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CRYSTAL SPRINGS SUBDIVISION, PHASE II WASHINGTON CO AR  
B. STAMPS

**RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS, that the Crystal Springs Limited Partnership, by JED Development, Inc., general partner, as owner and subdivider of all the lots in Crystal Springs Subdivision, Phase II, a subdivision, City of Fayetteville, Arkansas, hereby enters the following restrictive covenants with respect to said subdivision, which shall be of public record and shall run with the land on the following property:

A part of the SE 1/4 of the NW 1/4 of Section 32, T-17-N, R-30-W, more particularly described as commencing at the N 1/4 corner of said section 32; thence S 02°55'49" W 1324.74 feet to the Northeast corner of said 40-acre tract; thence S 01°49'29" W 357.57 feet to the point of beginning;  
Thence S 01°49'29" W 560.07 feet;  
Thence N 87°26'19" W 141.58 feet to the P.C. of a curve to the right with a delta angle of 143°18'07" and a radius of 50.00 feet;  
Thence along said curve an arc distance of 125.05 feet, with a chord bearing S20°54'36"W 94.92 feet;  
Thence S 02°33'40" W 9.91 feet;  
Thence N 87°26'19" W 160.00 feet;  
Thence N 02°33'40" E 660.00 feet;  
Thence S 87°26'19" E 324.26 feet to the point of beginning, containing 4.67 acres, more or less, to the city of Fayetteville, Washington County, Arkansas.

1. All lots in said subdivision shall be used exclusively for residential purposes, all dwellings to be single family.

2. No dwelling shall be permitted on any of said lots unless the total heated floor area of such dwelling, exclusive of garage and porch areas, shall contain at

least 1,650 square feet; and the first floor area of any multi-level dwelling shall contain at least 800 square feet. No dwelling shall exceed two stories in height above the finished grade level.

3. All dwellings shall have a minimum of an 8/12 pitch roof with 25 year architectural shingles, and shall be built with at least 75% brick.

4. No structure of a temporary nature, trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

5. No inoperative vehicles of any nature shall be permitted to remain on any lot or lots for a period in excess of any part of three consecutive days. No vehicle, whether operative or inoperative, shall be parked on the street in front of any lot or lots in excess of any part of three consecutive days. As used in this paragraph, day is defined as any part of one 24 hour period.

6. All yards shall be sodded and all private drives on said lot or lots connecting said lot or lots with the public streets shall be of paved, hard surface construction.

7. No obnoxious or offensive activities shall be carried on upon any lot within the Property nor shall anything be done on any of said lots which may be or may become a nuisance to neighborhood; whether a nuisance exists shall be determined by affirmative vote of two-thirds (2/3rds) of the owners of the

CRYSTAL SPRINGS, PHASE II. In the event any legal enforcement proceeding is required to eliminate any such nuisance, all lot owners shall contribute their pro rata share of the costs of such legal proceedings on a per lot basis.

8. No owner of any lot within said tract shall allow garbage or other debris to accumulate on the property, but shall dispose of same at regular intervals so as to eliminate nuisance in the neighborhood.

9. No outbuilding shall be constructed on any lots within said tract which shall exceed 250 square feet in area, and such outbuildings so permitted shall be constructed so as not to detract from the general appearance of the neighborhood and shall be painted to duplicate the exterior trim of the main structure and shall have the same type of color of roof as the main structure. No sheet iron, tin, or metal shall be used for siding or roof or any part thereof. The roof must be of composition shingle, wood, or tile.

10. No vehicles may be parked overnight in the streets of this subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guests. Also, no semi-trailer trucks or commercial vehicles no larger than a light pick-up truck shall be allowed to park in said subdivision, either on the streets or on a privately owned lot.

11. No dwelling shall be built on any lot unless same has a two car attached garage. Carports shall not be permitted.

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12. No animals or livestock of any kind shall be raised, kept, or bred on any lots in said subdivision except that dogs, cats, birds, or other household pets may be kept; provided they are not kept, bred, or maintained for any commercial purposes and provided that the same are not a nuisance to the neighborhood. No poultry of any kind shall be kept on any lot in said subdivision.

13. No commercial or private farming will be allowed on any lot. However, a back yard garden will be permitted when it is sized for the needs of the family occupying the lot. Such a garden shall be maintained so that it does not appear weedy, unkept and unsightly.

14. No lot designated on the final plat shall be subdivided.

15. No advertising signs, displays or other media shall be permitted upon any lot in said subdivision, except that signs listing the premises for sale may be displayed, as permitted by applicable sign ordinances and regulations.

16. No fence shall be constructed on any lot in the area between the front building line of any dwelling and the front lot line of any lot. No fence on a corner lot shall be constructed more than 15 feet beyond the side setback line toward the street. All fences constructed shall be privacy fences six feet (6') in height constructed of treated wood.

17. No communication mast, tower, or structure may be installed unless it shall be constructed behind a dwelling in the rear yard of any lot, with the

uppermost point of any such equipment to not be more than two feet above the high point of the roof of the dwelling. Any satellite dishes shall be placed behind the dwelling in the rear yard inside and within the building setback lines for the side and rear yard.

18. In order to insure that all dwellings and other buildings located in the subdivision shall be compatible with other improvements within the subdivision, no buildings shall be erected, placed or altered on any lot in the subdivision until the construction plans and specifications, including exterior materials and paint colors, have been submitted to, and approved by, the Architectural Control Committee. The Architectural Control Committee will initially consist of three (3) persons: Joe Edwards, Gerald Johnston, and Charlott Johnston: who shall serve for a term of three (3) years from the date hereof. Thereafter, the three persons so serving shall be elected by a majority of then current lot owners in the subdivision for three (3) year terms. The Architectural Control Committee reserves the right to approve the design and placement plans, and exterior materials and colors of paint, for each residence and other building to be constructed on the property within the subdivision. The Architectural Control Committee shall provide such approval, or list of required modifications to said plans within fifteen (15) days after their submission by the owner. Any changes after initial construction, or later

modifications in exterior materials or colors, shall also be submitted to the Architectural Control Committee pursuant to the provisions of this paragraph.

19. A Homeowners' Association has been formed in CRYSTAL SPRINGS SUBDIVISION PHASE II with a minimum of thirty (30) different lot owners. The Homeowners' Association has set forth fee assessments and provisions regarding maintenance of common areas of the subdivision. All lot owners must be members of the association. Each lot will carry one vote in the association.

20. These covenants and restrictions are to run with the land and shall be binding on all parties, their heirs and assigns, for a period of 15 years from the date hereof. At any time within six months from the expiration period, the record owners of one-half or more of said lots in said subdivision may express their intention in writing, drafted so as to be recorded with the Registrar of Deeds, that they no longer care for these covenants, and the same shall then be terminated when such writing is recorded. In the event that no such action is taken, these covenants shall continue for periods of five years, and after any such five year period such covenants may be terminated in accordance with the terms for the original termination.

21. It is further provided that these Protective Covenants may be amended after the expiration time periods as set forth in the foregoing paragraph, either by adding to or taking from said Protective Covenants in their present form, provided

that said amendment or amendments shall be incorporated in a written instrument executed by the record owners of not less than one-half (1/2) of the lots in said subdivision, and which instrument shall be capable of being recorded and shall be recorded in the same manner as provided in the foregoing paragraph.

22. The foregoing covenants and restrictions may be changed or amended at any time, provided that said change or amendment is signed by all record owners of all lots in said subdivision and properly recorded with the Registrar of Deeds of Washington County, Arkansas.

23. If parties herein or any of them or their heirs assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other penalties for such violation.

24. Invalidation of any one of these covenants by judgment or court order shall, in no wise, affect any other provisions herein contained.

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IN WITNESS WHEREOF, we, the current owners of all of the property in  
Crystal Springs Subdivision, Phase II have hereunder set our hands and seals this  
30 day of Jan, 2002.

CRYSTAL SPRINGS LIMITED PARTNERSHIP,  
JED DEVELOPMENT, INC., GENERAL PARTNER

BY: Joe E. Edwards  
Joe E. Edwards, President