

1200

2005 26360  
Recorded in the Above  
Deed Book & Page  
05-27-2005 09:58:21 AM  
Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2005/26360  
Term/Cashier: CIRCLK07 / Fhendricks  
Tran: 3017.92482.250213  
Recorded: 05-27-2005 09:58:24  
DFE Deed  
REC Recording Fee  
Total Fees: \$ 14.00

14.00  
0.00

**PROTECTIVE COVENANTS  
FOR THE RESIDENCES AT  
CITY WEST PHASE I SUBDIVISION  
CENTERTON, ARKANSAS**

The undersigned, Summit Ridge Development Inc., is the sole owner, majority lot owner and developer of "The Residences at City West Phase I" subdivision in the city of Centerton, Arkansas, more particularly described as:

Lots 1 through 54, "The Residences at City West Phase I" subdivision.

The owner hereby establishes and creates the following protective covenants and restrictions, which shall apply to all lots as shown on the recorded plat of "The Residences at City West Phase I" subdivision found in Benton County Plat Record 2005 at page 658.

KNOW ALL MEN BY THESE PRESENTS:

1. Fences: Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot. All property lines in front (toward the street) of the main dwelling structure shall be kept free and open and no fences or walls shall be permitted.
2. Nuisances: No noxious or offensive activities or nuisances shall be permitted on any lot or parcel.
3. Signs: No person shall erect or maintain upon any Lot, or Improvement any sign or advertisement, except a real estate sign when the property is for sale.
4. Animals: No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance.
5. Garbage and refuse disposal: No Owner shall accumulate on his Lot litter, refuse or garbage, except in approved receptacles.
6. Limited access: There shall be no access to any Lot on the perimeter of the Property except from the designated streets or roads within the property.
7. Drilling or mining: No drilling, refining, quarrying, or mining operations of any kind shall be permitted on any Lot.
8. Storage: Owners shall store all of their property or possessions within their Unit.

9. Parking on the streets: No vehicles may be parked overnight in the streets of this subdivision. Lot owners shall provide sufficient off street parking or accommodate the vehicles used by their family and guests. Also, no semi-trailer trucks or commercial vehicles shall be allowed to park in said subdivision either on the streets or privately owned lots.

10. Structures other than dwellings: No trailer, mobile home, tent, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used in said lots. However it is permissible to have a storage building in the back of the residence, providing that the building is not unsightly and it is acceptable to the city of Centerton

11. Recreational vehicles and boats: Recreational and camping vehicles and boats may be stored and parked on the lots. However, these vehicles and boats shall be located behind the house, guest house or fence, or in or behind the garage, or otherwise screened so that they are not readily visible from the street or adjoining lots. Screening walls and fences must be constructed of brick, stone, or decorative wood.

12. Minimum square footage on type of dwelling: There shall be a minimum square footage requirement, exclusive of garages, porches, patios and decks, of 1200 square feet per occupancy unit. (ie. duplex would contain 2400 square feet per lot).

13. Amendments to square footage: If developer desires to amend the covenants, conditions and 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.

14. Restriction on type of dwelling: All dwellings erected on any lots in the subdivision will be duplex and/or multiple-family dwellings and must comply with R3 zoning, having at least a one-car garage per occupancy unit.

15. Covenants to run with the land: These covenants and restrictions are to run with the land and shall be binding on all the parties, their heirs and assigns, for a period of 20 Years from the date these covenants are recorded; provided, however, that the covenants and restrictions may be amended at any time, subject to city approval and by at least seventy-five percent of the total property owners in such addition. Such amendments shall be made in writing, drafted so as to be recorded with the registrar of deeds. Provided, further that after the expiration of the 20 year period set forth above and any time within 6 months from said expiration, the majority of the lot owners may express their intention, in writing, so drafted as to be recorded with the registrar of deeds, that they no longer care for these covenants, and the same shall then be terminated. In the event that no action is taken within the prescribed time, these covenants shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that these protective covenants may be amended after the expiration of the time periods as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form, providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the lot owners of said subdivisions and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

16. Violations: If the parties herein or any of them or their heirs or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said subdivision to prosecute any violation or attempted violation or any such covenant or restriction, either to prevent the person from so or to cover damages or other penalties for such violation.

17. Severance of covenants: Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

Executed this 11 Day of April 2005

Summit Ridge Development Inc.

By: Robert Kyle Engler II  
Robert Kyle Engler II, Owner/President

Denton County, AR  
I certify this instrument was filed on  
05-27-2005 09:58:21 AM  
and recorded in Deed Book  
2005 at pages 26360 - 26362  
Brenda DeShields-Circuit Clerk

By: Anna Marie Engler  
Anna Marie Engler, Owner/Secretary