

PROTECTIVE COVENANTS FOR  
HICKORY PARK ADDITION, Block 1, Centerton, Benton County, AR.

The undersigned, DALE THOMPSON being the owner of HICKORY PARK ADDITION, Block 1, Centerton, Benton County, Arkansas, does hereby establish and create the following Protective Covenants which shall apply to all lots, parcels and parts of lots in HICKORY PARK ADDITION, Block 1, Centerton, Benton County, Arkansas.

I.

A. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot with the living area of the main structure, exclusive of one story porches and garages, of less than 1,000 square feet for 3 bedroom Dwellings or ~~500~~<sup>1100</sup> square feet for 1 or 2 bedroom Dwellings.

B. LAND USE AND BUILDING TYPE. No lot shall be used except as provided for by R-1 zoning with R-3 lot size, for the City of Centerton. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling, including garage, not to exceed two (2) stories in height. No mobile homes shall be permitted.

C. OBSTRUCTIONS. No fence, hedge row or similar obstruction shall be constructed or planted which extends nearer to the front property line than the Dwelling which is constructed thereon.

D. NUISANCES. No noxious or offensive activity 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. (No car or truck shall be worked on upon the lot or driveway or streets within said Addition.)

E. OFF STREET PARKING. No vehicles may be parked overnight in the streets of this Addition. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guests. Also, no semitrailer trucks or large commercial vehicles shall be allowed to park in said Addition, either on the streets or on a privately owned lot.

F. TEMPORARY STRUCTURES. No structure of a temporary nature or character shall be used on any lot at any time as a residence or part of a residence either temporarily or permanently, nor shall an outbuilding be permitted that detracts from the residential and architectural appearance of the development.

G. TIME FOR COMPLETION OF BUILDINGS. Unless otherwise approved by the ACC; the exterior of any building shall be completely finished within six months of start of construction and the interior shall be completely finished within twelve months of start of construction. No building materials shall be placed or stored upon any lot more than 30 days prior to start of construction. Upon completion of building, all remaining building materials shall be removed and lot cleaned and leveled.

G. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

H. GARBAGE AND REFUSE DISPOSAL. Trash, garbage or other waste shall not be kept upon any lot except in sanitary containers.

I. ROOF OVERHANG. All roofs shall be constructed to overhang or extend not less than 12 inches beyond the outside wall of all exterior walls of any dwelling.

J. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except a sign no more than (4) square feet to advertise the lot, and/or house for sale.

K. EASEMENTS. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat and over a part of each lot. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

L. BUILDING LOCATION. Minimum side lines of 7.5 feet on one side and 7.5 feet on the other side, with minimum of 15 feet between wellings.

M. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Approval shall be as in article II.

## II.

A. ARCHITECTURAL CONTROL COMMITTEE. This Committee is composed of DALE THOMPSON, or his designees. The committee's approval or disapproval as required in these Covenants shall be in writing. Should any plan submitted fail to be approved or disapproved after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

A. TERMS. The Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said Covenants in whole or in part.

B. ENFORCEMENT. Enforcement shall be by proceedings by law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages.

C. SEVERABILITY. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force or effect.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 1991

\_\_\_\_\_  
DALE THOMPSON

ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF BENTON

This day personally appeared before me, the undersigned Notary Public, Dale Thompson, owner of said addition, to me well known, and further stated and acknowledged to me that he had signed the same for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1991

My Commission Expires \_\_\_\_\_

PLANNING COMMISSION ACCEPTANCE

THESE PROTECTIVE COVENANTS ARE HEREBY ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1991 BY THE PLANNING COMMISSION OF THE CITY OF CENTERTON.

\_\_\_\_\_  
CHAIRMAN

CITY COUNCIL ACCEPTANCE

THESE PROTECTIVE COVENANTS ARE HEREBY ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1991 BY THE COUNCIL OF THE CITY OF CENTERTON.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK