

Branda Washelias-Circuit Clerk
Benton County, AR
Book/Pg: 2012/1743
Term/Cashier: CASH2/Teresa Baker
01/18/2012 2:32PM
Tran: 177810
Total Fees: \$25.00

COVENANTS

FOR

COUNTRY OAKS SUBDIVISION

BENTON COUNTY, ARKANSAS

Book 2012 Page 1743
Recorded in the Above
DEED Book & Page
01/18/2012

I, Helen Wylie, As executrix of the estate of Nathan Elsea (Deceased), I have caused certain lands to be platted into a subdivision known as Country Oaks Subdivision, Benton County, Arkansas. The plat appears of record in plat book 2012 at pages 16-17 in the records of the office of the Ex officio Recorder of Benton County. Further let it be known that as of JAN 9, 2012, I oversee 100% of the lands of said property and desire to place the following covenants for Country Oaks Subdivision, to wit;

1. PREMISES: I wish to provide for the highest use of the lands and to restrict the use of the lands as such. I therefore adopt the following covenants and agree that these covenants shall apply to all of the lands now platted as Country Oaks Subdivision in Benton County, Arkansas as covenants running with the land.
2. LAND USE AND ZONING: Each lot shall :
 - a. Contain a minimum of 5 acres.
 - b. Have a minimum building setback from any street or access of 35 feet.
 - c. Have a minimum side setback of 15 feet.
 - d. Have a minimum rear setback of 25 feet.
 - e. Be used exclusively for detached single family homes.
 - f. Remain 1 lot and shall not be divided into more than 1 lot.
3. DWELLING SIZE AND QUALITY:
 - a. Each one story dwelling shall have a minimum of 2,000 sq. ft. excluding the garage area. Each 2 story dwelling shall have a minimum of 1,600 sq. ft. excluding garage area, and have a total minimum area of 2,500 sq. ft.
 - b. No garage shall ever be converted into living area.
 - c. Each dwelling shall be of new construction.
 - d. Roofs to be a minimum of 4/12 pitch on any side facing a street. Shingles to be architectural grade minimum.
4. GENERAL RESTRICTIONS:
 - a. No structure of a temporary character, shack, garage, etc. shall be permitted on any lot.
 - b. Only one storage building shall be permitted on any lot, and must appear compatible and acceptable with the surrounding buildings.
 - c. No storage building shall be used as a residence.
 - d. No storage building shall be place any closer than 50 feet from any street.

- e. Any storage building must be painted to match the residence of the lot.
- f. No storage building shall be placed on a lot where there is not a residential dwelling.

5. PROPERTY OWNERS ASSOCIATION:

- a. 6 months after a majority of the lots have been sold, the Owner will form a Property Owners Association (POA).
- b. The POA shall operate as a non-profit organization and have as its members, owners of the 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, as to business of the POA, regardless of the numbers of owners of each lot.
- c. Within 30 days of the sale of the remaining lots, the Developer, its successors and assigns, shall pass responsibility and obligations under these covenants to the POA.
- d. These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 10 years from the date these Covenants become effective. After a period of 10 years these Covenants shall automatically extend for periods of 10 years each, unless an instrument signed by the owners of a majority of the lots within the subdivision have agreed to change these Covenants in part or in whole. These Covenants may be amended at any time by the owners of the majority of the combined number of lots.

6. MAINTENANCE FEE:

The POA shall collect an annual maintenance fee for the maintenance of Access Roadways, Fire Lanes, Signs, and any other improvements not maintained by the County. The annual maintenance fee will be due on or before the first day of the year, starting on January 1, 2013. The annual maintenance fee shall be \$75.00 (seventy five dollars) per lot for the first year of collection. The fee may be adjusted, at the option of the POA, its successors and assigns, but not more than 50% over any one year period. Any maintenance fee or special assignment not paid within 30 days after it becomes due shall become a lien on the lot which may be foreclosed by legal or equitable proceedings.

7. 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 10 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.

8. SEVERABILITY:

Invalidation of any one of these Covenants by a 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.

In witness whereof, I set my hand this 9 day of Jan, 2012

Helen Wylie
Helen Wylie

ACKNOWLEDGEMENT

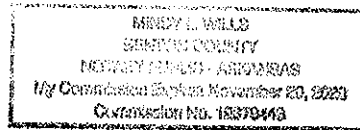
STATE OF ARKANSAS

COUNTY OF BENTON

On this 9th day of JANUARY, 2012 before me, a Notary Public within and for the State of Arkansas, Benton County, duly commissioned and acting, personally appeared Helen Wylie, to me well known who stated under oath, that she had executed the above and foregoing instrument for the consideration set forth herein.

My Commission expires 11/20/20 Mindy A. Wells

NOTARY PUBLIC



Book 2012 Page 1745
Recorded in the Above
DEED Book & Page
01/18/2012

Benton County, AR
I certify this instrument was filed on
01/18/2012 2:32PM
and recorded in DEED Book
2012 at pages 1743 - 1745
Brenda DeShields-Circuit Clerk