

Covenants and Restrictions  
Westin Park Subdivision

The undersigned, being the owners 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 files for record for the purpose of creating a neighborhood which will be attractive to home buyers 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 those lands designated as: Westin Park Subdivision, Phase (I, II, or III). The plat of this subdivision is recorded in Book J Page 147 (Phase I), Book J Page 271 (Phase II), Book J Page 396 (Phase III). These covenants shall not apply to any other lands show on said plat.
2. **Land Use and Building Type:** No lots 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 dwelling not to exceed two and one-half stories in height, a private garage for at least two cars with not less than 20 feet in width and 20 feet in depth (but not more than four cars), guest house, servant quarters, and other outbuildings incidental and related to residential use of the premises. Provided, however, nothing herein contained shall be construed so as to prevent or prohibit the owner of two or more contiguous lots or parts of lots from utilizing the same as a unit for a building site and in any such instance the lot lines referred to in Section 5 of these covenants and restrictions shall be the exterior extremities of such unit, but in each instance all minimum set back and area requirements hereinafter set out apply to each unit and compliance therewith shall be required.
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 and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. 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. There will be no chain link fences erected. All fences and out-buildings constructed shall be approved by the Architectural Control Committee. Out-buildings must have the same

quality of construction and same exterior building materials so they will correspond with the house construction. Approval shall be as provided in Paragraph 15, thereof.

4. **Dwelling Size:**

Phase I: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be no less than 2000 square feet for a one-story dwelling for Lots 4-19 & Lots 79-84 & Lots 168-180, or no less than 1300 square feet or a dwelling of more than one story. For Lots 21-77, the square foot minimum shall be 1800 square feet. For Lots 86-118 & Lots 144-167 and Lots 181-185, the square foot minimum shall be 2200 square feet, or no less than 1300 square feet for a dwelling of more than one story. For Lots 119-143, the square foot minimum shall be 2400 square feet, or no less than 1300 square feet for a dwelling of more than one story. This is all provided, however, that a dwelling of more than one story shall contain the minimum aggregate of 2200 square feet and 2400 square feet for said lots above.

Phase II: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be no less than 1400 square feet for a one-story dwelling for Lots 186-197 & Lots 228-259, or no less than 1000 square feet on the first floor. For all other lots, the square foot minimum shall be 1200 square feet.

Phase III: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be no less than 1200 square feet for a one-story dwelling for Lots 208-216 and Lots 285, 289, 290, 291, 293. This is all provided, however, that a dwelling of more than one story shall contain the minimum aggregate of 1200 square feet for said lots above.

5. **Building Location:** No building shall be located on any lot nearer to the front 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 line or any side street 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 line nearer than 25 feet to the rear lot line. For the purposes of this 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.

6. **Lot Area:** As shown on plat, under no circumstances can any lot be subdivided.

7. **Easements:** Easements for installation and maintenance of utilities and drainage facilities are area fences are reserved as shown on recorded plat. Within these easements no permanent or temporary structures, plantings or other equipment or other materials which would require excavation of any sort shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or pipelines or which may change the

direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

8. **Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance of nuisance to the neighborhood.
9. **Temporary Structures:** No structures 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.
10. **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 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.
11. **Mail Boxes:** Mail boxes pedestals shall be build of brick or materials that match the exterior material of the house.
12. **Antennas:** Antennas of any kind may not extend above the roof line. No dish-type antennas shall be allowed unless concealed from neighbors' view.
13. **Landscaping:** The exterior landscaping shall consist of solid sod in the front and side yards with trees, shrubs, and ground cover to make the yard aesthetically pleasing. All landscaping plans are to be approved by the Architectural Control Committee.
14. **Oil Land Mining Operations:** No oil drilling, or 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 or permitted upon any lot.
15. **Livestock & Poultry:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that of dogs, casts or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes.
16. **Garbage & Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or 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 sanitary condition. The buyer is responsible for removing any and all stumps and debris brought about by clearing a building site. Said stumps and debris must not be pushed onto other property.

17. **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 line and a line connecting them at points 30 feet from the intersections of the street lines, or in the case of a rounded property corner, from the intersection of a street property lines extended. The same sight line limitations shall apply on any lot within 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 lines. No fences shall be erected which would extend toward a street line past the building setback lines.
18. **Roof Specifications:** All roofs must have a minimum 7-12 degree pitch. All roofs must also be constructed with a standard 3-tab fiberglass architectural shingle or the Architectural Control Committee must approve any variation.
19. **Architectural Control Committee:** The Architectural Control Committee is composed of John Hawks, David Kinley, and Lanny Grissom whose address is Conway, Arkansas. A majority of 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 members shall have full authority to designate a successor. Neither of 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 to withdraw from 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.
20. **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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten (10) years unless, at any time from the date of the recording of these covenants, 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.

21. **Property Owners Association:** The formation of a property owners association to maintain and control Westin Park common areas (to include the swimming pool maintenance) is required by these covenants and restrictions. The property owner's association will have the right and power to create by-laws by which it shall be governed. Dues in the amount of \$150.00 shall be collected in advance at the closing of each lot pro-rated to march 1 on a fiscal year basis and the amount of \$150.00 shall be collected in advance on March 1 of each year to be applied to the following twelve months. The dues shall be used to pay the expenses for maintaining the subdivision for the benefit of all the property owners. The property owner's association shall in its sole discretion control the use and expenditure of the funds. The property owner's association shall have the right to collect any and all unpaid dues by filing an appropriate legal action against any and all applicable lot owners who fail and refuse to pay the dues together with a reasonable attorney's fee. The payment of dues is not applicable to those homes being held for sale by the original developers or those who have assumed the developers' position in the development of Westin Park Subdivision. The Property Owner's Association may change this fee. Furthermore, the failure to pay dues prior to April 1 of each year shall create a right in the property owner's association to file a lien against the lot in the deed records of Faulkner County, Arkansas.
22. **Maintenance:** In the event the City of Conway does not accept the public walkway into its maintenance program, the Property Owner's Association shall accept this responsibility. The Property Owner's Association will also accept the maintenance responsibility for the brick fence along Prince Street and Wescon Lane and the entrance markers.
23. **Severability:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Filed and Recorded in Official Records of Faulkner County 06/26/2001.