

Record

**COVENANTS AND RESTRICTIONS
CENTENNIAL VALLEY NORTH SUBDIVISION**

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

CENTENNIAL VALLEY NORTH SUBDIVISION, as shown on a plat of record in Book of Town Plats, Volume J, Page 331 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 J, Page 331 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 **CENTENNIAL VALLEY NORTH 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 5 of **CENTENNIAL VALLEY NORTH 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 and one-half stories in height, a private garage for at least two cars with not less than 20 feet in width and 20 feet in depth, 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. **GARAGES:** No garages shall face the front of any lot. Side entry garages are required on all lots for main garages. Detached garages \ cart buildings may face the front of the lots as long as the building sits a minimum of 25 feet behind the front of the main home structure.

4. **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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. There will be no chain link fences erected. All fences and outbuildings constructed shall be approved by the Architectural Control Committee. 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 21 hereof.

5. **FENCING:** On all lots bordering the golf course the only fence allowed to be constructed within 35 feet of the back lot line will be the 5.5 feet high, black wrought iron fencing, matching the fencing already installed. No gates bordering the back shall be wider than 36 inches.

6. **DWELLING SIZE:** The ground floor area of the main structure, exclusive of one-story open porches and garages, lots 1 through 5, shall not be less than 2,300 square feet heated & cooled, for a one story dwelling, or less than 1,500 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 2,300 square feet as described above.

7. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, but in no event shall any building be located on any lot nearer than 25 feet to the front lot line or any side street line building shall be located nearer than 8 feet to any interior lot line, and no principal dwelling shall be located on any interior lot line nearer than 25 feet to the rear lot line. For the purpose of this covenant eaves, steps and open porches shall not be considered as a part of a building. Final approval of setback lines must be approved by Architectural Committee.

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

9. **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities and area fences are reserved as shown on recorded plat. Within these easements, no permanent or temporary structures, planting, or other equipment or other material which would require excavation of any sort shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or pipelines 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.

10. **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.

11. **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.

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

13. **MAIL BOXES:** Mail boxes with pedestals shall be provided by Centennial Valley, LLC.

14. **ANTENNAS:** Antennas of any kind may not extend above the roof line. No dish-type antennas shall be allowed unless concealed from neighbors view.

15. **LANDSCAPING:** The exterior landscaping shall consist of solid sod in the front and side yards with trees, shrubs, and ground cover to make the yard aesthetically pleasing. Rear yards shall have full sod or suitable ground cover installed. All landscaping plans to be approved by the Architectural Control Committee. Any exceptions must be approved by Architectural Control Committee.

16. **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.

17. **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.

18. **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 bought about by clearing the building site. Said stumps and debris must not be pushed onto other property.

19. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of a street property lines extended. The same sight line limitations shall apply on any lot within the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be erected which would extend toward a street past the building setback line.

20. **ROOF SPECIFICATIONS:** All roofs must have a minimum of 7-12 degree pitch and use fiberglass architectural shingles. Any variations must be approved by the Architectural Control Committee.

21. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee will be the same as serving Centennial Valley Subdivision Phase I

22. **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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

23. **PROPERTY OWNERS ASSOCIATION:** Each Property Owner will agree to join a Property Owners Association, Centennial Valley Phase I Home Owners Association and pay all fees set forth by Association.

24. **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. Nonfunctional cars may not be parked anywhere in the subdivision.

25. **SEVERABILITY:** Invalidity 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.

WITNESS our hands and seals this 2ND day of AUG. 2002


Centennial Valley, LLC

ACKNOWLEDGEMENT

STATE OF ARKANSAS)

COUNTY OF FAULKNER)

On this 2 day of Aug, 2002, 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 2 day of Aug, 2002.

Notary Public

My commission expires: 7-31-08



Doc#2002- 15988

Date 08/12/2002

10:44:25 AM

Filed & Recorded in

Official Records of

Faulkner County

SHARON RIMMER

FAULKNER COUNTY CIRCUIT CLERK

Fees \$17.00

by

D.C.

CERTIFICATE OF RECORD

Doc#2002- 15988

08/12/2002

10:44:25 AM

Filed and Recorded in Official Records of

FAULKNER COUNTY

SHARON RIMMER

FAULKNER COUNTY CIRCUIT CLERK

by

D.C.