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FILED FOR RECORD

At 2:10 O'clock P.M.

Protective Covenants and Restrictions

DEC 01 1992

ParkView Village Addition

Bentonville, Benton Co., Arkansas

SUE HODGES

Clerk and Recorder
BENTON COUNTY, ARK.

1. Purpose: All lots in ParkView Village Addition shall be used for single-family residential purposes only.

2. Building Type: No residence shall be constructed that is less than 800 square feet of heated area, exclusive of carports, garages, and storage rooms. Of which, at least 700 square feet must be on main level. A one or two car garage and, or, storage building will be allowed for each dwelling and must be kept maintained as part of the house. All plans for any such building must be approved by the Architectural Control Committee prior to commencing construction. Notwithstanding these limitations, until houses have been constructed on all lots in the subdivision, the Developer shall be entitled to use any lot owned by Developer for construction of model homes, sales offices, construction sheds or for storage of materials.

3. Lot Area and Width: Lot areas and widths shall be as shown on the recorded plat, and no residential lot shall be re-subdivided into two or more lots.

4. Parking: All residences must have off-street parking only, and shall not be permitted to park off of designated driveways or parking pads, unless it is that of a temporary visitor. Any vehicle parked for more than (12) twelve hours is to be on designated parking pads only. No parking at any time will be permitted on grass, landscape or sidewalks.

5. Vehicles: Any boat, R. V., camper, untagged or off-road vehicle must have a separate concrete parking pad and may not be parked at any time in front of front building line. Likewise, no vehicle repairs are to be performed in other than area to rear of fences at building lines. No vehicle maintenance shall be performed on the streets, or in the front yards, or parking pads of any lot.

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6. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved on each lot as reflected on the recorded plat. Within these easements, no structure, planting, or other material (except for driveways across any lot) shall be placed or permitted to remain which may interfere with the operation, installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water toward or through drainage channels in the easement. Driveways permitted within the easement shall be constructed so as not to prevent any flow of water or change the flow in the area of each lot and all improvements in the easement shall be maintained continuously by the owners of the lot, except for those improvements for which a public authority or utility is responsible.

7. Grounds Maintenance: No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall be kept in non-corrosive/ non-breakable trash container. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be kept in a clean and sanitary condition. No garbage or trash containers are to be kept in view of the street unless it is to be picked up within 24 hours.

8. Animals: 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 and maintained, provided that they are not kept, bred or maintained for any commercial purposes. There shall be no more than two pets per household. Household pets shall be maintained in a clean and sanitary situation and shall not be obnoxious or a nuisance to the surrounding owners. Any owners with pets are required to provide backyard fencing in accordance with acceptable fence requirements. All owners of pets will be held responsible for any damages resulting from the pet.

9. **Temporary Inhabitants:** No structure or vehicle such as a boat, trailer, basement, tent, shack, garage, barn, camper, mobile home or other outbuilding shall be used on any lot or in any driveway, or street, at any time as a residence, temporarily or permanently.

10. **Satellite Dishes:** No satellite dishes will be permitted in front of fences located at the building lines.

11. **Basketball Goals:** Any basketball goal or like structure may only be constructed in a fashion deemed not to be unsightly by the Architectural Control Committee. No basketball goals or courts may be constructed on the front of any house or in the front of any house.

12. **Front Yards:** Fencing of front yards is prohibited, except that decorative wood or masonry fencing of a maximum height of (3) three feet may be constructed upon approval by the Architectural Control Committee. Any fence located on any lot must be approved as to material, location, height, and width by the Architectural Control Committee prior to commencement of construction. Any fence erected around rear perimeter of property must contain a gate or gates of adequate size, according to city requirements, for city utility vehicles to have access to the utility easements for ingress and egress for maintenance purposes. Any necessary alteration to fences necessary to maintain utilities will be done at the owners expense. Front yards in front of the building line, including front porches, shall not be utilized for storage of any item. All toys, newspapers, etc., must be kept picked up so as not to accumulate in any unsightly manner. The only acceptable items in front of front fence lines shall be flower pots to compliment landscaping and/or porch type furniture. All landscape additions to existing landscape must meet the approval of the Architectural Control Committee.

13. **Garages:** All garages must be kept closed when not in use for the purpose of ingress or egress of automobiles. Any replacement of garage doors must be approved

by Architectural Control Committee, and be painted the approved color by the Architectural Control Committee.

14. Exterior Lighting: All exterior lighting must be approved by the Architectural Committee.

15. Clothes Lines: No permanent outdoor clothes lines are permitted.

16. Lot Maintenance: Owners of lots shall keep the lot from unsightly accumulations of trash, and shall keep weeds, grass and underbrush cut to avoid fire hazards and unsightly appearance. The front yard grass is to be kept mowed to no higher than six inches. If deemed unsightly by Architectural Control Committee, any necessary maintenance may be contracted and charged to owner and, if unpaid within 30 days, will become a lien against premises until paid.

17. Offensive Activities: No noxious or offensive activity shall be carried on upon any lot, or on streets and sidewalks adjoining lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

18. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

19. Signs: No signs shall be allowed on any lot or house by an owner, business, or trade, once the property has been sold to an individual except for (1) one "For Sale" sign may be placed in the front of the property within (10) ten feet of the curb. Such a sign will be of no larger than (3) three feet by (3) three feet square. Any "For Sale" sign must be removed within (10) ten business days from date the property has sold. The developer reserves the right to remove any sign found to be obnoxious or unsightly due to shape, color, size, etc.

20. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which

obstructs sight lines at elevations between two and six 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 and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within (10) ten feet from the intersection of a street property line with the edge of a driveway or alley pavement.

21. Storage Areas: All residences shall have a garage or attached storage building, or house must be constructed upon specified lot chosen by the Architectural Control Committee.

22. Structural Additions: All room additions, alterations, garages, carports, fences and other structures must first be approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and to location with respect to topography and finish grade elevation. Alterations are limited, and may not include changing the color of the doors, trim, roof, garage door, porch railing, and gutters. Siding may not be changed to a color that of the adjoining lot/home. All colors of material changes must be approved by the Architectural Control Committee prior to making any alterations. Such approval authority shall remain with the Developer until such time as all of the lots have been sold and built on and the Committee has been duly elected as provided in the paragraph hereof.

23. Alleys and Easements For Alleyways: No parking will be permitted at anytime in alleyways or easements for alleyways. Owners of the property will be held responsible for any guests or unauthorized vehicles which may obstruct traffic through alleys and any towing expense incurred to clear alleyways will be at the expense of the owner of the property. Likewise, no trash or containers may be left in alleyways which may inhibit traffic flow. Easements for alleyways must remain clear of

obstructions, fences, vehicles, etc.. Maintenance of alleys upon owners property shall be treated same as driveways, in that each owner is responsible to maintain the portion of alley on their property, unless some future arrangement with the city alleviates this responsibility. Each owner agrees to allow any subdivision resident to utilize all or any driveways for the purpose of backing up, turning around, avoiding an impass from on coming traffic, etc., in order to allow oncoming traffic to pass. No defacing or destruction of alleyways will be tolerated and any repair expenses incurred will be billed to the owner and, if left unpaid for 30 days, will become a lien on the property.

24. Architectural Control Committee: The Architectural Control Committee shall first be composed of three appointed members, by the Developer, until such time the Developer feels enough owners of record in the subdivision are available to hold an election and may join or replace existing members. The elected committee will be composed of (5) five members of which a majority may rule on any issue. Each member will serve a term of (3) three years and may serve successive terms. Each resident will have (1) one vote per property owned in the election of committee members. Nominations may be taken up until (30) thirty days of any election and nominees are restricted to the residents of ParkView Village. No absentee owner may serve on the Architectural Control Committee. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded majority owners of the lots of the entire subdivision shall have the power, through a dully recorded written instrument, to change the membership of the Committee or to restore any of its powers and duties.

25. Covenants, Renewal or Changes: These covenants shall run with the land and shall be binding on the present owners and all persons hereafter acquiring title, in any manner to any part of the subdivision for a period of (10) ten years from date, after which time said covenants shall be automatically renewed for successive periods of (5) five years, unless at any time an instrument signed by the then owners of a majority of the lots shall be recorded, agreeing to change said covenants, in whole or in part.

26. Violations: If any owner or occupant shall at anytime, while these covenants are in effect, violate, or attempt to violate any of these covenants, any other owner of any part of the addition may institute and prosecute an action of law, or in equity, against the persons violating or attempting to violate any covenant for the purpose of preventing or terminating the violation, or to recover damages resulting from the violation. Judicial or legislative action invalidating any one or more of these covenants shall not affect the remaining provisions which shall continue in full force and effect.

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AND RECOMMENDED FOR ACCEPTANCE BY
PLANNING COMMISSION OF BENTONVILLE
ARIZONA

DAY OF November 1992.

Anderson

CHAIRMAN

W. K. ...

OWNER, DEVELOPER