

2005 46915

Recorded in the Above

Deed Book & Page

2005 02:16:53 PM

Kendra DeShields-Circuit Clerk

Benton County, AR

Book/Pgs: 2005/46915

Term/Cashier: CIRCLK04 / DPiper

Tran: 3343.101530.278419

Recorded: 09-06-2005 14:17:02

OFF Deed

REC Recording Fee

Total Fees: \$ 20.00

20.00

0.00

DECLARATION OF COVENANTS OF ASSURANCE
FOR THE TARAH KNOLLS SUBDIVISION
TO THE CITY OF CENTERTON, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants of Assurance is entered into by and between the parties hereto on this 22nd day of August, 2005.

WITNESSETH:

WHEREAS, we the undersigned constitute one hundred percent ownership of the following described real property in Benton County, to-wit:

Part of the NW 1/4 of the NE 1/4 of Section 33, Township 20 North, Range 31 West of the fifth principal meridian, described as follows:

Commencing at the NW corner of said NW 1/4 of the NE 1/4 of Section 33, being a found railroad spike in the intersection of Highway 102 Spur and Town Vu Road, thence along the West line of said NW 1/4 of the NE 1/4 of Section 33, S 2°17'35" W 208.00 feet, thence S 87°25'15" E 660 feet, to an iron pin for the point of beginning, thence N 2°17'35" E 208.00 feet, to a point of the North line of said NW 1/4 of the NE 1/4 of Section 33, being a 1/2 inch iron pin, thence along the North line of said NW 1/4 of the NE 1/4 of Section 33, S 87°25'15" E 662.60 feet, to a 1/2 inch iron pin at the NE corner of said NW 1/4 of the NE 1/4 of Section 33, thence along the east line of said NW 1/4 of the NE 1/4 of Section 33, S 2°20'23" W 1318.07 feet, to a 1/2 inch iron pin at the SE corner of said NW 1/4 of the NE 1/4 of Section 33, thence along the South line of said NW 1/4 of the NE 1/4 of Section 33, N 87°21'17" W 661.54 feet, to an iron pin, thence N 2°17'35"E 1109.32 feet, to the point of beginning containing 20.03 acres more or less and subject to the right of way of Town Vu Road on the North side thereof and to a power line easement as shown and to all easements of record or of fact.

This real property is also known as Tarah Knolls Subdivision to the City of Centerton, Benton County, Arkansas, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

ARTICLE I
Definitions

The following terms as used in this Declaration of Covenants of Assurance are defined as follows:

A. "Declaration" means this Declaration of Covenants of Assurance for Tarah Knolls Subdivision to the City of Centerton, Benton County, Arkansas.

B. "Property" means Tarah Knolls Subdivision to the City of Centerton, Benton County, Arkansas, as the same may be shown on the plat thereof recorded.

C. "Lot" means any numbered lot designated on the Plat or Plats of the property.

D. "Plat" means the map of the plats of Tarah Knolls Subdivision to the City of Centerton, Arkansas, as they are recorded.

E. "Owner" shall mean and refer to the record owner.

F. "Subdivision" means Tarah Knolls Subdivision to the City of Centerton, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

G. "Developer" means Neil Johnson Properties, Inc. and Steele Development, Inc.

ARTICLE II Restrictions on Residential Lots

1. **Fences:** Any privacy fence shall be constructed so that the framing shall be toward the inside of the owners' lot. No chain link fencing allowed. All fences shall be subject to review of and approved by the architectural review committee and any lot owner desiring to construct a fence shall first submit plans and design specifications for such fence and obtain written permission for such construction from said architectural review committee. The preceding requirements shall only apply to any fence constructed after the date of the approval of these covenants.

2. **Nuisances:** Noxious or offensive activities or nuisances shall not be permitted on any Lot or Parcel.

3. **Signs:** No person shall erect or maintain upon any Lot, or Improvement any sign or advertisement, except a real estate sign when the property is listed for sale.

4. **Animals:** No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance.

5. **Garbage and Refuse Disposal/ Construction requirements / Lot Maintenance:** No owner shall accumulate on his Lot litter, refuse, or garbage, except in approved receptacles. All homeowners in the subdivision shall be required to have mandatory trash pickup as provided by the City of Centerton, Arkansas. Builders must maintain their development, improvements and construction in a manner of general cleanliness and general quality such manner to be defined as a like-condition to the other lots in said subdivision. Construction and improvements shall be completed within twelve months of the start-date thereupon. All lots and yards, inclusive of building structures and landscaping and flowerbeds, shall be maintained in a well-kept manner including keeping the lawn mowed, weeds pulled from flowerbeds, paint and other external coverings maintained in a proper manner, such manner to be defined as a like-condition to the other lots in said subdivision. All lots must be sod with grass within one year of the start of construction or within two months of the completion of construction.

6. **Limited Access:** There shall be no access to any Lot on the perimeter of the Property except from designated streets or roads within the property.

7. **Drilling and Mining:** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

8. **Storage:** Owners shall store all their property or possessions within their Unit. In no event shall an Owner store such property or possessions in the area between the surface of his Lot and the first floor of his Unit.

9. **Satellite Dishes:** Any and all satellite dishes in excess of twenty-four inches (24") in

radius shall be prohibited in the subdivision. The installation location of all satellite dishes shall be subject to review of the approval by the architectural review committee, and any lot owner desiring to install a satellite dish shall first submit location and size plans and obtain written permission for such installation from said architectural review committee.

10. **Parking in the Streets:** No vehicles may be parked overnight in the streets of the subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guest. No unlicensed or inoperative vehicles shall be parked in public view. Also, no semi-trailer trucks or commercial vehicles shall be allowed to park in said subdivision, either on the streets or on privately owned lots. No parking of vehicles in front yard of dwelling.

11. **Structures Other Than Dwellings:** No trailer, mobile home, tend, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the back of the residence, provided that the building is not unsightly and it is acceptable to the City of Centerton. All plans for storage buildings or other additions/improvements to be erected or constructed on the property or any additions to existing structures must be approved by the architectural review committee or any other committee designated by the President of the POA.

12. **Recreational Vehicles and Boats:** 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, guesthouse or fence, or in or behind the garage, or otherwise screened so that they are not readily visible from the street or adjoining lots. Screening walls and fences must be constructed of brick, stone or decorative wood

13. **Minimum Square Footage:** There shall be a minimum square footage requirement on all dwellings constructed in the Subdivision. There is a minimum of 1800 square feet of heated area on all one-story dwellings. On all multi-story dwellings, there shall be a minimum square footage of 1500 square feet on the first floor. This minimum square footage requirement is exclusive of garages, porches, patios and decks. If developer desires to amend these covenants, conditions and restrictions to reduce the minimum building size square footage, Developer shall first obtain approval of the City of Centerton, Arkansas. No such waiver, termination and/or modification shall be effective until the proper instrument, in writing, shall be executed and recorded in the office of the Recorder for Benton County, Arkansas.

14. **Restriction on Type of Dwelling:** There shall be no dwelling erected on any lots in this subdivision, other than an attached single family dwelling, having at least a two-car enclosed garage with a minimum 18' wide driveway.

15. **Approval of Plans:** All plans for initial improvements to be constructed on vacant lots in the subdivision shall meet all requirements herein and any requirements of the City of Centerton. The initial plans for lots not owned by the developer must be first submitted for review and approval by the Developers and the Architectural Review Committee. Approval by the Developers and the Architectural Review Committee is solely to ensure that all requirements enumerated in there covenants are met and must be obtained in writing before construction of any improvements initially approved must be authorized in writing by the Developers and the Committee.

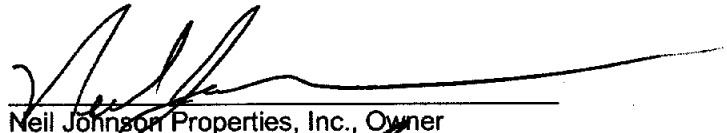
16. **Exterior of Dwellings:** The exterior of all dwellings erected on said lot or lots in said subdivision shall be of masonry veneer construction to the extent that the exterior of said dwelling is at least eighty percent (80%) masonry veneer, excluding windows and doors. There shall be no vinyl on exterior walls, gables, soffit or fascia. All roof pitches shall be a minimum of 8/12 pitch. Any composition roof on any dwelling in the subdivision shall be a 25 year architectural shingle roof and must have a minimum 300 pound architect design.


17. **Covenants to Run With the Land:** These covenants and restrictions are to run with the land and shall be binding on all the parties, their heirs and assigns, for a period of 30 years from the date these covenants are recorded; provided, however, that the covenants and restrictions, with the exception of Paragraph 13 above, may be amended at any time by at least sixty-five percent (65%) of the total property owners in such addition. Such amendments shall be made in writing, drafted so as to be recorded with the registrar of deeds. Provided, further, that after the expiration of the 30 year period set forth above, and any time within 6 months from said expiration, the majority of the lot owners may express their intention, in writing, so drafted as to be recorded with the registrar of deeds, that they no longer care for these covenants, and the same shall then be terminated. In the event that no action is taken within the prescribed time, these covenants shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that the protective covenants may be amended after the expiration of the time periods as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the lot owners of said subdivision and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

18. **Violations:** If the parties herein or any of them or their heirs 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 any interest in any lot or lots in said subdivision to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to cover damages or other penalties for such violation. Further, the POA Board has the authority to act in the following manner. Upon any violation, the Board shall serve upon the violating party a notice to cure, either served in person or by certified mail, setting forth a reasonable time in which to cure such violation. If the violation shall continue past the cure-time as set forth, then the POA Board has the right to set certain penalties and/or fines for continuing violations, such penalties and fines limited only to paragraphs 5 and 16 above and only as inducement to obtain proper approvals for construction and to complete actual construction in the required manner, with said penalties/fines to be particularly set forth in the notice to cure letter. Any appropriately assessed fines that remain unpaid upon demand may be filed as a continuing lien upon the violating Lot. Any expenditures by the POA to bring any Lot, including any improvements thereon, into compliance under the terms of Paragraph 5 hereinabove, and/or any fines assessed for any violation hereunder that remain unpaid after demand shall accrue interest at the highest rate allowed by Arkansas law, for which a lien against such subject-property may be filed.

19. **Severance of Covenants:** Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

IN WITNESS WHEREOF, we, the current owners of all property in the subdivision, have hereunder set our hands and seals, this 22 day of Aug, 2005.

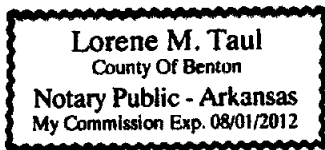

Neil Johnson Properties, Inc., Owner


Steele Development, Inc., Owner

**ACKNOWLEDGMENT
STATE OF ARKANSAS
COUNTY OF BENTON**

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, appeared in person Neil Johnson, owner of Neil Johnson Properties, Inc., and Tyler Steele, Vice-President of Steele Development, Inc., personally known to me to be the persons subscribing to the foregoing documents, and who stated to me that they had executed the same for the purposes and consideration therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of August, 2005.



Lorene M. Taul
Notary Public

My commission expires: 08/01/2012

2005 46919
Recorded in the Above
Deed Book & Page
09-06-2005 02:16:53 PM
Brenda DeShields-Circuit Clerk
Benton County, AR
Benton County, AR
I certify this instrument was filed on
09-06-2005 02:16:53 PM
and recorded in Deed Book
2005 at pages 46915 - 46919
Brenda DeShields-Circuit Clerk

REVISED DECLARATION OF COVENANTS OF ASSURANCE
FOR THE TARAH KNOLLS SUBDIVISION
TO THE CITY OF CENTERTON, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants of Assurance is entered into by and between the parties hereto on this 6th day of October, 2005.

Book/Pg: 2005/54148
Term/Cashier: CIRCLK02 / mcarney
Tran: 3452 104380 287560
Recorded: 10-06-2005 14:41:59
DFE Deed
REC Recording Fee
Total Fees: \$ 20.00

20.00
0.00

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18. **Violations:** If the parties herein or any of them or their heirs 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 any interest in any lot or lots in said subdivision to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to cover damages or other penalties for such violation. Further, the POA Board has the authority to act in the following manner. Upon any violation, the Board shall serve upon the violating party a notice to cure, either served in person or by certified mail, setting forth a reasonable time in which to cure such violation. If the violation shall continue past the cure-time as set forth, then the POA Board has the right to set certain penalties and/or fines for continuing violations, such penalties and fines limited only to paragraphs 5 and 16 above and only as inducement to obtain proper approvals for construction and to complete actual construction in the required manner, with said penalties/fines to be particularly set forth in the notice to cure letter. Any appropriately assessed fines that remain unpaid upon demand may be filed as a continuing lien upon the violating Lot. Any expenditures by the POA to bring any Lot, including any improvements thereon, into compliance under the terms of Paragraph 5 hereinabove, and/or any fines assessed for any violation hereunder that remain unpaid after demand shall accrue interest at the highest rate allowed by Arkansas law, for which a lien against such subject-property may be filed.

19. **Severance of Covenants:** Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

IN WITNESS WHEREOF, we, the current owners of all property in the subdivision, have hereunder set our hands and seals, this 6th day of October, 2005.


Neil Johnson Properties, Inc., Owner

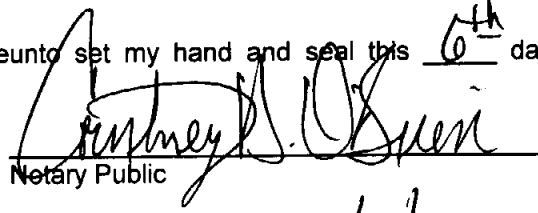

Steele Development, Inc., Owner

2005 54152
Recorded in the Above
Deed Book & Page
10-06-2005 02:41:26 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

ACKNOWLEDGMENT
STATE OF ARKANSAS
COUNTY OF BENTON

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, appeared in person Neil Johnson, owner of Neil Johnson Properties, Inc., and Tyler Steele, Vice-President of Steele Development, Inc., personally known to me to be the persons subscribing to the foregoing documents, and who stated to me that they had executed the same for the purposes and consideration therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of October, 2005.



Notary Public

My commission expires: 12/8/13

OFFICIAL SEAL
COURTNEY D O'BRIEN
NOTARY PUBLIC . ARKANSAS
BENTON COUNTY
COMMISSION EXP 12/08/2013

Benton County, AR
I certify this instrument was filed on
10-06-2005 02:41:26 PM
and recorded in Deed Book
2005 at pages 54148 - 54152
Brenda DeShields-Circuit Clerk