

① Mallard Homes
PO Box 520
Vilonia 72173

005717

Doc#2006- 5649
Date 03/10/2006
03:13:34 PM
Filed & Recorded in 268194
Official Records of
Faulkner County
SHARON KILMER
FAULKNER COUNTY CIRCUIT CLERK
Fees \$66.00
by ln D.C.

COVENANTS AND RESTRICTIONS MALLARD PLACE SUBDIVISION

The undersigned, being the owner of the hereinafter described lands and wishing to protect the buyers and owners of said lands against the undesirable uses of residential property that detract from and cheapen a neighborhood, have caused the following covenants and restrictions to be filed for record for the purpose of creating a neighborhood which will be attractive to home buyers, sound for investors, and a credit to the community.

All lands hereinafter described shall be held, owned and conveyed for residential purposes and subject to and in conformity with the following covenants which, subject to being amended or canceled as hereinafter provided, shall be and remain in full force and effect from the date the same are filed for record in the office of the Circuit Clerk and Ex-Officio Recorder of Faulkner County, Arkansas.

1. AREA OF APPLICATION. These covenants shall apply to the lands designated as Mallard Place Subdivision, being a part of NW 1/4 SE 1/4, Section 6, Township 5 North, Range 11 West, City of Vilonia, Faulkner County, Arkansas, as recorded in Plat Book _____, Page _____, Plat Records of Faulkner County, Arkansas

2. LAND USE AND BUILDING TYPE. No dwelling or lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family built from the ground up.

3. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, size of

dwelling, materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Any structure begun must be completed within one year. After one year, a penalty of not more than \$50.00 per day will be assessed.

4. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is composed of Mike Wallace and Barbara Wallace, both of 240 Highway 65 North, Conway, Arkansas 72032. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet, for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story, provided, however, that a dwelling of more than one story shall contain the minimum aggregate of 1,400 square feet as described above. The exterior of the residence shall be constructed of at least 75% brick. All roof construction will be constructed with a minimum of 6 in 12 pitch (6 - 12). All main residences shall have an enclosed garage not less than 20 feet wide by 20 feet deep and all shall have a concrete driveway for the entire length from the street to the garage.

6. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, but in no event shall any building be located on any lot nearer than 25 feet to the front lot line or any side street line. No building shall be located nearer than 8 feet from any side yard line. No building shall be located nearer than 8 feet to any interior lot line, and no principal dwelling shall be located on any interior lot nearer than 40 feet to the rear lot line. For the purposes of these covenant eaves, steps, and open porches shall not be considered as a part of a building. Final approval of setback lines must be approved by the Architectural Committee. Provided, however, nothing herein contained shall be construed so as to prevent or prohibit the owner of two or more contiguous lots from utilizing the same as a unit for a building site and in any such instance the lot lines referred to in Paragraph 5 of these covenants and restrictions shall be the exterior extremities of such unit, but in each instance all minimum set back area requirements hereinafter set out shall apply to such unit and compliance therewith shall be required.

7. FENCES. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. All fencing shall be wood or brick. There will be no chain link fences erected. All fences and outbuildings must have the same quality of construction, roof pitch, and same exterior building materials so they will correspond with the house construction. Approval shall be as provided in Paragraph 4 hereof.

8. OUTBUILDINGS. Only one outbuilding used for storage and/or shop and garage shall be permitted on each building site (whether one or more lots), and shall be constructed of the same architectural style as the main residence.

9. LOT AREA. As shown on the plat, under no circumstances can any lot be subdivided.

10. EASEMENTS. Easements for installation and maintenance of utilities, any drainage facilities and area fences are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities or which may change the directions of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement.

11. NUISANCES. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

12. TEMPORARY STRUCTURE. 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. Recreational vehicles other than personal vehicles must be kept no closer than the back wall line of the residence.

13. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

15. LIVESTOCK AND POULTRY. 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 do not become a nuisance and are not maintained for any commercial purposes.

16. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The buyer is responsible for removing any and all stumps and debris brought about by clearing building site. Said stumps and debris must not be pushed onto other property. Owner has thirty (30) days from completion of construction to remove debris from lot.

17. DRIVEWAYS, SIDEWALKS AND MAILBOXES. Driveways and sidewalks shall be constructed of concrete or similar material. Under no circumstance will asphalt or a gravel drive be accepted on any lot. All mailboxes shall be constructed of brick similar to the exterior of the residence.

18. 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 permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 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 limitation shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line. No fences shall be erected which would extend toward a street past the building setback line.

19. 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 ten (10) years from the date these covenants are recorded, after which time said

covenants shall 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.

20. FUTURE AMENDMENTS. No portion of these covenants and restrictions shall be waived or amended without the consent of 75% of the then-owners of lands within the subject lands.


21. ENFORCEMENT. Enforcement shall be by proceedings at law or, in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

22. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no manner affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the name of the grantor is hereunto affixed by its Managing Member, this 28 day of September, 2005.

MALLARD HOMES, LLC

By

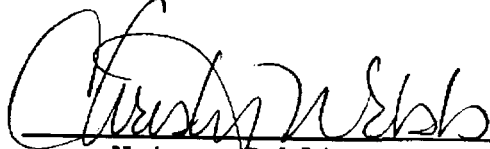

Mike Wallace,
Managing Member

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF FAULKNER

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting Mike Wallace, to me well known, who stated that he is the Managing Member of Mallard Homes, LLC, a limited liability company, and acknowledged that he, in such capacity, had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth on behalf of said corporation.

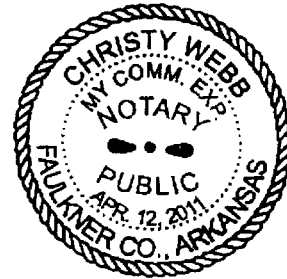
28 WITNESS my hand and seal as such Notary Public this day of September, 2005.

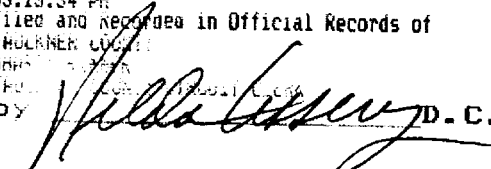


Notary Public

My commission expires April 12, 2011.

This instrument prepared by:
Graddy & Adkisson, LLP
P. O. Box 996
Conway, AR 72033



CERTIFICATE OF RECORD
Doc#2006- 5649
03/10/2006
03:13:34 PM
Filed and Recorded in Official Records of
FAULKNER COUNTY
AR
by  D.C.