

PROTECTIVE COVENANTS  
CREEKSIDE SUBDIVISION  
CENTERTON, ARKANSAS  
(Phase I & II)

1. Creekside Subdivision Property Owners Association, a non-profit organization, created under the laws of the State of Arkansas.
2. The Creekside Subdivision will have a P.O.A. (Property Owners Association). The P.O.A. will be responsible for maintenance and mowing of common areas as well as swimming pool and play areas. P.O.A. officer(s) will consist of the developer until three (3) homeowners inside the subdivision are appointed to take over duties and responsibilities of the board and ACC responsibilities on an interim basis until an official vote can be organized to officially fill such positions.
3. The Board will consist of three (3) residential homeowners serving as board members: President, Vice-President, and Treasurer. Each of these positions will serve for a period of one (1) year. The Architectural Control Committee will consist of three (3) residential homeowners and will serve for a period of two (2) years. Positions will be filled pursuant to a majority vote of the eligible residential lot owners. Homeowners are allowed to serve a board member position and ACC position concurrently.
4. A homeowner will not be eligible to be nominated or elected to a board member or ACC position while actively in violation of any rule or regulation of the stated covenant, or in default in excess of thirty (30) days in the payment of any annual dues or maintenance charge assessment against the homeowners lot.
5. In order to preserve, to the extent possible, the natural beauty of the property and setting, to maintain a pleasant and desirable environment, to create and preserve a harmonious design for the property and to protect and enhance the property, establishment of the Architectural Control Committee (ACC) has the responsibility to protect the value of every home in the Creekside neighborhood. Submit any requests to the ACC for any additions/modifications to your property to [nwacreeksidepoa@gmail.com](mailto:nwacreeksidepoa@gmail.com).
6. Approval or disapproval, of any properly submitted plans, must be given within forty-five (45) business days from submission or same shall be deemed to have been approved.
7. All approvals will be withheld until all submissions for a given request are in full compliance with the applicable covenant. The approval of plans and specifications as required herein is for the mutual benefit of the owners within the property and shall not be construed as an approval or certification that such plans and specifications are technically sound or properly engineered.

8. Each lot shall be used for residential purposes only, except area's designated specifically as "common areas". All single-family lots residences must be a minimum of 2200 sq. ft. of living area and must have a minimum of a 2-car garage. All plans for new/additions/modifications must be approved by the ACC.
9. No structure or building may be moved onto any lot to be used as a residence. No mobile, modular, or prefabricated homes of any type shall be placed or constructed upon any property within Creekside. No building shall be erected or altered on any lot, until the design, plans, elevations, location, and exteriors colors scheme have been approved in writing as to the conformity and harmony of external design with existing improvements in the addition by the POA ACC.
10. No previously approved structure shall be used for any other purpose other than that for which it was originally approved.
11. All homes will have no less than a 9-12 roof pitch, with no less than an architectural grade shingle. Metal roofing is prohibited. Metal accents to a roof or over windows to be approved by ACC. Solar panels are prohibited from being installed on any roof structure.
12. All homes will have a minimum of 70% brick exterior. Masonry siding (Hardy Backer), cement fiber siding is not considered brick. Other types of exterior materials (e.g. stone exterior), which match or exceed the aesthetic standards of the neighborhood to be submitted to and approved by the ACC.
13. All paint colors of the exterior of structures, including but not limited to, residential home, shed, etc., are to be approved by the ACC.
14. Full plans and specifications (including colors, drawings, materials, etc.) for any type of home addition must be submitted to the ACC for approval in advance of any work being performed. The architectural style, features, appointments, and materials must be compatible with, and in conformance to the standard of quality and aesthetics of the home. Roofing materials must consist of the same quality, material, and color as the home's existing roof. Contractor information must be included with all submissions.
15. All shed or unattached structure plans are to be submitted to the ACC for approval. For submission purposes, provide the details of your shed/structure plans matching the following guidelines.
  - a. **Height/Size:** Shed/structure not to exceed a maximum of 2.5 feet (30 inches) above the fence line at the highest point of the shed. Shed structure not to exceed a maximum of 150 sq. ft. for lots greater than 0.3 acres in size and not to exceed 100 sq. ft. for lots less than 0.3 acres in size.

- b. **Colors/Materials:** Shed/structure color to match the house exterior main painted surface or other ACC approved color. Construction material(s) to be consistent with the house/dwelling of said lot. (e.g. wood/brick exterior and shingles to match color on house).
- c. **Placement:** Shed/structure to be placed on a non-street facing fence line to minimize visibility from any street. A natural barrier such as evergreen trees may be required to obscure visibility.
- d. **Construction:** Shed/structure anticipated start date to be provided at time of submission. Completion of shed/structure not to exceed 3 months.
- e. It is prohibited to use shed/structure as a dwelling.
- f. Lean-to shed design showing above fence line prohibited.

Note: Currently there are four (4) sheds in the development, out of compliance with the covenant. Each case will be addressed individually with formal letters from the POA.

- 16. Pergolas and Gazebos must be constructed of brick, cedar, or decorative (tube) metal. No plastic or resin structures are allowed. Roofing materials must consist of the same quality, material, and color as the existing home roof. The material(s) used must match the existing home exterior colors and design elements. Cedar materials must be stained to be consistent with the color of the home and/or fencing around the home. Brick must match the brick used for the existing home.
- 17. All paint selections must be of natural tone or approved by the ACC. This includes but not limited to siding, shutters, doors, sheds, etc.
- 18. All stain selections must be of natural tone or approved by the ACC. This includes but not limited to fences, pergolas, gazebos, etc.
- 19. Semi-permanent structures, such as storage units, must be submitted to the ACC for approval. Storage unit height below fence line are allowed if they are not visible.
- 20. Each homeowner must maintain one tree placed at an approximate distance of nine (9) feet from the inside of the sidewalk or fifteen (15) feet from back of curb. In the event a tree(s) dies, lot owner will replace said tree with sixty (60) days of determining tree is dead. Trees planted or replaced must be a minimum of 6 feet in height.
- 21. Sidewalks must be completed before final inspection of house. Sidewalks must be according to city specifications. Blocking sidewalks is prohibited, including but not limited to vehicles, basketball hoops, toys, bicycles, etc. Sidewalk repairs from cracking, heaving, etc. are the responsibility of the homeowner.
- 22. Utility easements are reserved over lots in widths shown on the plat and are for utility use only. Ownership and maintenance remain the homeowner's responsibility.
- 23. All residences must have off street parking drives that are a minimum of twenty-four (24) feet wide for 2-car garages and thirty-six (36) feet wide for 3-car garages. There

shall be no parking at any time in the front lawn of any residence. A resident shall not park on street.

24. No cars, trucks, buses, mail carts, dune buggies, golf carts, mobile homes, commercial vehicles, motor homes, travel trailers, campers, boats, motors or trailers shall be kept on the Common Areas, on any residential lot or in the street adjacent to any lot except that such items may be stored or parked inside and enclosed garage or similar enclosure. No overnight street parking for any vehicles except for RV's or boats, they may be parked on the street for up to three (3) days for loading or unloading. Vehicles belonging to guest of residence may be parked on the street for eight (8) hours or less. No commercial trucks over one (1) ton to be parked for over two (2) hours in Creekside development, except for: moving loading, unloading, and home development purposes.
25. No vehicle repairs are to be performed in the driveway or front yard of any property or common area. All repairs or maintenance of any kind must be done in the garage or rear yard. No inoperative vehicle shall be permitted on any lot for a period more than seven (7) days.
26. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot (including but not limited to chickens, goats, etc). Dogs, cats, and other household pets may be kept and maintained, provided they are not kept, bred, or maintained for any commercial purposes. Household pets shall be maintained in a clean sanitary situation and shall not be noxious or nuisance to the surrounding property owners. Owners and residence are responsible for all pet waste from the property. Owners and residence shall not permit their pets to relieve themselves on common areas or property of others unless immediately and completely removed by the pet owner or responsible resident.
27. No exterior antenna, aerial wires, or other devices (including without limitation, radio or television transmitting or receiving antennae and satellite dishes) for the transmission or reception of any form of electromagnetic radiation shall be erected, installed, used or maintained on any Lot, unless the same is expressly approved and permitted by the ACC and appropriately screened so as to not be visible from the front of any other Lot or any public street. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot, which may unreasonably interfere with the reception of television or radio signals on any other Lot. No satellite dish antenna shall be erected unless approved by the ACC and appropriately screened to not be visible from the house front.
28. Front yard, including front porches shall not be utilized for storage of any items.
29. The area within the front of a residence (front yard), shall be kept only as a lawn for ornamental or decorative planting of grass, trees, and shrubbery. Grass is to be kept mowed and not to exceed six (6) inches in height. Graveling front yard is prohibited. Raised or elevated planter boxes, lattice work and similar wooded, metal, plastic structures are prohibited. All Toys, newspapers, etc., must be picked up so as not to

accumulate in an unsightly manner in view of any street. Placement of any furniture to be placed on front porch, not in the yard. No equipment or machinery, including, without limitation, equipment, or machinery for use in connection with the maintenance of any dwelling, such as lawn mowers, wheelbarrows, and similar devices, shall be stored in the front of any residential lot.

30. Displaying seasonal lighting and decorations, on residential lots, are not to exceed four (4) consecutive months.

31. No debris shall be allowed to accumulate on any lot. Dead trees, shrubs, vine plants shall be promptly removed from each lot. Creekside P.O.A. shall have the right, privilege and option to cause any unkept lots to be mowed and to remove dead trees, plants or other vegetation and debris from such lot if, after fifteen (15) days' notice in writing, from the P.O.A. to the homeowner.

32. All homes are required to have a fence around back yard of property and must meet the following standards:

- a. Any fence addition/change must be approved by the ACC including by not limited to materials, location, height, and quality prior to the commencement of construction.
- b. Fences to be stained if desired; painted fences are prohibited. Fence stains to be transparent or semi-transparent; solid stains are prohibited. All fence stain colors to be approved by the ACC prior to being applied. It is highly recommended to stain/protect wood slatted fencing.
- c. Fencing around each yard to be 6 foot in height (from grade) except for homes/lots which back up to the Walker Nature Preserve.
- d. Fencing front must not be flush with the front of the house. Appropriate setback based on lot and house, to be considered.
- e. Fencing of front yards or driveway is prohibited.
- f. Gates are not allowed in the front patio/porch.
- g. Street facing fence to be a shadow box style fence, all other sides to be vertical slatted fence panels
- h. Each homeowner must keep all fencing in good maintenance, e.g. no warped or broken boards, etc.
- i. Homes which back up to the Walker Nature Preserve can have a minimum 3-foot height fence (from grade) along the back of the property only. Approved materials to be black vinyl coated chain link, black wrought iron, and vertical wood slatted fence (panels matching side yard fence).

33. Private above-ground pools are prohibited. All private in-ground swimming pools shall always be kept in a good state of repair and shall be properly enclosed with a fence as per state and local rules and regulations. Swimming pools must comply with all state and local rules and regulations

34. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or signs used by a builder to advertise the property during construction and sales period. "For Rent" and "For Lease" signs are prohibited.
35. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
36. All trash bins to be stored in garage and/or behind fence in back yard and completely hidden. The evening before collection, trash bins can be placed on street, but are not to remain on street or visible for more than twenty-four (24) hours.
37. Sex Offender Registration: No person, who is required to register as a sex offender pursuant to the Sex Offender Registration Act of 1997, Arkansas Code Ann 12-12-901, et Seq. as amended from time to time or any other similar federal, state, or local law, regulation, or ordinance may rent, reside in, own or occupy any Lot or Dwelling in Creekside Subdivision either permanently or temporarily.
38. Each lot owner who owns an interest in the P.O.A. and is bound by said covenant shall have a right to an easement of enjoyment in and to the common areas.
39. The P.O.A. has the right to prevent any owner from planting, placing, fixing, installing or constructing any vegetation, hedge, tree, shrub, fence, wall, structure, sign or improvement or storing any personal property on the common areas or any part thereof without written consent of the P.O.A.
40. It is the right of the P.O.A. to suspend the voting rights of a homeowner and homeowner's right to use any common area of the P.O.A. during the period the homeowner is in default in excess of thirty (30) days in the payment of any annual dues or maintenance charge assessment against a lot, and to suspend such rights for any infraction of its published rules and regulations.
41. There shall be no smoking in the common areas of development, including but not limited to the pool and playground areas.
42. There shall be no hunting, trapping, or unnatural harm to animals within the Creekside development or Walker Nature Preserve.
43. If any owner or occupant shall at any time, while covenants are in effect, violate or attempt to violate any of these covenants, any owner of any part of the addition or P.O.A. may institute and prosecute an action at law or in equity against the persons violating or attempting to violate any covenant, and may recover damages resulting

from the violation. Judicial or legislative action invalidating any one (1) or more of these covenants shall not affect the remaining provisions which shall continue in full force and effect any owner of any part of the addition or P.O.A is specifically given the right to enforce these restrictions.

44. The membership of a homeowner to the P.O.A. may not be severed from or in any way transferred, pledged, mortgaged, or alienated except upon the sales, assignment, or transfer of such owner's interest in all or any part of such owner's lot and then only to the purchaser, assignee, or transferee as the new owner of the lot in question.
45. P.O.A. annual dues to be \$450 per year due January 1 of each year and to be paid in full to the Creekside Subdivision P.O.A., within 30 days of receiving invoice. The P.O.A. shall be entitled to a lien on such lot of homeowner for the late or non-payment of the P.O.A. annual dues.
46. The maximum annual dues may be increased each year by an amount no greater than two percent (2%) above the maximum assessment from the previous year pursuant to a majority vote of the Board.
47. *Landmarc Custom Home Builder to be exempt from paying annual P.O.A. dues on Lots. Empty lots purchased from Landmarc Custom Home Builder or others are subject to annual P.O.A. dues.*
48. The owner of each residential lot agrees to be bound by the foregoing covenants. Any lot owner violating the rules and regulations of the covenants will be responsible for any attorney fees and a fine of \$25 USD assessed monthly. The monthly assessment will start Thirty (30) days after the date of formal notice that homeowner is in violation of the covenant. The P.O.A. shall be entitled to a lien on such lot of homeowner for the cost of such violation(s).
49. The sale or transfer of any residential lot will not affect the assessment of a lien. No sale or transfer shall relieve such residential lot from liability of any assessment which thereafter become due or from the lien thereof.
50. Each lot will have 1 vote. P.O.A. assessments will begin upon Certificate of Occupancy from the city for each property and/or purchase from existing lot or homeowner.
51. Should any term or provision of these covenants be deemed by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be severed and removed from these covenants and such determination shall not affect the validity or enforceability of the remaining provisions set forth in the covenants.

52. The Covenants shall run with the land and be binding on the present owner and all persons hereafter acquiring title in any manner to any part of Creekside Subdivision for a period of twenty five (25) years from August 1, 2020, after which time, said covenants shall be automatically renewed for successive periods of one year, unless at any time, an instrument signed by the then owners of a majority of the lots shall be recorded agreeing to change the said covenants, in whole or part.