

**BILL OF ASSURANCES AND
PROTECTIVE COVENANTS
BOARDWALK ADDITION**

FILED FOR RECORD

'92 NOV 30 PM 12 25

WASHINGTON CO AR
A. J. MEYER

**A Subdivision to the City of Fayetteville
Washington County, Arkansas**

KNOW ALL MEN BY THESE PRESENTS, that Hyland Park, Inc., an Arkansas Corporation (sometimes referred to herein as "Declarant"), as owner and subdivider of all the lots in Boardwalk, a subdivision to the City of Fayetteville, Arkansas, (referred to herein as the "Subdivision"), hereby enters the following assurances and covenants with respect to the Subdivision:

1. All lots in the Subdivision shall be residential lots, and no structures shall be erected on any of said lots other than one single family dwelling to be used for residential purposes. A guest house, cabana, and/or detached garage designed for not fewer than two cars may be allowed as long as it is in keeping with the architectural design of said residence. Any dwelling house construction upon any lot shall have at least 2,250 square feet of heated area excluding porches, garages and breezeways and shall have not less than 1,500 square feet on the ground floor.

2. No vehicles may be parked on the streets of the Subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their families and guests. Also, no semi-trailer trucks or commercial vehicles shall be allowed to park overnight in the Subdivision, either on the streets or on privately owned lots.

3. No lot shall be re-subdivided or re-platted.

4. No trade or business shall be carried on upon any lot in the Subdivision, nor shall anything be done or performed thereon which may become an annoyance or nuisance to the neighborhood or detrimental to the residential value of any lot in the Subdivision.

5. No trailer, mobile home, tent, shack, metal building, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots.

6. Recreational and camping vehicles, utility trailers, and boats may be stored and parked on the lots. However, these vehicles, trailers and boats shall be located behind the house, guest house, or fence, or in or behind the garage, or otherwise screened so that they are not readily visible from the street or

adjoining lots. Screening walls and fences must be constructed of brick, stone or decorative wood.

7. No fences of any kind shall be constructed between the front building set back line and the curb without the permission of the Declarant. "Front" as used herein shall be that portion of the lot between the residence situated thereon and the street abutting said lot and included both sides of a corner lot. Any fence along or upon any portion of any lot in said Subdivision must be decorative wood and/or brick or stone masonry and not exceed six (6) feet in height. No chain-link metal fences shall be erected on said lots.

8. The owner(s) of each lot shall construct or cause to be constructed a concrete or asphalt driveway connecting a minimum of two-car garage of said dwelling to the street, said drive or drives being of adequate width to accommodate two or more automobiles in total.

9. All lots must have sod installed in the front and on both sides of the main dwelling.

10. Swimming pools are permitted in the Subdivision but must be ground level only.

11. Tennis courts, and similar recreational improvements are permitted in the Subdivision. However, no tennis court lights may be installed without the prior, expressed written consent of all adjoining lot owners.

12. Satellite television receiver dishes are specifically prohibited from being installed in the Subdivision unless local cable does not supply service.

13. No commercial or private farming will be allowed on any lot. However, a backyard garden will be permitted when it is sized for the needs of the family occupying the lot. Such a garden shall be maintained so that it does not appear weedy, unkept or unsightly.

14. 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 kept, bred or maintained for any commercial purposes. Provided further that such household pets must be kept in accordance with the leash laws of the City of Fayetteville, Arkansas.

15. All lots must be maintained in neat manner without the accumulation of debris or unsightly growth of grass or weeds.

16. No noxious or offensive activity shall be carried on upon any lot.

17. After construction has commenced on a lot or if any improvement is damaged or destroyed the improvement must be completed or restored promptly in order to avoid any unsafe or unsightly condition.

18. No sign of any kind shall be displayed to the public view on any lot except one (1) real estate sign of not more than nine (9) square feet for the sale of the property.

19. No inoperative or junk motor vehicles or other vehicles shall be permitted to remain upon any lot or lots or in any public streets in said Subdivision for a period in excess of two (2) days. At no time will motor vehicles be allowed to be parked on said lots other than on the driveway between the street and the garage.

20. The association of owners of lots in the Boardwalk Subdivision (the "Association") shall be responsible for maintenance and repair of the fence located adjacent to the west right of way of Arkansas Highway 265 bordering the Subdivision. Each lot owner shall be assessed a prorata share of the cost of maintaining and repairing such fence.

21. Declarant is the owner of the following property located adjacent to the Subdivision:

Part of the NE 1/4 of the NE 1/4 of Section 11, T16N, R30W, of the Fifth Principal Meridian in Washington County, Arkansas, and being more particularly described as follows: Commencing at the N.W. Corner of said NE 1/4, NE 1/4, thence N 88°18'21" E 363.24 feet to the P.O.B. thence North 88°18'21" East 935.957 feet; South 00°57'10" East 452.508 feet; South 88°32'19" West 420.000 feet; South 01°10'00" East 210.00 feet; South 88°32'19" West 108.053 feet; South 49°47'08" West 238.988 feet; North 40°12'52" West 227.310 feet; North 24°22'22" West 218.585 feet; thence North 429.81 feet to the P.O.B. containing 12.51 acres, more or less, subject to easements and rights of way of record.

hereinafter referred to as "the Adjacent Property".

Declarant reserves the right, for a period of five years from the date hereof, to annex all or any portion of the Adjacent Property as either common property (the "Common Property") or as additional

lots (the "Additional Lots") in the Subdivision. Annexation shall be deemed to be accomplished upon the filing of a Notice of Annexation in the office of the Circuit Clerk of Washington County, Arkansas, executed by the owners of all such property to be annexed. In the event such property is annexed to the Subdivision, all costs associated with the ownership, maintenance, repair and further improvement of the Common Property shall be paid by the owners of lots in the Subdivision. Each lot owner shall be assessed a prorata share of such costs and shall have the right to use and enjoy the Common Property, subject to such rules, restrictions and assessments which the Association may impose from time to time. Declarant shall have the right to assess a prorata amount of such costs, not exceeding \$150.00 per year to the owners of each lot in the Subdivision without further approval by the Association. The owners of any Additional Lots shall have the same rights and obligations as the owners of other lots in the Subdivision and any Additional Lots shall be subject to the provisions of the covenants contained herein.

22. Declarant also reserves the right, for a period of five years from the date hereof, without annexing the Adjacent Property to the Subdivision, to construct improvements on a portion of the Adjacent Property to be determined by Declarant (the "Amenity Property") which may include a swimming pool, tennis courts, clubhouse or other amenities, and to make such amenities available for use by owners or residents of lots in the Subdivision and by owners or residents of the Adjacent Property. The Amenity Property shall be deemed to be available for use upon the filing of a Notice of Availability in the office of the Circuit Clerk of Washington County, Arkansas, executed by the owners of all of the Amenity Property. Such Notice of Availability shall include a description of the Amenity Property and shall specify a period of availability to be determined by Declarant, but not to exceed a period of fifteen years. In the event the Amenity Property is made available for use by the owners and residents of the Subdivision, all costs associated with the maintenance, repair and further improvement of the Amenity Property, including payment of taxes, special assessments and insurance premiums from the date of filing of the Notice of Availability until termination of the period of availability shall be paid by the owners of lots in the Subdivision and by the owners of lots in the Adjacent Property. Each lot owner shall be assessed a prorata share of such costs and shall have the right to use and enjoy the Amenity Property, subject to such rules, restrictions and assessments which the Association and the owners of lots in the Adjacent Property may impose from time to time. Declarant shall have the right to assess a prorata amount of such costs, not exceeding \$150.00 per year to the owners of each lot in the Subdivision without further approval by the Association. Upon termination of such period of availability, the period of availability may be extended for successive periods of five years

each, subject to the same conditions contained herein, by affirmative vote of a majority of the owners of lots in the Subdivision.

23. Any assessment which shall be made against any lot as provided in paragraphs 20, 21 or 22 herein shall constitute a lien against such lot until it is paid. Any assessment which is not paid within 30 days after it becomes due shall bear interest at the highest rate permitted by applicable law. Declarant or the Association, as their interests appear, may bring an action at law against the owner personally obligated to pay such assessment or may foreclose such lien against the lot, and interest, costs and attorney fees for any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of the Common Property or the Amenity Property. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

24. In order to insure that all dwellings and other buildings to be located on any lot in the Subdivision shall be compatible with other improvements in the Subdivision, no buildings shall be erected, placed or altered on any lot in the Subdivision until the construction plans and specifications have been submitted to, and approved by, the Architectural Control Committee. For such time as the Declarant shall own one or more of the lots in the Subdivision, the Architectural Control Committee shall be made up such persons as the Declarant may appoint. At such time as the Declarant shall own none of the lots in the Subdivision, or at such earlier time as the Declarant may elect to resign from membership on the Architectural Control Committee, the Committee shall be made up of such persons as the Association may designate from time to time.

25. These covenants and restrictions are to run with the land, and shall be binding on all of the parties, their heirs and assigns for a period of 25 years from the date hereof. At any time within six months from the expiration date a majority of the then lot owners may express their intention in writing drafted so as to be recorded with the Register of Deeds that they no longer care for these covenants and the same shall be terminated. In the event that no such action is taken, these covenants shall continue for periods of five years and any five year period may be terminated in accordance with the terms for the original termination. It is further provided that should the majority of the lot owners at any time wish to amend these covenants either by adding to or taking from the present form, the same shall be incorporated in a written instrument capable of being recorded as above referred to and under the same terms and conditions thereof; provided, however, that the rights of the Declarant as set forth in paragraphs 21, 22, 23 and 24 herein shall not be amended, modified or revoked without the

written consent of the Declarant. Each lot shall entitle its owner(s) to one vote.

26. If the parties herein or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before the 25 years from date hereof and likewise as to continuations it shall be lawful for any other persons or person owning any lot in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other penalties for such violation.

27. In the event any provision or any part of these covenants shall be adjudged invalid or ineffective, the remaining provisions shall continue in full force and effect and shall be construed and enforced accordingly.

IN WITNESS WHEREOF this instrument has been executed this 30 day of Nov, 1992.

ATTEST:

J. Frank Broyles
J. Frank Broyles, Secretary

HYLAND PARK, INC.

BY:

James E. Lindsey President

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On this 30 day of Nov, 1992, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named James E. Lindsey and J. Frank Broyles, to me personally known, who stated that they were the President and Secretary of Hyland Park, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said 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 Nov, 1992.

My Commission Expires:

Karen Dutton
Notary Public

