

AMENDED PROTECTIVE COVENANTS  
CHAMPIONS GOLF AND COUNTRY CLUB DEVELOPMENT  
TO THE CITY OF ROGERS, ARKANSAS  
(TOWN HOMES)

MAR 24 1993

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

New Champions Land Development Limited Partnership is the owner and developer of certain lots at Champions Golf and Country Club Development to the City of Rogers, Arkansas, and does hereby amend the Protective Covenants on Town Homes filed of record August 17, 1989, in Deed Record 710 at Page 596 which shall apply to the following lots as shown on the recorded Plat and Replat of said subdivision:

1. Legal Description. The Town Home Development of Champions Golf and Country Club Development to the City of Rogers, Arkansas, shall be deemed to consist of Lots T-1 through T-54.

2. Intent. It is the intent of Champions Golf and Country Club Limited Partnership that these protective covenants be construed with the intention of promoting orderly and continuous development within Champions Golf and Country Club Development. Any action inconsistent with this express intent which would unreasonably delay or impair such orderly and continuous development of Champions Golf and Country Club Development which is not specifically covered within the terms of these protective covenants shall be deemed a violation of these protective covenants.

3. Land Use and Building Type. All lots within the Town Home Development of Champions Golf and Country Club Development to the City of Rogers, Arkansas, shall be governed by the provisions of the Rogers City Code governing single-family residences as governed by RMF-12, with approved variances, on the date these covenants are executed.

4. Building Limitations. The subdivision and building codes of the City of Rogers, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in Champions Golf and Country Club Development to the City of Rogers, Arkansas. All dwellings and other improvements shall comply with said ordinances as they exist on the date of such construction. Any conflict between such ordinances and the provisions of these protective covenants shall be resolved in favor of the more restrictive provisions. Building, architectural, and design specifications shall be in accordance with those set forth in the Rogers City Code and those standards and specifications required by the Architectural Control Committee. No dwelling structure shall be constructed upon any lot within the Town Home Development of Champions Golf and Country Club Development to the City of Rogers, Arkansas, of a size less than one thousand four hundred fifty (1,450) square feet of heated living space. Further, each dwelling shall have a private garage for not less than two (2) cars, which shall be served by a concrete driveway with a minimum width of not less than sixteen (16) feet. All homes or outbuildings constructed on any lot must use fire code approved roofing material selected by the Architectural Control Committee. In addition, all specifications and plans for structures to be constructed upon any lot within Champions Golf and Country Club Development to the City of Rogers, Arkansas, shall be submitted for approval to the Architectural Control Committee, which shall view all such plans and specifications prior to

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construction and be given the power to require amendment or alteration to any such designs or specifications prior to approval for construction in Champions Golf and Country Club Development to the City of Rogers, Arkansas. The specifications and requirements of the above mentioned zoning RMF-12, with approved variances, are designed as minimum requirements for architectural and design specifications and may be supplemented from time to time, where not inconsistent, by the Architectural Control Committee, and same shall be binding. All owners should contact the Architectural Control Committee prior to commencement of construction, to be apprised of current requirements.

5. **Architectural Control Committee.** 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 on the lot have been approved by the Architectural Control Committee. Such plans shall be submitted to the Architectural Control Committee at least fifteen (15) days prior to the commencement of construction of same, and the written approval of the Architectural Control Committee shall be required before commencement of construction. In this regard, it is the intention and purpose of the covenants contained in this paragraph to assure that all dwellings and accessory buildings shall be of a quality of workmanship and materials substantially the same or better than that which is being produced on the day these protective covenants are recorded and to assure that the exterior design of all dwellings and accessory buildings will be aesthetically compatible with the other dwellings and accessory buildings in the subdivision. The Architectural Control Committee for Champions Golf and Country Club Development shall consist of the officers of Sunrise Land Corporation, Inc., General Partner, and any other persons designated by Sunrise Land Corporation, Inc., General Partner. The members of said committee shall serve for a period of thirty (30) years, and thereafter as replaced by an election of the majority of the then lot owners (one lot, one vote) in Champions Golf and Country Club Development. The Architectural Control Committee's approval or disapproval as required in this paragraph shall be in writing. Should any plans submitted hereunder fail to be approved or disapproved within the time period herein provided, or in any event, if no suit to enjoin the construction proposed is commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with. The Architectural Control Committee as herein established may amend the architectural standards for Champions Golf and Country Club Development at any time with or without notice. Such amendment shall not affect plans or specifications for construction approved in writing prior to the date of such amendment. The Architectural Control Committee will make available from time to time written copies of the architectural standards to apply to the Champions Golf and Country Club Development. No adjacent lots or streets are to be used for storage of any building materials during or after construction. The use of any prefabricated lattice work on any decks, porches, overhangs, or other portions dwellings is prohibited unless with written approval by the Architectural Control Committee.

6. **Home Occupations.** Home occupations as defined by the Rogers City Code shall be prohibited.

7. **Yard Space Restrictions and Building Locations.** The Architectural Control Committee shall have sole and exclusive power to make all decisions regarding yard space restrictions and building locations, so long as same are not

in violation of Rogers City Code. In exercising its power, the Architectural Control Committee shall have all powers granted in paragraph 5 hereinabove.

8. **Fences and Shrubs.** Fencing of front yards is prohibited. Any fence located on any lot must be approved as to material, location, height, and width by the Architectural Control Committee prior to commencement of construction. Chain link fences and other forms of wire fencing are specifically prohibited. The Architectural Control Committee shall have the authority to establish setback requirements for any fences approved by it as set forth herein. Developer will construct all fencing surrounding the Town Home Development area.

9. **Garages.** Attached garages must be kept closed at all times except for immediate ingress or egress.

10. **Swimming Pools.** Swimming pools may be constructed upon any lot but must comply with the setback requirements set forth above. The design of any swimming pool and its screening or fencing must be approved by the Architectural Control Committee in writing in advance and must conform to all City Code requirements in effect for the City of Rogers at the time of such construction. No swimming pool shall be permitted to drain onto the golf course. All swimming pool equipment must be screened from the street and the golf course, and such screening must be approved by the Architectural Control Committee. Any fencing immediately surrounding the swimming pool shall be approved by the Architectural Control Committee and shall be wrought iron with an open view.

11. **Maintenance of Common Areas, Fences, and Roads.** Sunrise Land Corporation, General Partner, shall be responsible for maintaining all common areas, fences constructed by the developer, and roads within the development. Sunrise Land Corporation, General Partner, may from time to time require assessments, either monthly or annually, in the sole discretion of Sunrise Land Corporation, General Partner. The amount of any such assessment shall be equal for each lot owner based on the estimated cost of maintenance requirements divided by the number of lots in the development. Such assessment shall be up to \$1,000.00 per year for the first ten years and shall increase thereafter if necessary. However, any increase shall not be more than \$100.00 per year over the previous year's assessment.

A. **Lien for Assessments.** All sums assessed against any lot pursuant to this declaration, together with any late charges as provided herein, shall be secured by a lien on such lot in favor of Sunrise Land Corporation, General Partner. Such lien shall be superior to all liens and encumbrances on such lot except for:

(1) Liens of ad valorem taxes;

(2) A lien for all sums unpaid on a first mortgage, any purchase money mortgage, or any mortgage to Champions Golf and Country Club Limited Partnership duly recorded in the public records of Benton County, Arkansas, and all amounts advanced pursuant to such mortgage and secured thereby in accordance.

All persons acquiring liens or encumbrances on any lot after these protective covenants shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future lines or assessments as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

**B. Effect of Nonpayment of Assessments, Remedies of Sunrise Land Corporation, General Partner.** Any assessments which are not paid when due shall be delinquent. Any assessment due for a period of ten (10) days shall incur a late charge in an amount as the officers of Sunrise Land Corporation, General Partner, may reasonably determine from time to time. Sunrise Land Corporation, General Partner, shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien as herein provided for shall attach, and, in addition, the lien shall include a late charge of a maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, Sunrise Land Corporation, General Partner, may, as its officers shall determine, institute suit to collect such amounts or to foreclose its lien. Each owner, by his or her acceptance of a deed to a lot, vests Sunrise Land Corporation, General Partner, or its agents, the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this article shall be in favor of Sunrise Land Corporation, General Partner. Sunrise Land Corporation, General Partner, shall have the power to bid on the lot at any foreclosure sale or to acquire, hold, lease, mortgage, and convey the same. No owner may waive or otherwise escape liability for the assessments provided herein, including, by way of illustration but not limitation, abandonment of his or her lot.

All assessments shall be due and payable in a manner and on a schedule as the officers of Sunrise Land Corporation, General Partner, may provide. Assessments may be levied upon each lot regardless of construction, or lack thereof, upon said lot.

12. **Signs.** No signs, either permanent or temporary of any kind, including realtors signs or signs advertising sale of lots, shall be placed or erected on any property, except as approved by the Architectural Control Committee. Provided further, however, the developer hereby reserves the right to construct signs to designate the name of the addition and to advertise same.

13. **Temporary Structures.** No trailer, basement, tent, shack, garage, barn, or other outbuildings erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This restriction specifically prohibits the storing of any vehicles or boats on the lots other than inside the attached garage.

14. **Outbuildings.** The use of or erection of any detached storage building or outbuilding of any kind is prohibited on any lot in the subdivision.

15. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations, or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained, or permitted upon any building site.

16. **Pets, Livestock, and Poultry.** No animals, livestock, or poultry of any kind shall be raised or kept on any residential building site, except that dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for any commercial purposes. No more than two (2) pets shall be maintained upon any lot within Champions Golf and Country Club Development. Any pets maintained upon said lots must be maintained indoors and shall not be allowed to roam outdoors unless on a leash and attended by a person. No reptiles shall be kept as pets.

17. **Miscellaneous.**

A. **Satellite Dishes.** Satellite television receiver dishes are specifically prohibited from being installed within Champions Golf and Country Club Development.

B. **Basketball Goals.** Basketball goals are specifically prohibited within the Town Home area.

C. **Exterior Lighting.** All exterior lighting must be approved by the Architectural Control Committee. Furthermore, all Christmas decorations and lighting must be removed by January 15th of the year following the preceding Christmas.

D. **Common Fence Attachments.** No lot owner shall attach anything to any fence constructed by the developer without the specific written permission of the Architectural Control Committee.

E. **Parking.** No vehicles or boats shall be stored in any Town Home driveway for a period of more than twenty-four (24) hours. Common area parking within the Town Home area is for guest use only.

F. **Trees.** All trees must be preserved which do not impede construction, and any major clearing on a lot must be approved by the Architectural Control Committee.

G. **Clothes Lines.** No permanent outdoor clothes lines are permitted.

H. **Gas Meters.** All gas meters serving houses constructed within this phase shall be set on the rear side of such house.

I. **Motor Homes.** Motor homes are not permitted in the development without preauthorized approval in an area designated by the general partner.

J. Boats and Golf Carts. Boats and golf carts are not to be left unattended and must reside at all times in owner's garage.

K. Other Vehicles. The use or operation of motor cycles, recreational vehicles, off-road vehicles, go-carts, model airplanes, mopeds, or any other motorized conveyance and any manually operated machines (excluding golf carts and bicycles) shall be considered a nuisance and are prohibited.

L. Curbing. The painting of any curbing or rock surfacing on any street in the development is prohibited.

M. Disrepair. Any improvements on lots which fall to disrepair in the discretion and opinion of the Architectural Control Committee and not repaired or maintained after 10 days notice to the owner will be repaired by the developer and will be billed to the lot owner. Sunrise Land Corporation, General Partner, shall have the same lien rights for the repairs pursuant to this paragraph as are set out in paragraph 11 set forth above.

N. Swing Sets. Swing sets shall be allowed only by approval and site location by the Architectural Control Committee. Any swing sets allowed shall only be constructed of treated wood without flags and any canvas coverings shall be natural canvas color or sherwood green to blend with the general landscape.

18. Prohibited Housing. No subterranean housing or other form of housing covered by earth or earthworks shall be permitted within Champions Golf and Country Club Development.

19. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear of each lot. No trees, incinerator structures, buildings, pavement, or similar improvements shall be grown, built, or maintained within the area of the utility easements. Owners are hereby put on notice that any structures or plant material in the easements are subject to removal.

20. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereupon which may be or may become an annoyance or a nuisance to the neighborhood. Household pets may be kept provided they are not kept or maintained for any commercial purposes. Grass, weeds, and tree sprouts shall be kept cut by the developer until construction is commenced by the lot owner. An annual fee in the sum of \$250.00 shall be assessed by developer for said grass cutting and maintenance. Upon initiation of construction of dwellings, the owner is responsible to keep the lot grass maintained at 6 inches or less at all times. If the grass is not maintained at less than 6 inches in height during construction, the developer shall cut said grass and the owner of said lot shall be assessed a fee in the sum of \$250.00 for said maintenance. Sunrise Land Corporation shall have the same lien rights as set forth in paragraph 11 above for any assessments pursuant to this paragraph. Yard maintenance after construction and landscaping shall be borne by the land owner at land owner's cost. Fences or outside structures or other outdoor decorations shall be maintained so as not to become unsightly or an annoyance or a nuisance to the neighborhood. No building material of any kind or character shall be placed or stored upon any lot in the subdivision until the

owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the street and property lines. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed from the subdivision.

21. **Inoperative Vehicles.** No vehicle, bus, tractor, or other vehicle or other conveyance or rig, other than a lawn grass apparatus, shall be left inoperative on any platted lot for a period of more than twenty-four (24) hours.

22. **Violations.** In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extensions thereof), it shall be lawful for any person or persons owning any lots in the subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, and either to prevent him or them from so doing and/or to recover damages for such violations.

23. **Binding Effect and Amendments of Covenants.** All persons or corporations who now or shall hereafter acquire any of the lots within the Town Home Development of Champions Golf and Country Club Development shall be deemed to have agreed and covenanted with the owners of all other lots in the Town Home Development and with their heirs, successors, and assigns to conform and observe the restrictions, covenants, and stipulations contained herein for a period as hereinafter set forth. These covenants may be amended at any time upon the affirmative vote of seventy-five percent (75%) of the then existing votes within the Town Home Development of Champions Golf and Country Club Development. By virtue of ownership and continued maintenance of the common area, the developer is hereby designated to have twenty-one (21) votes, which shall be computed in determining whether or not the seventy-five percent (75%) requirement has been met. It is expressly determined that the owner of each of the original fifty-four (54) platted lots shall have one (1) vote for each of said platted lots owned at the time of any such election or vote. The developer shall have one (1) vote for each lot still owned by the developer at the time of any such vote or election in addition to the above described twenty-one (21) votes. A vote of seventy-five percent (75%) of the combined total of the fifty-four (54) original platted lots and the developer's twenty-one (21) common area votes shall be deemed sufficient to amend these covenants. Further, no amendments shall be allowed which would be in violation of the zoning designation in effect at the time of the amendment or which would reduce or eliminate assessments as set forth in paragraph 11.

24. **Duration of Covenants.** These covenants and restrictions shall run with the land for a minimum period of thirty (30) years, to be automatically extended for successive periods of five (5) years without further action unless terminated by a majority of the property owners in the development, casting votes as hereinabove set forth in the amendment section of these covenants, and voting one (1) vote for each lot. It is the intent that these covenants promote the aesthetic value of Champions Golf and Country Club Development.

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25. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order judgment, or decree of any court, or otherwise shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

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Lots T-3, T-4, T-5, T-7, T-8, T-11, T-12, T-13, T-14, T-15, T-16, T-17, T-18, T-19, T-20, T-21, T-22, T-24, T-27, T-28, T-29, T-30, T-31, T-32, T-33, T-34, T-35, T-36, T-37, T-38, T-39, T-40, T-41, T-42, T-43, T-44, T-46, T-47, T-48, T-49, T-50, T-51, T-52, T-53, T-54 plus 21 votes for common areas pursuant to original covenants.

NEW CHAMPIONS LAND DEVELOPMENT  
LIMITED PARTNERSHIP BY  
SUNRISE LAND CORPORATION,  
GENERAL PARTNER

By: E. Scott Blevins  
E. Scott Blevins, President

STATE OF ARKANSAS     )  
                                  ) ss  
COUNTY OF BENTON    )

Subscribed and sworn to before me, a notary public, this 22 day of March, 1993.

Cynthia D. Copier  
Notary Public

My Commission Expires:  
11-3-2002

