

2005 52542

Recorded in the Above

Deed Book & Page

09-29-2005 01:59:21 PM

Branda DeShields-Circuit Clerk

Benton County, AR

Book/Pg: 2005/52542

Term/Cashier: CIRCLK04 / SWhite

Tran: 3432.103720.285497

Recorded: 09-29-2005 13:59:40

DFE Deed

REC Recording Fee

Total Fees: \$ 65.00

65.00

0.00

Covenants being amended to attach EXHIBIT "A"

M P DEVELOPMENT, LLC

PRESENTS

STANDING OAKS SUBDIVISION

BLOCK I

PEA RIDGE, AR 72751

This attaches to final plat

2004 639

Recorded in the above Plat

Book Page

9/29/2005

Wet

**Declaration of Covenants, Conditions and Restrictions
For
Standing Oaks Pea
Ridge, Arkansas**

This Amendment of Covenants, conditions and Restrictions made this 29th day of September 2005 by MP Development an Arkansas Limited Liability Company, referred to herein as "Developer" and by Standing Oaks, Property Owner's Association, Inc., referred to herein as "The Association" or "The POA" concerning the residential subdivision known as Standing Oaks referred to herein as "The Subdivision".

Whereas, the Developer is the owner of real property located in Pea Ridge, Arkansas, being more fully described in Exhibit "A" attached to this Declaration; and

Whereas, the Developer is in the process of developing and platting the aforesaid real property into a residential community, and contemplates subdividing such property into individual quality, single family residential lots. And in addition, contemplates setting aside certain tracts of land for common landscaped areas, for signs identifying the subdivision and other amenities; and

Whereas, the Developer desires that the entire subdivision constitute a single residential community, with rights and obligations towards the ownership and maintenance of the landscaped common areas at or near the entries to the subdivision, as well as the signs identifying the subdivision; and

Whereas, the total development of the subdivision residential community will take several months.

Whereas, the Developer and the Association desire to provide for building and use restrictions to promote and insure that the Subdivision is a quality residential community, to protect the property values of all property owners within the subdivision is a quality residential community, to insure that all homes are constructed of quality materials and workmanship, and are compatible with other homes in the Subdivision

Therefore, In consideration of the foregoing, the Developer and the Association Hereby subject all of the real property described in Exhibit "A", now known as Standing Oaks Subdivision, to the covenants, changes assessments, conditions and Restrictions set forth in the Declaration.

**SECTION ONE
GOVERNING BODIES**

A. **GENERALLY.** This Declaration shall be implemented by the Board of Directors of the POA ("Board of Directors" or "the Board") and the POA's Architectural Control Committee and the Violations Committee, as established herein.

B. **POA BOARD OF DIRECTORS.** The board of Directors of the POA shall consist initially of three (3) directors, which shall be designated representatives of the Developer. After all three directors have served one year, they shall elect one of them to resign. The remaining directors shall thereafter appoint a successor, which shall serve a three (3) year term. In the event of the death or resignation of any initial director prior to the expiration of his or her term, the vacancy shall be filled by an appointment of the remaining directors. After the expiration of the terms of the initial directors, elections shall be held to fill each of the three (3) seats, which shall have staggered terms of three (3), four (4) and five (5) years, respectively. Upon the expiration of each term of these initially elected directors, elections shall be held to fill the expired position, which shall thereafter be for a term of five (5) years. These subsequent directors shall be residents of the subdivision. Whose elections will be held at called meetings upon giving ten (10) days written notice to all lot owners, who may cast one vote for each platted lot owned. The Board of Directors of the Association shall have the sole authority to appoint members to the Architectural Control Committee, as provided for herein. Additionally, the Board of Directors of the Association shall have the power to enforce this Declaration and to review all violations of this Declaration of proper action.

C. **ARCHITECTURAL CONTROL COMMITTEE**

1. **Purposes and Composition.** To insure that all dwellings and accessory buildings constructed or to be constructed in the subdivision have good quality materials and workmanship and are compatible with other dwellings and accessory buildings constructed or to be constructed in the Subdivision, there is hereby established an Architectural Control Committee (hereinafter referred to as "ACC"). Upon its initial formation, the ACC shall be composed of three (3) members, to be appointed by the Developer, whose terms shall be for three (3) years, commencing upon the date of the execution of this declaration. Darin Riggins and Kevin Riggins as two of the architect committee members. Thereafter, the members of the ACC shall be appointed by the Board of Directors of the POA. Other than those initially appointed by the Developer's appointed representative, may serve on the ACC. In the event of the death or resignation of any member prior to the expiration of his term, the Board of Directors of the POA shall

appoint a successor to complete the term of the deceased or resigning member.

2. AUTHORITY AND DUTIES

- a. Any property owner seeking to construct a new home or other permanent structure, or to add or to modify any portion of the exterior of an existing home, shall submit the plans and written specifications to the ACC for review. The written plans and specifications for the exterior shall include, but not be limited to decks, hot tubs, patios, pools additions to or deletions of planted or landscaped areas, equipment and material storage buildings, accessory buildings, dog runs, gazebos, arbors, roofing material, exterior lighting, exterior building materials and other similar construction, as well as the builder(s) which the property owner intends to use to erect the same.
- b. No construction, change, modification or alteration shall commence until the plans and specifications detailing the nature, kind, shape, height, construction materials and location of the improvements on the lot and a landscaping plan for the lot, shall have been submitted to, and approved in writing by the ACC. In event the ACC fails to approve or disapprove said plans and specifications within thirty (30) days after written confirmation by the ACC that sufficiently complete plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the declaration will be deemed to have occurred. It shall be the responsibility of the lot owner to obtain the written confirmation that sufficiently complete plans and specifications have been submitted.
- c. Without limiting the factors to be considered in the approval or disapproval of any plans and specifications submitted to it the ACC shall apply the building restrictions set forth below under Sections II and III of this declaration.
- d. Notwithstanding the foregoing provisions, the ACC and the association shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this Declaration, and no member of the ACC or the Association and its Board of Directors shall have any liability, responsibility or obligation whatsoever for any action or decision, or lack thereof. The ACC and its members shall have only advisory and approval functions; the sole responsibility for compliance with all of the terms of this declaration shall rest with the lot owner. Each lot owner agrees to save, defend and hold harmless the ACC and the Association and its members on

account of any activities of the ACC relating to such *lot* owner's property or buildings to be constructed.

- e. Only building contractors who have been approved by the ACC in conjunction with plans submitted to it by a property owner shall be allowed to construct any improvements within the Subdivision. Additionally, the ACC may require the building contractor to secure an appropriate letter of credit prior to commencing construction. Any building contractor participating in ant fashion on any job in the subdivision impliedly consents to the authority of the ACC to set forth additional requirements or restrictions as may be deemed appropriate.

ARBITRATION OF DISPUTES

- a. In the event of a dispute between a lot owner and the ACC involving a disapproval of planned construction or any other aspect of the ACC's function, the lot owner shall make a written demand upon the ACC for arbitration and shall in such written demand designate an architect licensed in the State of Arkansas to serve as an arbiter. Upon receipt of a written demand for arbitration and the name of the architect designated by the lot owner, the ACC any vote to submit the dispute to the architect designated by the lot owner as the sole arbiter, or the ACC may, within fifteen (15) days from the date of such written demand, give written demand, give written notice to the lot owner of the name of a licensed architect to serve as an arbiter, and the two architects so selected shall then agree on a third person, whether an architect or not, and the three persons so appointed shall then proceed to consider the written position or statement of the lot owner and ACC. conduct such study or investigation as the committee of arbiters deem appropriate and render a written decision, signed by at least two of the arbiters, which written decision shall be final and binding on the ACC and the lot owner.

- b. It is specifically intended that the provisions within this section for arbitration of disputes shall replace litigation as the method for resolving disputes under the Declaration. Any fees or costs incurred by a lot owner for the services of an architect shall be at the lot owner's expense, as well as one-half (%) of any fees or expenses charged by the third arbiter, and no award of fees or expenses shall be made by the arbiters. Any expenses incurred by the ACC in regard to arbitration or enforcement of arbitration decisions shall be paid by the POA, and if the Association does not have adequate funds for such payment, these expenses shall be shared equally by the owners of each lot in the subdivision (with the exception of the lot owner involved in the arbitration) in the form of a special assessment by the POA.

4. VIOLATIONS AND ENFORCEMENT

- a. In the event the ACC determines, by its own investigation or upon complaint by a lot owner that any lot owner has violated the Architectural Control Provisions of this Declaration, or any other provision of this Declaration, the ACC shall have the right to serve a written demand for arbitration designating a licensed architect as an arbiter in the case of a violation of the Architectural Control Provisions of this Declaration, or designating any third party as the arbiter for any other violation. A lot owner receiving such written demand, respond in writing accepting the designated arbiter as the sole arbiter, or designating in writing a second arbiter, and in such event, the two arbiters shall agree upon a third, and the arbitration committee shall proceed as set forth above to render a written decision. Any decision of a sole arbiter or committee of arbiters shall be binding on all lot owners within the subdivision, and in the event the decision requires actions be taken by a lot owner, the lot owner shall comply with such requirement within thirty (30) days or within the time specified in the written decision of the arbiters, whichever time period is longer. Should the lot owner fail to comply within the applicable time period, any lot owner, the ACC or the POA shall have the right to bring an action in a court of competent jurisdiction to enforce the arbitration decision and shall be entitled to recover a judgment against such lot owner for all costs and expenses incurred in the enforcement of such arbitration decisions.

**SECTION TWO BUILDING
AND USE RESTRICTIONS**

- A. A "building site" shall consist of one or more numbered lots as shown on the face of the plat or any modifications or adjustments, no individual lot may be split to create two or more lots.
- B. No building or structure shall be erected, constructed, maintained or permitted on such residential lots, except on a "building site" as defined above.
- C. No building, except a single-family residential building together with detached garage and/or such other accessory building not to exceed 250 sq feet, may be permitted by local land use or ordinances, and as may be approved by ACC, shall be permitted. Such accessory buildings shall not be used for or in connection with multi-family living, and each building site shall be used for no more than a single-family residence. All such buildings shall conform to all City of Pea Ridge ordinances as may apply. Additionally, no easements for ingress, egress, utilities or for any other use may be placed on any lot for the purpose of gaining access or providing utilities to any property outside of the subdivision.

D. BUILDING TYPE

1. Minimum Square Feet:
This shall be heated and air conditioned space with the following lot minimums
 - a. Lots one (1) through one hundred fourteen (114), shall be 1350 square feet excluding porches and garage
 - b. All other lots shall be no less than 1500 square feet excluding porches and garage
2. A minimum of one (1) two car garage will be required for each dwelling and must be kept and maintained as part of the house. Unattached garages shall require ACC approval and shall be constructed in the same architectural style and materials as the main residence.

3. All driveways shall be constructed of concrete. No gravel, asphalt or dirt driveway shall be permitted.
4. Revisions to approved architectural plans are discouraged, however, any revision to any previously approved plan should be for upgrade purposes only. All revisions must be submitted to the ACC as set forth herein prior to commencing construction
5. Any limitations in this Declaration to the contrary notwithstanding, until housed have been constructed of model homes, sales offices, construction sheds or *for* storage of materials
6. All lots must have a public sidewalk as per the city of Pea Ridge to be placed by the property owner at construction.

E. BUILDING MATERIALS. The exterior walls of each building constructed or placed on any lot shall be masonry material, which shall include brick or stone with a minimum of front and the sides' masonry to return 4'-0 inch. The balance to be vinyl siding for rear porches, dormers and gables only. Windows to be vinyl unless specifically approved by the ACC. This restriction shall not apply to the eaves or fascia of any such building they shall be covered in metal or other Architectural accents. All exterior colors (Earth Tones Preferable) of any material must be compatible and approved by the ACC.

F. ROOFS. All roofing material shall be approved by the ACC prior to the installation of such materials. Such materials shall be limited to 30-year architectural shingles; no metal roofs shall be permitted. The roof pitch of any structure shall be an eight foot rise over a twelve foot run (8x 12") minimum.

G. YARD SPACE RESTRICTIONS AND BUILDING LOCATION. All set back distances shall be twenty five feet (25') front, ten foot (10') side and twenty foot (20') rear into smaller lots or parcels other than shown on the record plat for the purpose of creating additional building sites or lots except that a lot may be divided to combine portions of it with adjacent lots on both sides to enlarge the building sites on said adjacent lots, but at no time shall these conditions exceed the plat as approved by the city of Pea Ridge.

K EXTERIOR MECHANICAL DEVICES. Air condition units, heat pumps, solar devices, chimney flues, hot tub, pumps, swimming pools pumps, filtration systems, satellite dishes and similar mechanical equipment shall be aesthetically

concealed from view on all sides with the front being prohibited and shall be shielded in such a manner to minimize noise and safety concerns preferably on garage side. All such devices shall be concealed unless otherwise pre-approved by the POA.

I. YARDS AND LANDSCAPING REQUIREMENTS. All yards to be landscaped. All landscaping shall be completed within 90 days after closing. All toys, newspapers, etc. must be picked up so as not to accumulate in an unsightly manner in view of any street front yard. Grass is to be kept mowed so as to never be above six inches (6). All lots are required to plant one (1) tree.

J. FENCING. Fencing of front yards is prohibited. Any fence located on any lot must be approved by the ACC as to material, location, height and quality prior to the commencement of construction, provided that no chain link fences shall be permitted. No fence shall have a height in excess of six (6) feet. The front line of any fence shall not exceed the front elevation of the residence around which it is placed. Any necessary alteration to fences to maintain utilities will be done at the owner's expense. Dog pens may be chain link; limited to 120 sq feet must be properly screened as required by the ACC. Must be in rear yard portions and kept so as not to be a nuisance or obnoxious to any adjoining lot owner. All perimeter lots shall have a 6'-0" privacy fence placed at rear if property at completion of construction. No fences shall restrict the drainage of water from any lots.

K. MAILBOXES. All mailboxes shall be uniform, constructed of cast metal. All mailboxes must meet United States Postal Standards and shall be kept in a good state of repair at all times. The contractor shall provide all mailboxes to each lot owner.

L. ASSESSORY BUILDINGS. All outbuildings, accessory buildings shall be approved by the ACC, and shall be placed behind the back line of the houses. No wall or roofline of any such building shall exceed the lines, which run from either side of the residence to the back lot line. All such buildings shall be constructed of similar style and materials as that of the main residence.

M. GARAGES. All garages must face a common property line on lots where this requirement is practical to be decided by the architectural committee.

- N. **FUTURE COVENANT.** Owner/purchaser's of lots and the City of Pea Ridge that the development of future lots shall not reduce minimum square footage of lots or homes as set forth in Section Two D, A and B.

SECTION THREE

ADDITIONAL BUILDING USE AND GENERAL RESTRICTIONS

- A. **OFFENSIVE ACTIVITIES.** No obnoxious or offensive activity shall be carried on or permitted upon any lot or on any street or sidewalk adjacent thereto, nor shall anything be done thereon which may be or may become an annoyance or nuisance to adjacent lot owners or to the subdivision. Any lot owner violating this paragraph shall be required to indemnify and hold harmless the ACC or the POA for any expense it incurs in alleviating the obnoxious or offensive activity, annoyance or nuisance.
- B. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind whatsoever shall be permitted upon, about or in any lot, nor shall any oil well, tank tunnels, mineral excavations or shafts be permitted upon or in any lot. Except that one (1) storm shelter may be constructed with proper ACC approval.
- C. **SIGN AGE.** No signage shall be permitted on any lot or on any house after it is initially sold; provided, however, that on "For Sale" sign may be placed in the front of the property within ten (10) feet of the curb and such sign shall be no larger than five (5) square feet and no more than three (3) feet high. Any such "For Sale" sign must be removed within ten (10) days of the date of the sale of the property. However, the Developer hereby reserves the right to erect construction site signs, lot signs and signs to designate the name of the addition and the advertisement thereof without regard to the above restriction. The Developer or the ACC reserves the right to remove any sign which it deems to be obnoxious or non-compliant or unsightly due to shape, color, size, etc. Further, the Developer reserves the right to display within the subdivision for a period of five (5) years after the adoption of this Declaration signs advertising the availability of lots for sale by the developer, which shall not be subject to the size restriction set forth in this paragraph. Contractors may display only one contractor's sign and a building permit. No other advertising signs shall be permitted.
- D. **SIGHT DISTANCES AT INTERSECTIONS.** No obstructions, including landscaping, shall be permitted at or near intersections of streets within the subdivision, which block or obstruct a reasonable sight distance for vehicular and pedestrian traffic within the subdivision.