

RESTRICTIVE COVENANTS
OF
COLONIAL PARK, PHASE I, AN ADDITION
TO THE CITY OF WHITE HALL, JEFFERSON COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, P. Wallace Whiteaker, Trustee, and Mary Whiteaker, his wife, owners of the real property platted as Colonial Park, Phase I, an Addition to the City of White Hall, Jefferson County, Arkansas, said plat appearing in the office of the Recorder of Jefferson County, Arkansas, in Plat Book 7 at page 35, and,

WHEREAS, the said owners desire to restrict the use and development of the said property for the highest class residential usage, and they do hereby adopt and agree that the following restrictive covenants shall apply to all of the property platted as Colonial Park, Phase I, an Addition to the City of White Hall, Jefferson County, Arkansas, (hereafter "the Addition") except as hereafter limited, as covenants running with the land:

PART A - GENERAL USES

1. DEFINITION OF TERMS.

a. "Front lot line" as herein used shall refer to that line of each platted lot which serves as a common boundary with an abutting street except that in those instances where lots abut on streets on two sides, the line marked as such by directive arrows on the plat of the Addition.

b. "Rear lot line" as used herein shall refer to that platted line or lines or established line or lines of a building lot as determined in Part B2 hereof which is most nearly opposite from the front lot line. Such rear lot line may not, necessarily, be parallel with the front lot line.

"Interior lot line" as used herein shall refer to the

two lines which join the front lot line and the rear lot line on either side of the lot.

d. "Principal dwelling" or "principal residence" as used in these Restrictive Covenants shall refer to the residence meeting the requirements of Part B1 and approved by the Architectural Control Committee for construction in this subdivision.

2. ALLOWABLE LAND USES AND BUILDING TYPES. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot in the Addition other than one detached single-family dwelling not to exceed two stories in height and a private garage or carport. A basement area, the ceiling of which extends not more than two feet above the predominant grade at the front of the dwelling, will not be construed as a "story" within the meaning of this paragraph. Except as otherwise herein provided, any business use or construction for business purposes to be carried on or permitted on any part of the Addition is prohibited in keeping with the general plan to develop the lots for the highest class occupancy. Leasing of a portion or all of the principal dwelling on a lot or any properly equipped permitted accessory building shall not be construed as a violation of these covenants; provided that no more than two dwellings on any lot shall be leased in addition to the principal dwelling from which one of such tenancies may be leased.

3. EASEMENTS. Easements for the installation and maintenance of gas pipelines, electric power and telephone lines and poles, sanitary sewer pipelines, water pipe lines and drainage facilities are reserved as shown on the recorded plat. Where not otherwise described on the plat, the

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easements shown thereon are for the sole use of electric power and telephone utilities and for no other utilities or individuals whatsoever. The description of a portion of the platted lands as "Heritage Park" shall not be construed as the dedication of all or any part thereof as a public common or way and this property is referred to on the plat in that manner solely for convenience of reference and description, and the full and uninhibited use and ownership of that portion of the platted lands is retained by the owners. No other portion of these Restrictive Covenants shall be construed to limit or affect the portions of the platted lands referred to as "Heritage Park".

4. USES AND BUILDING TYPES PROHIBITED OR LIMITED.

a. 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.

b. TEMPORARY STRUCTURES. No structure 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.

c. ANIMALS AND LIVESTOCK. 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 they are not kept, bred or maintained for a commercial purpose.

d. BILLBOARDS. No sign of any kind shall be displayed to the public view on any lot except one sign of no more than four square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sale.

e. GARBAGE AND REFUSE DISPOSAL. No lots shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in a sanitary, closed container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

f. FENCING. No fences shall be erected in front of the front foundation line of the principal dwelling on lots restricted to single family usage except fences consisting primarily of wood or masonry, decorative in nature, and not exceeding four feet in height from ground level. All fences shall be constructed of high quality material and in a good and workmanlike manner.

g. PARKING OF UTILITY VEHICLES. No trucks, mail carts, dune buggies, golf carts, mobile homes, commercial vehicles, travel trailers, campers, boats, motors or trailers shall be kept on the lot or in the street adjacent to any lot except that such items may be stored or parked inside an enclosed garage or similar enclosure so screened with fencing or plant material as not to be visible from the street.

h. PLANTS AND SIGHT OBSTRUCTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or 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 lines, or in the case of a rounded property corner, 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

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property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such sight distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No plant materials, except grass, will be permitted to be planted or to remain in any street right-of way nor shall any future plant materials be permitted in the triangular area noted above.

PART B - BUILDING AND GROUND REQUIREMENTS

1. DWELLING SIZE AND QUALITY. No permitted single-family dwelling shall be permitted on any lot with a ground floor area of the main structure determined by the outside measurements of actual livable floor area, excluding covered porches and garages, less than 1,000 square feet for a one story dwelling, nor less than 900 square feet on the ground floor for a dwelling of one and one-half stories or more, but a dwelling having more than one story shall not have a total of less than 1,000 square feet of such actual livable floor area. All dwellings placed upon any lot in the Addition shall be of new construction and shall be of the highest class workmanship and best quality materials. Approval of plans for construction of single-family residences must be first obtained in accordance with the provisions of Part C.

2. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat. A lot as herein described and referred to shall mean a minimum of one platted and numbered lot or land area equal in size to the minimum building area provided for. In the event a purchaser buys a portion of two or more lots, subject to the limitations of Part B3 hereof, the said

parcel shall be considered as a lot for the purposes of these Restrictive Covenants, and the boundary lines of the parcel purchased shall be considered as the lot lines. Such a composite parcel will, sometimes, be herein referred to as a "building lot" or just "lot". In any event, no building shall be located on any lot nearer than 55 feet to the street center line as herein defined or nearer than 10 feet to any interior lot line as shown on the final plat, except that not more than a minimum of 3 feet for a side yard will be required for a garage or other permitted accessory building located 40 feet or more toward the rear of the property from the extension of the foundation line of the front portion of the principal dwelling. No dwelling shall be located on any lot nearer than 20 feet to the rear property line. Anything herein to the contrary notwithstanding, no building shall be located nearer to any lot line than the building setback lines shown on the recorded plat. For the purposes of these covenants, steps, eaves and overhang are not considered part of the building. Provided, however, that such projections shall not extend more than 2 feet over the building setback line involved. Nothing herein shall be construed to authorize the erection of projections overhanging property not owned by the person building the structure.

3. LOT AREA AND WIDTH. Lots as platted may be subdivided, but no dwelling shall be erected on any lot resulting from the division of a platted lot into two or more building lots which shall have less overall square footage and less width at the minimum front building setback lines than that platted lot which constitutes the largest portion of the building lot so composed.

PART C - ARCHITECTURAL CONTROL

1. ARCHITECTURAL CONTROL AGENTS. No permitted single-family residence shall be constructed upon any lot in the Addition without prior approval in writing of the plans therefor by P. Wallace Whiteaker and Gordon Wittenberg, as architectural control agents. In the event of the death, resignation or disqualification of the the architectural control agents, all of the owners of property in the Addition, voting that percentage of the total area of the Addition for permitted construction owned by them, may select from their number a committee of three who shall thereafter serve as architectural control agents pursuant to these covenants.

2. PROCEDURE FOR APPROVAL OF PLANS. All owners of property within this Addition desiring to build a single-family residence shall submit their completed plans to the architectural control agents for inspection and approval prior to commencing any work in connection therewith. Within 15 days from the date of receipt of such plans by the architectural control agents, the decision of the architectural control agents shall be submitted, in writing, to the applicant. The architectural control agents shall submit to the applicant the particulars, if any, in which the submitted plans and specifications fail to meet the standards fixed by the architectural control agents with sufficient particularity to allow the applicant to make any necessary corrections. If within 21 days from the date of submission of plans for approval to the architectural control agents no written decision of the agents has been presented to the applicant, the applicant may thereupon proceed as though the plans have been approved as submitted. Provided, however, that nothing herein shall be construed to authorize construction of a dwelling in violation of the minimum standards herein set

forth. Approval of plans for construction of principal residences and permitted accessory buildings shall not be unreasonably withheld by the architectural control agents based upon the style of design of the exterior of such proposed principal residences so long as the same are designed, in whatever style, in accordance with the highest standards of architectural design.

PART D - DURATION AND ENFORCEMENT OF COVENANTS

1. DURATION OF COVENANTS. These covenants shall be in effect for a period of 25 years from the date of recording of this instrument and thereafter shall be automatically extended for successive periods of 10 years each, unless prior to the end of the original term or any successive term a majority of the then owners of the lots in the subdivision agree to the amendment or removal of these covenants in whole or in part. No change in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Recorder of Jefferson County, Arkansas.

2. PERSONS BOUND BY THESE COVENANTS. All persons or corporations who now own or shall hereafter acquire any of the lots in this subdivision shall be taken and held to agree and covenant with the owners of all other lots in this Addition and with its or their successors, heirs and assigns to conform to and observe these restrictions, covenants and stipulations as to the use thereof and the construction of residences and improvements thereon so long as the said covenants are in effect.

3. RIGHT TO ENFORCE. The restrictions herein set forth shall run with the lots in this Addition and bind the present owners, its or their successors, heirs and assigns,

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future owners and their heirs, successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owner or owners of such lots, their successors, heirs and assigns, and with each of them, to conform to and observe the said restrictions as to the use of the lots and construction of improvements thereon. But no restrictions herein set forth shall be personally binding on any corporation, person or persons excepting with respect to breaches committed during its, his or their seizing of or title to the said lots. Any owner or owners of lots in this Addition shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions set forth in these covenants together with any other rights to which they might otherwise be entitled under the laws of this State. The invalidation of any one of these covenants by the order of a court of competent jurisdiction shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereon this 19 day of February 1976.

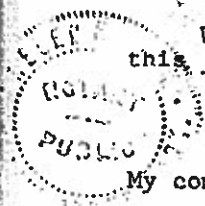
P. Wallace Whiteaker, Trustee (SEAL)
P. Wallace Whiteaker, Trustee

Mary Whiteaker (SEAL)
Mary Whiteaker

STATE OF Arkansas }
COUNTY OF Pulaski } SS.

BE IT REMEMBERED, That on this day appeared in person before me, the undersigned, a Notary Public, within and for the county and state aforesaid, duly commissioned, qualified and acting, P. Wallace Whiteaker, Trustee, and Mary Whiteaker, his wife, to me well known, who stated that they had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

WITNESS my hand and official seal as such Notary Public this 19 day of February 1976.



My commission expires:

July 22, 1979

Helen E. Peers
Notary Public

Filed for record at 9⁴⁰ A. M. Feb. 19,
1976 recorded Feb 19 1976
O. W. "PETE" LONG, Circuit Clerk
By Floy M. Reed, D. C.