

Lee Smith 328-9971
4685 Sawgrass Cove
Conway 72034

Doc#2004- 5613

**Covenant revisions and additions to be incorporated into the existing
Centennial Valley Covenants**

A-5664

Phase I, II, North & S

Revision to Current Covenant Section 24. Vehicle Parking and Equipment:

No boat, trailer, camper (on or off the supporting vehicle), tractor, commercial vehicle, van, mobile home, motor home, motorcycle, ATV, or any towed trailer, shall be stored or parked within the subdivision, except in a completely enclosed garage, or behind a ACC approved backyard screening fence at a minimum height to provide concealment from public view. For the purpose of servicing or cleaning, any of the above items may be parked between the curb and building on the driveway of a lot for not more than 72 hours in any 30 day period. The intent of this covenant is to prevent clutter and enhance natural appearance.

New Covenants to be incorporated into the current Covenants

26. Maintenance of Structure and Grounds:

Each owner shall maintain the exterior of the dwelling and any other structure, lawns, landscaping, walks and driveways in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces shall be repainted periodically and before the surfacing becomes weather-beaten or worn off. Periodic exterior maintenance also includes repair and maintenance of gutters, downspouts, roofs, paving, lawn, shrubs, trees, other landscaping materials, fences, signage, mailboxes and outdoor lighting.

Owners shall mow their grass and keep landscapes trimmed regularly. Owners of lots shall dispose of cleared trees in a way to prevent accumulation of brush, slash, stumps, trash, or other materials which may constitute a fire hazard or render a lot unsightly. Owners are responsible for prompt treatment or removal of dead or diseased trees. Any owner who fails to keep their lawn in a neat and presentable appearance hereby authorizes the CVNA to perform or hire such maintenance to be done, and agrees to pay for the actual cost of such maintenance, plus an administrative fee of \$100 to the CVNA for arranging the necessary maintenance. The lot owner will be given 7 days to comply, via verbal or written notice of the infraction, after which time the CVNA may make arrangements to have the necessary work completed. Payment shall be made on or before fourteen days after the owner is billed. If payment is not made, the CVNA shall have the remedies set forth in Section 28. (Enforcement) of these covenants. Alternatively, the CVNA may elect to assume this duty, in which case the CVNA shall have the mowing or trimming performed and paid for from the CVNA treasury. The CVNA Board/ACC has the final decision in defining whether a lots appearance is within the terms of the covenants.

27. Refuse and Rubbish:

Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers shall be kept so they shall not be visible from other lots or from public streets. No trash, litter, junk, equipment, boxes, or other such items shall be permitted to remain exposed upon the premises and visible from public streets or reasonably from other lots within the subdivision.

28. Enforcement:

A: Law: Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, to recover damages, or both. Covenants are for the use, convenience and protection of all property owners.

Declarant, CVNA Board/ACC, or any individual lot owner may act to enforce the covenants; none of the foregoing, however, are obligated to do so, except the CVNA Board/ACC shall have the obligation of enforcing the provisions of the associations by-laws and covenants.

Declarant and the CVNA Board/ACC, together or separately, or through authorized agents or employees further reserve the right, whenever there shall have been an apparent violation of one or more of the provisions of these covenants and after seven (7) days notice to owner, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass.

Property owners in Centennial Valley expressly agree to abide by injunctions without necessity of bond, in order to simplify judicial proceedings to remedy covenant violations. In addition, if a judicial action is necessary to prohibit a covenant violation, and a violation is established, the violator(s) shall pay and agree(s) to pay all cost of the enforcement proceeding, including all attorney fees, trial and pretrial expenses, including expert witnesses, depositions, discovery and court cost. Further, the violator(s) shall pay and agree(s) to pay all such fees, expenses and cost arising from any counter claim or cross claim against the CVNA or members of the ACC, either individually or in their capacity as ACC members, arising from any such violation. **As a matter of contract in these covenants, the members of the CVNA Board/ACC are exempt from liability, and there shall be no award of attorney's fees, court cost or any other costs of dispute resolution to any property owner based on "prevailing party" or other legal theory.**

B: Precedents: The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a precedent or a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or

subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

C: Funds: At the discretion of the CVNA Board, funds received from the association annual dues may be used for the enforcement of the protective covenants and other normal costs and expenses of the CVNA, including, but not limited to paying legal or other expenses involved in enforcing these covenants. Failure of the CVNA to use these funds to enforce a covenant violation shall not preclude an individual lot owner from bringing suit to enforce these covenants.

D: Liens: Non payment of dues, fines or fees incurred by the CVNA in enforcing correction of a bona-fide violation of these covenants, shall result in a recorded lien being placed on the lots and/or lot interest owned by the violator, including improvements thereon, said lien to bear interest at 10% per annum from the date filed. CVNA is empowered to file such a lien if within thirty (30) days of written notification to the owner of amount due, owner hasn't made payment in full. Such lien shall run with the land unless said property is repossessed by the CVNA, it's successors or assigns, in which case the lien shall become null and void and shall be hereby released at that time. **Continued failure to pay such liens may result in foreclosure on the entire property in order to enforce payment.**

E: Remedial Process:

- The Board/ACC generally expects to amicably resolve violations and disputes regarding interpretation of the Standard through straightforward discussions with the homeowners/property owners.
- After all attempts to resolve a violation have been exhausted, including the opportunity for a hearing, the Board/ACC will select the appropriate remedy and notify the Property Owner of such action. The Board of Directors is hopeful that homeowners will act as good neighbors and therefore minimize the time and expense associated with unpleasant legal remedies.

Homeowner Association Remedies

The CVNA shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, reservations, liens and charges now or hereafter imposed by the provisions of these covenants. Failure by the CVNA to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Remedies include but are not limited to:

- a. Obtaining a Restraining Order to prevent an action.

- b. Obtaining a Court Order to require the homeowner to remove a project.
- c. Imposing a daily fine of up to \$100 per day for each day the violation remains.

29. Lawn Ornaments and Lawn Embellishments:

All lawn ornaments and embellishments must be in keeping with the architectural and aesthetic character of the existing lawns in the neighborhood. Lawn ornaments and embellishments include, but are not limited to, ornamentation on a patio, porch, and outside steps. Temporary lighting for decoration, holiday, and festival use, does not require a formal application. Holiday lighting may be operative for a period not to exceed six weeks. After the period of use, all temporary lighting and decorations shall be removed. The CVNA Board/ACC has the final decision in defining whether a lot's appearance is within the terms of the covenants.

IN WITNESS WHEREOF, this covenant revision and addition document has been executed this 22nd day of March, 2004.

Centennial Valley Neighborhood Association, Inc.
Attn: Lee Smith, Vice-President
4685 Sawgrass Cove
Conway, Arkansas 72034

BY: _____

Vice-President

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF Pulaski

On this 22 day of March, 2004, before me the undersigned Notary Public, duly commissioned, qualified and acting, within and for the County and State, appeared in person Lee Smith, the within named President to Centennial Valley Neighborhood Association, Inc., an Arkansas Non-Profit Corporation, being the person authorized by the corporation to execute such instrument, and acknowledged that he signed, executed and delivered said foregoing instrument for uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22 day of March, 2004.

Jane B. Bzyl
Notary Public

My commission expires: April 10, 2004



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CURT CLERK

D. C.

Fees \$20.00

by W D.C.

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SHARDON KUTNER
FAULKNER COUNTY CIRCUIT CLERK

by J. V. K. F. S. D.C.