

**PROTECTIVE COVENANTS AND RESTRICTIVE COVENANTS  
FOR THE STONEGATE SUBDIVISION  
BENTONVILLE, ARKANSAS**

Brenda DeShields  
Circuit Clerk  
Benton County, AR  
Book/Pg: 2013/24591  
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The undersigned, **Stonegate Duplexes, LLC, Blakely J Elder, Matt Elder, Lakeside Holdings, LLC and Evalyn Cottey Revocable Trust II**, the owners of the following described real property situated in Bentonville, Benton County, Arkansas to wit:

**Lots 3 – 8, 10 – 14, 16, 20 – 21, 23, 25, 29, 34, 36 – 37, 40 – 54, 56, 59, 61 – 77 and 78 – 86 Stonegate Subdivision to the City of Bentonville, Arkansas, as shown on plat of record in Plat Book 2005 at page 1353, plat records of Benton County, Arkansas.**

1. Restrictive covenant: On all the above mentioned lots, no dwelling shall be constructed containing more than THREE (3) units on each lot. The lots platted in the Stonegate Subdivision are to be used only for duplex or triplex dwellings. This restriction will continue to be binding on all parties for a period of ten (10) years from the date these covenants are recorded. Furthermore, this particular covenant may not be amended for a period of ten (10) years from the date these covenants are recorded. The City of Bentonville shall be made a party for purposes of enforcing this covenant.
2. Building limitations: The subdivision and building codes of the City of Bentonville, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in Stonegate Subdivision. All dwellings and other improvements shall comply with said ordinances, as they exist on the date of such construction. Any conflict between such ordinances and the provisions of these protective covenants shall be resolved in favor of more restrictive provisions. Building, architectural, and design specifications shall be in accordance with those regulations set forth in the Bentonville zoning ordinance designated R-2
  - A. Minimum square footage:

No dwelling structure shall be constructed upon any lot within Stonegate Subdivision of less than 1,200 square feet of heated living space per unit, further; each dwelling shall have a minimum single car enclosed garage and shall have a concrete driveway. On all lots, no more than THREE (3) units shall be constructed on each lot.
  - B. The exterior of all dwellings shall be of a brick veneer construction on all parts of dwelling below the roof line, except for back wall. Man-made siding of metal, wood or vinyl may be used on gables or any part of structure above first floor roof line or under porches. All roof pitches to be minimum of 6/12 pitch.
  - C. Additions: No additions or modifications to the existing structures without prior approval of the Architectural Committee. Currently designating Kerri Elder as the Architectural Committee. Plans must be submitted prior to beginning any changes to the existing structures.
3. Occupations: Home occupations as defined by Bentonville City Codes shall be prohibited; no manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted or carried on upon any estate or any party thereof.

4. Yard space restrictions and building location: All buildings and permitted accessory buildings shall be located in conformance with city setback standards in regards to the location on the lot. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building: provided, however, this shall not be construed to permit any portion of the building on a lot to encroach upon another lot or easement. No lot shall be subdivided into smaller lots or parcels other than shown on the recorded plat for the purpose of creating additional building sites or lots.
  - A. Landscaping: A minimum of thirty percent (30%) of each such project shall be landscaped open space. Open space includes all portions of the estate except areas covered by buildings, parking areas, drives and other vehicle access areas. All front and side yards to either the fence line or the rears of the house are to be fully sodded within 60 days of completion of the home. All dwellings must have landscaping in the front of at least 15 square feet per unit.
  - B. Lawn maintenance: If the yard, landscaping, fence or external appearance is not kept clean, neat or maintained regularly, the P.O.A. will fine the owner and/or have the work done at the owners expense.
  - C. Fences: Fencing of front yards is prohibited. Fences may not be constructed past the front of the house. Rear yard fences must be brick or wood design. Chain link fences and other forms of wire fencing are specifically prohibited.
  - D. Antennae: No antenna or tower shall be erected on any estate for any purpose, nor shall any antenna or tower be affixed to the outside of any dwelling on any estate, except as may be allowed on a temporary basis by the developers.
5. Off-street parking: All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot, and parking on the streets as shown in the plat of the subdivision shall be prohibited for a period of time exceeding three (3) days. Vehicles of any kind, recreational vehicles and equipment, including but not limited to boats, motor homes, travel trailers, campers and the like, shall not be parked or stored within twenty-five (25) feet of the front lot line for a period of time exceeding three (3) days.
6. Sidewalks: Concrete sidewalks are to be constructed by the contractor at the time the driveway is installed. Sidewalks will be installed on each side of the curb and the width of the sidewalks shall conform to the city of Bentonville ordinances.
7. Signs: No sign or signs shall be displayed to the public view on any estate that:
  - A. Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing and sale of estates.
  - B. Any builder, during the applicable initial construction and sales period, may utilize one professional sign of not more than FIVE (5) square feet in size per estate for advertising and promotion.
  - C. Thereafter, a dignified "for sale" sign on not more than FIVE (5) square feet in size, acceptable to the developers, may be utilized by the estate owner of the respective estate for the sale of the estate.
  - D. Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the City of Bentonville, Arkansas as such standards may be applicable to the property.

8. Temporary structures: No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of temporary character be used for human habitation.
9. Outbuildings: No outbuildings shall be allowed. Cabana structures or gazebos may be built and maintained within the building area, behind the back of the structure, on any lot in the addition. The interior area of a detached cabana will not be included in the determination of the minimum dwelling area.
10. Oil and mining operations: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations, or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained or permitted upon any building site.
11. Removal of dirt: The digging of dirt or the removal of any dirt from any estate is prohibited, except as necessary in conjunction with landscaping, draining, or construction of improvements thereon.
12. Livestock and poultry: No animals, livestock, or poultry of any kind shall be raised or kept on any residential building site except that dogs, cats or other household pets may be kept, provided that they are not kept or maintained for any commercial purposes and further provided that they do not become an annoyance or nuisance to other estate owners. That maximum number of pets allowed per residence is TWO (2).
13. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No trees, incinerator structures, buildings, pavements or similar improvements shall be grown, built or maintained within the area of the utility easements. Owners are hereby put on notice that any structure or plat material in the easements are subject to removal.
14. Nuisances: No obnoxious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereupon, which may be or may become an annoyance or nuisance to the neighborhood. Household pets may be kept, provided they are not kept for commercial purposes. All grass, weeds, and tree sprouts shall be kept neatly cut and shall not be allowed to exceed SIX (6) inches from the ground surface. All landscaping shall be maintained and well kept. All fences or outside structures or outdoor decorations shall be maintained so as not to become unsightly or an annoyance to the neighborhood and kept in a structurally sound and functional condition.
15. Inoperative vehicles: No automobile, truck, bus, tractor or other vehicle, other than a lawn or grass mowing apparatus, shall be left inoperative on any platted lot for a period of more than TEN (10) days.
16. Sight distance at intersections: No fence, wall, hedge or shrub, which obstructs sight lines at intersections in the subdivision, shall be permitted.

17. Utilities: All utilities in this subdivision shall be placed underground.
18. Street lights: The developer of Stonegate Subdivision shall install Street lights on the corners as dictated by the City of Bentonville.
19. Mailboxes: Mailboxes are to be installed by the U.S. Post Office on concrete pads supplied by builders at locations and of size to be U.S. Post office specifications.
20. Trash receptacles and collection: All trash receptacles shall be screened by fences or shrubbery so as not to be generally visible to the public, unless otherwise approved by the developers in writing. Each and every estate owner shall observe and comply with any and all regulations or requirements promulgated by the City of Bentonville, Arkansas in connection with the storage and removal of trash and garbage. All estates shall at all times be kept in a healthful, sanitary and attractive condition. No estate shall be used or maintained as a dumping ground for garbage, trash and junk or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, and which shall be maintained in a clean and sanitary condition. No estate shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any estate may be placed upon such estate at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the estate, or stored in a suitable enclosure in the estate.
21. 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 or developers to prosecute any violations or attempted violation of any such covenant or restrictions, either to prevent the person from doing so or to cover damages or other penal ties for such violation.
22. Covenants to run with the land: These covenants and restrictions are to run with the land and shall be binding on all parties, their heirs and assigns, for a period of 30 years from the date these covenants are recorded; provided, however, that the covenants and restrictions may be amended at any time (with the exception of covenant #1) by at least 75% 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 30 year period set forth above, and any time within SIX (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 actions 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 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 subdivision and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

- 23. 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, but they shall remain in full force and effect.
- 24. Occupancy: In compliance with Fair Housing each unit is designed for ONE (1) family not to exceed TWO (2) persons per bedroom.
- 25. Property Owner Association Dues: Mandatory dues are \$25 per year per lot payable by January 15<sup>th</sup> of each calendar year to care for common areas. Dues are subject to change with a majority rule of 75% of the owners vote.

In witness whereof, the foregoing protective covenants and restrictions of the Stonegate Duplexes, LLC, Blakely J Elder, Matthew C Elder and Sarah Elder, Lakeside Holdings, LLC and Evalyn Cottey Revocable Trust II, the owners of the above mentioned lots in Stonegate Subdivision.

STONEGATE DUPLEXES, LLC

Kerri Elder  
By: Kerri Elder, member

Chris Elder  
By: Chris Elder, member

ACKNOWLEDGEMENT

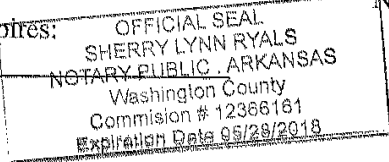
State of Arkansas )  
County of Washington )ss

Be it remembered, that on this day came before the undersigned, a notary public within and for the county aforesaid, duly commissioned and acting, appeared in person the within named **KERRI ELDER AND CHRIS ELDER** as MEMBERS of **STONEGATE DUPLEXES, LLC** and was duly authorized to execute the foregoing instrument for and in the name and behalf of said **LIMITED LIABILITY COMPANY** and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such notary public 26 day of April, 2013.

Sherry Lynn Ryals  
Notary Public

My commission expires:



LAKESIDE HOLDINGS, LLC By: EVALYN COTTEY REVOCABLE TRUST II,  
General Manager

Chris Elder  
By: Chris Lynn Elder, Trustee

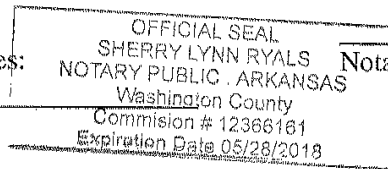
ACKNOWLEDGEMENT

State of Arkansas )  
County of Washington )ss

Be it remembered, that on this day came before the undersigned, a notary public within and for the county aforesaid, duly commissioned and acting, appeared in person the within named **CHRIS ELDER** as Trustee of the Evalyn Cottey Revocable Trust II, as General Manager of **LAKESIDE HOLDINGS, LLC** and was duly authorized to execute the foregoing instrument for and in the name and behalf of said **LIMITED LIABILITY COMPANY** and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such notary public 26 day of April, 2013.

My commission expires:



Sherry Lynn Ryals  
Notary Public

Matthew C Elder  
Matthew C Elder

Sarah Elder  
Sarah Elder

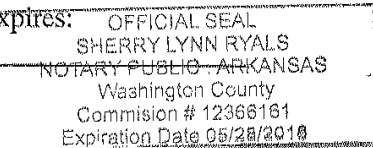
ACKNOWLEDGEMENT

State of Arkansas )  
County of Washington )ss

Be it remembered, that on this day came before the undersigned, a notary public within and for the county aforesaid, duly commissioned and acting, appeared in person the within named **MATTHEW C ELDER AND SARAH ELDER**, and are duly authorized to execute the foregoing instrument and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such notary public 26 day of April, 2013.

My commission expires:



Sherry Lynn Ryals  
Notary Public

**EVALYN COTTEY REVOCABLE TRUST II**

*Chris Lynn Elder*

By: Chris Lynn Elder, Trustee

**ACKNOWLEDGEMENT**

State of Arkansas )  
County of Washington )ss

Be it remembered, that on this day came before the undersigned, a notary public within and for the county aforesaid, duly commissioned and acting, appeared in person the within named **CHRIS LYNN ELDER** as the Trustee of the **EVALYN COTTEY REVOCABLE TRUST II** and is duly authorized to execute the foregoing instrument and further stated and acknowledged that **THEY** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such notary public 26 day of April, 2013.

*Sherry Lynn Ryals*  
Notary Public

My commission expires: OFFICIAL SEAL  
SHERRY LYNN RYALS  
NOTARY PUBLIC - ARKANSAS  
Washington County  
Commission # 12366161  
Expiration Date 09/28/2018

*Blakely J Elder*  
Blakely J Elder

**ACKNOWLEDGEMENT**

State of Arkansas )  
County of Washington )ss

Be it remembered, that on this day came before the undersigned, a notary public within and for the county aforesaid, duly commissioned and acting, appeared in person the within named **BLAKELY J ELDER**, and is duly authorized to execute the foregoing instrument and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such notary public 26 day of April, 2013.

*Sherry Lynn Ryals*  
Notary Public

My commission expires: OFFICIAL SEAL  
SHERRY LYNN RYALS  
NOTARY PUBLIC - ARKANSAS  
Washington County  
Commission # 12366161  
Expiration Date 09/28/2018

Tran: 238028  
Total Fees: \$45.00

Benton County, AR  
I certify that this instrument was Electronically filed  
on 05/07/2013 1:54PM  
in DEED Book 2013 Pages 24591 - 24598  
Brenda DeShields-Circuit Clerk

