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Brenda DeShields
Circuit Clerk
Benton County, AR
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PROTECTIVE COVENANTS

FOR:

WILDWOOD SUBDIVISION, PHASE 6, LOTS 1-32

BENTONVILLE, ARKANSAS

2017-05-12/500 LC

This "Protective Covenants for: Wildwood Subdivision, Phase 6, Lots 1032 Bentonville, Arkansas" is made as of the 4th day of September, 2017, by Dream Structures Residential, LLC, an Arkansas limited liability company ("DSR").

WHEREAS, Charlton Development Company, L.L.C., an Arkansas limited liability company ("CDC") was the owner and developer of Phases 1, 2, 3, 4 and 5 of "Wildwood Subdivision" to the City of Bentonville, Arkansas (the "Subdivision"), as reflected in plats for the Subdivision which were recorded with the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, as follows:

- Phase 1 – Plat book 2002 at page 184;
- Phase 2 – Plat book 2003 at page 1012;
- Phase 3 – Plat book 2004 at page 1043;
- Phase 4 – Plat book 2005 at page 1165;
- Phase 5 – Plat book 2009 at page 588.

WHEREAS, as the developer, CDC caused "Protective Covenants" to be filed and recorded for five phases of the Subdivision with the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, as follows (collectively the "Covenants"):

- Phase 1 – 10/15/2002, in book 2002, beginning at page 141194;
- Phase 2 – 12/02/2003, in book 2003, beginning at page 36178;
- Phase 3 – 09/01/2004, in book 2004, beginning at page 40681;
- Phase 4 – 10/05/2005, in book 2005, beginning at page 53740;
- Phase 5 – 12/09/2009, in book 2009, beginning at page 63124.

WHEREAS, all five sets of Covenants provide that the Developer intends to develop additional phases of Wildwood Subdivision, which will each have its own set of protective covenants, but all phases will have a common property owners association which will acquire additional members as the Developer relinquishes its rights and obligations in those phases; and

WHEREAS, CDC and a related party previously sold to DSR the property that was intended to become Phase 6 of the Subdivision pursuant to: (i) that certain warranty deed filed on 12/23/2013 in Book 2013 at page 69780 regarding the real property described on Exhibit "1" attached hereto and incorporated herein by reference; and (ii) that certain warranty deed filed on 12/23/2013 in Book 2013 at page 69795 regarding the property described on Exhibit "2" attached hereto and incorporated herein by reference (Exhibit 1 and Exhibit 2 are collectively the "Phase 6 Property"); and

WHEREAS, in order to avoid all doubt regarding CDC assigning all of its rights as "the Developer" of the Subdivision to DSR for purposes of the Phase 6 property, CDC assigned its rights as "the Developer" to DSR pursuant to that certain "Assignment of Developer's Rights" agreement dated as of the 4th day of September, 2017 (the "Assignment"), which was filed and recorded with the Benton County Circuit Clerk and Ex-Officio Recorder on 9/11, 2017, in Book 2017 at page 189676; and

WHEREAS, as the developer of Phase 6 of the Subdivision, DSR caused the final plat of Phase 6 to be filed and recorded with the Benton County Circuit Clerk and Ex-Officio Recorder on 4/14, 2017, in Book 2017 at page 310 (the "Phase 6 Plat").

Now, therefore:

1. PREMISES. DSR wishes to provide for the highest use of the Phase 6 Property and to restrict the use of the Phase 6 Property as such. DSR therefore adopts the following covenants and agree that these covenants shall apply to all of the land now platted as Phase 6 of the Wildwood Subdivision to the City of Bentonville, Arkansas, and all lots designated as such on the Plat, which is the "Phase 6 Property," as covenants running with the land. All references to "lot" herein mean all lots designated as such on the Phase 6 Plat.
2. LAND USE AND ZONING. Each lot shall:
 - A. Contain a minimum of 10,000 square feet.
 - B. Have a minimum building set back line from each street any part of it faces of 20 feet. And garage setback of 30 feet. (Exterior side set back on corner lots to be 20 feet.)
 - C. Have a minimum side set back line of 7 feet.
 - D. Have a minimum rear set back line of 25 feet.
 - E. Have a minimum of 60 feet width at the building set back lines.
 - F. Be used exclusively for detached single family homes, except those tracts of land designated as "common areas".
 - G. Otherwise conform to the zoning requirements for R-1, as defined by the City of Bentonville Zoning Code as it now exists.
 - H. Remain one lot and shall not be divided into more than one lot; provided, that the foregoing shall not apply to Lot 27 and Lot 32 as designed on the Phase 6 Plat, it being understood that DSR reserves the right to further subdivide those lots into smaller individually lots similar to the other lots as designated on the Phase 6 Plat.

3. DWELLING SIZE AND QUALITY.

- A. Each one-story building shall have a minimum of 1,800 square feet, excluding the garage area, of heated living area. Each two story building to have a minimum of 1,400 square feet on the ground floor, and have a total minimum of 1,800 square feet, excluding the garage area, of heated area.
- B. Each dwelling shall have a garage with one – 16 foot garage door, or two – 8 foot garage doors minimum.
- C. No garage shall ever be converted into living area.
- D. Each dwelling shall be of new construction.
- E. Roof to be minimum of 7/12 pitch on any side facing a street. Shingles to be architectural grade.
- F. Exterior to be a minimum of 75% masonry or stucco, excluding gables. For the purpose of the Covenants, “exterior” does not include windows, doors, soffits, fascia, or roof.

4. FENCES AND YARDS.

- A. All fences to be constructed of wood, masonry, concrete, or vinyl. No chain link, welded wire, barbed wire, web wire, poultry netting, or any other type of farm fencing shall be allowed. Except as otherwise provided herein, each lot owner shall maintain all fencing located on the lot, keeping such fence at all times in a good appearance and state of repair.
- B. No fence shall extend beyond the front part of the dwelling (the part of the dwelling, which faces a street). For the purposes of swellings situated on corner lots, no fence shall extend beyond the front part of any side of the dwelling, which faces the street.
- C. All front and side yards shall be sodded, from the street, at least to the rear corners of the dwelling.
- D. All fences shall be approved by DSR before installation. No fence shall be modified without P.O.A. approval.
- E. It is acknowledged that a fence is currently situated at the rear of lots 28, 29, 30, 31, 1, and a portion of Lot 27 (the “Morning Star Road Fence”), which was constructed by DSR at its expense. The said Morning Star Road Fence shall at all times be owned by, and maintained by, the P.O.A., regardless of where it is situated, and DSR hereby conveys title to the said Morning Star Road Fence to the P.O.A. The P.O.A. and its contractors and assigns shall at all times have an easement of ingress and egress on, over, under, through, and across Lots 28, 29, 30, 31, 1, and Lot 27 (and such subsequently numbered lots out of Lot 27 as may be depicted on any amendments or supplements to the Phase 6 Plat) to maintain and repair (including without limitation replacing board and staining) the said Morning Star Road Fence. The P.O.A. shall maintain all trees and vegetation located outside of the fence located on these lots.
- F. DSR shall plant at least one “street tree” on each lot, located in between the sidewalk and curb, prior to the sale of the home located thereon. It is acknowledged that this said “street tree” is located outside of the property lines of each lot as shown on the Phase 6 Plat, which lines only extend to the edge of the sidewalk. However, and

notwithstanding the foregoing, the owner of each lot shall have the affirmative and ongoing responsibility to water, feed, prune, treat for disease, and otherwise maintain the "street tree" (or each "street tree" if more than one) located on his, her, their, or its lot so as to keep it alive and thriving. In the event any "street tree" dies, becomes diseased, or is otherwise in need of removal, the owner of the lot where the "street tree" is situated shall promptly replace it with a tree of the same species and similar size, and then continue to maintain that replacement as stated above.

5. ARCHITECTURAL CONTROL COMMITTEE.

- A. The developers shall constitute the Architectural Control Committee. The committee shall determine its own procedures and rules.
- B. The initial size, design, location, and site development of dwellings shall be subject to the prior approval of DSR, and thereafter by The Wildwood Phase I Property Owners Association, Inc (the "P.O.A."), it being understood that the POA is the property owners association of and for the entire Wildwood Subdivision to the City of Bentonville, Benton County, Arkansas, and not just for Phase I, despite the name.
- C. Accessory buildings, and fences on lots located within the Phase 6 Property shall initially be subject to the prior approval of DSR, and thereafter subject to the approval of the P.O.A.
- D. Approval of plans for dwellings permitted accessory buildings and fences shall not be withheld because of the exterior design of the improvements, provided the improvements are in accordance with the highest standards of architectural design.
- E. These protective covenants and any applicable zoning laws of the City of Bentonville, Arkansas, shall govern the actions of the committee.

6. GENERAL RESTRICTIONS.

- A. No commercial activity shall be carried on upon any lot.
- B. No home shall be used as a model home without the express written consent of DSR or its successors or assigns.
- C. No trailer, mobile home, shack, or barn shall be erected on any lot.
- D. No inoperable motor vehicle shall be allowed on any street, lot, or driveway.
- E. No motor vehicle shall be allowed to stand on any street in excess of 24 hours at any one time.
- F. No vehicle shall be parked except on a paved street or drive.
- G. Boats and recreational vehicles may be allowed to stand on the rear portion of any lot, provided their presence is obscured by an approved privacy fence, at least 6 feet in height.
- H. No trash or other refuse shall be thrown or dumped on any lot. All trash or other refuse shall be disposed of properly in a manner consistent with the City of Bentonville, Arkansas.
- I. No animals of any kind shall be raised, bred, or kept on any lot except cats, dogs, and other household pets, provided they are not kept for commercial purposes.

- J. Grass, weeds, and other vegetation shall be kept mowed and cleared at regular intervals so as to keep each lot neat and attractive. Grass and weeds must be kept to a height of no more than 6". This does not apply to vacant lots, owned by DSR.

7. OUTBUILDINGS.

- A. No structure of temporary character, tent, shack, garage, or barn, etc. shall be permitted on any lot.
- B. Only one storage building shall be permitted on any lot, and must appear compatible and acceptable with the surrounding buildings.
- C. No storage building shall exceed 160 square feet in size.
- D. No storage building shall be used as a residence.
- E. Any storage building may not be placed any closer than 50 feet from any street, or on an easement.
- F. Any storage buildings must be painted to match the residence on that lot, and have architectural shingles to match residence on that lot.
- G. No storage buildings shall be permitted to be placed on any lot where there is not a dwelling.
- H. All outbuildings shall be approved by DSR before being built and thereafter changes thereto must be approved by the P.O.A.

8. DRIVEWAYS AND SIDEWALKS.

- A. All driveways shall extend from the garage to the street and shall be a minimum of 16 feet wide, and shall be paved with concrete.
- B. Sidewalks must be installed on both sides of each street. The sidewalks shall be 5 feet wide, run continuously from one property line to the other, and have a 5 foot green space between curb and sidewalk. The builder shall install all sidewalks to City of Bentonville spec.

9. REMEDIES FOR DEFAULT IN OBERVANCE OF CONVENANTS.

- A. If owner or occupant of any lot fails to observe any covenant and if the default continues after ten days written notice to the owner, then DSR, its successors or assigns, and also the P.O.A., may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more other to enter upon) the lot, remove or cause to be removed the garbage, trash, rubbish, or do any other things necessary for compliance with these restrictions, so as to place the lot in a neat, attractive, and healthful and sanitary condition and may charge owner or occupant of such lot for the reasonable costs of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchasing or occupancy of the property to pay the statement immediately upon request.
- B. Enforcement of these covenants shall be by proceedings of law or in equity against any and all persons violating or attempting to violate any covenant herein, either to restrain violation or to recover damages for violations. Any owner shall, also, be entitled to

enforce these covenants. The prevailing party in any action to enforce these covenants or any violation thereof shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

10. Binding Nature; Amendments.

- A. These Covenants shall run with the land, meaning run with the sale of all lots located on and within the Phase 6 Property, and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date these Covenants are filed of record. After a period of twenty-five (25) years these Covenants shall automatically extend for periods of ten (10) years each, unless an instrument signed by the owners of a majority number of the lots within Phase 6 of the Subdivision has been recorded agreeing to change these Covenants in part or in whole. Notwithstanding the first sentence of this section, these Covenants may be amended at any time by the owners of a majority of the combined number of lots within Phase 6 of the Subdivision.

11. MAINTENANCE FEE.

The P.O.A. shall collect an annual maintenance fee for the common grounds, signs, and any other improvements not maintained by the city. This annual maintenance fee will be due on or before the first day of the year starting in 2017, but only upon conveying title from DSR to a subsequent owner. DSR shall be subject to no maintenance fee or assessments. The annual maintenance fee shall be \$225.00 per lot for the year 2017, but shall be prorated based on the amount of time DSR's grantee owned the property in 2017. This fee may be adjusted, at the option of the P.O.A., its successors and assigns, but not more than 50% (fifty percent). The maintenance fee levied by the P.O.A. shall be used exclusively for the purpose of promoting health, recreation, safety and welfare of the residents of the Subdivision as a whole and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties and the improvements situated on the properties, including, but not limited to the payment of taxes and insurance, repair, replacement and additions, and for the costs of labor, equipment, materials, management, and supervision. Any maintenance fee or special assessment not paid within thirty (30) days after it becomes due shall become a lien on the lots which may be foreclosed by legal or equitable proceedings. In such event, the assessment shall bear interest from the date of the delinquency at the rate of six (6) percent per annum, and there shall be added to the amount of the assessment the costs of preparing and filing the complaint in such proceeding. If a judgment is obtained, the judgment shall include interest as described above and a reasonable attorney's fee and the cost of the proceeding.

12. SIGNAGE AND PROPERTY ON LOT 1.

A monument sign with lighting and surrounding landscaping is located on Lot 1. The said fence, lighting, and landscaping (collectively the "Lot 1 Sign and Property") shall at all times be owned by, and maintained by, the P.O.A. notwithstanding being situated on Lot 1, and DSR hereby conveys title to the said Lot 1 Sign and Property to the P.O.A. The P.O.A. and its contractors, representatives, and assigns shall at all times have an easement on, over, under, through, and across Lot 1 to maintain and repair the Lot 1 Sign and Property and all wiring going thereto, and the right of ingress and egress as may be reasonably necessary to exercise its rights.

13. SEVERABILITY.

Invalidation of any one of these Covenants by any judgment or by court order shall in no way affect any of the other covenants or provisions herein, which shall remain in full force and effect. These Covenants shall supersede all prior Covenants and amendments.

14. ADDITIONAL DEVELOPMENTS.

DSR, and its successors and assigns to whom it has specifically delegated developer rights in writing, has the right (but not the obligation) to develop additional phases or units of Wildwood Subdivision. While each phase or unit will have its separate protective covenants, all units or phases will have a common property owner's association, which will acquire additional members as DSR or its successors and assigns relinquishes its rights and obligations in those phases or units.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, DSR hereunder sets its hand and seal, this 4th day of September, 2017.

Dream Structures Residential, LLC,
an Arkansas limited liability company,

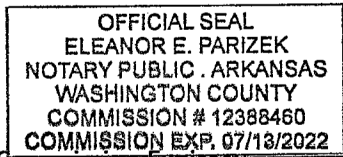
By: [Signature]
Steve Fisher, Member

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF Washington) ss:

On this 4th day of September, 2017, before me, ELEANOR E. PARIZEK a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Steve Fisher, being the person authorized by said limited liability company to execute such instrument as Member, to me personally well-known or satisfactorily proven to be such person, who stated that he was a Member of Dream Structures Residential, LLC, an Arkansas limited liability company, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing 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 4th day of September, 2017.



[Signature]
Notary Public

My Commission Expires:
7/13/22

EXHIBIT "A"

Lots 1, 4, 16 and 17, Wildwood Subdivision Phase 5, Bentonville, Benton County, Arkansas, as shown in Plat Record 2009 at Page 588.

-and-

The West 1/2 of the Southeast 1/4 of Section 11, Township 19 North, Range 31 West, Benton County, Arkansas, being more particularly described as follows; Commencing at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 11, thence along Morningstar Road S02°20'14"W 1314.87 feet to a found cotton spindle in the centerline of said Morningstar Road for the point of beginning, thence leaving said Road S87°32'59"E 1329.61 feet to a found iron pin, thence S02°16'13"W 664.92 feet to a found iron pin, thence N87°32'59"W 314.31 feet to a found iron pin on the West Right of Way of SW Chickasaw Street, thence following said Right of Way S02°27'01"W 42.50 feet to a found iron pin, thence leaving said Right of Way N87°32'59"W 126.20 feet to a found iron pin, thence N02°23'08"E 42.50 feet to a found iron pin, thence N87°32'59"W 525.00 feet to a found iron pin, thence N02°23'08"E 127.28 feet to a found iron pin, thence N87°52'28"W 139.74 feet to a found iron pin, thence N87°32'59"W 225.19 feet to the centerline of SW Morningstar Road, thence following said road N02°20'14"E 538.43 feet to the point of beginning, containing 19.36 acres, more or less. Subject to any other Rights of Way or Easements of record or fact.

Exhibit "2"

A part of the West 1/2 of the South 1/2 of the SE 1/4 of Section 11, Township 19 North, Range 31 West, Benton County, Arkansas, being more particularly described as follows: Commencing at the SE corner of the SE 1/4 of said Section 11; thence North 87 degrees 26 minutes 34 seconds West a distance of 2662.31 feet; thence North 02 degrees 20 minutes 14 seconds East a distance of 525.28 feet for the point of beginning; thence North 02 degrees 20 minutes 14 seconds East a distance of 251.21 feet; thence South 87 degrees 33 minutes 11 seconds East a distance of 200.19 feet; thence on a curve to the right having a length of 21.22 feet, a bearing of North 47 degrees 25 minutes 04 seconds East and a chord of 19.10 feet; with a radius of 13.50 feet; thence South 87 degrees 32 minutes 59 seconds East a distance of 126.23 feet; thence South 02 degrees 23 minutes 08 seconds West a distance of 280.00 feet; thence North 87 degrees 32 minutes 59 seconds West a distance of 136.51 feet; thence on a curve to the right having a length of 21.19 feet; a bearing of North 42 degrees 34 minutes 56 seconds West and a chord of 19.08 feet, with a radius of 13.50 feet; thence North 02 degrees 23 minutes 08 seconds East a distance of 1.80 feet; thence North 87 degrees 32 minutes 59 seconds West a distance of 189.73 feet to the point of beginning. Being subject to any easements and rights of way of record or fact.

Tran: 443437
Total Fees: \$90.00

Benton County, AR
I certify that this instrument was Electronically filed
on 09/13/2017 2:16:14PM
in DEED Book 2017 Pages 57338 - 57348
Brenda DeShields-Circuit Clerk

