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BOBBIE GAGNER  
BENTON COUNTY, AUDITORPROTECTIVE COVENANTS  
THE UPLANDS

The owners of real property situated in this plot, known as The Uplands, have agreed that all properties in the plot shall be subject to restrictions and covenants stated below. The stated restrictions and covenants, which run with the land, shall be binding on all parties and persons claiming under them until January 1, 2006, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. Approval for such change may be obtained by a majority vote of the homeowners in the Uplands District.

The restrictions and covenants stated herein succeed the previous Protective Covenants first recorded July 22, 1954 (Auditor File No. 325565), which having been extended automatically since January 1, 1974, for successive periods of ten years, remain in force until approval, by vote of a majority of owners of the lots, of the restrictions and covenants stated herein.

The restrictions and covenants herein are expressed in three sections: I - General, II - Specific, and III - Miscellaneous. These sections treat, respectively, prohibitions based on the general purpose and intent, particular restrictions or requirements, and miscellaneous matters including establishment and procedures of a Neighborhood Committee.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Protective Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Protective Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

zoning regulations, building regulations, environmental regulations and other similar governmental regulations applicable to the properties subject to this declaration shall be observed. In the event of any conflict between any provisions of such governmental regulations and restrictions of this declaration, the more restrictive provisions shall apply.

## I - GENERAL

The purpose and intention of these Protective Covenants is to assure that the buildings, premises and property in the Uplands Subdivision are kept in a neat and attractive condition; and further, to assure the prevention or correction of any conditions or activities which are unsightly, diminish property values in the neighborhood, cause inconvenience to neighbors or otherwise adversely affect living conditions in the neighborhood. Therefore, these Protective Covenants prohibit generally any act or omission by any owner which would cause conditions contrary to the above stated

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2420 S. Benton St

Benton County, AR 72834

## II - SPECIFIC

1. All lots in the tract shall be known and be described as residential lots.
2. No structures shall be erected, altered, placed or be permitted to remain on any residential building lot other than one single family dwelling not to exceed one and one-half stories in height, and a private attached garage for not more than three passenger automobiles. Garden or utility sheds, not larger than 150 square feet, with sidewalls not to exceed eight feet, may be erected or placed in a side or backyard on a lot.
3. No building shall be located nearer than 25 feet to the front lot line or nearer than 15 feet to the side street line. No building shall be located nearer than five feet to any side lot line.
4. No residential structure shall be erected or placed on any lot, which lot has an area less than 10,000 square feet or a width of less than 85 feet at the front building setback line.
5. The ground floor area of the main structure exclusive of one story open porches and garages shall be not less than 1000 square feet in the case of a one story structure, and not less than 900 square feet in the case of a 1 and 1/2 story structure.
6. No dwelling or residential structure shall be placed or erected on any lot other than site-built new construction, and all construction shall be equal to or exceed minimum F.H.A. specifications for residential housing.
7. Any dwelling or structure erected or placed on any lot in the Uplands District shall be completed as to external appearances including finished painting of all wood structures, within one year of commencement of construction.
8. No trailer, recreational vehicle, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
9. Trailers, boats, camper tops, travel trailers, recreational vehicles and the like owned by a person residing on the premises may be stored, but not within a public way. All such storage must comply with street frontage setback.
10. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
11. Until the time when all homeowners have connected to the sanitary sewer system, it will be mandatory that individual homeowners maintain their septic system in accordance with the requirements of the Benton-Franklin District Health Department.
12. All fences must be of good appearance and not to exceed six feet in height if erected in a manner or location that will obstruct the view of adjacent lot owners. Trees and hedges must be planted so as not to obstruct lot lines and with consideration given to your neighbor.
13. No other structures shall be permitted on this subdivision.

14. The storage and/or collection of junk, scrap, licensed or unlicensed wrecked or inoperative vehicles or equipment or parts thereof is not permitted. All garbage and trash shall be placed in appropriate sanitary containers for regular disposal or recycling.
15. All trees, hedges, shrubs, flowers and lawns shall be kept and maintained at all times in an attractive, neat, mowed, trimmed and pruned condition. Homeowners shall not allow any portion of their lot to become overgrown or unkept so as to create a visual nuisance. On those lots overlooking the newly-designated natural park, maintenance of a wildlife habitat is acceptable. Leaves, clippings, dead plants and other yard waste shall be placed in a compost pile or appropriate containers for disposal. Homeowners shall maintain their property in a manner that will be an asset to the area, including control of noxious weeds (dandelions, tack weed, etc).
16. No structure of any nature shall be erected, nor shall any construction be commenced on a lot, until the plans for said structure have been submitted to and approved by a Neighborhood Committee of three homeowners of the Upland District. The committee shall be constituted as described in Paragraph III - 1.

### III - MISCELLANEOUS

#### 1. Neighborhood Committee

These Protective Covenants shall be under the jurisdiction of a Neighborhood Committee composed of homeowners in the Uplands.

The Neighborhood Committee shall have at least three (3) members who shall fill Positions No. 1, 2, and 3. Position 1-shall have an initial term of three years, Position 2-an initial term of two years, and Position 3-an initial term of one year. After each initial term expires, each position shall be filled by a new committee member for a term of three years.

The Neighborhood Committee members positions shall be filled by homeowners selected in alphabetical order by last name. The three Neighborhood Committee members shall share responsibilities as they may decide among themselves. An owner who declines to serve or retires from service on the Neighborhood Committee shall be replaced by the next available homeowner, according to alphabetical order.

Homeowners are encouraged to bring all matters concerning these Protective Covenants to the attention of the Neighborhood Committee.

The Neighborhood Committee shall not have authority to waive any conditions of these covenants, but failure to secure their approval as required in Paragraph II-16, will be deemed a violation and any construction or activity without such approval may be enjoined and damages collected for the violation by any homeowners in the subdivision. The Committee shall have the authority to approve construction, make recommendations, convene meetings, distribute notices, or gather votes of owners.

This Neighborhood Committee of three shall meet at least once each year (the annual meeting) and any homeowner may attend said annual meeting.

2. Variance

In regard to a single issue in a single instance, a homeowner may be granted a variance (e.g., be relieved from compliance with these Covenants) provided a majority of concerned homeowners, as defined below, approve the variance and the variance is not vetoed by nearest neighbors, as described below.

A concerned homeowner is defined as one who explicitly votes either for or against the variance. A homeowner who abstains, explicitly indicates indifference, who gives no response, or who cannot be contacted after due effort has been made to do so, shall not be counted as a concerned homeowner for purposes of determining whether a variance shall be allowed.

The above procedures notwithstanding, a variance shall not be allowed if two homeowners, who are neighbors nearest the homeowner requesting the variance, both vote against allowing the variance.

3. Voting

Voting procedures shall be under the jurisdiction of the Neighborhood Committee. At the discretion of the Neighborhood Committee, voting may be in writing, telephonically, by mail, by proxy, or other means.

Revised Covenants approved  
by Homeowners in The Uplands  
on October 3, 1995