

98102251

FILED FOR RECORD
At 2:35 O'clock

SEP 25 1998

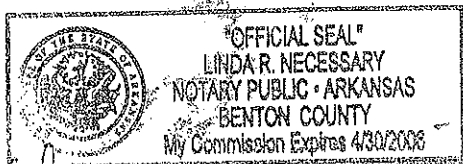
PROTECTIVE COVENANTS
CENTERPOINT SUBDIVISION

CENTERTON, ARKANSAS

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

1. All single family lots residences must be a minimum of 900 sq.ft. of living area, and must have a two car garage.
2. No structure or building may be moved onto any lot to be used as a residence. No building shall be erected or altered on any lot, until the design, plans, elevations, location and exterior color scheme have been approved in writing as to conformity and harmony of external design with existing improvements in the addition by the developers.
3. All structures will have no less than a 6-12 roof pitch, with no less than an architectural grade shingle. All structures will have a minimum of 80% brick exterior.
4. Sidewalks must be completed before final inspection of house. Sidewalks must be according to city specifications.
5. Utility easements are reserved over the lots in widths shown on the plat and are for utility use only. Ownership remains to the lot owner, and must be maintained by lot owner.
6. All residences must have off street parking drives that are a minimum of 16 feet wide. There shall be no parking at any time in the front lawn of any residence. A resident shall not, on a regular basis, park on street.
7. Any boat, R.V. camper, untagged or off-road vehicle must be parked in backyard, behind a privacy fence. All storage, utility or work trailers are also to be parked only in backyard, behind a privacy fence.
8. No vehicle repairs are to be performed in the driveway or front yard. All repairs or maintenance of any kind must be done in garage or rear yard. No inoperative vehicle shall be permitted on any lot for a period in excess of seven days.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household pets may be kept and maintained, provided they are not kept, bred or maintained for any commercial purposes. Household pets shall be maintained in a clean and sanitary situation and shall not be noxious or nuisance to the surrounding property owners.

10. No structure or vehicle, such as a trailer, basement, tent, shack, garage, barn, camper, mobile home, or other out building shall be used on any lot at any time as a residence, temporarily or permanently.
11. No satellite dishes shall be permitted in front yard.
12. Front yards, including front porches shall not be utilized for storage of any items.
13. Owners of lots shall keep the same from unsightly accumulations of trash, and shall keep weeds, grass and underbrush cut to avoid fire hazards and unsightly appearance. The entire yard is to be bermuda sod, and to be kept mowed.
14. All fences must meet the approval of the owners.
15. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
16. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
17. If any owner or occupant shall at any time, while these covenants are in effect, violate or attempt to violate any of these covenants, any owner of any part of the addition may institute and prosecute an action at law or in equity against the persons violating or attempting to violate any covenant, and may recover damages resulting from the violation. Judicial or legislative action invalidating any one or more of these covenants shall not effect the remaining provisions which shall continue in full force and effect. Any owner of any part of the addition is specifically given the right to enforce these restrictions.
18. The owner of each residential lot agrees to be bound by the foregoing covenants. Any party violating these covenants will be responsible for any attorney fees incurred because of their violation.
19. The covenants shall run with the land and be binding on the present owner and all persons hereafter acquiring title in any manner to any part of Centerpoint Subdivision for a period of ten years from September 25, 1998, after which time, said covenants shall be automatically renewed for successive periods of one year, unless at any time an instrument signed by the then owners of a majority of the lots shall be recorded, agreeing to change said covenants, in whole or part.



Linda R. Necessary

Ralph O. Walker
ARC Construction & Development, Inc.
Ralph O. Walker, President
P.O. Box 794
ROGERS, AR 72757