

Maple Park, Lots 1-4

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Doris Tate, County Clerk and Recorder



*Riley Farm
Maple Park*

PROTECTIVE COVENANTS AND BILL OF ASSURANCE

April 30, 2001

For Maple Park on Riley Farm Lots 1 through 4 and Tracts CP-1 and CP-2, and Maple Park on Riley Farm Lot 5, platted subdivisions located in Fort Smith District of Sebastian County, Arkansas.

2-23-05

*Renew commitment 2rc
for Lots 6 -> 13*

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Pinemeadow, Inc. (the "Developer"), being the developer of certain real property situated in the Fort Smith District of Sebastian County, Arkansas, hereby imposes the following covenants, limitations, restrictions and uses (the "Covenants") on: (1) Lots 1 through 4 of Maple Park on Riley Farm, a platted subdivision filed of record in the Fort Smith District of Sebastian County, Arkansas on the 15th day of October, 1998 as plat number 1546; and (2) Lot 5 of Maple Park on Riley Farm, a platted subdivision filed of record in the Fort Smith District of Sebastian County, Arkansas on the 24th day of April, 2001 as plat number 1670. The legal description of the Lots covered by these Protective Covenants and Bill of Assurance are attached as Exhibit "A". (The Lots covered by these Protective Covenants and Bill of Assurance are hereinafter collectively referred to as the "lots" and the two subdivisions are hereinafter collectively referred to as the "Addition".) The Covenants shall not apply to or cover Tracts CP-1 or CP-2 that are shown on plat number 1546.

The undersigned, Jimmy and Rebecca Meadows, the owners of Lot 2, hereby impose the Covenants on said lot.

The Covenants shall run with the land for the period of time hereinafter set out and shall be binding upon the Developer and all future owners of the lots. These Covenants are for the benefit of and are limitations upon the Developer and all future owners of the lots and have been designated as such in order to provide for an orderly development of the Addition and for the purpose of making the Addition desirable, uniform and suitable for use as herein specified.

The Covenants shall be binding upon the Developer and the Meadows and all future owners of the lots until January 1, 2050, at which time they shall be automatically extended for an additional twenty (20) years, unless by majority vote of the then lot owners, it is agreed that these Covenants should be changed or amended in whole or in part. In any such vote, the owner or owners of each lot shall have just one (1) vote regardless of the number of owners of said lot.

It shall be lawful for the Developer or any person owning a lot or lots, or any undivided fee interest therein, in the Addition to initiate any proceedings at law or in equity against persons or entities violating or attempting to violate any of the Covenants to seek an injunction against such violation or to recover damages for such violation, or both. The invalidation of any one of the Covenants by a court order shall not invalidate any of the other provisions which shall remain in full force and effect.

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Return: Pinemeadow, Inc.

MOSLEY ABSTRACT COMPANY

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ARTICLE I

USE OF LOTS

The Addition (and every lot situated therein) shall be constructed, developed, occupied and used as follows:

Section 1. Non-Residential Lots. All lots within the Addition shall be used, known and described as commercial or transitional non-residential lots. No lot may be divided or split; provided however that existing owners of lots may purchase another contiguous lot and either consolidate, split or divide that lot so long as the split, division or consolidation does not result in a lot smaller than any of the original lots in the Addition.

*Res. and
24
Secondary
lots
(2nd floor)*

Section 2. Building Design Standards.

- a. If more than one building or structure is constructed on a lot, then all of the buildings or structures on that lot shall incorporate a recurring, unifying and identifiable design.
- b. The front and side facade(s) of all buildings and other structures must be of high quality materials, such as brick, wood, native stone, stucco, exterior insulated finished systems (EIFS) or tinted/textured concrete masonry units. Smooth faced concrete block, plain or untextured tilt-up panels and prefabricated steel panels are not considered a "high quality material" for purposes of this subsection. Glass shall not be used for more than 50% of the exterior facade on any side of a building.
- c. The rear facades of any building or other structure that are visible from the finish grades of adjoining lots or public streets shall have design characteristics similar to the building's front facade.
- d. Mechanical equipment, including but not limited to, heating/cooling systems, trash receptacles and utility boxes shall be completely screened from adjoining properties and street rights-of-way. Screening shall consist of a view obscuring wall or fence, view obscuring berm, view obscuring architectural treatment, or view obscuring vegetation, or some combination of the four.
- e. Chain link fencing, barbed wire or sheet metal fencing shall not be used on any lot.

Section 3. Sign Requirements.

at part
thereof

- a. Monument Signs. A monument sign is defined as a ground mounted sign, with a maximum height of 4 feet above the surrounding ground level (inclusive of the base and the display area) and with maximum area of 48 square feet per side. Lots with less than 150 feet of linear street frontage may have just one monument sign. Lots with more than 150 feet of linear street frontage shall be entitled to one additional monument sign for each additional 200 feet of linear street frontage. (For example, a lot with 360 feet of street frontage will be entitled to 2 signs while a lot with 560 feet will be entitled to three signs.) In the case of corner lots, one additional monument sign shall be allowed but only one sign per streetside. Monument signs shall not contain more than 2 faces. All structures supporting a monument sign should be compatible with the design and composition of the buildings and other structures on the lot.
- b. Illumination. Only ground mounted lights or external spotlights may be used for illumination of monument signs. Internal lighting of a monument sign is prohibited.
- c. Wall Signs. In addition to the monument sign or signs described above, one wall mounted sign may be installed for each business or organization on a lot. The sign area shall not exceed 60 square feet. A second wall sign is allowed if the building has more than one side facing a street or highway right-of-way, but only one wall sign can face each street or highway right-of-way. The wall mounted sign(s) on a lot shall only be used to display the name of the business or organization on the lot and shall not be used to advertise products or services of the business or organization.
- d. Other Signs Prohibited. No signs, other than directional signs and the above described monument and wall signs, shall be permitted on any lot or on the building or other structure on any lot (including the windows of a building or structure). Banners, marquees and portable signs are expressly prohibited.
- e. Offsite Advertising and Billboards. No sign on a lot may be used to advertise a business or organization other than the business or organization occupying the lot. No billboards shall be permitted on any lot.
- f. Conflict with Ordinances. The forgoing notwithstanding, all signs shall comply with any sign ordinances of the City of Fort Smith.

Section 4. Landscaping.

- a. Perimeter Landscaping Requirements. A 10 foot wide landscaped area shall be located parallel, adjacent and all along the public right-of way lines on a lot. To insure that landscape materials do not constitute a driving hazard, a sight triangle (see Appendix A & B) shall be observed at all street intersections or intersections of driveways with streets. Within this sight triangle, the only landscape material which can be used is: (1) grass or ground cover, not exceeding twenty-four (24) inches in height; or (2) or trees, if only the tree trunk is visible between the ground and eight feet above the ground and if the tree does not otherwise present a traffic visibility hazard. At least 25% of the perimeter landscaped areas will be covered by trees, shrubs or bushes. For purposes of the preceding sentence the "coverage" by a tree, shrub or bush shall be determined by the width of the drip line of the tree, shrub or bush.
- b. Interior Landscaping for Vehicular Use Areas. Any parking lot or open vehicular use area, excluding loading and unloading areas, containing more than 6,000 square feet of area, or twenty or more vehicular parking spaces, shall have interior landscaping (landscaping within the boundaries of the parking lot or open vehicular use area.) Interior landscaping may be of a peninsular or island configuration and shall be constructed as follows:
- (1) Landscape Area. For every 100 square feet of vehicular use area, at least five square feet of landscaped area shall be provided.
 - (a) Minimum Area. The minimum size of each landscaped area (whether an island or peninsula) shall be sixty-four square feet.
 - (b) Maximum Contiguous Area. In order to encourage the required landscaped areas to be properly dispersed, no individual landscaped area should be larger than 350 square feet in size, unless the vehicular use area is over 30,000 square feet. If the vehicular use area is in excess of 30,000 square feet, an individual landscaped area may be as large as 1,500 square feet.
 - (2) Trees in a Landscaped Area. All trees shall be set back a distance of four (4) feet from the edge of pavement.
 - (3) Vehicle Overhang. No portion of a parked vehicle may hang over the interior landscaped area more than two and one-half feet. Concrete curbs or other wheel stops shall be installed to insure no greater overhang of the landscaped areas.

- c. Landscape Materials. All landscape materials should compliment the general design and architecture of the adjacent buildings. The type and amount of shade or sun within a proposed landscaped area should be considered in selecting plant materials.
- (1) Type of Materials. All landscaped areas shall contain some type of plant material and no more than 25% of the surface of a landscaped area may be covered with rock, dirt or gravel. Artificial plants are prohibited. All plant materials shall be living plants and shall meet the following requirements:
- (a) Quality. Plant materials shall conform to the standards of the American Association of Nurserymen and shall have passed appropriate inspections required under State regulations.
- (b) Deciduous Trees. All deciduous trees shall have a minimum caliper of two (2) inches at planting.
- (c) Evergreen Trees. All evergreen trees shall be a minimum of five feet high at the time of planting.
- (d) Grass or Ground Cover. Grass may be sodded or seeded except in swales or other areas subject to erosion, where solid sod, erosion reducing net, or suitable mulch shall be used.
- (2) Maintenance and Installation. All landscaping materials shall be installed in a sound, workmanship-like manner and according to accepted, good construction and planting procedures. The owner of each shall be responsible for the continued proper maintenance of all landscaping materials of his or her lot, and shall keep them in proper, neat and orderly appearance, free from refuse and debris at all times. All unhealthy or dead plant material shall be replaced within one year, or by the next planting period, whichever comes first; while other defective landscape material shall be replaced or repaired with three months.
- b. Conflict with Ordinances. The forgoing notwithstanding, all landscaping shall comply with any landscape ordinances of the City of Fort Smith.

Section 5. Exterior Lighting. All exterior lighting shall conform to the following:

- a. Light Poles. Light poles shall have a maximum height of 30 feet.
- b. Lamps. Each light pole will have a maximum of 2 lamps and each lamp will have a bulb with no more than 250 watts. The lamps will have no more than (2) candle foot power at ground level.
- c. Unnecessary Glare. All lamps will contain directional shielding as is necessary to avoid illumination or glare onto areas adjoining the Addition, such as residential developments, roadways or highways.

Section 6. Temporary Structures and Recreational Vehicles. No mobile home shall be placed on any lot, either temporarily or permanently. No portable building, trailer, tent, construction shack or other out building shall be erected or placed on any lot, except for temporary use by construction contractors for a reasonable period of time and only in such location and, for such time as may be designated by the Maple Park Commercial Architectural Control Committee. Boats, motorcycles, trailers, all terrain vehicles ("ATV's") and other recreational vehicles shall not be stored on any lot..

Section 7 Setback Lines. No above ground structure shall be constructed or installed between the front property line and the building setback line as shown on the plats except as expressly permitted herein.

except the unimproved lots as shown on Section 3

ARTICLE II

EASEMENTS

Section 1. General. All utility lines or other pipes, fittings or equipment for public services, including but not limited to sewer, water, electric, gas, telephone and TV cable, shall be located underground in the utility easements or public streets. Service pedestals and transformers, as sources of supply as secondary voltages, shall also be located in said easements. All lines or services running from the utility easements to a building or other structure ("the utility service line") shall also be underground. Utility service lines shall run from the nearest service pedestal or transformer to the point of use as determined by the location and construction of such building. Upon the installation of a utility service line, the supplier of the service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement on said lot, covering a five foot strip extended 2.5 feet on each side of such utility service line, extending from the service pedestal or transformer to the service entrance of said building ("utility service easement"). The supplier of the service, through its proper agents and employees, shall at all times have the right of access to all such utility service easements. This right shall apply to all suppliers of public utilities and quasi-public utilities, as for example, television cable companies. The owner of each lot shall be responsible for the protection of the utility service lines located on his or her lot and shall prevent the alteration of grade or any construction activity which may

interfere with said service. Repairs or costs of relocation required by the violation of this covenant shall be paid by the owner of the lot. The utility service easements shall run with the land and shall be binding on and enforceable against the owner (and his or her heirs, successors and assigns) of any lot on which a utility service easement lies.

Section 2. Gas Lines. All gas lines to a building or other structure ("gas lines") will be made of plastic pipe of a size and material approved by the gas company. An approved tracer wire will be installed in a trench with the plastic pipe and attached to the meter riser per the gas company's specifications. No gas line will be installed under concrete or asphalt unless installed in a casing approved by the gas company. Gas lines and inlet meter risers will be tested at not less than 90 PSIG air or nitrogen for 24 hours, approval and acceptance of same to be by the gas company personnel. Landscaping will be limited so as not to interfere with the meter reading and normal maintenance of said meter.

Section 3. Rights of Way. No portion of any lot shall be used for a driveway, street, passageway, public right-of-way or easement of any type to service or benefit real property or owners of real property adjoining the Addition provided however, nothing contained in this Section shall: (1) prevent adjoining lot owners from permitting access between their lots; or (2) prevent the Developer from granting an easement or access to, from or across a lot prior to its sale by the Developer.

ARTICLE III

OFFENSIVE ACTIVITIES

No offensive activity, including but not limited to the discharge of firearms or fireworks, shall be permitted on any lot, nor shall any activity be undertaken on any lot that shall become an annoyance or nuisance to the Addition. The burning or burying of leaves, debris and trash shall not be permitted on any lot. The development of minerals of any kind or nature is prohibited within the Addition; provided, however, underground hydrocarbon minerals may be captured by wells located outside the Addition. No privy, cesspool or disposal plant shall be installed or maintained on any lot in the Addition, and all buildings shall have its plumbing connected to the city sanitary sewer system.

ARTICLE IV

OTHER CONSTRUCTION CRITERIA

Section 1. Storage of Construction Materials. Construction materials may be stored on a lot within the building setback lines for thirty (30) days prior to the commencement of construction. All construction shall be completed within a reasonable period of time.

Section 2. Garbage: Dumping. Dumping is prohibited in the Addition. All trash, garbage or other waste shall be kept in trash cans or dumpsters located at the rear or side of a building screened from adjoining lots.

Section 3. Antenna, Aerial and Other Devices. Antennas, aerials or similar devices for telephone, television, citizen's band, shortwave or radio reception shall not be allowed in the Addition unless approved by the Maple Park Commercial Architectural Committee.

satellite dish

Section 4. Appearance Lot. All owners shall be required to keep their lot in a clean and sanitary condition whether or not they have constructed a building on the lot. "Indoor furniture" shall not be placed outside of any building. One satellite dish shall be permitted on each business but only if the diameter of the dish is 24" or less and only if the dish is installed to the rear of the building, so as to be obscured from public view and the view of adjacent lots. No refuse or debris pile shall be placed anywhere on a lot.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Design Review. All plans for landscaping, new buildings and additions or modifications to existing buildings shall be subject to review and approval by the Maple Park Commercial Architectural Control Committee (the "Committee"). Prior to the installation of landscaping or the construction of a building or additions or modifications to an existing building the owner of the lot shall furnish to the Committee a site plan or development plan which shall include the following:

- a. Rendered elevation drawings of front, rear and one (1) side of the proposed structure to 1/8" to 1' (minimum) scale, showing the design of the structure and the proposed materials of the building's external finishes.
- b. The location and proposed screening of all mechanical equipment, parking, curbs and gutters, and sign locations.
- c. The location of all perimeter and interior landscaped areas with a description of proposed landscape materials.

Section 2. Decision by Committee. All plans must be reviewed by and a decision (with any required changes) rendered by the Committee within 21 days of submission of the plan. The Committee by a unanimous vote may, in its sole discretion, grant a variance from or waiver of any of the restrictive covenants contained herein.

Section 3. Members of the Committee. The Committee shall consist of a representative of

the Developer and the two other persons who own a lot, or interest in a lot. The two members of the Committee, other than the Developer's representative, shall be chosen each year at an annual meeting of the lot owners held in January of each year. The two Committee members will be elected by a majority vote of the owners who actually attend the meeting; and shall serve until the next annual meeting of the lot owners. After the Developer has sold all of the lots, the Developer may resign from the Committee and will be replaced by a lot owner elected in the same manner as the other Committee members. The Committee members shall elect a chairperson who will preside at any meeting of the Committee and will be responsible for receiving a plan, calling a meeting of the Committee to review a plan, notifying the plan proponent of the Committee's decision and providing notice to the lot owners of the time and place of the annual meeting.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 1. Covenant Enforcement. The Committee or any owner of a lot, or an interest therein, may seek enforcement of the Covenants by any proceeding at law or in equity against any person or entity violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both; but failure by the Committee or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party.

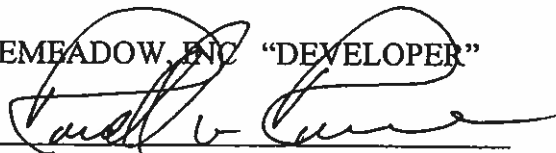
Section 2. Severability. If any provision of these Covenants shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner effect or render illegal, invalid or unenforceable any other provisions of these Covenants, and these Covenants shall be carried out as if any such illegal, invalid, or unenforceable provision were not contained therein.

Section 3. Amendment. The Covenants may be amended at anytime by a vote of sixty (60%) of the lot owners. In any such vote, the owner or owners of each lot shall have just one (1) vote regardless of the number of owners of said lot.

Section 4. Headings. The headings contained in these Covenants are for reference purposes only and shall not in any way affect the meaning or interpretation of the provisions set out herein. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise.

IN WITNESS WHEREOF, Pinemeadow, Inc., the Developer, and Jimmy and Rebecca Meadows, the owners of Lot 2, have set their hands and seals on the date first written above.

PINEMEADOW, INC "DEVELOPER"

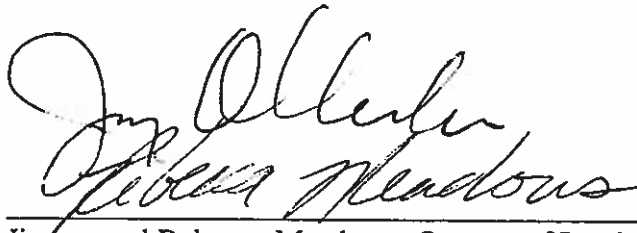


By: Ronald W. Rouse
Its: President

ATTEST:



Paul R. Walker
Secretary/Treasurer



Jimmy and Rebecca Meadows, Owners of Lot 2

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF SEBASTIAN)

On this 2 day of May, 2001, before me, the undersigned officer, personally appeared Jimmy Meadows and Rebecca Meadows, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
LUCY A. WILKES
NOTARY PUBLIC
STATE OF ARKANSAS
CRAWFORD COUNTY
EXPIRES 10/1/01

Lucy A. Wilkes
Notary Public

My Commission Expires:
10-1-2001
(seal)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF SEBASTIAN)

On this 2 day of May, 2001, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared Ronald W. Rouse and Paul R. Walker, President and Secretary for Pinemeadow, Inc. to me stated they were duly authorized in their respective capacities to execute the foregoing instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LUCY A. WILKES
NOTARY PUBLIC
STATE OF ARKANSAS
CRAWFORD COUNTY
EXPIRES 10/1/01

Lucy A. Wilkes
Notary Public

My Commission Expires:
10-1-2001

(seal)