

PROTECTIVE COVENANTS

2006 16133

FOR:

PARK CENTRAL PUD PHASE 1

Recorded in the Above
Deed Book & Page
03-28-2006 12:37:41 PM
Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2006/16133
Term/Cashier: CIRCUIT-L9HVHGG / dbrandon

A. THE VILLAS AT PARK CENTRAL, RESIDENTIAL LOTS 1-28, 85-114 AND

145-172

LOWELL, ARKANSAS

Plan: 6008-158126-333469
Recorded: 03-28-2006 12:37:54
DFE Deed
REC Recording Fee
Total Fees: \$ 17.00

17.00
0.00

As managers of Park Central, L.L.C., we, John W. Charlton, Mike W. Charlton, have caused certain lands to be platted into an addition known as Park Central PUD Phase 1, to the City of Lowell, Benton County, Arkansas. The plat appears of record in plat book 2006, at page 322, in the office of the Recorder of Benton County, further be it known on 3-27-06 Park Central, LLC owns 100% of said land, and desires to place the following protective covenants for The Villas at Park Central, to wit;

1. PREMISES. We wish to provide for the highest use of the lands and to restrict the use of the lands as such. We therefore adopt the following covenants and agree that these covenants shall apply to the residential land known as The Villas at Park Central, to the City of Lowell, Arkansas, as covenants running with the land.
2. LAND USE AND ZONING. Each lot shall:
 - A. Contain a minimum of 4,700 square feet.
 - B. Initially be sold with an adjoining lot to a single purchaser for purposes of constructing improvements. Each lot may be sold separately from its adjoining lot after the improvements have been constructed.
 - C. Have the firewall of the improvements centered along the common boundary line between the dual lots. The square footage of improvements on each of the dual lots shall be substantially similar.
 - D. Have a minimum building set back line of 25 feet from each street or from any part of a street the lot faces.
 - E. Have a minimum exterior side set back of 10 feet.
 - F. Have a minimum rear set back line of 25 feet.
 - G. Be used exclusively for a single family attached home consistent with zoning requirements for R-2 developments as defined by the City of Lowell, Arkansas, as it now exists. Lots designated as "common areas" are exempt from this requirement.
3. DWELLING SIZE AND QUALITY.
 - A. Each one-story building on a dual lot shall have a minimum of 2,600 square feet, excluding the garage area, of heated living area. Each two story building on a dual lot to have a minimum of 1,600 square feet on the ground floor, and have a total minimum of 2,600 square feet, excluding the garage area, of heated area.
 - B. Each dwelling shall have a garage with one- 16-foot garage door, or two- 8-foot garage doors minimum.
 - C. No garage shall ever be converted into living area.
 - D. Each dwelling shall be of new construction.
 - E. Roof to be minimum of 10/12 pitch on any side facing a street. Shingles to be architectural grade.
 - F. Exterior to be minimum of 75% masonry or stucco, excluding gables. For the purpose of these Covenants, "exterior" does not include windows, doors, soffits, fascia, or roof.
 - G. Construction style in future residential phases will reflect the Country French style architecture of that in Phase 1.

4. FENCES AND YARDS.
- A. All fences facing the street to be constructed of wood, masonry, concrete, ornamental iron or vinyl. No chain link, welded wire, barbed wire, web wire, poultry netting, or any other type of farm fencing shall be allowed. All other fencing will be 6' wood privacy fence.
 - B. No fence shall extend beyond the front part of the dwelling (the part of the dwelling, which faces a street). For the purposes of dwellings situated on corner lots, no fence shall extend beyond the front part of any side of the dwelling, which faces the street.
 - C. All front and side yards shall be sodded, from the street, at least to the rear corners of the dwelling.
 - D. All fences shall be approved by A.C.C. before installation.
5. ARCHITECTURAL CONTROL COMMITTEE.
- A. The developers, Master Craft Homes and Betty's Homes, shall constitute the Architectural Control Committee. The committee shall determine its own procedures and rules.
 - B. The size, design, location, and site development of dwellings, permitted accessory buildings, and fences in this addition shall be subject to the prior approval of the committee.
 - C. Approval of plans for dwellings, permitted accessory buildings and fences shall not be withheld because of the exterior design of the improvements, provided the improvements are in accordance with the highest standards of architectural design.
 - D. These protective covenants and any applicable zoning laws of the City of Lowell, Arkansas, shall govern the actions of the committee.
6. GENERAL RESTRICTIONS.
- A. No commercial activity shall be carried on upon any lot.
 - B. No trailer, mobile home, shack, or barn shall be erected on any lot.
 - C. No inoperable motor vehicle shall be allowed on any street, lot, or driveway.
 - D. No motor vehicle shall be allowed to stand on any street in excess of 24 hours at any one time.
 - E. No vehicle shall be parked except on a paved street or drive.
 - F. No boats, trailers, or recreational vehicles may be allowed to stand on any lot.
 - G. Recreational vehicles may be parked on lot for a maximum of 3 days.
 - H. No trash or other refuse shall be thrown or dumped on any lot. All trash or other refuse shall be disposed of properly in a manner consistent with the City of Lowell, Arkansas.
 - I. No animals of any kind shall be raised, bred, or kept on any lot except cats, dogs, and other household pets, provided they are not kept for commercial purposes.
 - J. Grass, weeds, and other vegetation shall be kept mowed and cleared at regular intervals so as to keep each lot neat and attractive. Grass and weeds must be kept to a height of no more than 6".
7. OUTBUILDINGS.
- A. No structure of a temporary character, tent, shack, garage, barn, etc. shall be permitted on any lot.
 - B. No storage buildings allowed.
8. DRIVEWAYS AND SIDEWALKS.
- A. All driveways shall extend from the garage to the street and shall be a minimum of 16 feet wide, and shall be paved with concrete.
 - B. Sidewalks must be installed on both sides of each street. The sidewalks shall be 4 feet wide, run continuously from one property line to the other. The builder shall install all sidewalks to City of Lowell specs.

9. REMEDIES FOR DEFAULT IN OBSERVANCE OF COVENANTS.

- A. If owner or occupant of any lot fails to observe any covenant and if the default continues after ten days written notice to the owner, then the Developer, its successors or assigns, including the property owners association (POA), 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 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 purchasing or occupancy of the property to pay the statement immediately upon request.
- B. Enforcement of these covenants shall be by proceedings of law or in equity against any and all persons violating or attempting to violate any covenant herein, either to restrain violation or to recover damages for violations. The developer, its successors and assigns, shall be the enforcement agency of these protective covenants, until the POA is in effect. Any owner shall, also, be entitled to enforce these covenants.

10. PROPERTY OWNERS ASSOCIATION.

- A. The Developers, their successors or assigns shall cause to be created a property owners' association (POA). The POA shall operate as a non-profit corporation and have bylaws and shall have as its members, owners of lots in the above described property. The owners of each lot shall be members of the POA, yet each lot shall have only one vote regarding business of the POA regardless of the number of owners of such lot. The first named owner of each lot shall be deemed the person entitled to vote on POA matters.
- B. The Developer, its successors and assigns, shall pass all responsibilities and obligations under these Covenants to the POA, with the exception of the Architectural Control Committee which shall remain the responsibility of the Developer until such time as all lots within Phase I have been improved to Developer's satisfaction.
- C. These Covenants shall run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date these Covenants become effective. After a period of twenty-five (25) years these Covenants shall automatically extend for periods of ten (10) years each, unless an instrument signed by the owners of a majority number of the lots or values within the subdivision has been recorded agreeing to change these Covenants in part or in whole. These Covenants may be amended at any time by the owners of a majority of the combined number of lots.

11. MAINTENANCE FEE.

The POA shall collect an annual maintenance fee for the common grounds, signs, and any other improvements not maintained by the City. This monthly maintenance fee will be due on or before the first day of the month, starting on date of purchase by homeowner.

The monthly maintenance fee shall be \$ 10.00 (ten dollars) per lot for the first year of collection. This fee may be adjusted, at the option of the POA, its successors and assigns, but not more than 50% (fifty percent) over any one year period.

The maintenance fee levied by the POA shall be used exclusively for the purpose of promoting health, recreation, safety and welfare of the residents of the properties and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties and the improvements situated on the properties, including, but not limited to the payment of taxes and insurance, repair, replacement and additions, and for the costs of labor, equipment, materials, management, and supervision.

Any maintenance fee or special assessment not paid within thirty (30) days after it becomes due shall become a lien on the lots which may be foreclosed by legal or equitable proceedings. In such event, the assessment shall bear interest from the date of the delinquency at the rate of six (6) percent per annum, and there shall be added to the amount of the assessment the costs of preparing and filing the complaint in such proceeding. If a judgment is obtained, the judgment shall include interest as described above and a reasonable attorney's fee and the cost of the proceeding.

12. SEVERABILITY

Invalidation of any one of these Covenants by any judgment or by court order shall in no way affect any of the other Covenants or provisions herein, which shall remain in full force and effect. These Covenants shall supersede all prior Covenants and amendments.

B PARK CENTRAL COMMERCIAL LOTS C-1, C-2, C-3, AND C-4.

1. ZONING.

A. Commercial lots are zoned C-2.

2. COMMERCIAL BUILDINGS SIZE AND QUALITY.

- A. Buildings must comply to the City of Lowell, Arkansas Design Overlay District specifications.
- B. Buildings must conform to PUD requirements, setbacks, and etc... set forth on final plat.

3. ARCHITECTURAL CONTROL COMMITTEE.

- A. Architectural control committee shall consist of John W. Charlton and Mike Charlton, their successors and assigns.
- B. Building plans, including out buildings, fences, and any other structures, must be approved by the architectural control committee in writing before construction begins.

In witness whereof, we set our hands this 27th day of MARCH, 2006

John W. Charlton, MGR.
John W. Charlton
Manager

Mike W. Charlton
Mike W. Charlton
Manager

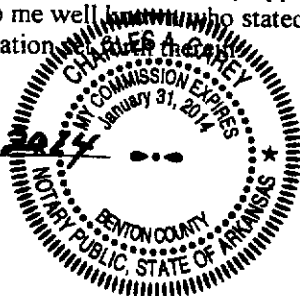
Benton County, AR
I certify this instrument was filed on
03-28-2006 12:37:41 PM
and recorded in Deed Book
2006 at Pages 16133 - 16136
Branda DeShields-Circuit Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

On this 27th day of MARCH, 2006, before me, a Notary Public within and for the State of Arkansas, Benton County, duly commissioned and acting, personally appeared John W. Charlton, Mike W. Charlton, managers of Park Central L.L.C., to me well known who stated upon oath, that they had executed the above and forgoing instrument for the consideration

My commission expires 1-31-2014



Charles A. Carey
Charles A. Carey

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2016/40946
Term/Cashier: CASH2/Laura L. Tway
07/13/2016 8:55:36AM
Tran: 386468
Total Fees: \$50.00

Book 2016 Page 40946
Recorded in the Above
DEED Book & Page
07/13/2016

AMENDMENTS TO
PROTECTIVE COVENANTS
OF
PARK CENTRAL PUD PHASE I
THE VILLAS AT PARK CENTRAL
RESIDENTIAL LOTS

This is an Amendment to the Protective Covenants of Park Central PUD Phase I The Villas at Park Central Residential Lots to the City of Lowell, Benton County, Arkansas, executed by a majority of the owners of improved lots. (For the purpose of these protective covenants, an "improved" lot is a lot on which a residential structure is wholly located)

WHEREAS, the Protective Covenants of Park Central PUD Phase I The Villas at Park Central Residential Lots, were filed for record on March 3, 2006, with the Clerk and Recorder of Benton County, Arkansas, at Book 2006, Page 16133 (herein the "Protective Covenants" and

WHEREAS, a majority of owners of improved lots have voted to amend the Protective Covenants;

IT IS THEREFORE, AGREED that the Protective Covenants be amended as follows:

1. PREMISES. We wish to provide for the highest use of the lands and to restrict the use of the lands as such. We therefore adopt the following amendments to the protective covenants and agree that those covenants shall apply to the residential land known as the The Villas at Park Central, to the City of Lowell, Arkansas, as covenants running with the land.
2. LAND USE AND ZONING. Each lot shall.
 - A. Contain a minimum of 4,700 square feet.
 - B. Have a minimum building set back line of 25 feet from each street or from any part of a street the lot faces.
 - C. Have a minimum exterior side set back of 10 feet.
 - D. Have a minimum rear set back of 25 feet.
 - E. Be used exclusively for a single family attached home consistent with zoning requirements for R-2 developments as defined by the City of Lowell, Arkansas, as it now exist. Lots designated as "common areas" are exempt from this requirement.
 - F. A single family detached home consistent with zoning requirements for R-1 developments must be approved by the City of Lowell, approved by a majority of the owners of improved lots and meet all the requirements and specifications of the architectural control committee.
3. DWELLING SIZE AND QUALITY.
 - A. Each one-story building on a dual lot shall have a minimum of 2,600 square feet, excluding the garage area, of heated living area. Each two story building on a dual lot to

have a minimum of 1,600 square feet on the ground floor, and have a total minimum of 2,600 square feet, excluding the garage area, of heated area.

- B. Each unit shall have a garage with one-16-foot garage door, or two-8-foot garage doors minimum.
- C. No garage shall ever be converted into a living area.
- D. Each building shall be of new construction.
- E. Roof to be minimum of 10/12 pitch on any side facing a street. Shingles to be architectural grade.
- F. Exterior to be minimum of 100% masonry or stucco. For the purpose of these Covenants, "exterior" does not include windows, doors, soffits, fascia or roof.
- G. Construction style in future residential phases will reflect the Country French style architecture of that in phase I. Future phases of architecture style may reflect something other than Country French if approved by the architectural control committee.

4. FENCES AND YARDS.

- A. All fences facing the street to be constructed of wood. No chain link, welded wire, barbed wire, web wire, poultry netting or any other type of farm fencing shall be allowed. All other fencing will be 6' wood privacy fence.
- B. No fence shall extend beyond the front part of the dwelling (the part of the dwelling, which faces a street). For purposes of dwellings situated on corner lots, no fence shall extend beyond the front part of any side of the dwelling, which faces the street.
- C. All front and side yards shall be sodded, from the street, at least to the rear corners of the dwelling.
- D. All fences shall be approved by ACC before installation.

5. ARCHITECTURAL CONTROL COMMITTEE.

- A. At each annual meeting of the Villas at Park Central, POA Board of Directors, the Board shall appoint three members to serve as the Architectural Control Committee. The Board may fill any vacancy occurring in the membership of the Architectural Control Committee before the next annual meeting of the Board.
Provided, the top two owners of the largest number of improved lots, shall serve as the Architectural Control Committee until such time as all lots within the Villas at the park Central Phase I (and any other phases of the Villas at Park Central subdivision to the City of Lowell, Ar.) have received "certificates of occupancy" for the primary dwelling structures on such lots. Once all such lots within the Villas at Park Central Phase I (and any other phases of the Villas at Park Central subdivision to the City of Lowell, Ar.) have received "certificates of occupancy," then the top two Owners of the largest number of improved lots shall withdraw as the Architectural Control Committee, and the Board of Directors shall then appoint members to the Committee.
- B. The Architectural Control Committee shall determine its own procedures and rules.
- C. The size, design, location and site development of dwellings, permitted accessory buildings, and fences within any lots of the Villas at Park Central Phase I shall be subject to the prior approval of the Committee.
- D. Approval of plans for dwellings, permitted accessory buildings and fences shall not be withheld because of the design of the improvements, provided that the improvements are in accordance with the highest standards of architectural design.
- E. Any owner seeking to construct a new home or any allowed structure, or add or modify

any portion of the exterior of an existing home, shall first submit the plans and written specifications to the ACC for review and approval. Submittals shall include building elevations and materials, building location or plat plan, finished lot elevation and grades, and exterior color schemes.

- F. No construction, change, modifications or alteration shall commence until the plans and specifications detailing the nature, kind, shape, height, construction materials, and location of the improvements on the lot, shall have been submitted to, and approved in writing by, the ACC. The ACC shall approve or disapprove said specifications within ten (10) days after written confirmation by the ACC that sufficiently complete plans and specifications have been submitted.
- G. Without limiting the factors to be considered in the approval or disapproval of any plans and specifications submitted to it, the ACC shall apply the building restrictions set forth under Section 3 of this declaration.
- H. The ACC currently consist of two members, Deb Rudzik and Sharon Witcofski.

6. GENERAL RESTRICTIONS.

- A. No commercial activity shall be carried on upon any lot.
- B. No trailer, mobile home, shack, or barn shall be erected on any lot.
- C. No inoperable motor vehicle shall be allowed on any street, lot or driveway.
- D. No motor vehicle shall be allowed to stand on any street in excess of 24 hours at any one time.
- E. No vehicle shall be parked except on a paved street or drive.
- F. No boats, trailers, or recreational vehicles may be allowed to stand on any lot for more than (24) hours.
- G. No permanent or temporary basketball goals shall stand for more than (24) hours.
- H. No trash or other refuse shall be thrown or dumped on any lot. All trash or other refuse shall be disposed of properly in a manner consistent with the City of Lowell, Ar.
- I. No animals of any kind shall be raised, bred, or kept on any lots except cats, dogs, and other household pets, provided they are not kept for commercial purposes.
- J. Grass, weeds and other vegetation shall be kept mowed and cleared at regular intervals so as to keep each lot neat and attractive. Grass and weeds must be kept to a height of no more than 4".
- K. All mailboxes must be approved by the ACC as to type, design and location.
- L. No signage shall be permitted on any lot or any dwelling after it is initially sold; provided, however, that one "for sale" or "for lease" sign may be placed in front of the lot within (10) feet of the curb, and such sign shall be no larger than five (5) square feet. The ACC reserves the right to remove any sign, yard ornament or toys which it deems to be obnoxious or non-complaint or unsightly due to shape, color, size, etc. Contractors may display only one contractor's sign and building permit. No other advertising signs shall be permitted.

7. OUTBUILDINGS.

- A. No structure of a temporary character, tent, shack, garage, barn, etc. shall be permitted on any lot.
- B. Storage buildings are allowed if located in the back of the house and cannot be seen from the street.

8. DRIVEWAYS AND SIDEWALKS.

- A. All driveways shall extend from the garage to the street and shall be a minimum of 16 feet wide, and shall be paved with concrete.
- B. Sidewalks must be installed on both sides of each street. The sidewalks shall be 4 feet wide, run continuously from one property line to the other. The builder shall install all sidewalks to City of Lowell specs.

9. VIOLATION OF COVENANTS.

- A. If a owner or occupant of any lot fails to observe any covenant and if the violation continues after ten (10) days written notice to the owner, then the POA 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 remove the violation, any 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 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 purchasing or occupancy of the property to pay the statement immediately.
- B. Enforcement of these covenants shall be by proceedings of law or in equity against any and all persons violating or attempting to violate any covenant herein, either to restrain violation or to recover damages for violations. The POA shall be the enforcement agency of these protective covenants. Any owner shall, also be entitled to enforce these covenants.
- C. In the event of an owner's or their occupant's violation of these covenants, the owner or owners shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees may become a lien on the property, subject to foreclosure.

10. PROPERTY OWNERS ASSOCIATION.

- A. The Villas at Park Central, Phase I, Property Owners Association is a non-profit corporation organized under the laws of Arkansas filed October 4, 2006. The POA shall continue to operate as a non-profit corporation and have bylaws. It shall have as its members, owners of improved lots. The owners of each improved lot shall be members of the POA. Each lot shall have only one vote regarding business of the POA regardless of the number of owners of such lot. The first named owner of each lot shall be deemed the person entitled to vote on POA matters. The POA shall elect a Board of Directors to carry on the business of the POA.
- B. Assessment of Dues. The POA Board of Directors may assess membership dues from time to time. In no event, however, shall the dues be less than \$75.00 per improved lot per month.
- C. Special Assessment. Any special assessment or one-time assessment, must be approved by a majority of the improved lot owners.

11. DURATION AND AMENDMENT.

- A. These Covenants shall run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date these Covenants become effective. After a period of twenty-five years(25) years these Covenants shall automatically extend for periods of ten (10) years each, unless an instrument signed by t

a majority of improved lot owners within the subdivision has been recorded agreeing to change these Covenants in part or in whole. These Covenants may be amended at any time by a majority of improved lot owners.

12. MISCELLANEOUS.

- A. The original Protective Covenants, as amended by this instrument, constitutes the complete agreement of the improved lot owners, and any amendments or modifications shall be in writing.
- B. This agreement shall be binding upon and shall inure to the benefit of each lot owner hereto, their heirs, successors and assigns.
- C. This agreement and the protective covenants, it terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Arkansas in the same manner as any other similar instruments or agreements that are made and to be performed wholly within such jurisdiction, without regard to the conflict of law provision thereof.
- D. This agreement is binding upon the tenants of the owner or owners and the owner or owners are subject to the cost associated with violations stated herein on their behalf.

(IMPROVED LOT OWNERS SIGNATURE
PAGES ATTACHED)

IMPROVED LOT OWNER SIGNATURE PAGE FOR AMENDMENTS TO PROTECTIVE COVENANTS OF THE VILLAS AT PARK CENTRAL, PHASE I, TO THE CITY OF LOWELL, ARKANSAS, FILED FOR RECORD _____, 2016, WITH THE CLERK AND RECORDER OF BENTON COUNTY, ARKANSAS, AT BOOK _____, PAGE _____.

Lot Description

Lot Owner

Lot 9, 10, 11, 12, 3

Arden Squire Inc.
Deborah Rudzik

STATE OF ARKANSAS)
) SS.
COUNTY OF BENTON)

ACKNOWLEDGMENT

Be it remembered that before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Deborah G. Rudzik, known to me to be the person(s) who executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereto set my hand and seal of office this 21st day of June, 2016.

Lori Mark
NOTARY PUBLIC

12/19/2022
My commission expires:

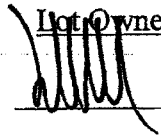


IMPROVED LOT OWNER SIGNATURE PAGE FOR AMENDMENTS TO PROTECTIVE COVENANTS OF THE VILLAS AT PARK CENTRAL, PHASE I, TO THE CITY OF LOWELL, ARKANSAS, FILED FOR RECORD _____, 2016, WITH THE CLERK AND RECORDER OF BENTON COUNTY, ARKANSAS, AT BOOK _____, PAGE _____.

Lot Description

Lots 162, 163 & 164 _____

Lot Owner



William Gladden

STATE OF ARKANSAS)
) SS.
COUNTY OF WASHINGTON)

ACKNOWLEDGMENT

Be it remembered that before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Will Gladden, known to me to be the person(s) who executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereto set my hand and seal of office this 24th day of May, 2016.


NOTARY PUBLIC

1-27-21
My commission expires:



