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COVENANTS FOR QUAIL RUN

SUE HODGES
Clerk and Recorder

- 1. Lots One (1) through Ninety Three (93) in Quail Run add Trong Three be used for single-family residential purposes only.
- 2. No residences shall be constructed that is less than 801 square feet of heated area, exclusive of carports, garages, and storage rooms.
- 3. All residences must have off-street parking drives that are a minimum of 18' wide. There shall be no parking at any time on the front lawn of any residence.
- 4. No owner, builder or tenant shall place, or cause to be placed, any asphalt, concrete, gravel or other material on the curb or gutter of the streets within the subdivision.
- **5**. Any boat, R.V., camper, untagged or off road vehicle must have a separate parking pad in the back yard and may not be parked at any time in front yard.
- **6**. No overnight vehicle repairs to be preformed in driveway or front yard. All repairs or maintenance of any kind must be done in garage or rear yard.
- 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except the dogs, cats, or other household pets may be kept and maintained, provided they are not kept, bred, or maintained for any commercial purposes. There shall be no more than two pets per household. Household pets shall be maintained in a clean and sanitary situation and shall not be noxious or a nuisance to the surrounding owners.
- 8. No structure or vehicle such as a trailer, basement, tent, shack, garage, barn, camper, mobile home, or other out-building shall be used on any lot at any time as a residence, permanently or temporarily.
- 9. No satellite dishes shall be allowed in front of the privacy fences in the front yard.
- 10. Front yards in front of the building lines or privacy fences including the front porches, shall not be utilized for storage of any items. The only acceptable items shall be flower pots or decorations to compliment landscaping.
- 11. Owners of lots shall keep the same from unsightly accumulations of trash, and shall keep weeds, grass and underbrush cut to avoid fire hazards and unsightly appearance. The front yard grass, and side yard grass on corner lots, are to be kept moved to no higher than six inches.
- 12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therefore which may be or become an annoyance or nuisance to the neighborhood.

WOODCREEK PROPERTIES
P.O. Box 1328
SILOAM SPRINGS AR 12761

- 13. All room additions, alterations, garages, carports, fences, or other structures must first be approved by a duly authorized representative of Woodcreek Development, Inc., or by the Architectural Control Committee, as to the quality of workmarship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Such approval authority shall remain with Woodcreek Development Inc. until such time as more than sixty percent of the lots have been sold and the Committee has been duly elected as provided in the next paragraph hereof.
- 14. The Architectural Control Committee shall be composed of three elected members by a majority of the lot owners of record of the entire subdivision. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record majority owners of the lots of the entire subdivision shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to restore to it or any of its powers and duties.
- 15. These covenants shall run with the land and shall be binding on the present owner and all persons hereafter acquiring title in any manner to any part of Quail Run Addition for a period of five years from date, after which time said covenants shall be automatically renewed for successive periods of one year, unless at any time an instrument signed by the then owners of a majority of the lots shall be recorded, agreeing to change said covenants, in whole or in part.
- 16. If any other or occupant shall at any time, while these covenants are in effect, violate or attempt to violate any of these covenants, any other owner of any part of the addition may institute and prosecute an action at law or in equity against the persons violating or attempted to violate any covenant to prevent or terminate the violation, or to recover damages resulting from the violation after first going before the Architectual Committee for resolution. Judicial or legislative action invalidating any one or more of these covenants shall not effect the remaining provisions which shall continue in full force and effect.

Gamen Munde PRES

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DEBBIE STACKS
NOTARY PUBLIC - ARKANSAS
MY COMMISSION EXPIRES 11-20-2007

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