

Record

COVENANTS AND RESTRICTIONS
CENTENNIAL VALLEY PHASE I SUBDIVISION

The undersigned, being the owners of the hereinafter described lands and wishing to protect the buyers and owners of said lands against the undesirable uses of residential property that detract from and cheapen a neighborhood, have caused the following covenants and restrictions to be filed for record for the purpose of creating a neighborhood which will be attractive to home buyers, sound for investors, and a credit to the community.

All lands hereinafter described shall be held, owned and conveyed for residential purposes and subject to and in conformity with the following covenants which, subject to being amended or canceled as hereinafter provided, shall be and remain in full force and effect from the date the same are filed for record in the office of the Circuit Clerk and Ex-Officio Recorder of Faulkner County, Arkansas.

1. **AREA OF APPLICATION:** These covenants shall apply to those lands designated as: Centennial Valley Phase I Subdivision, Lots 2 thru 84. The plat of this subdivision is recorded in Book J Page 91. 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 one detached single family dwelling not to exceed two and one-half stories in height, a private garage for a least two cars with not less than 20 feet in width and 20 feet in depth, guest house, servant quarters, and other outbuildings incidental and related to residential use of the premises. Provided, however, nothing herein contained shall be construed so as to prevent or prohibit the 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 these covenants and restrictions shall be the 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 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 and materials, harmony of external design with existing structures, and as to location with 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 building setback line unless similarly approved. There will be no chain link fences erected. All fences and out-buildings constructed shall be approved by the Architectural Control Committee. Out-buildings must have the same quality of construction and same exterior building materials so they will correspond with the house construction. Approval shall be as provided in Paragraph 15, 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 2 thru 14 and 79 thru 84 shall be not less than 2,300 square feet heated 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 2300 square feet as described above. Lots 77 and 78 shall be not less than 2,750 square feet, Lots 15 thru 76 shall be not less than 3,000 square feet heated for a one-story dwelling, or less than 1,800 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 2,750 (Lots 77 and 78) and 3,000 (lots 15 thru 76) 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. No 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 sub-divided.

9. **EASEMENTS:** Easements for 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, plantings or other equipment or other materials 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 the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

10. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance of nuisance to the neighborhood.

11. **TEMPORARY STRUCTURES:** No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on 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 the 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 LAND MINING OPERATIONS:** No oil drilling, or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations 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, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes.

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 incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. The buyer is responsible for removing any and all stumps and debris brought about by clearing 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 tree 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 7 -12 degree pitch. All roofs must also be constructed with a fiberglass architectural shingle or any variation must be approved by the Architectural Control Committee.

21. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee is composed of Hal Crafton and Rush F. Harding III 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 to it 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 after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction 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.

22. **TERM:** 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 automatically extended for successive periods of ten (10) years unless, at any time from the date of the recording of these covenants, 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 ASSOCIATES:** Each property Owner will agree to join a Property Owner's Association whenever 60% of the lots have been sold.

24. **MOTOR HOMES, BOATS, TRAILERS:** No motor homes, boats, trailers, campers, non functional cars, 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.

25. **SEVERABILITY:** Invalidity of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and affect.

1998. WITNESS OUR HANDS AND SEALS THIS 12TH DAY OF Nov.

Sharon Rimmer
Centennial Valley, LLC

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF FAULKNER)

On this 12 day of November, 1998, 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 12 day of November 1998.

Sharon B. Quick
Notary Public

My Commission Expires: 7-31-08



CERTIFICATE OF RECORD

State of ARKANSAS
County of FAULKNER

I hereby certify that this instrument was FILED FOR RECORD and is RECORDED on the DATE and TIME and in the BOOK and PAGE as stamped hereon.

DATE: 11-13-98 TIME: 11:49 AM
BOOK: 265 PAGE: 549

SHARON RIMMER
Faulkner County Circuit Clerk
and Ex-Officio Recorder Faulkner County
By: Sharon Rimmer D.C.