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Brenda DeShields-Circuit Clerk

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Publ Fees: \$ 14.00


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**RATIFICATION OF THE PLAT OF
SILVERSTONE SUBDIVISION, PH I
(f/k/a BLUFF VIEW ESTATES, PH I)**

waco spr 0400513 Ben Acosta

The undersigned Managing Members of Next Generation Residential, LLC, as owners, do hereby ratify and confirm the Plat of SILVERSTONE SUBDIVISION, PHASE I (f/k/a BLUFF VIEW ESTATES, PHASE I), filed June 16, 2003 in Plat Record 2003 at Page 471, as though their signatures had appeared on said plat at the time of filing.



Trey Trumbo

2004 8798
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ACKNOWLEDGMENT

STATE OF ARKANSAS} ss.

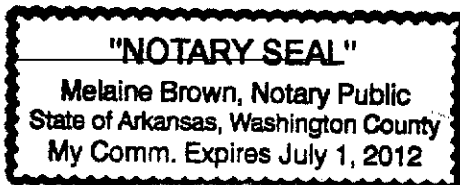
COUNTY OF WASHINGTON }

On this 27th day of February, 200~~3~~⁴, before me, a notary public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Trey Trumbo to me personally known, who stated that they were the Member/Managers of Next Generation Residential, LLC, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said entity, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal
this 27th day of

February, 2004.

My Commission expires:



Melaine Brown
Notary Public

SPACE ABOVE THIS LINE FOR RECORDING DATA

RECORDING COVER SHEET

WACO TITLE COMPANY, INC.

212 W. EMMA AVE.
SPRINGDALE, AR 72764

RATIFICATION OF PLAT

**RATIFICATION OF PLAT EXECUTED BY MANAGING MEMBER OF NEXT
GENERATION RESIDENTIAL, LLC FOR SILVERSTONE SUBDIVISION,
PHASE 1, FILED JUNE 16, 2003.**

2004 8799

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Deed Book & Page

03-04-2004 03:35:10 PM

Brenda DeShields-Circuit Clerk

Benton County, AR

Benton County, AR

I certify this instrument was filed on

03-04-2004 03:35:10 PM

and recorded in Deed Book

2004 at pages 8797 - 8799

Brenda DeShields-Circuit Clerk

**RESTRICTIVE COVENANTS
SILVERSTONE SUBDIVISION, PHASE I
TO THE CITY OF SPRINGDALE, BENTON COUNTY,
ARKANSAS**

WHEREAS, NEXT GENERATION RESIDENTIAL, LLC, an Arkansas limited liability company (hereinafter called "Owner"), is the owner of the real property located in the City of Springdale, Benton County, Arkansas (hereinafter called the "Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes and commonly known as Silverstone Subdivision, Phase I, (the "Subdivision"); and

WHEREAS, Owner has subdivided the Property into single family lots, which lots are more particularly described as Lots 1 through 94, Silverstone Subdivision, Phase I, a Subdivision of the City of Springdale, Benton County, Arkansas recorded in Plat Book 2003 at page 471 in the map or plat records of Benton County, Arkansas, (such Lots being hereinafter collectively called "Single Family Lots" and individually as a "Single Family Lot" or a "Lot"); and

WHEREAS, Owner has purchased the Property and plans to sell the Single Family Lots to persons who will construct thereon single family residences, and desires to impose on the Single Family Lots mutually beneficial restrictions under a general plan of improvements for the benefit of all Single Family Lots and the future owners of the Property.

NOW, THEREFORE, Owner hereby declares and agrees that the covenants and restrictions hereinafter set forth are to run with the Single Family Lots for the purpose of enhancing and protecting their value and desirability and shall benefit and be binding upon all parties and all persons owning Single Family Lots, and their heirs, personal representatives, successors and assigns. Any and all contracts, purchase agreements, or deeds affecting any Single Family Lots shall be deemed to have these covenants and restrictions incorporated therein by reference, and any and all such contracts, purchase agreements, or deeds affecting any Single Family Lot shall be conclusively held to have been executed, delivered, and accepted with full knowledge of all covenants and restrictions contained herein. Furthermore, it is expressly declared and agreed that these covenants also benefit the Owner and future owners of the Property because of the interest of the Owner and such future owners in having the entire Property maintained in an attractive manner for the benefit of all owners of any portion of the Property.

1. ARCHITECTURAL CONTROL COMMITTEE.

(a) DESIGNATION. Developer shall appoint three individuals to serve as an architectural control committee (hereinafter called the "Committee"). The Committee may designate a representative to act for it. Until such time as Owner no longer owns any interest in the Property, members of the Committee may be removed for any reason by Owner, and in the event of the death, resignation or removal of a member of the Committee, Owner shall have full authority to designate a successor. At such time as Owner no longer owns any interest in the Property, the rights of the Owner with respect to removal and appointment of members of the Committee shall vest in the record owners of the Single Family Lots, who may exercise such rights by a majority vote.

(b) AUTHORITY. No building, fence or other structure shall be erected, placed or altered on any Single Family Lot until plans and specifications therefore have been submitted to and approved by the Committee. Following the completion of construction, no building, fence or other structure shall be occupied or otherwise utilized until the Committee has determined that the complete building, fence or other structure was erected, placed or altered on the Single Family Lot in compliance with the approved plans and specifications.

(c) **PROCEDURE.** Plans and specifications shall be submitted to the Committee at least fifteen (15) days prior to the commencement of any construction. These plans and specifications shall include at least the following: (1) plans and elevations of all faces of the structures; (2) a description of all exterior construction materials; and (3) a statement certifying the square footage of heated area. The Committee shall review the plans and specifications and notify the owner in writing of its approval or disapproval. If said Committee fails to approve or disapprove said plans and specifications within fifteen (15) days after the same has been submitted to it, they will be deemed to have been approved by the Committee. A completed building, fence or other structure shall be deemed to have been constructed in compliance with the plans and specifications unless within sixty (60) days after completion of construction the Committee places on record an instrument setting forth its disapproval. Any disapproval shall set forth the elements disapproved and the reason or reasons therefore, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive. The Committee may approve any deviation from these covenants and restrictions, as the Committee, in its sole and absolute discretion, deems consistent with the purposes hereof. Approval by the Committee of the plans and specifications or its determination that the completed building, fence or other structure has been constructed in accordance with the plans and specifications shall be deemed to be an acknowledgment by the Committee that such are in accordance with these covenants and restrictions and such acknowledgment shall be binding against the owners of the Single Family Lots and the Property.

Review and approval of plans and specifications by the Committee will be made on the basis of aesthetic considerations only and the Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements.

2. **USE.** None of the Single Family Lots shall be used for other than single-family residence purposes. There shall not exist on any Single Family Lot at any time more than one residence. No building erected on a Single Family Lot shall exceed two stories in height. No permanent tent, shack or barn shall be allowed or permitted to be placed or erected on any Single Family Lot. No trailer, temporary building, outbuilding, or guesthouse shall be erected on any of the Single Family Lots without the prior written approval of the Committee. Except as provided herein, no trade or business of any kind shall be conducted upon a Single Family Lot or any part thereof. Only construction of new buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a Single Family Lot and remodeling or converting same into a dwelling house.

No trade or business may be conducted in, upon, or from any Single Family Lot or any building thereon, except that an Owner or occupant of a residence may conduct business activities within the residence so long as the following conditions are met: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve regular visitation of the residence by clients, customers, suppliers or other business invitees or door to door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision.

3. **BUILDING AREA.** All buildings on Single Family Lots must be constructed in accordance with any and all applicable City codes, rules and regulations. Any single family residence shall have at least 1350 square feet of heated area, excluding porches, garages, and breezeways. Two story dwellings shall have a minimum of 1000 square feet of heated area on the first level.

4. **BUILDING MATERIALS.** All buildings on Single Family Lots must be constructed in accordance with all applicable City codes, rules and regulations applicable to building materials. Additionally, the following shall apply to all residences constructed within the Subdivision:

- (a) All foundations shall be constructed of #1 grade concrete block or shall be constructed by using a monolithic poured concrete slab method.
- (b) All roof overhangs will be a minimum of six inches (6").
- (c) Roof pitches will not be less than 5/12 and all roofs must be architectural shingles
- (d) All fascia boards will be of 2" x 6" construction and covered with aluminum or vinyl siding.
- (e) All residence exteriors must be at least 100% brick on the front and sides, excluding gables. All soffit, fascia and siding shall be maintenance free vinyl, stucco or stucco.

5. **FENCES.** All fences shall be of new materials only. There shall be no wire, hog wire, barbed wire, chain link, or similar materials used for exterior fencing. No fence on any Single Family Lot shall exceed, toward the front property line, past the front building line. All fences shall be maintained in an attractive manner. No required privacy fence on any Single Family Lot shall be less than 5½ feet in height, nor shall it exceed eight (8) feet in height. All wood privacy fences shall have the "good" side facing the street and the "skeletal" side facing the interior of the Lot. Additionally, all wood, brick, stone or masonry fences shall allow for any drainage area particular to that lot by having an unobstructed (2) inches between the bottom of the fence and ground cover excluding fence post in the area where drainage must pass. It being the intent and purpose of this provision to allow proper drainage under all fencing on all lots.

6. **UTILITIES.** All utilities, including without limitation telephone wiring, shall be placed below grade, except that transformers or any other equipment, which is impractical to place below grade, may be placed above grade.

7. **AIR CONDITIONING APPARATUS.** No air conditioning apparatus shall be installed on the ground in front of a residence unless approved by the Architectural Control Committee. No air conditioning apparatus or evaporation cooler shall be installed on any front wall of a residence.

8. **GARAGES.** Any garages constructed on any Lot shall be not less than one (2) car size and shall be fully enclosed and contain full-length doors at the entrance way thereto. No garage shall be used by anyone other than the Owner of a Lot on which the garage is situated or his family or bona fide guest. Each residence shall have a concrete driveway connecting the garage to the street, and each drive way shall be a minimum of 16 feet wide.

No garage may be enclosed for living purposes when initially constructed. The owner may choose to use the garage as heated space, but shall leave the garage door in place and otherwise leave the appearance of the outside of the residence the same. Carports will not be allowed to be constructed on any Lot or attached to any residence within the Subdivision without the prior approval of the Committee.

9. **WATER AND SEWER.** No individual water supply system or sewage disposal system shall be permitted on any Single Family Lot and all dwellings must attach to such facilities as are provided by the water and sanitation district serving the area.

10. **MINERAL EXPLORATION DEVELOPMENT.** No operations for mining or exploration for or removal of any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind shall be conducted on any Single Family Lot.

11. **SIGNS.** No signs whatsoever (movable or affixed) including, but not limited to, commercial and similar signs, which are visible from adjacent property or from public thoroughfares shall be erected or maintained on any lot, with the exception of the following:

- (a) Such signs as may be required by law.
- (b) A residential identification sign not more than twenty-four (24) by twenty-four (24) inches in height and width.
- (c) During the time of construction of any residences or other improvements, on job identification signs not larger than thirty-two (32) by twenty-four (24) inches in height and width.
- (d) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in the Springdale Springs, Benton County, Arkansas area to advertise the sale or rental of individual parcels of residential real property.

The provisions of this paragraph shall not prevent the Owner from constructing, erecting or maintaining structures or signs of any content or size on Lots owned by it when the Owner, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Single Family Lots or other portions of the Property. In addition, the provisions of this paragraph shall not prevent any home builder from erecting or maintaining signs of any size advertising model homes on Lots owned by such home builder provided that such signs are in compliance with all applicable ordinances of the City of Siloam Springs, Arkansas.

12. **ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Single Family Lot, except that dogs, cats or other household pets may be kept thereon; provided that they are not kept, bred or maintained for any commercial purpose; and provided that no more than three (3) household pets may be kept on any Single Family Lot at any one time. No household pet shall be allowed to become a nuisance to the adjoining Single Family Lot owners.

13. **CLOTHESLINES.** Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained except within a wood privacy fenced back yard or otherwise concealed and not visible from public thoroughfares.

14. **MACHINERY AND EQUIPMENT.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Single Family Lot, except such machinery or equipment as is usual and customary in the Springdale area in connection with the use and maintenance or construction of a private residence or appurtenant structures; provided, however, such machinery or equipment may be so placed, operated or maintained by any governmental or quasi-governmental agency or a public utility. However, machinery and equipment for a home workshop may be placed, operated and maintained inside a private residence, including an enclosed garage. No playground equipment of any kind will be allowed in the front yards of any residences.

15. **ANTENNAS AND SIGNALS.** No exterior antenna or other device for the transmission or reception of any form of electromagnetic radiation shall be erected, used or maintained on any Single Family Lot, unless the same is appropriately screened so as to not be visible from the front of any other

Single Family Lot or any public street. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Single Family Lot which may unreasonably interfere with the reception of television or radio signals on any other Single Family Lot. No satellite dish antenna shall be erected unless the same is appropriately screened so as to not be visible from the front of any other Single Family Lot or any public street.

16. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities serving the Single Family Lots are reserved as shown on the recorded plat of the Subdivision referred to herein. Within these easements, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may materially change the direction of flow, obstruct, or retard the flow of water in and through the drainage channels across such easements. The easement area of each Single Family Lot and all improvements in it shall be maintained continuously by the owner of the Single Family Lot, except for those improvements for which one or more public authorities or utilities are responsible. By acceptance of a deed to any such Lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any and all easements which may traverse any portion of said Lot.

17. TEMPORARY STRUCTURES, VEHICLES. No inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from the adjacent property or any public thoroughfare; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved in accordance herewith. Any temporary construction shelter or facility shall only be permitted or allowed with the prior written approval of the Committee. In addition, no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed or repaired upon any Single Family Lot or the Property or any street or private driveway in such a manner as will be visible from neighboring property or any public thoroughfares, except for normal, routine maintenance of motor vehicles and/or minor repairs which typically do not take longer than seventy-two (72) hours. No trailer, tent, camper, mobile home, shack, garage or other temporary structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair or remodeling of a dwelling shall be removed immediately after the completion of construction. No trailer, boat, camper, recreation or commercial vehicle shall be permanently parked or stored in such a manner so as to be directly visible from any public thoroughfares. Permanently parked is deemed to designate the customary location of these vehicles when not in use.

18. PARKING AND PROHIBITED VEHICLES.

(a) Parking. Occupant vehicles shall be parked only in the garage or driveway serving the residence dwelling. No occupant vehicles may be parked overnight on any of the streets of the Subdivision. Single Family Lot owners shall provide sufficient off street parking to accommodate vehicles used by their family. For purposes of this provision a vehicle is considered an "occupant" if it is parked on or by the Lot or residence four (4) or more hours per day, four (4) or more days in any seven (7) day period. On-street parking on a temporary basis is allowed for visitors and guests.

(b) Prohibited Vehicles. Commercial vehicles, vehicles primarily used or designed for commercial purposes, commercial or heavy tractors, and semi-trailer trucks shall not be allowed to park in the Subdivision, either on the streets or on a privately owned Single Family Lot.

19. OUTBUILDINGS. As previously mentioned, only outbuildings approved by the Committee will be permitted on any Single Family Lot. No outbuilding shall be placed or constructed on any Single Family Lot which shall exceed 150 square feet in area. Any such outbuildings so permitted shall not detract from the general appearance of the neighborhood. All outbuildings permitted shall be pre-

manufactured outbuildings of sound construction, and the quality of appearance shall be approved by the Committee. No sheet iron, tin or scrap or unpainted or unfinished metal shall be used for siding or roof or any part thereof; notwithstanding the foregoing, pre-manufactured metal outbuildings, as may be approved by the Committee, will be permitted. Any such permitted outbuildings shall only be placed on any Single Family Lot with the prior written approval of the Committee.

20. **NUISANCES.** The land and improvements constituting or located on each Single Family Lot shall not be used so as to disturb the neighborhood or occupants of the adjacent property, nor to constitute a nuisance, nor to violate any public law, ordinance or regulation from time to time applicable thereto. No such land and improvements shall be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes, liquids, noises or other such materials or conditions. Except during the period of construction of a home or other structure, or during time required for the improvement or maintenance of a home or other structure, no owner shall permit any rubbish or debris of any kind to be placed or to accumulate upon any Single Family Lot. No owner shall permit any thing or condition to exist upon any Single Family Lot which shall induce, breed, or harbor diseases or insects or other pests. No lighting or illumination of any type shall be placed upon a Single Family Lot in such a manner as to cause unreasonable glare or illumination on any other Single Family Lot or on public thoroughfares.

21. **GENERAL MAINTENANCE.** Each Owner shall maintain and care for all improvements and all trees, foliage, plants and lawns on his or her Single Family Lot and otherwise keep his or her Single Family Lot and all improvements thereon in a neat manner and prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Single Family Lot, and otherwise keep his or her Single Family Lot in conformity with the general character and quality of properties in the immediate area. In addition, by acceptance of a deed to any Lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain said Lot in a neat and clean condition at all times.

22. **PARTIAL INVALIDITY.** Invalidation of any of these covenants, restrictions or conditions, by court judgment or otherwise, shall not affect, in any way, the validity of the other covenants, restrictions or conditions, all of which shall remain in force and in effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

23. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity by the owner of any Single Family Lot, the Owner or any future owner of any part of the Property against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages, or both.

24. **RIGHT TO ASSIGN.** The Owner may, by appropriate instruments, assign or convey to any person, organization or corporation, any or all rights, reservations, easements and privileges herein reserved by the Owner. Upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as Owner may exercise, transfer or assign such rights, reservations, easements and privileges.

25. **NOTICES.** All notices given or required to be given to an Owner shall be sent via the United States mail, postage prepaid, certified or registered, return receipt requested.

26. **OWNER'S ACTIVITIES.** Notwithstanding anything to the contrary contained herein, the Owner, its successors and assigns, reserves for itself and its designated agent or agents the right to use any Single Family Lot owned by it for a temporary office location and the right to place thereon a sign or signs.

27. **TERM.** These covenants and restrictions are to run with the Property and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, after which time said easements and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of 75% or more of the Single Family Lots has been recorded, agreeing to terminate said covenants and restrictions or change them in whole or in part.

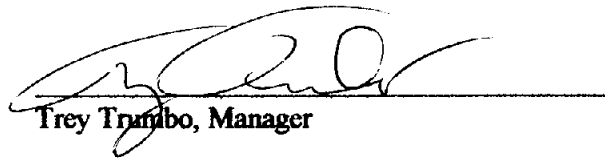
28. **AMENDMENT OR MODIFICATION.** The restrictions contained herein may at any time be altered, amended or modified by written declaration, signed and acknowledged by the owners of 75% or more of the Single Family Lots and recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas. Notwithstanding the above, no alteration or modification of the covenants and restrictions contained herein may be made prior to December 31, 2006, without the express written consent of either the Owner or of the person or entity to whom the Owner shall have expressly assigned its rights under this paragraph. Notwithstanding any provisions hereof to the contrary, the Owner may at its sole discretion and without consent being required of anyone: (i) modify, amend, or repeal any one or more of these covenants and restrictions at any time prior to the closing of the sale of the last Single Family Lot, provided said amendment, modification or repeal is in writing and properly recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas; and/or (ii) amend these covenants and restrictions to cause these covenants and restrictions to be in compliance with any and all applicable laws, rules and regulations (including without limitation any and all applicable laws, rules and regulations of the Federal Housing Administration and/or the Veterans Administration).

29. **LANDSCAPING.** All Lots shall be sodded to the back of the home and the balance shall be Seeded and graded. These landscaping requirements shall be installed or planted in the yards of each Lot within thirty (30) days of completion of the residence.

Executed as of this 26 day of May, 2003

NEXT GENERATION RESIDENTIAL, LLC

By:


Trey Trumbo, Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF Washington)

BE IT REMEMBERED that on this day came before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, appeared in person the within named Trey Trumbo to me personally known, who stated that he is a member of NEXT GENERATION RESIDENTIAL, LLC, an Arkansas Limited Liability Corporation and is duly authorized to execute the

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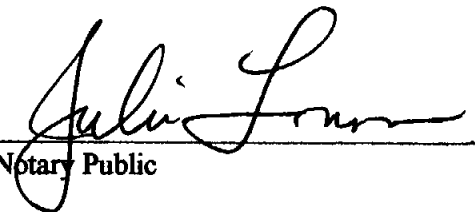
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Benton County, AR

foregoing instrument for, in the name of, and on behalf of said corporation, 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.

IN TESTIMONY THEREOF, I have hereunto set my hand and official seal this 26th day of June, 2003.



Notary Public

My Commission Expires: 6/22/2008

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REC Recording Fee	0.00
Total Fees: \$ 29.00	

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05-25-2004 09:42:27 AM
Granda DeShields-Circuit Clerk
Benton County, AR

RESTRICTIVE COVENANTS
SILVERSTONE SUBDIVISION
TO THE CITY OF SPRINGDALE, BENTON COUNTY,
ARKANSAS

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WHEREAS, Owner has purchased the Property and plans to sell the Single Family Lots to persons who will construct thereon single family residences, and desired to impose on the Single Family Lots mutually beneficial restrictions under a general plan of improvements for the benefit of all Single Family Lots and the future owners of the Property.

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Springdale
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Total Fee: \$ 65.00

appointment of members of the Committee shall vest in the record owners of the Single Family Lots, who may exercise such rights by a majority vote.

- (b) AUTHORITY. No building, fence or other structure shall be erected, placed or altered on any Single Family Lot until plans and specifications therefore have been submitted to and approved by the Committee. Following the completion of construction, no building, fence or other structure shall be occupied or otherwise utilized until the Committee has determined that the complete building, fence or other structure was erected, placed or altered on the Single Family Lot in compliance with the approved plans and specifications.
- (c) PROCEDURE. Plans and specifications shall be submitted to the committee at least fifteen (15) days prior to the commencement of any construction. These plans and specifications shall include at least the following: (1) plans and elevations of all views of the structures; (2) a description of all exterior construction materials; and (3) a statement certifying the square footage of heated area. The Committee shall review the plans and specifications and notify the owner in writing of its approval or disapproval. If said Committee fails to approve or disapprove said plans and specifications within fifteen (15) days after the same has been submitted to it, they will be deemed to have been approved by the Committee. A completed building, fence or other structure shall be deemed to have been constructed in compliance with the plans and specifications unless within sixty (60) days after completion of construction the Committee places on record an instrument setting forth its disapproval. Any disapproval shall set forth the elements disapproved and the reason or reasons therefore, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive. The Committee may approve any deviation from these covenants and restrictions, as the Committee, in its sole and absolute discretion, deems consistent with the purposes hereof. Approval by the Committee of the plans and specifications or its determination that the completed building, fence or other structure has been constructed in accordance with the plans and specifications shall be deemed to be an acknowledgment by the Committee that such are in accordance with these covenants and restrictions and such acknowledgment shall be binding against the owners of the Single Family Lots and the Property.

Review and approval of plans and specifications by the Committee will be made on the basis of aesthetic considerations only and the Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirement

2. USE. None of the Single Family Lots shall be used for other than single-family residence purposes. There shall not exist on any Single Family Lot at any time more than one residence. No building erected on a Single Family Lot shall exceed two stories in height. No permanent tent, shack or barn shall be allowed or permitted to be placed or erected on any Single Family Lot. No trailer, temporary building, outbuilding, or guesthouse shall be erected on any of the Single Family Lots without the prior written approval of the Committee. Except as provided herein, no trade or business of any kind shall be conducted upon a Single Family Lot or any part thereof. Only construction of new buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a Single Family Lot and remodeling or converting same into a dwelling house.

No trade or business may be conducted in, upon or from any Single Family Lot or any building thereon, except that an Owner or occupant of a residence may conduct business activities within the residence so long as the following conditions are met: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve regular visitation of the residence by clients, customers, suppliers or other business invitees or door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision.

3. BUILDING AREA. All buildings on Single Family Lots must be constructed in accordance with any and all applicable city codes, rules and regulations. Any single family residence shall have at least 1335 square feet of heated area, excluding porches, garages, and breezeways. Two story dwellings shall have a minimum of 1000 square feet of heated area on the first level.
4. BUILDING MATERIALS. All buildings on Single Family Lots must be constructed in accordance with all applicable city codes, rules and regulations applicable to building materials. Additionally, the following shall apply to all residences constructed within the Subdivision:
- (a) All foundations shall be constructed of #1 grade concrete block or shall be constructed by using a the concrete slab method.
 - (b) All roof overhangs will be a minimum of six inches (6").
 - (c) Roof pitches will not be less than 5/12 and all roofing material must be architectural shingles.
 - (d) All fascia boards will be of 2"x 6" construction and covered with aluminum or vinyl siding.

- (e) All residence exteriors must be at least 90% brick and/or stone on the front and sides, excluding gables. All soffit, fascia and siding shall be maintenance free vinyl, steal or stucco.
5. FENCES. All fences shall be of new materials only. There shall be no wire, hog wire, barbed wire, chain link, or similar materials used for exterior fencing. No fence on any Single Family Lot shall exceed, toward the front property line, past the front building line. All fences shall be maintained in an attractive manner. No required privacy fence on any Single Family Lot shall be less than 5 1/2 feet in height, nor shall it exceed eight (8) feet in height. All wood privacy fences shall have the "good" side facing the street and the "skeletal" side facing the interior of the Lot. Additionally, all wood, brick, stone or masonry fences shall allow for any drainage area particular to that lot by having an unobstructed (2) inches between the bottom of the fence and ground cover excluding fence post in the area where drainage must pass; it being the intent and purpose of this provision to allow proper drainage under all fencing on all lots.
6. UTILITIES. All utilities, including without limitation telephone wiring, shall be placed below grade, except that transformers or any other equipment, which is impractical to place below grade, may be placed above grade.
7. AIR CONDITIONING APPARATUS. No air conditioning apparatus shall be installed on the ground in front of a residence unless approved by the Architectural Control Committee. No air conditioning apparatus or evaporation cooler shall be installed on any front wall of a residence.
8. GARAGES. Any garages constructed on any Lot shall be not less than one (2) car size and shall be fully enclosed and contain full-length doors at the entrance way thereto. No garage shall be used by anyone other than the Owner of a Lot on which the garage is situated or his family or bona fide guest. Each residence shall have a concrete driveway connecting the garage to the street, and each drive way shall be a minimum of 16 feet wide.
- No garage may be enclosed for living purposes when initially constructed. The owner may choose to use the garage as heated space, but shall leave the garage door in place and otherwise leave the appearance of the outside of the residence the same. Carports will not be allowed to be constructed on any Lot or attached to any residence within the Subdivision without the prior approval of the Committee.
9. WATER AND SEWER. No individual water supply system or sewage disposal system shall be permitted on any Single Family Lot and all dwellings must attach to such facilities as are provided by the water and sanitation district serving the area.
10. MINERAL EXPLORATION DEVELOPMENT. No operations for mining or exploration for or removal of any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind shall be conducted on any Single Family Lot.

11. SIGNS. No signs whatsoever (movable or affixed) including, but not limited to commercial and similar signs, which are visible from adjacent property or from public thoroughfares shall be erected or maintained on any lot, with the exception of the following:

- (a) Such signs as may be required by law
- (b) A residential identification sign not more than twenty-four (24) by twenty-four (24) inches in height and width.
- (c) During the time of construction of any residences or other improvements, on job identification signs not larger than thirty-two (32) by twenty-four (24) inches in height and width.
- (d) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in the Springdale, Benton County, Arkansas area to advertise the sale or rental of individual parcels of residential real property.

The provisions of this paragraph shall not prevent the Owner from constructing, erecting or maintaining structures or signs of any content or size on Lots owned by it when the Owner, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Single Family Lots or other portions of the Property. In addition, the provisions of this paragraph shall not prevent any home builder from erecting or maintaining signs of any size advertising model homes on Lots owned by such home builder provided that such signs are in compliance with all applicable ordinances of the City of Springdale, Arkansas.

12. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Single Family Lot, except that dogs, cats or other household pets may be kept thereon; provided that they are not kept, bred or maintained for any commercial purpose; and provided that no more than three (3) household pets may be kept on any Single Family Lot at any one time. No household pet shall be allowed to become a nuisance to the adjoining Single Family Lot owners.
13. CLOTHESLINES. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained except within a wood privacy fenced back yard or otherwise concealed and not visible from public thoroughfares.
14. MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Single Family Lot, except such machinery or equipment as is usual and customary in the Springdale area in connection with the use and maintenance or construction of a private residence or appurtenant structures; provided, however, such machinery or equipment may be so placed, operated or maintained by any governmental or quasi-governmental agency or a public utility. However, machinery and equipment for a home workshop may be placed, operated and maintained inside a private

residence, including an enclosed garage. No playground equipment of any kind will be allowed in the front yards of any residences.

15. ANTENNAS AND SIGNALS. No exterior antenna or other device for the transmission or reception of any form of electromagnetic radiation shall be erected, used or maintained on any Single Family Lot, unless the same is appropriately screened so as to not be visible from the front of any other Single Family Lot or any public street. No radio signals television signals or any other form of electromagnetic radiation shall originate from any Single Family Lot which may unreasonably interfere with the reception of television or radio signals on any other Single Family Lot. No satellite dish antenna shall be erected unless the same is appropriately screened so as to not be visible from the front of any other Single Family Lot or any public street.
16. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities serving the Single Family Lots are reserved as shown on the recorded plat of the Subdivision referred to herein. Within these easements, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may materially change the direction of flow, obstruct, or retard the flow of water in and through the drainage channels across such easements. The easement area of each Single Family Lot and all improvements in it shall be maintained continuously by the owner of the Single Family Lot, except for those improvements for which one or more public authorities or utilities are responsible. By acceptance of a deed to any such Lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any and all easements which may traverse any portion of said Lot.
17. TEMPORARY STRUCTURES, VEHICLES. No inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from the adjacent property or any public thoroughfare; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved in accordance herewith. Any temporary construction shelter or facility shall only be permitted or allowed with the prior written approval of the Committee. In addition, no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed or repaired upon any Single Family Lot or the property or any street or private driveway in such a manner as will be visible from neighboring property or any public thoroughfares, except for normal, routine maintenance of motor vehicles and/or minor repairs which typically do not take longer than seventy-two (72) hours. No trailer, tent, camper, mobile home, shack, garage or other temporary structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair or remodeling of a dwelling shall be removed immediately after the completion of construction. No trailer, boat, camper, recreation or commercial vehicle shall be permanently parked or stored in such a manner so as to be directly visible from any public thoroughfares. Permanently parked is deemed to designate the customary location of these vehicles when not in use.

18. PARKING AND PROHIBITED VEHICLES

- (a) PARKING. Occupant vehicles shall be parked only in the garage or driveway serving the residence dwelling. No occupant vehicles may be parked in any of the grassed areas visible from the street or overnight on any of the streets of the Subdivision. Single Family Lot owners shall provide sufficient off street parking to accommodate vehicles used by their family. For purposes of this provision a vehicle is considered an "occupant" if it is parked on or by the Lot or residence four (4) or more hours per day, four (4) or more days in any seven (7) day period. On-street parking on a temporary basis is allowed for visitors and guests.
- (b) PROHIBITED VEHICLES. Commercial vehicles, vehicles primarily used or designed for commercial purposes, commercial trucks or heavy tractors and semi-trailer trucks shall not be allowed to park in the Subdivision, either on the streets or on a privately owned Single Family Lot.

19. OUTBUILDINGS. As previously mentioned, only outbuildings approved by the Committee will be permitted on any Single Family Lot. No outbuilding shall be placed or constructed on any Single Family Lot which shall exceed 150 square feet in area. Any such outbuildings so permitted shall not detract from the general appearance of the neighborhood. All outbuildings permitted shall be pre-manufactured outbuildings of sound construction, and the quality of appearance shall be approved by the Committee. No sheet iron, tin or scrap or unpainted or unfinished metal shall be used for siding or roof or any part thereof; notwithstanding the foregoing, pre-manufactured metal outbuildings, as may be approved by the Committee, will be permitted. Any such permitted outbuildings shall only be placed on any Single Family Lot with the prior written approval of the Committee.

20. NUISANCES. The land and improvements constituting or located on each Single Family Lot shall not be used so as to disturb the neighborhood or occupants of the adjacent property, or to constitute a nuisance, or to violate any public law, ordinance or regulation from time to time applicable thereto. No such land and improvements shall be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes, liquids, noises or other such materials or conditions. Except during the period of construction of a home or other structure, or during time required for the improvement or maintenance of a home or other structure, no owner shall permit any rubbish or debris of any kind to be placed or to accumulate upon any Single Family Lot. No owner shall permit any thing or condition to exist upon any Single Family Lot which shall induce, breed, or harbor diseases or insects or other pets.

No lighting or illumination of any type shall be placed upon a Single Family Lot in such a manner as to cause unreasonable glare or illumination on any other Single Family Lot or on public thoroughfares.

21. GENERAL MAINTENANCE. Each owner shall maintain and care for all improvements and all trees, foliage, plants and lawns on his or her Single Family Lot and otherwise keep his or her Single Family Lot and all improvements thereon in a neat manner and prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Single Family Lot, and otherwise keep his or her Single Family Lot in conformity with the general character and quality of properties in the immediate area. In addition, by acceptance of a deed to any Lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain said Lot in a neat and clean condition at all times.
22. PARTIAL INVALIDITY. Invalidation of any of these covenants, restrictions or conditions, by court judgment or otherwise, shall not affect, in any way, the validity of the other covenants, restrictions or conditions, all of which shall remain in force and in effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.
23. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity by the owner of any Single Family Lot, the Owner or any future owner of any part of the Property against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages, or both.
24. RIGHT TO ASSIGN. The Owner may, by appropriate instruments, assign or convey to any person, organization or corporation, any or all rights, reservations, easements and privileges herein reserved by the Owner. Upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as Owner may exercise, transfer or assign such rights, reservations, easements and privileges.
25. NOTICES. All notices given or required to be given to an Owner shall be sent via the United States mail, postage prepaid, certified or registered, return receipt requested.
26. OWNER'S ACTIVITIES. Notwithstanding anything to the contrary contained herein, the Owner, its successors and assigns, reserves for itself and its designated agent or agents the right to use any Single Family Lot owned by it for a temporary office location and the right to place thereon a sign or signs.
27. TERM. These covenants and restrictions are to run with the Property and shall be binding on all parties and all persons claiming under them for a period of twenty-five(25) years from the date they are recorded, after which time said easements and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of 75% or more of the Single Family Lots has been recorded, agreeing to terminate said covenants and restrictions or change them in whole or in part.
28. AMENDMENT OR MODIFICATION. The restrictions contained herein may at any time be altered, amended or modified by written declaration, signed and acknowledged by the owners of 75% or more of the Single Family Lots and recorded in the office of the Circuit Clerk and

SUBDIVISIÓN RESTRICTIVA DE LOS CONVENIOS SILVERSTONE A LA
CIUDAD DESPRINGDALE, CONDADO DE BENTON, ARKANSAS

MIENTRAS QUE, GENERACIÓN SIGUIENTE RESIDENCIAL, LLC, una compañía de responsabilidad limitada de Arkansas (más abajollamada "dueño"), es el dueño de la característica verdadera situada en la ciudad deSpringdale, Condado De Benton, Arkansas (más abajo llamado la "característica") describió másparticularmente en el objeto expuesto "A" unido a esto e incorporadoadjunto por la referencia para todos los propósitos y conocidocomúnmente como subdivisión de Silverstone, (la "subdivisión"); y

MIENTRAS QUE, El dueño ha subdividido la característica en solas porciones de la familia, qué porciones se describen más particularmente como porciones 1 a94, Subdivisión De Silverstone, una subdivisión de la ciudad de Springdale, Condado De Benton, Arkansas registrado adentro plat el libro 2003 en la página 471 en el mapa de plat expedientes del condado de Benton, Arkansas, (tales porciones más abajo colectivamente que son llamadas "solafamilia sortean" e individualmente como una "sola porción de la familia" o "porción"; y

MIENTRAS QUE, El dueño ha comprado la característica y los planes para vender lassolas porciones de la familia a las personas que construirán sobreeso solas residencias de la familia, y deseado imponer ante la sola familia sortea restricciones mutuamentebeneficiosas bajo plan general de las mejoras para la ventaja de todaslas solas porciones de la familia y los dueños futuros de lacaracterística.

AHORA, POR LO TANTO, El dueño declara y conviene por este medio que los convenios y lasrestricciones más abajo dispuestos son funcionar con las solasporciones de la familia con el fin de realzar y de proteger su valor ydeseabilidad y beneficiarán y atarán sobre todos los partidos ytodas las personas que poseen solas porciones de la familia, y sus herederos, representantes personales, los sucesores y asignan. Cualesquiera y todos los contratos, acuerdos de compra, o los hechos que afectan cualquier sola porción de la familia seránjuzgados para tener estos convenios y restricciones incorporados enesto por la referencia, y cualesquiera y todos tales contratos, acuerdos de compra, o los hechos que afectan cualquier sola porción de la familia seránllevados a cabo concluyente para haber sido ejecutados, entregado, y aceptado con el conocimiento completo de todos los convenios yrestricciones contenidos adjunto. Además, expreso se declara y se conviene que estos convenios tambiénbenefician al dueño y a los dueños del futuro de la característicadebido a el interés del dueño y a tales dueños futuros en hacer lacaracterística entera mantener en una manera atractiva para laventaja de todos los dueños de cualquier porción de lacaracterística.

1. COMITÉ ARQUITECTÓNICO DEL CONTROL

- a. DESIGNACIÓN. El revelador designará a tres individuos al servicio como comitéarquitectónico del control (más abajo llame a "comité"). El comité puede señalar un representante para actuar para él. Hasta

que el dueño posea no más de largo cualquier interés en la característica, los miembros del comité pueden ser quitados por cualquier razón por Owner, y en el acontecimiento de la muerte, dimisión o retiro de un miembro del comité, El dueño tendrá autoridad completa para señalar un sucesor. En el tiempo tal como dueño posee no más de largo cualquier interés en la característica, las derechos del dueño con respecto a retiro y a la cita de los miembros del comité concederán en los dueños de registro de las solas porciones de la familia, quién puede ejercitar las tales derechos por mayoría de votos.

- b. **AUTORIDAD.** Ningún edificio, la cerca o la otra estructura será erigida, colocado o alterado en cualquier sola porción de la familia hasta que los planes y las especificaciones por lo tanto se han sometido a y han sido aprobados por el comité. Después de la terminación de la construcción, ningún edificio, la cerca o la otra estructura será ocupada o utilizada de otra manera hasta que el comité se ha determinado que el edificio completo, la cerca o la otra estructura fue erigida, colocado o alterado en la sola porción de la familia en conformidad con los planes y las especificaciones aprobados.
- c. **PROCEDIMIENTO.** Los planes y las especificaciones serán sometidos al comité por lo menos quince (15) días antes del comienzo de cualquier construcción. Estos planes y especificaciones incluirán por lo menos el siguiente: (1) planes y elevaciones de todas las vistas de las estructuras; (2) una descripción de todos los materiales de construcción exteriores; y (3) una declaración que certifica la cantidad cuadrada del área calentada. El comité repasará los planes y las especificaciones y notificará al dueño en la escritura de su aprobación o desaprobación. Si es dicho el comité no puede aprobar o desaprobado los planes y las especificaciones dichos dentro de quince (15) los días después de que igual se ha sometido a él, serán juzgados haber sido aprobados por el comité. Un edificio terminado, la cerca o la otra estructura será juzgada para haber sido construida en conformidad con los planes y las especificaciones a menos que en el plazo de sesenta (60) días después de la terminación de la construcción el comité coloque en expediente un instrumento que dispone su desaprobación. Cualquier desaprobación dispondrá los elementos desaprobó y la razón o las razones por lo tanto, pero no necesite contener sugerencias en cuanto a métodos de curar ninguna materia o las cosas desaprobadas. El juicio del comité a este respecto en el ejercicio de su discreción única y absoluta será final y concluyente. El comité puede aprobar cualquier desviación de estos convenios y restricciones, como el comité, en su discreción única y absoluta, juzga constante con los propósitos de esto. Aprobación del comité de los planes y las especificaciones o su determinación que el edificio terminado, la cerca o la otra estructura se ha construido de acuerdo con los planes y las

especificaciones serán juzgadas para ser un reconocimiento por el comité que tales están de acuerdo con estos convenios y las restricciones y tal reconocimiento atará contra los dueños de las solas porciones de la familia y de la característica.

La revisión y la aprobación de planes y de especificaciones del comité serán hechas en base de consideraciones estéticas solamente y el comité no llevará ninguna responsabilidad de asegurar la integridad o la validez estructural de la construcción o de las modificaciones aprobadas, ni para asegurar conformidad con los códigos de edificio y el otro requisito gubernamental

2. USO. No se utilizará ninguna de las solas porciones de la familia para excepción de los propósitos unifamiliares de la residencia. No existirá en cualquier sola porción de la familia en cualquier momento más de una residencia. Ningún edificio erigido en una sola porción de la familia excederá dos historias en altura. Ninguna tienda permanente, el shack o el granero será permitido o permitido para ser colocado o ser erigido en cualquier sola porción de la familia. Ningún acoplado, edificio temporal, dependencia, o el guesthouse será erigido en cualesquiera de las solas porciones de la familia sin la aprobación escrita anterior del comité. Excepto en la manera prevista adjunto, no se dirigirá ningún comercio o negocio de la clase sobre una sola porción de la familia o cualquier parte de eso. Solamente la construcción de edificios nuevos será permitida, el que es el intento de este convenio para prohibir la mudanza de cualquier edificio existente encendido a una sola porción de la familia y remodelar o convertir iguales en una casa de la vivienda.

Ningún comercio o negocio no se puede dirigir adentro, sobre o de cualquier sola porción de la familia o de cualquier parte del edificio, a menos que eso un dueño o un inquilino de una residencia pueda conducir actividades económicas dentro de la residencia siempre y cuando se resuelven las condiciones siguientes: (a) la existencia o la operación de la actividad económica no es evidente o perceptible por vista, sonido u olor fuera de la residencia; (b) la actividad económica se conforma con todos los requisitos del zoning para la característica; (c) la actividad económica no implica el visitación regular de la residencia de los clientes, clientes, los surtidores o los otros invitees del negocio o solicitud de la puerta de los residentes de la subdivisión; y (d) la actividad económica es constante con el carácter residencial de la subdivisión y no constituye un fastidio, o un uso peligroso u ofensivo, o amenace la seguridad o la seguridad de otros residentes de la subdivisión.

3. ÁREA DEL EDIFICIO. Todos los edificios en solas porciones de la familia se deben construir de acuerdo con cualesquiera y todos los códigos aplicables de la ciudad, reglas y regulaciones. Cualquier sola residencia de la

familia tendrá por lo menos 1350 piescuadrados de área calentada, excepto los pórticos, garages, y breezeways. Dos viviendas de la historia tendrán un mínimo de 1000 piescuadrados de área calentada en el primer nivel.

4. MATERIALES DE CONSTRUCCIÓN. Todos los edificios en solas porciones de la familia se deben construir de acuerdo con todos los códigos aplicables de la ciudad, reglas y regulaciones aplicables a los materiales de construcción. Además, lo que sigue se aplicará a todas las residencias construidas dentro de la subdivisión:
 - a. Todas las fundaciones serán construidas de bloque concreto del grado #1 o construidas usando el método de la losa concreta.
 - b. Todas las proyecciones de la azotea serán un mínimo de seis pulgadas (6").
 - c. Las echadas de la azotea no serán menos de 5/12 y todo el material del material para techos debe ser ripias arquitectónicas.
 - d. Todos los tableros de la faja estarán de construcción de 2"x el 6" y serán cubiertos con el apartadero del aluminio o del vinilo.
5. CERCAS. Todas las cercas estarán de nuevos materiales solamente. No habrá alambre, alambre del cerdo, alambre de púas, acoplamiento de cadena, o materiales similares usados para cercar exterior. Ninguna cerca en cualquier sola porción de la familia se excederá, hacia la línea delantera de la característica, más allá de la línea de edificio delantera. Todas las cercas serán mantenidas de una manera atractiva. No hay cerca requerida de la aislamiento en cualquier sola porción de la familia menos de 5 1/2 pie en altura, ni excederá ocho (8) pies en altura. Todas las cercas de madera de la aislamiento tendrán el "buen" lado el hacer frente de la calle y el lado "esquelético" el hacer frente del interior de la porción. Además, toda la madera, ladrillo, las cercas de la piedra o de la albañilería permitirán cualquier detalle del área del drenaje a esa porción teniendo (2) pulgadas sin obstáculo entre el fondo de la cerca y la cubierta molida excepto el poste de la cerca en el área donde el drenaje debe pasar; el que es el intento y el propósito de esta disposición de permitir drenaje apropiado bajo todo cercar en todas las porciones.
6. UTILIDADES. Todas las utilidades, incluyendo sin el cableado del teléfono de la limitación, será colocado debajo de grado, excepto eso transformadores o cualquier otro equipo, cuál es impráctico de colocar debajo de grado, puede ser colocado sobre grado.

7. APARATO DEL AIRE ACONDICIONADO. No se instalará ningún aparato del aire acondicionado en la tierra delante de una residencia a menos que sea aprobado por el comité arquitectónico del control. No se instalará ningún refrigerador del aparato o de la evaporación del aire acondicionado en ninguna pared delantera de una residencia.

8. GARAGES. Cualquier garage construido en cualquier porción será no menos de un(2) tamaño del coche y será completamente incluido y contendrá puertas integrales en la manera de la entrada además. No se utilizará ningún garage por cualquier persona con excepción del dueño de mucho encendido a que el garage se sitúa o su familia o huésped auténtica. Cada residencia tendrá una calzada concreta el conectar del garage con la calle, y cada manera de la impulsión será un mínimo de 16 pies de ancho.

Ningún garage puede ser incluido para los propósitos vivos cuando está construido inicialmente. El dueño puede elegir utilizar el garage como espacio calentado, pero dejará la puerta del garage en lugar y de otra manera dejará a aspecto del exterior de la residencia igual. Los carports no serán permitidos ser construidos en cualquier porción o ser unidos a ninguna residencia dentro de la subdivisión sin la aprobación anterior del comité.

9. AGUA Y ALCANTARILLA. No se permitirá ningún sistema de abastecimiento de agua individual o el sistema de la disposición de aguas residuales en cualquier solapación de la familia y todas las viviendas deben unir a las instalaciones tales como son proporcionados por el agua y el distrito del saneamiento que sirven el área.

10. DESARROLLO MINERAL DE LA EXPLORACIÓN. Ningunas operaciones para minar o la exploración para o el retiro de cualquier agua, aceite u otros hidrocarburos, minerales de la clase, grava, la tierra o cualquier sustancia de la tierra de la clase será conducida en cualquier sola porción de la familia.

11. MUESTRAS. Ningunas muestras cualesquiera (movibles o puestos) que incluyen, pero no limitado a las muestras comerciales y similares, cuáles son visibles de característica adyacente o de las carreteras públicas será erigido o mantenido en cualquier porción, a excepción del siguiente:

- a. Muestras tales como puede ser requerido por la ley
- b. Una muestra residencial de la identificación no más que veinticuatro(24) por veinticuatro (24) pulgadas en altura y anchura.
- c. Durante la época de la construcción de cualquieres residencias o de otras mejoras, en la identificación de trabajo firma no más grande que el thirty-two (32) por veinticuatro (24) pulgadas en altura y anchura.

- d. "para la venta" o "para una muestra del alquiler", de un tipo razonable, tamaño y aspecto, cuál es similar a otras muestras usadas acostumbradamente en los resortes de Springdale, Condado De Benton, Área de Arkansas para anunciar la venta o el alquiler de paquetes individuales de la característica verdadera residencial.

Las provisiones de este párrafo no evitarán que el dueño construya, estructuras o muestras que erigen o que mantienen de cualquier contenido o tamaño en las porciones poseídas por él cuando el dueño, en su discreción única, juzga necesario o conveniente al desarrollo, venta, operación, o la otra disposición de las solas porciones de la familia o de otras porciones de la característica. Además, las provisiones de este párrafo no prevendrán ningún constructor casero de muestras que erigen o que mantienen de ningún tamaño que anuncia los hogares modelo en las porciones poseídas por tal constructor casero a condición de que tales muestras están en conformidad con todas las ordenanzas aplicables de la ciudad de Springdale, Arkansas.

12. ANIMALES. Ningunos animales, ganado, o las aves de corral de la clase serán criadas, criado, o guardado en cualquier sola porción de la familia, excepto eso perros, los gatos u otros animales domésticos de la casa pueden ser theronguardado: a condición de que no se guardan, criado o mantenido para cualquier propósito comercial; y a condición de que no más de tres (3) animales domésticos de la casa pueden ser guardados en cualquier sola porción de la familia en cualquier una hora. No se permitirá ningún animal doméstico de la casa convertirse en un fastidio a los solos dueños colindantes de la porción de la familia.
13. CLOTHESLINES. Los clotheslines exteriores u otras instalaciones exteriores para la sequedad o las ropas que ventilan no serán erigidos, colocado o mantenido excepto dentro detrás una yarda cercada la aislamiento de madera o encubrió de otra manera y no visible de las carreteras públicas.
14. MAQUINARIA Y EQUIPO. No se colocará ninguna maquinaria o equipo de la clase, funcionado o mantenido sobre o adyacente a cualquier sola porción de la familia, excepto la maquinaria o el equipo tal como es generalmente acostumbrado en el área de Springdale en la conexión con el uso y el mantenimiento o la construcción de una residencia privada o de estructuras appurtenant; proporcionado, sin embargo, tal maquinaria o equipo puede ser así que colocado, funcionado o mantenido por cualquier agencia gubernamental o cuasi-gubernamental o una utilidad pública. Sin embargo, la maquinaria y el equipo para un taller casero se pueden colocar, funcionado y mantenido dentro de una residencia privada, incluyendo un garage incluido. No se permitirá ningún equipo del patio de la clase en las yardas delanteras de ningunas residencias.

15. ANTENAS Y SEÑALES. No se erigirá la ninguna antena exterior o el otro dispositivo para la transmisión o la recepción de ninguna forma de radiación electromagnética, utilizado o mantenido en cualquier sola porción de la familia, a menos que igual se defienda apropiadamente para no ser visible del frente de cualquier otra sola porción de la familia o de cualquier calle pública. Ningunas señales de la televisión de las señales de radio o cualquier otra forma de radiación electromagnética originarán de cualquier sola porción de la familia que pueda unreasonably interferir con la recepción de la televisión o de las señales de radio en cualquier otra sola porción de la familia. No se erigirá ninguna antena de plato basado en los satélites a menos que igual se defienda apropiadamente para no ser visible del frente de cualquier otra sola porción de la familia o de cualquier calle pública.

16. SERVIDUMBRES. Las servidumbres para la instalación y el mantenimiento de utilidades y de instalaciones del drenaje que sirven las solas porciones de la familia se reservan como demostrado en el registro plat de la subdivisión referida adjunto. Dentro de estas servidumbres, ninguna estructura, materiales que plantan o los otros serán puestos o ser permitido para permanecer que pueden dañar o interferir con la instalación y el mantenimiento de utilidades, o que puede cambiar materialmente la dirección del flujo, obstruya, o retarde el flujo del agua en y a través de los conductos de desagüe a través de tales servidumbres. El área de la servidumbre de cada sola porción de la familia y de todas las mejoras en ella será mantenida continuamente por el dueño de la sola porción de la familia, a excepción de esas mejoras de las cuales unas o más autoridades públicas o utilidades son responsables. Por la aceptación de un hecho a cualquier porción, el dueño de eso conviene y acuerda segar malas hierbas e hierba y mantener y mantenerlas condiciones aseadas y limpias y todas las servidumbres que puedan atravesar cualquier porción de la porción dicha.

17. ESTRUCTURAS TEMPORALES, VEHÍCULOS. No se guardará ningún vehículo de motor inoperable de ningún tipo, colocado, mantenido, construido, reconstruido o reparado sobre cualquier característica o calle o calzada privada de una manera tal como sea visible de la característica adyacente o de cualquier carretera pública; proporcionado, sin embargo, que las provisiones de este párrafo no se aplicarán a las reparaciones del vehículo de la emergencia o los abrigos o las instalaciones temporales de la construcción mantenidos durante y usados exclusivamente en la conexión con la construcción de ninguna mejora aprobó de acuerdo adjunto. Cualquier abrigo o facilidad temporal de la construcción será permitido o permitido solamente con la aprobación escrita anterior del comité. Además, ningún vehículo de motor de cualquier tipo, si es operable o inoperable, puede ser construido, reconstruido o reparado sobre cualquier sola porción de la familia o la característica o cualquier calzada del calle o privada de una manera tal como sea visible de característica vecina o de cualquier carretera pública, a excepción de normal, mantenimiento general de los vehículos de motor y reparaciones de menor

importancia que no duran típicamente desetenta y dos (72) horas. Ningún acoplado, tienda, campista, hogar móvil, shack, el garage o la otra estructura temporal de la clase será utilizado en cualquier momento para una residencia, temporal o permanente. Edificios o estructuras temporales usados durante la construcción, la reparación o el remodelar de una vivienda será quitada inmediatamente después de la terminación de la construcción. Ningún acoplado, barco, campista, la reconstrucción o el vehículo comercial será parqueada o almacenada permanentemente de tal manera para ser directamente visible de cualquier carretera pública. Parqueado permanentemente se juzga para señalar la localización acostumbrada de estos vehículos cuando no en uso.

18. EL PARQUEAR Y VEHÍCULOS PROHIBIDOS

- a. Estacionamiento. Los vehículos del inquilino serán parqueados solamente en el garageo la calzada que sirve la vivienda de la residencia. Ningunos vehículos del inquilino se pueden parquear durante la noche en cualesquiera de las calles de la subdivisión. Los solos dueños de la porción de la familia proporcionarán suficiente del estacionamiento de la calle acomodar los vehículos usados por su familia. Para los propósitos de esta disposición un vehículo se considera un "inquilino" si es parqueado en o por la porción o la residencia cuatro (4) o más horas por día, cuatro (4) o más días en cualquier (7) período del día siete. el estacionamiento de la En-calle sobre una base temporal se permite para los visitantes y las huéspedes.
- b. Vehículos Prohibidos. Vehículos comerciales, vehículos usados o diseñados sobre todo para los propósitos comerciales, los tractores y los carros comerciales o pesados del semi-remolque no serán permitidos parquear en la subdivisión, en las calles o en una sola porción privado poseída de la familia.

19. DEPENDENCIAS. Según lo mencionado previamente, solamente las dependencias aprobadas por el comité serán permitidas en cualquier sola porción de la familia. No se colocará ni será construido ninguna dependencia en cualquier sola porción de la familia que exceda 150 pies cuadrados en área. Cualesquiera dependencias así que permitido no detraerán del aspecto general de la vecindad. Todas las dependencias permitidas serán dependencias pre-manufacturadas de la construcción de los sonidos, y la calidad del aspecto será aprobada por el comité. Ningún hierro de hoja, la lata o el desecho o el metal sin pintar o inacabado serán utilizados para el apartadero o azotea o cualquier parte de eso; a pesar del precedente, dependencias pre-manufacturadas del metal, como puede ser aprobado por el comité, será permitido. Cualesquiera dependencias permitidas serán colocadas solamente en cualquier sola porción de la familia con la aprobación escrita anterior del comité.

20. FASTIDIOS. La tierra y las mejoras que constituyen o situadas en cada solaporción de la familia no serán utilizadas para disturbar a lavecindad o a los inquilinos de la característica adyacente, o para constituir un fastidio, o para violar cualquier derecho público, ordenanza o regulación a partir del tiempo al tiempo aplicable además. No se utilizará ninguna tal tierra y mejoras para ningún propósito que cree o emita desagradable, olores ofensivos o nocivos, polvo, gas, humos, líquidos, ruidos u otros tales materiales o condiciones. Excepto durante el período de la construcción del hogar o de la otra estructura, o durante el tiempo requerido para la mejora o el mantenimiento del hogar o de la otra estructura, ningún dueño permitirá cualesquiera desperdicios o ruina de la clase que se colocará o acumulará sobre cualquier sola porción de la familia. Ningún dueño permitirá que cualquier cosa o condición exista sobre cualquier sola porción de la familia que induzca, casta, o enfermedades del puerto o insectos u otros animales domésticos.

No se pondrá ninguna iluminación o iluminación de ningún tipo sobre una sola porción de la familia en tal manera en cuanto a fulgor desrazonable de la causa o la iluminación en cualquier otra solaporción de la familia o en las carreteras públicas.

21. MANTENIMIENTO GENERAL. Cada dueño mantendrá y cuidado para todas las mejoras y todos los árboles, follaje, las plantas y los céspedes en su o su sola porción de la familia y de otra manera mantienen su o su sola porción de la familia y todas las mejoras sobre eso una manera aseada y previenen el desarrollo desucio, malsano, feo, o condición del unkempt en su o su sola porción de la familia, y de otra manera mantenga su o su sola porción de la familia conformidad con el carácter y la calidad generales de características en el área inmediata. Además, por la aceptación de un hecho a cualquier porción, el dueño de eso conviene y acuerda segar malas hierbas y la hierba y mantener y mantener la porción dicha condiciones aseadas y limpiassiempre.

22. INVALIDEZ PARCIAL. Anulación de cualesquiera de estos convenios, restricciones o condiciones, por el juicio de corte o de otra manera, no afectará, de cualquier manera, la validez de los otros convenios, restricciones o condiciones, cuál permanecerá en vigor y en efecto. El asentimiento en ninguna violación no será juzgado una renuncia de la derecha de hacer cumplir contra el violador u otros las condiciones así que el condiciones violada o ninguna otra.

23. APLICACIÓN. La aplicación estará por procedimientos en la ley o en equidad del dueño de cualquier sola porción de la familia, el dueño o cualquier dueño futuro de cualquier parte de la característica contra cualquier persona o las personas que violan o que procuran violar cualesquieres convenios para refrenar la violación para recuperar daños, o ambos.

24. DERECHO ASIGNAR. El dueño puede, por los instrumentos apropiados, asigne o transporte a cualquier persona, organización o corporación, cualesquiera o todas las derechas, reservaciones, servidumbres y privilegios adjunto reservados por el dueño. Sobre tal asignación o transporte que es hecho, su asigna o los grantees pueden, en su opción, ejercicio, transfiera o asigne las tales derechas, reservaciones, las servidumbres y los privilegios o cualquier uno o más de ellos encualquier momento o de épocas de la misma manera y la manera quedueño pueden ejercitar, transfiera o asigne las tales derechas, reservaciones, servidumbres y privilegios.
25. AVISOS. Todos los avisos dados o requeridos para ser dado a un dueño serán enviados vía el correo de Estados Unidos, franqueo pagado por adelantado, certificado o colocado, el recibo de vuelta solicitó.
26. ACTIVIDADES DEL DUEÑO. A pesar cualquier cosa por el contrario contenida adjunto, el dueño, sus sucesores y asignan, reservas para sí mismo y su agente o agentes señalados la derecha de utilizar cualquier sola porción de la familia poseída por ella para una localización temporal de la oficina y la derecha de poner sobreeso una muestra o muestras.
27. TÉRMINO. Estos convenios y restricciones son funcionar con la característica y atarán en todos los partidos y todas las personas que demandan debajo de ellas por un período twenty-five(25) de años a partir de la fecha que se registran, momento después del cual las servidumbres y las restricciones dichas serán ampliadas automáticamente por periodos sucesivos de diez (10) años a menos que un instrumento firmado por los dueños de el 75% o más de las solas porciones de la familia se haya registrado, el acordar terminar los convenios y las restricciones dichos o cambiarlas en entero o en parte.
28. ENMIENDA O MODIFICACIÓN. Las restricciones contenidas adjunto se pueden alterar en cualquier momento, enmendado o modificado por el declaración escrito, firmado y reconocido por los dueños de el 75% o más de las solas porciones de la familia y registrado en la oficina del vendedor del circuito y del registrador Ex-Oficio del condado de Benton, Arkansas. A pesar del antedicho, ninguna alteración o modificación de los convenios y de las restricciones contenidos adjunto no se puede hacer antes de diciembre del 31, 2006, sin el consentimiento escrito expreso del dueño o de la persona o de la entidad a quienes el dueño expreso habrá asignado las sus derechas bajo este párrafo. A pesar de cualquier provisiones de esto por el contrario, el dueño puede en su discreción única y sin el consentimiento que es requerido de cualquier persona: (i) se modifica, enmienda, o abroge cualquier una o más de estos convenios y restricciones encualquier momento antes del cierre de la venta de la sola porción pasada de la familia, enmienda dicha proporcionada, la modificación o la abrogación está en la escritura y se registra correctamente en la oficina del vendedor del circuito y del registrador Ex-Oficio del condado de Benton, Arkansas; y (ii) enmienda estos convenios y restricciones para

