

**PROTECTIVE COVENANTS  
FOR  
CHAR-LOU ESTATES SUBDIVISION PHASE II**

The undersigned, Northwest Paving Company, Inc., being the owner and Developer of "Char-Lou Estates Subdivision Phase II", Centerton, Benton County, Arkansas and sole Owner of lots numbered 71-128 do hereby create and establish the following Protective Covenants which shall apply to all lots, blocks, and parts of lots and blocks in Char-Lou Estates Subdivision Phase II (herein "Subdivision").

1. **Residential Lots.** All lots within the Subdivision shall be used as residential lots. Only one single-family residential dwelling consisting of not less than 2,000 square feet of heated and cooled, finished space, and the customary and usually necessary structures may be constructed on each lot.
2. **Architectural Control.** No building, outbuilding, improvement addition, and/or alteration shall be commenced, erected, placed, or altered on any lot until the construction plans, specifications and site locations have been submitted and approved by the Developer as to quality of workmanship and material, harmony of external design with existing structures, and as to locations with respect to topography and finished grade elevation.
3. **Garage and Detached Structures.** All residences constructed in the Subdivision shall have a private garage to accommodate a minimum of two automobiles. Any detached structure to be built on a lot shall conform to basic styling of the dwelling and the plans for any such structures must be submitted to the Developer for approval prior to construction.
4. **Building Exteriors and Roofing.** All building exteriors must be at least 85% brick veneer or other comparable masonry material. The remaining exterior walls must be covered by maintenance free material (i.e., vinyl, or steel siding). All roofs must have a pitch of at least 8/12 and be architectural roofing shingles or other roofing material specifically approved by the Developer. No standard 3-tab roofing material will be allowed.
5. **Mailboxes.** All mailboxes shall be #1340 Barcelona Mailbox, Base 11.5", Post Height: 4'10", Box 18" L x 8.5" W x 10" H. Mailboxes will be the builder's expense.
6. **Fences.** Fencing of front yards is prohibited. All fences shall be installed with the finished side facing out, except common sections of fence installed by the owners of adjoining lots when the fence is not visible by other lot owners. All fencing materials shall be approved by the Developer and shall not exceed six feet in height. Chain link fences are specifically prohibited.
7. **Building Location.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat as permitted by city ordinance.
8. **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 structures, fences, planting, or other materials (except for driveways across the front of any lot) shall be placed or permitted to remain which may interfere with the operation, installment, 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 the flow of water or any change in the area of each lot and all improvements of the lot, except for those improvements for which a public authority or utility is responsible.

9. **Accessory Structures.** Accessory buildings, swimming pools, cabana structures and gazebos may be built within the building area on any lot subject to the approval of the Developer. Accessory buildings shall be restricted to one per lot, the size shall be specifically approved by the Developer and the design shall be compatible with the main dwelling.
10. **Temporary Structures.** No structure of a temporary nature such as a trailer, tent, shack, garage, barn, mobile home, motor home, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
11. **Nuisances.** No noxious or offensive activities shall be permitted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. **Garbage and Refuse Disposal.** Dumping is prohibited in the Subdivision. All trash, garbage, or other waste, including compost, shall be kept in sanitary containers out of public view. No scrap material, rubbish, or debris shall be permitted to accumulate upon any premises.
13. **Appearance of Lot.** All lots shall be maintained in a neat orderly condition at all times. Lots shall be kept mowed to a height of not more than eight (8) inches. Front and side yards will be sodded. The front will be landscaped with edged and mulched beds with a minimum of ten (10) shrubs, one tree with a minimum allowance of four hundred dollars (\$400.00), within sixty (60) days of completion of construction. The developer shall promulgate rules and regulations regarding the maintenance of lots and adequate enforcement mechanisms in the event a lot is not properly maintained.
14. **Sight Distance at Intersections.** No fence, wall, hedge or shrub which obstructs sight lines at intersections within the Subdivision shall be permitted.
15. **Recreational Vehicles.** Boats, recreational vehicles, and vehicles used for recreational purposes, shall be stored behind privacy fencing on the residential lot. Any type of vehicle that has been inoperative for a period of more than seven (7) days, shall be stored in the garage or behind privacy fencing so as not to be in sight of the public view and the view of adjacent lots.
16. **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. The exceptions shall be dogs, cats, or other household pets, provided that they are not kept, bred, or maintained for commercial purposes. Household pets shall be maintained in a clean and sanitary situation and shall not be noxious or a nuisance to the surrounding owner. Each household shall be limited to not more than three (3) dogs and/or cats. Dogs must be considered tame.
17. **Semi-Tractor, Trailer.** No semi-trailer trucks or commercial vehicles having more than six wheels shall be allowed to park in the Subdivision, either on the street or on a privately owned lot.
18. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one (1) professional real estate sign of not more than nine (9) square feet (3x3) for sale of the property.

2006 14231  
Recorded in the Above  
Deed Book & Page  
03-17-2006 02:46:04 PM  
Brenda DeShields-Circuit Clerk  
Benton County, AR

- 19. **Antennas and Satellite Receivers.** No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure within the Development without the approval of the Developer. Digital satellite system receivers not more than 18 inches in diameter shall be allowed provided they are not visible to the public.
- 20. **Laundry.** Hanging laundry from any area within or outside a residence which places the laundry within public view is prohibited.

**21. General Provisions:**

- A. Enforcement of these covenants may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these covenants; failure by Developer or any owner to enforce this covenant of restriction contained, shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party.
- B. Sever Ability. Invalidation of anyone or more of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- C. Amend. These covenants may be amended in writing when signed by the record owners, owning seventy-five percent (75%) or more of the lots in the Char-Lou Estates Subdivision Phase II subject to the requirements of paragraph 21.D, with said amendment to be effective when the same are recorded in the office of the Circuit Clerk and the ex-officio Recorder of Benton County, Arkansas.
- D. 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.

WITNESS my hand this 8 day of March, 2006.

Willie Mooney  
Willie Mooney, Owner  
Northwest Paving Company, Inc.

Book/Ps# 2006/14229	
Term/Cashier: CIRCLK04 / swhite	
Tran: 3976.118385.330947	
Recorded: 03-17-2006 14:46:37	
DFE Deed	14.00
REC Recordings Fee	0.00
Total Fees: \$ 14.00	

Benton County, AR  
I certify this instrument was filed on  
03-17-2006 02:46:04 PM  
and recorded in Deed Book  
2006 at pages 14229 - 14231  
Brenda DeShields-Circuit Clerk