

2003 4959  
Recorded in the Above  
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02-28-2003 12:31:07 PM  
Brenda DeShields-Circuit Clerk  
Benton County, AR

PROTECTIVE COVENANTS FOR  
BELMONT ESTATES  
TO THE CITY OF SPRINGDALE, ARKANSAS

KNOW ALL MEN THESE PRESENTS:

That, Belmont Estates, LLC, sub-divider and owner of all the lots in Belmont Estates, a subdivision to the City of Springdale, Benton County, Arkansas, hereby enters the following Protective Covenants with reference to lots on the plat of the said Subdivision now on file in the office of the Circuit Clerk and Ex-officio Recorder of Washington County, Arkansas.

1. No lot in said Subdivision shall be used except for residential purposes.
2. No dwelling shall be constructed upon a lot other than a dwelling not to exceed two stories in height.
3. No single family dwelling shall be permitted on any lot or lots unless the total floor living area of the main structure, exclusive of open porches and garages, is at least 2000 square feet on first floor. It being the intent of these covenants to assure that no dwelling shall be erected which contains less than the minimum square feet of living areas as set above.
4. A minimum of seventy-five percent (75%) of the exterior walls, of any dwelling's main floor, erected on any lot, shall be covered by brick, veneer, stone or other comparable masonry material. Window and door openings shall not be considered as a part of the area of the exterior walls of such dwelling. In the remaining twenty-five percent (25%) of the exterior walls, no 4' x 8' sheet siding shall be allowed. The required minimum roof pitch will be 10/12, Architectural shingles are the required roof covering.
5. All dwellings and structures located on the lots shall be in compliance with minimum setback requirements of the City of Springdale, Arkansas ordinances.
6. No inoperative or junk motor vehicles or other vehicles shall be permitted to remain upon any lot, lots or public street in said subdivision for a period in excess of 3 days.
7. No obnoxious or offensive activity shall be allowed upon any lot nor shall anything be done on any lot, which may be or become a nuisance to the neighborhood.

8. No structure of a temporary character, trailer, tent, shack, barn, mobile home or outbuilding shall be used on any lot at anytime as a residence, either temporary or permanent.
9. No dwelling, building or other structure of any nature shall be moved onto any lot in said Subdivision. No outbuilding shall be constructed on any lot which exceeds 168 square feet in area or 14 feet in height, and such building shall be so constructed as will not detract from the general appearance of the neighborhood. Said outbuilding to be constructed of substantial materials with exterior siding and roof cognate to the dwelling and with such workmanship as to make said structure attractive to the general neighborhood.
10. Mailboxes must be brick. Address numbers must be engraved stone appropriately inset into dwelling with adequate sizing to meet City of Springdale requirements and to be visible from the street. Yards with street frontage must be sodded. No chain link fence shall be permitted and no fence shall exceed six (6) feet in height.
11. Each dwelling shall have a concrete drive, connecting garage of said dwelling to street: said drive being of adequate width to accommodate two automobiles in total. No dwelling except with attached two- car garage shall be constructed.
12. No communications mast tower or structure of any kind may be installed except miniature direct TV disk less than 24 inches in diameter, must be installed on the back of the dwelling and with the uppermost point of any such equipment to not be less than two feet below the highest point of the roof of the dwelling.
13. No animals or livestock of any kind shall be raised, kept, or bred on any lots except common household pets; if they are not a nuisance to the neighborhood. No poultry of any kind shall be kept on any lots in said Subdivision.
14. Between the building setback line and the curb, there shall be no fence of any kind. No plant, shrubbery, hedge, tree or other fructose naturals shall be planted on any corner lot intersection where said fructose naturals would create traffic hazard.
15. All homes must have a minimum of a 10/12 pitch roof with 25 year, 300 pound architect design shingle.
16. All plans for improvements to be constructed on lots in the subdivision shall be first submitted for review and approved by Darin and Kevin Riggins, who shall compose the architectural control committee.

17. No sign shall erect or maintain upon any lot of improvement any sign or advertisement, except a real estate sign when the property is listed "FOR SALE"
18. No commercial activity may be conducted on the premises. No commercial vehicle(s) may be parked overnight in the streets of this subdivision.
19. These covenants and restrictions are to run with the land and apply to the Subdivision and shall be binding upon all parties, their heirs, and assigns, for a period of twenty-five (25) years from the date hereof. At any time within six (6) months from the expirations period, a majority of the lot owners may express their intention to terminate said covenants and file such termination of public record in the office of the Circuit Clerk and Ex-officio Recorder of Washington county, Arkansas. In the event, no such action is taken, these covenants shall continue for periods of five (5) years and after any of these such five year periods, said covenants may then be terminated in accordance with the terms of the original termination. It is further provided that these protective covenants in their present form, provided that said amendments shall be incorporated in a written instrument executed by not less than a majority of the lot owners of said subdivision and said instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.
20. It is further provided that these covenants and restrictions may be amended at any time provided that said amendments or amendments are set forth in an instrument properly executed by all parties having any right, title or interest in the lots of said Subdivision and properly recorded with the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.
21. If the parties herein or nay 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 proceeding at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions an to either prevent them or them from so doing or to recover damages or other penalties for such violation.
22. In violation of any or all these covenants by judgment of Court Order shall in no way effect any of the other provisions herein contained.


BELMONT ESTATES, LLC

  
Kevin Riggins

ACKNOWLEDGMENT

State of Arkansas  
County of Washington

Subscribed and sworn before me, a Notary Public, this 19 day of July 2001.

  
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Notary Public

My Commission Expires:  
**DONNA J. STEWART**  
NOTARY PUBLIC-ARKANSAS  
WASHINGTON COUNTY  
MY COMMISSION EXPIRES: 05-21-12

2003 4962  
Recorded in the Above  
Deed Book & Page  
02-28-2003 12:31:07 PM  
Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2003/4959  
Term/Cashier: CIRCLK01 / DFirt  
Tran: 519.19148.45943  
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DFE Deed 17.00  
REC Recording Fee 0.00  
Total Fees: \$ 17.00