 65635  
Brenda DeShields-Circuit Clerk