Rush-tal Properties
3200 West Tyler
Ste B
Conway 72034
(3)

021195

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Faulkner County
SHARON RIMMER
FAULKNER COUNTY CIRCUIT CLERK
Fees $14.00
by _____ D.C.

24933

COVENANTS AND RESTRICTIONS
CANTERBURY PLACE SUBDIVISION

The undersigned, being the owner of the following described property in the city of Conway, Faulkner County, Arkansas:

CANTERBURY PLACE SUBDIVISION As shown on a plat of record in Book of Town Plats, Volume K, Page 108, of the Records of Faulkner County, Arkansas.

Desiring to protect the buyers and owners of said lands against the undesirable uses of residential property that can detract from or deter the enhancement of the neighborhood, have caused a plat of said lands, dividing the same into tracts and streets, to be filed for record in Book K, Page 108, of the Plat Records of Faulkner County, Arkansas, and do hereby cause the following restrictions to be recorded to make said lands more attractive to home buyers and sound for investors.

The filing of said Plat and of these Restrictive Covenants and a copy of said Plat for record in the Office of the Circuit Clerk and Ex-Officio Recorder of Faulkner County, Arkansas, shall be a valid and complete delivery and dedication of the streets, subject to the limitations herein set out.

The land embraced in said Plat shall forever be known as **CANTERBURY PLACE SUBDIVISION** to the city of Conway, Arkansas, and each and every deed of conveyance for any lot in said subdivision describing the same by the lot number shown on said Plat shall forever be deemed a sufficient description thereof. Said owner hereby donates and dedicates to the public forever an easement and right-of-way upon, over and across said streets as shown by said Plat, to be used as public streets.

Said land herein platted, and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants, to-wit:

1. **AREA OF APPLICATION:** These covenants shall apply to those lands designated as: Lots 1 through 70 of CANTERBURY PLACE SUBDIVISION. These Covenants shall not apply to any other lands shown on said Plat.

2. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a single-family residence not to exceed two stories in height, a private garage, guest house, servant quarters and other out-buildings incidental and related to residential use of the premises; provided, however, nothing herein contained shall be construed to prevent or prohibit an owner of two or more contiguous lots or parts of lots from utilizing the same as a unit for a building site, and in any such instance, the lot lines referred to in Section 5 of the covenants and restrictions shall be exterior extremities of such unit, but in each instance, all minimum set back and area requirements hereinafter set out shall apply to such unit, and compliance's therewith shall be required.

3. **ARCHITECTURAL CONTROL:** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, size of dwelling, materials, harmony of external design with existing structures, and as to location within respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum setback line unless similarly approved. There will be no chain link fences erected. The Architectural Control Committee shall approve all fences and outbuildings constructed. Outbuildings must have the same quality of construction and same exterior building materials with 40% brick coverage so they will correspond with the house construction. Approval shall be as provided in Section 15 hereof.

4. **DWELLING SIZE: Lots 1 through 70** the ground floor area of the main structure, exclusive of open porches and garages shall not be less than **1,700 square feet** heated and cooled for a one story dwelling, or less than 1200 square feet for a dwelling of more than one story, provided, however, that a dwelling of more than one story shall contain the minimum aggregate of 1700 square feet as described above. Dwelling shall be at least 60 percent brick.

5. **BUILDING LOCATION:** Any location of building shall meet city requirements.

6. **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities and area fences are reserved as shown on recorded plat, over the rear seven and one half (7 1/2) feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which would damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in said easements, or which may obstruct or retard the flow of water through drainage channels in the easement.

7. **LOT AREA:** As shown on Plat, under no circumstances can any lot be subdivided.

8. **NUISANCES:** No noxious or offensive activity shall be carried upon any lot nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.

9. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used upon any lot at any time as a residence, either temporarily or permanently.

10. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

11. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarry, or mining operations of any kind shall be permitted on the property or in any lot, nor shall oil wells, tanks tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

12. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

13. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition. The buyer is responsible for removing all stumps and debris brought about by clearing the building site.

14. **MAIL BOXES: Mailbox and pedestals must be of same make and model as used throughout the subdivision.** The Post Office should be contacted about location of mailbox before construction.

15. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee is composed of Hal Crafton and Kevin Watson whose address is Conway, Arkansas. 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 owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore it to any of its

powers and duties. The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 days, plans and specifications which have been submitted to it, or in any event if no suit to enjoin the constructions has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with. On September 1, 2005 the Architectural Control Committee shall be handed over to the Property Owners Association.

16. **TERMS:** These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damage.

18. **SEVERABILITY:** Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

19. **ROOF SPECIFICATIONS:** All roofs must have a minimum of 8-12 degree pitch. The Architectural Control Committee must approve any variations. This roofing material must be Architectural 30 year composition shingles.

20. **YARDS:** Entire yards to be fully sodded.

21. **PROPERTY OWNERS ASSOCIATION:** Each Property Owner will agree to join a Property Owners Association whenever 60% of the lots have been sold, with the exception of lots that have not been purchased from Developer.

22. **MOTOR HOMES, BOATS, TRAILERS:** No motor homes, boats, trailers, campers, nonfunctional cars, or motorcycles shall be parked in a driveway or on the street, other than short term visitors. Any such vehicles or equipment must be parked or stored in a garage or behind a screening fence, a minimum of 6 feet high in the side or back yard. Non-functional cars may not be parked anywhere in the subdivision.

WITNESS our hands and seals this 30 day of Sept, 2004

PREMIER HOMES, LLC

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
COUNTY OF FAULKNER)

On this 30 day of Sept 2004, before me a Notary Public, duly Commissioned, qualified and acting, within and for the County and State appeared in person the within named and to me personally well known, who stated that he is fully authorized in his respective capacity to execute the foregoing instrument further stated and acknowledge 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 30 day of Sept, 2004.

JUDITH B. QUICK NOTARY PUBLIC FAULKNER CO., AR EXP. 7-31-2008

Notary Public

My commission expires: 7-31-08

CERTIFICATE OF RECORD
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