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FILED FOR RECORD
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JUL 29 2002

SUE HODGES
Clerk and Recorder
Benton County, ARK.

PROTECTIVE COVENANTS
FOR
TOP FLITE ADDITION NO. 5

Location: a part of the SE 1/4 of Section 9, Township 19 North, Range 29 West in Benton County, Arkansas.

The undersigned Darrow Garner, Inc., being the sole owner and authorized developer of the Top Flite Addition No. 5, does hereby establish and create the following Protective Covenants, which shall apply to all lots, blocks, parcels and parts of lots and blocks as shown on the recorded plat of the above subdivision.

I.
COVENANTS

A. 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 dwelling not to exceed two and 1/2 stories in height.

B. Dwelling quality and size: No dwelling shall be permitted on any lot having less than 2000 square feet of living area for a one-story dwelling, nor less than 1600 square feet of living area on the main floor for a dwelling of more than one-story exclusive of porches and garage.

C. Building location: No building shall be located nearer than 10 feet to an interior lot line nor nearer the front or back lot line than the minimum building setback lines shown on the recorded plat, if any are shown thereon, EXCEPT a 5 foot side yard shall be required for one separate storage building, not to exceed 600 square feet, located 60 feet or more from the minimum building setback line. Said separate storage building shall be constructed of and in keeping with like materials and design of the residence. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

D. Lot area and width: In no case shall any lot be altered for the purpose of placing more than one house per lot.

E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown thereon, and over the front five feet of each lot.

F. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No horses, cows, chickens or other farm animals may be kept on the premises and no breeding of pets for sale may be carried on within this addition. No pets shall be allowed to run loose in the neighborhood. No signs of any nature may be placed on the premises once the dwelling has been occupied, other than real estate "for sale" signs to be displayed on property being offered for sale. No commercial activity may be carried on within this addition except for home offices that cause no activity or appearance change in the neighborhood. Yard sales or garage sales are restricted to one per year per residence, provided the sale does not exceed two (2) consecutive days. Open house directional signs, if used at street entrance, must be left in place only when "Open House" being advertised is staffed by sales person and must be removed when sales person leaves for the day. No political yard signs will be allowed in this subdivision. No travel trailer, camper, travel bus, boat, boat trailer, or inoperative car or truck shall be kept on any lot for more than two days unless it shall be enclosed or screened from sight. No vehicles larger than 3/4 ton trucks or semi-trailer trucks may be parked on streets or in yard of property owners for longer than four (4) hours unless performing repairs or services to a residence in the subdivision. Resident vehicles shall be parked on driveway or in garage only. No motor homes or travel R.V.s may be occupied by guests or anyone else and may not at any time be hooked to utilities from the home. No mechanical work may be done on vehicles on driveway or in view of street if work requires dismantling of parts from vehicle causing vehicle to be in-operative. Tires may be changed in case of flats. No in-operative vehicle may remain on property for more than 48 hours. No commercial vehicle with signs of business connected activity shall be left on driveway over night, but much to screened from view of street or parked inside garage. Only umbrella type clothes lines shall be allowed. Satellite dish antennas will be permitted if screened from sight or less than 25 inches in diameter. Burning of garbage is prohibited. Burning of yard waste shall be permitted (within county ordinance guidelines) with advance notice to the Benton County Office of Emergency Services.

Temporary structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer shall be kept on any lot for more than 2 days, except for use as a construction office, during the construction of a residence.

H. New Construction: All outside construction of a building must be completed within 240 days of first excavation of the land. Paint, stain, masonry or other exterior finishes also must be completed in this time period. No building material of any kind or 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. Building materials shall not be placed or stored in the street or between the street and property line. Building contractor or property owner must keep the area neat at all times. Upon completion of the improvements requiring such materials, all remaining building materials and equipment shall be removed from the subdivision. Burning of scrap materials is prohibited.

I. Non-occupied residence or lot: A residential property vacated for four (4) months or longer for which the exterior of the residence or grounds are not being maintained shall be deemed a non-occupied residence. A non-occupied residence shall be ordered to be maintained by a majority vote of the duly constituted Prairie Creek Association Board of Directors in existence at such time and the property owner shall be liable for all maintenance costs.

J. 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 be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. Fences made of wire or pipe of any kind, including chain link, chicken wire, barbed wire, or any type of wood or man made material, including fences degrading to the neighborhood deemed by a majority of Prairie Creek Association Board of Directors, shall not be permitted in the front yards of any home or vacant lot.

II GENERAL PROVISIONS

A. 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 25 years, from the date these covenants are recorded, after which time said covenants will be automatically extended for successive periods of 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.

B. Enforcement: The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition or subdivision and bind the present owners, their heirs, successors and assigns. All parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, with the owners, as to the covenants and agreements herein set forth and contained. None of the covenants and agreements shall be personally binding on any person, persons or corporations except with respect to breaches committed during its, his or their holding of title to lots in the addition or subdivision. The developer, the Prairie Creek Association (a non-profit corporation) or any owner or owners of lots in this addition, subdivision shall have the right to enforce the provisions contained in these covenants or any of their addenda or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

WITNESSETH the hands and seals of Richard E. Buck, President and Jan Buck, Secretary of Darrow Garner, Inc. this 19th day of July, 2002.

DARROW GARNER, INC.



President



Secretary

