

**PROTECTIVE COVENANTS AND RESTRICTIONS FOR
SUMMERSBY
FAYETTEVILLE, ARKANSAS**

Summersby does hereby establish and create the following Protective Covenants, which shall apply to said lots as shown on the recorded Plat of the said subdivision found in Plat Book.

1. **SINGLE-FAMILY RESIDENTIAL LAND USE AND BUILDING TYPE.** All lots within Summersby shall be governed by the residences as governed by the R1 zone in effect on the date these covenants were executed.

2. **BUILDING LIMITATIONS.** The subdivision and building codes of the City of Fayetteville, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in Summersby. All dwellings and other improvements shall comply with said ordinances as they exist on the date of such construction. Any conflict between such ordinances and the provisions of these Protective Covenants shall be resolved in favor of more restrictive provisions. Building, architectural, and design specifications shall be in accordance with those regulations set forth in the Fayetteville Zoning Ordinance designated R1. (Residential 1). No dwelling structure shall be constructed upon any lot within Summersby of less than 2800 square feet of heated living space on ground level and 3000 for 2 story, without approval of the Architectural Control Committee (as hereinafter set forth). Further, each dwelling shall have a private garage for not less than two (2) cars with dimensions of not less than twenty-two (22) feet by twenty-two (22) feet, and shall have a concrete driveway. All homes or outbuildings constructed on any lot must use tile, wood, or architectural roof. Exterior of all homes must have at least 75% brick, stone or stucco. In addition, compliance with the above referenced ordinance shall be judged and determined by and require a prior approval of the Architectural Control Committee (as hereinafter set forth), which shall view all plans and specifications for all structures prior to construction and be given the power to amend or alter any such designs or specifications prior to approval for construction in Summersby. The specifications and requirements of the above mentioned R1 zoning designation are designed as a minimum requirement for architectural and design specifications and may be supplemented from time to time, where not inconsistent, by the Architectural Control Committee, and such requirements shall be binding for prior approval of construction as required by these covenants. All builders and owners should contact the Architectural Control Committee prior to commencement of construction to be apprised of current requirements. Revisions to approved architectural plans are discouraged, however, any revisions to a prior approved plan should be for upgrade purposes, only. All revisions must be submitted to the Architectural Control Committee as set forth hereinafter.

3. **ARCHITECTURAL CONTROL COMMITTEE.** To insure that all dwellings and accessory buildings constructed or erected in Summersby, shall have good quality materials and workmanship and are compatible with other dwellings and accessory buildings constructed or to be constructed in Summersby, there is established an Architectural Control Committee. The

initial Architectural Control Committee for Summersby consists of two (2) members, initial membership of the same shall be the developers of Summersby.

No building shall be erected, placed or altered on any lot in Summersby, until the Building Contractor, the construction plans and specifications and a plot plan showing the location of the structure. Also there will be no necessity for the cutting of any streets in Summersby subdivision. The cutting of streets is strictly prohibited.

The name of the Building Contractor, plans and specifications, including a plot plan reflecting the location of all improvements and set back shall be submitted to the Architectural Control Committees, which shall, within thirty (30) days after such submission, act on the request and either approve, or disapprove, the planned construction in writing. A Building Contractor is defined as a general contractor, building contractor, construction consultant, architect, design builder or the owner, if he acts as his own contractor.

If the plans properly submitted and the Building Contractor are not either approved or disapproved within the time period above-specified and if no suit to enjoin the proposed construction is commenced prior to the completion of that construction, the written approval of the Architectural Control Committee shall no longer be required and the planned construction shall be deemed to be in compliance herewith.

4. HOME OCCUPATION. Home occupations as defined by Fayetteville City Codes shall be prohibited.

5. YARD SPACE RESTRICTIONS AND BUILDING LOCATIONS. No building shall be located on any lot nearer than thirty-five (35) feet to the front of the lot line nor nearer than thirty five (35) feet to the side street line. No building or permitted accessory building shall be located nearer than ten (10) feet to interior side lot line. This provision (interior side lot setback) shall not apply to any dwelling construction on two (2) adjacent lots as to the side lot line dividing the two (2) lots. No dwelling shall be located on any lot nearer than twenty (20) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, this shall not be construed to permit any portion of the building on a lot to encroach upon another lot or easement. No lot shall be subdivided into smaller lots or parcels than shown on the recorded Plat for the purpose of creating additional building sites or lots, except that a lot may be divided to combine portions of it with the adjacent lots on both sides to enlarge the building sites on said respective adjacent lots. All existing hardwood trees in side and rear set back areas, of 6" and larger diameter, are to remain for enhancement of the natural environment. Any variance of this should be noted on site plan when submitted to Architectural Control Committee. All front yards are to be fully landscaped, sodded or hydro mulched within 60 days of completion of home or as approved by Architectural Control Committee.

6. FENCES. Fencing of front yards is prohibited, except that decorative wood or masonry fencing of a maximum height of three (3) feet may be constructed upon approval by the Architectural Control Committee. Rear yard fences must be brick or decorative wood design. Chain link fences and other forms of wire fencing are specifically prohibited. Dog pens properly screened by walls, fences or plantings may be constructed and maintained in the rear yard portion

of any lot. Fencing on corner lots must not infringe on neighboring lots front yard set-backs. All fencing and fencing materials must meet Architectural Control Committee's approval. No fences shall exceed six feet in height.

7. OFF-STREET PARKING. All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot, and parking on the streets as shown in the Plat of the Subdivision shall be prohibited for a period of time exceeding three (3) days. Recreational vehicle and equipment, including but not limited to boats, motor homes, travel trailers, campers and the like, shall not be parked or stored within twenty-five (25) feet of the front lot line for a period of time exceeding three (3) days.

8. SIDEWALKS AND DRIVEWAYS. Concrete sidewalks are to be constructed by the individual lot owner at the time the driveway is installed. Sidewalks will be installed on each side of street. They must be 4 feet wide next to the curb. Sidewalks shall be built to City of Fayetteville sidewalk specifications. All driveways are to be of some decorative type (example: brick lined, brick expansions, aggregate, or pattern concrete, etc.)

9. SIGNS. No signs, either permanent or temporary, of any kind, including political yard signs, shall be placed or erected on any property, except that a single sign not more than five (5) square feet in size may be permitted upon property to advertise the same for sale. Provided further, however, the developer, Summersby, hereby reserves the right to have a construction site sign and signs to designate the name of the addition, and to advertise same, and restrictions on size and locations shall not apply to said sign or signs.

10. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

11. OUTBUILDINGS. No outbuildings shall be allowed. Cabana structures or gazebos may be built and maintained within the building area on any lot in the addition. The interior area of a detached cabana will not be included in the determination of the minimum dwelling sizes.

12. BASKETBALL GOALS AND SATELLITE DISHES. Clear glass basketball goals and mini-dish satellites are allowed.

13. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations, or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained or permitted upon any building site.

14. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall

be raised or kept on any residential building site, except that dogs, cats or other household pets may be kept, provided that they are not kept or maintained for any commercial purposes.

15. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No incinerator structures, building, or similar improvements shall be grown, built, or maintained within the area of the utility easements. Owners are hereby put on notice that any structures or plant materials in the easements are subject to removal.

16. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood. Household pets may be kept, provided they are not kept or maintained for any commercial purposes. Grass, weeds, and tree sprouts shall be kept neatly cut and shall not be allowed to exceed six (6) inches from the ground surface. Fences or outside structures or outdoor decorations shall be maintained so as not to become unsightly or an annoyance or a nuisance to the neighborhood. Upon owner's failure to comply with this subsection, the developer or other property owners may cut grass or weeds or perform maintenance upon fences, outside structures or outdoor decorations, or remove building materials and debris or maintain street lights, and shall be entitled to charge a reasonable fee to the owner of the lot for said service and be entitled to file a lien and said expenses, the procedure to be followed as set forth in paragraph 24 herein. No building material of any kind of character shall be placed or stored upon any lot in the subdivision until the owner is ready to commence construction of the improvements requiring such materials. Construction sites shall always be neat and orderly. Building sites to be completely cleaned up weekly of trash and scrap materials or have on site dumpsters throughout construction. If these requirements are not adhered to Summersby can get cleanup crews for building sites in violations and assess costs to lot owner. Portable toilets must be on all job sites during construction. Building materials shall not be placed or stored in the street or between the curb and property lines. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed from the subdivision.

17. **INOPERATIVE VEHICLES.** No automobiles, truck, bus, tractor, or other vehicle, other than a lawn or grass mowing apparatus, shall be left inoperative on any platted lot for a period of more than fourteen (14) days.

18. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge, or shrub which obstructs sight lines at intersections in the subdivision shall be permitted.

19. **UTILITIES.** All utilities in this subdivision shall be placed underground.

20. **YARD LIGHTS.** The owner of each lot in Summersby shall install, at owner's expense, a yard light and mail box conforming with specifications to be determined by the Architectural Control Committee and purchased from Summersby or approved supplier to ensure

uniformity of design and quality construction. The yard light and mail box will be competitively priced. The location of the yard light and mail box shall be designated on a plot plan to be submitted to the Architectural Control Committee prior to construction of a residential dwelling. The yard light and mail box must be installed and operating at the time a certificate of occupancy is issued by the building inspector of the city of Fayetteville, Arkansas. The yard light is to be controlled by a photoelectric cell, and the yard light is to be equipped with an external electric outlet. It shall be the responsibility of the owner of each lot to maintain the yard light to be installed on each lot and to keep the yard light in a reasonable state of repair at all times.

21. HOMEOWNERS ASSOCIATION. A homeowners association will be developed after approximately two (2) years.

22. BINDING EFFECT AND AMENDMENTS OF COVENANTS. All persons or corporations who now or shall hereafter acquire any of the lots in this subdivision shall be deemed to have agreed and covenanted with the owners of all other lots in this subdivision and with their heirs, successors, and assigns to conform to and observe the restrictions, covenants, and stipulations contained herein for a period as hereinafter set forth. These covenants may be amended any time with the written approval of the owners of two-thirds (2/3) of the lots within the subdivision. Further, no amendments shall be allowed which would be in violation of the zoning designation in effect at the time of the amendment. No changes in these Protective Covenants shall be valid unless the same shall be placed of record in the office of the Recorded of Washington County, Arkansas, duly executed and acknowledged by the requisite number of owners.

23. DURATION OF COVENANTS. These covenants and restrictions shall run with the land for a minimum period of thirty (30) years, to be automatically extended for successive periods of five (5) years without further action unless terminated by a majority of the lot owners in the subdivision, casting votes as herein above set forth in the amendment section of these covenants, and voting one (1) vote for each lot. It is the intent that these covenants promote the aesthetic value of Summersby.

24. SEVERABILITY. Invalidity of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

25. ENTRYWAY MAINTENANCE ASSESSMENTS. The developers and present lot owners hereby acknowledge and agree that the entryway to Summersby, sign and landscaping, is an integral part of the value and quality of the subdivision itself and that it is in the best interest of all owners of lots in Summersby subdivision that the said entryway be properly maintained and kept in a good state of repair. It is further acknowledged that the entry street, as well as all other streets in Summersby, have been dedicated to the City of Fayetteville, Arkansas for public use and maintenance. Subject to the public dedication of the entry streets, however, the lot

owners within Summersby shall be deemed collectively to have an interest in the maintenance and protection of the said entryway which consists of the sign, landscaping, lighting, sprinkler systems and common areas provided solely for the property owners and they are private properties.

Upon the development of a Home Owners Association it is agreed that, as and when from time to time, maintenance of or repairs to the entryway become necessary, the owners, acting by a majority vote of those attending a meeting called for that purpose, shall be authorized to levy an assessment against all lot owners, proportionately, to defray the costs of making such maintenance and repairs.

No lot owner of Summersby Subdivision shall be subject to any liability of any kind or nature to any third party with respect to the construction, maintenance or repair of the entryway (brick entry walls, sign or landscaping) by reason of the provisions of this paragraph, and the only liability to any such lot owner shall be the proportionate share of costs for repair and/or maintenance prescribed by a special assessment levied in accordance with this paragraph.

EXECUTED this 1st day of March, 2000.

By: _____

J.B. Hays - Developer

By: _____

Mark Foster - Developer

