

2005 65175  
Recorded in the Above  
Deed Book & Page  
12-01-2005 10:37:56 AM  
Brenda DeShields-Circuit Clerk  
Benton County, AR

**PROTECTIVE COVENANTS  
OF  
THE OAKS**

Book/Pg: 2005/65175  
Term/Cashier: CIRCLK04 / swhite  
Tran: 3635.109274.302475  
Recorded: 12-01-2005 10:38:04  
DFE Deed  
REC Recording Fee  
Total Fees: \$ 20.00

20.00  
0.00

STATE OF ARKANSAS )  
County of Benton )  
City of Gentry )

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Bishop Properties, Inc. of NWA, is the owner of all the lots in The Oaks Subdivision, Benton County, Arkansas, according to the plat thereof on file in the office of the Circuit Clerk and Recorder of Benton County, Arkansas, and is desiring to establish and maintain a character of the lots in said subdivision as a single family residential neighborhood 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 of a residential area do hereby adopt the following protective covenants which shall apply to all lots in said subdivision:

1. No lot shall be used except exclusively for single family residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed two stories in height and attached private garage for two cars. No multi-family dwellings, trailers, mobile homes, 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. No home moved from another location shall be erected, placed or permitted on any lot as a residence. No residence shall be occupied until all construction is at least 95% complete.

2. The ground floor heated living area of all dwellings, exclusive of porches and garages, shall not be less than 1,400 square feet for a one story dwelling, nor less than 1,200 square feet for the first story of a dwelling of more than one story. All dwelling exteriors shall not be less than 50% brick or stone and the use of concrete blocks is

specifically prohibited. The balance of the exterior shall be wood, vinyl or other approved siding. Roof pitch shall be 6/12 minimum. All roofs must be architectural shingles. Any detached outbuilding constructed on any lots, except a shelter for domestic pets, shall be of workmanlike construction and of good quality and should not be unsightly or a distraction to the neighborhood. Each lot shall be limited to one outside storage building no larger than 150 square feet that matches the residence in color and shingles, and shall only be located in the back yard.

3. The owners of each dwelling shall provide adequate off-street parking for each motor vehicle owned or controlled by the occupants of such dwelling with the minimum space capable of parking two motor vehicles. Each dwelling shall have constructed in connection therewith a concrete slab driveway, a minimum width of 18 feet running from the entrance of the garage to the street. Each dwelling shall have constructed a connecting walk between the driveway and the front entrance. Sidewalks shall be constructed adjacent to all streets and shall be constructed as required under the applicable code provisions of the City of Gentry.

4. The front of each dwelling shall face a subdivision street.

5. Re-subdivision of individual lots is specifically prohibited.

6. All utility service lines to each dwelling, including but not limited to electrical, television, and telephone service, shall be located and constructed underground and above ground television or radio antennas are prohibited.

7. No buildings shall be located on any lot nearer 25 feet from the front lot line. No building shall be located on any lot nearer than 7 feet to either side lot line. For the purposes of this covenant, covered steps and covered porches shall be considered as a part of a building. All building setbacks shall conform to city ordinances.

8. No fences, except privacy fences, ornamental or wooden fences shall, at any time, be erected or permitted to remain on any lot or along any lot line. No fence shall be constructed or erected which would extend from the front of any house to the front of the property line. Fences of chain link, barbed wire, chicken wire or hot wire are specifically prohibited. All fences shall be kept in good repair so as not to detract from the quality of the neighborhood.

9. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat of said subdivision. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or retard the flow of water through drainage channels in the easements. When yards are fenced, the fence adjacent to easements shall not be closer than ten feet (10') to the rear property line. When fences are installed that prevents access to a company utility line, the utility company shall have the right to remove such fence for access to their utility line for maintenance or replacement. When removed by the utility company, the fence will be replaced by property owner at property owners expense. Gates sufficient for access to easement for lawnmowers shall be provided in fence at back easement. The easement area of each lot shall be maintained continuously by the owner of the lot except that maintenance for which a public authority or utility company is responsible.

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

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon, under or in any lot. No derrick or other structure designed or used in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats, or other household pets, provided that they are not kept, bred or maintained for commercial purposes and are not a nuisance to the neighborhood. Any pets kept by 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.

14. No lot shall be used or maintained as a dumping ground for rubble. Trash, garbage or other waste shall not be kept except in a sanitary container. No incinerators shall be allowed.

15. No individual water supply or sewage disposal system shall be permitted on any lot, and water and sewage disposal for each dwelling shall be provided by the City of Gentry.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway 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 line. The same sight line limitation shall apply on any lot within ten feet from the intersection of a street property line with the edge of a 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.

17. All dwellings and outbuildings in this subdivision shall be kept in good repair and shall, at all times be properly painted and maintained. All lawns shall be kept mowed and free of junk or litter.

18. All mailboxes placed on any lot shall be cast aluminum and black in color. Mailboxes must be specifically approved by the developer.

19. Motor homes, campers, and recreational vehicles are prohibited on any lot unless same are concealed in the garage or are located in a fenced back yard. No overnight on-street parking shall be permitted. No automobile mechanic work shall be permitted except for minor routine maintenance and no non-operable vehicles shall be allowed to remain on any lot more than five days.

20. Prior to initiation of construction, all building plans and specifications for any dwelling in the subdivision must be first reviewed and approved by the developers of the subdivision, Bishop Properties, Inc. of NWA.

21. These covenants are to run with land and shall be binding upon 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 years unless an instrument signed by a majority

2005 65179  
Recorded in the Above  
Deed Book & Page  
12-01-2005 10:37:56 AM  
Brenda DeShields-Circuit Clerk  
Benton County, AR

of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

22. Enforcement of the covenants shall be proceedings at law or in equity against any person(s) violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

IN WITNESS WHEREOF, the undersigned have executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Bishop Properties, Inc. of NWA

By: Eugene Bishop  
Eugene Bishop, Vice President

STATE OF ARKANSAS )  
                                  ) SS  
COUNTY OF BENTON )

ACKNOWLEDGMENT

On this 30 day of Nov., 2005 came before the undersigned, a Notary Public within and for the county aforesaid, duly commissioned and acting, Eugene Bishop, Vice President of Bishop Properties, Inc. of NWA, to me well known and stated that he had executed the foregoing Protective Covenants of The Oaks Subdivision for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 30 day of Nov., 2005.

Glenna Pace

My Commission Expires:  
10-08-13

GLENN A PACE  
NOTARY PUBLIC-STATE OF ARKANSAS  
BENTON COUNTY  
My Commission Expires Oct. 8, 2013

Benton County, AR  
I certify this instrument was filed on  
12-01-2005 10:37:56 AM  
and recorded in Deed Book  
2005 at pages 65175 - 65179