

Certificate of Record - Fort Smith District of Sebastian County, Arkansas

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Doris Tate, County Clerk and Recorder



100062

GLACIER BAY PROTECTIVE COVENANTS

- 1) All lots shall be used for residential purposes only, and all dwellings thereon shall be for one family. No mobile home shall be used either temporarily or permanently.
- 2) No outbuildings shall be used as a residence, temporarily or permanently.
- 3) No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
- 4) No outbuildings shall be moved into or constructed on any lot except those that are in keeping with existing architecture and comply with F.H.A. minimum building standards.
- 5) All residences shall have a minimum livable floor area excluding porches and garages of not less than 1250 square feet.
- 6) All residences will have a minimum of not less than a 2 car garage.
- 7) All houses on the outside shall have a minimum of 50% brick and the rest of the outside will be permanent siding that does not require paint.
- 8) All residences will be constructed to meet minimum F.H.A. standards as well as any applicable local standards.
- 9) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of the lots at any time EXCEPT dogs, cats or other common household pets, provided they are not kept, bred or maintained for any commercial purpose and remain in compliance with local ordinance.
- 10) In the event the garage is enclosed for additional living space an additional 200 square feet of storage space must be provided prior to enclosure. This additional storage space must be constructed in keeping with the existing architectural style of the residence and comply with F.H.A. minimum building standards.
- 11) No fence shall be built nearer to any street than the minimum building setback line. **ONLY WOOD PRIVACY or VINYL PRIVACY FENCING IS PERMITTED.** Fences erected adjacent to street right of way shall be a minimum 6' height. All outside dogs must be kept in a professionally built vinyl fence or wood privacy fence (not chained to a pole or doghouse). No field fencing materials, chicken wire, iron field posts, NO wood posts with chain link, etc.

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- 12) There will be no activities permitted upon or under any lots that will be related to recovery of any surface or underground resource.
- 13) No vehicle, recreational vehicle, boats or trailers shall be parked on lots or adjacent streets' right of way at any time, except boats and recreational vehicles may be parked on side and back yard.
- 14) No unserviceable vehicle, unlicensed vehicle, or parts of vehicles shall be stored on any lot. This applies to those intended for cannibalization, restoration or any other purpose.
- 15) No dumping shall be permitted on any lot. All waste material and garbage shall be stored in sanitary containers and must be removed from property at intervals not exceeding one week.
- 16) No furniture commonly used for indoor purpose shall be stored or used outside the house and garage. (Such as: refrigerator, couches, recliners, ovens, washers, dryers, etc.)
- 17) No storage of any items outside permanent residence garage and/or storage building (such as boards, commercial equipment, race cars, trash, etc.
- 18) Yards have to be kept in proper condition – grass no higher than 8", toys kept out of sight, etc.
- 19) Landscaping and flower beds have to be kept groomed (no high grass and/or weeds).
- 20) Mailboxes located in subdivision are to match.
- 21) No newspaper holders.
- 22) A corporation will be set up consisting of property owners of Wynstone Park. They will be in charge of upholding the restrictive covenants.
- 23) Restrictive covenants can be amended with the consent of 90% of the Wynstone Park property owners.

ANY LEGAL COST INCURRED TO ENFORCE THESE COVENANTS WILL BE PAID BY THE GUILTY RESIDENT AND/OR PROPERTY OWNER, FOR ALL LEGAL COSTS NOT PAID IMMEDIATELY THERE WILL BE A LIEN PUT ON THE PROPERTY FOR THE AMOUNT SUBJECT TO CURRENT INTEREST RATE. IF A PROPERTY OWNER LEASES OUT HIS PREMISES THEN IT IS THE LESSOR'S OBLIGATION THAT THE LESSEE ADHERES TO THE COVENANTS.

Protective covenants will be effective for 25 years from the date recorded and will automatically be renewed for another 25 years after the initial 25 year period.

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By purchasing this property, you are acknowledging that you have read the above restrictions and are aware that any violation of the restrictions may or will result in the removal of the item in question at the property owner's expense. These restrictions are enforced to protect your property value and your neighbors.

SIGNED: Elnor Kralicek

SIGNED: Ra Colley

SUBSCRIBED AND SWORN before me this 7th day of August, 2006.

My commission expires 7/1/08

Diane Hamilton
NOTARY PUBLIC

