

**COVENANTS AND RESTRICTIONS  
JEWELS ESTATES SUBDIVISION  
FAULKNER COUNTY, ARKANSAS**

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 the residential property that detract from and cheapen a neighborhood, have caused the following covenants 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.

The filing of said Plat and of these Restrictive Covenants and a copy of said Plat for record in the Office of the Circuit Clerk and Ex-Officio Recorder of Faulkner County, Arkansas, shall be valid and complete delivery and dedication of the streets, subject to the limitations herein set out.

The land embraced in said Plat shall forever be known as *Jewels Estates Subdivision Phase I* of the City of Greenbrier, Arkansas, and each and every deed of conveyance for any lot in said subdivision describing the same by the lot number shown on said Plat shall forever be deemed a sufficient description thereof. Said owner hereby donates and dedicates to the public forever an easement and right of way upon, over and across said streets as shown by said Plat to be used as public streets.

Said land herein platted, and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants, to-witt:

1. **AREA OF APPLICATION:** These covenants shall apply to lots 1-58 of Phase I Jewels Estates Subdivision, as shown on a plat of record in Book \_\_\_\_\_ Page \_\_\_\_\_, Plat Records of Faulkner County, Arkansas.
2. **LAND USE AND BUILDING TYPE:** No lot or site shall be used except for Residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or site other than one detached one-family dwelling not to exceed two stories in height, with a private garage for not more than three cars. A storage building may be attached or detached, but must conform to material and style of dwelling with the written approval of the Architectural Control Committee having been first obtained. As herein used, the word "site" shall be construed to mean any tract of land which is under common ownership and which is utilized for one detached one-family dwelling as herein set forth whether same or a combination of all or portions of

two or more lots which are adjacent or adjoin in such manner so the intervention of public streets or other public or private ways.

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 topography and finished grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum setback line unless similarly approved. There will be no chain link fences erected. The Architectural Control Committee shall approve all fences and outbuildings constructed. Fences will be allowed only when constructed of wood, brick, or stone. Outbuildings must have the same quality of construction and same exterior building materials so they will correspond with the house construction.
4. **DWELLING SIZE:** No single family dwelling shall be permitted on any lot  
To heated-cooled area of which is exclusive of one story open porch and garages in less that 1050 square feet. All dwelling shall be seventy-five percent brick unless otherwise approved by the Architectural Control Committee. It is the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better that which can be produced on the date there covenants are recorded for the minimum permitted dwelling size.
5. **BUILDING LOCATION:** No building shall be located on any lot nearer to  
The front line or nearer to the side street line that the minimum building setback lines shown on the recorded plat. No building shall be located nearer to any side yard line than that of 8 feet or 25 feet to rear yard line, as side yard and rear yard are defined in the zoning ordinance of the City of Greenbrier, Arkansas. Any deviations from any of the provisions of this section must be approved by the Architectural Control Committee and the Board of Adjustments of the City Planning Commission.
6. **UPKEEP OF LOTS:** It shall be the duty and responsibility of the owner or  
Owners of each lot or site, whether the same be improved or unimproved, occupied or unoccupied, to keep such premises clean and to cut the grass as often as shall be required to maintain the same in a reasonably clean and neat condition. Any owner or owners who shall

fail to comply with the provisions of this section shall be notified in writing by the Architectural Control Committee of such failure. If such owner or owners fail to clean and/ or mow the said site within ten (10) days after the date of said notice, The architectural Control Committee shall be empowered and/ or mow such site and to pay therefore. Upon such payment the sum so paid by the Architectural Control Committee shall create a valid and enforceable lien upon such lot or site.

7. **EASEMENTS:** Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain and maintenance of utilities, or which may change the direction of flow or draining channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot.
8. **COMPLETION OF IMPROVEMENTS:** All residences must be completed in substantial compliance the the plans and specifications therefore, and must be ready for occupancy, including drives, walks and lawns (front and sides sodded), within a reasonable time, but in no event later than one year after commencement of construction thereof. If not completed within the time the Architectural Control Committee may ad and perform all necessary acts and things to cause the same to be completed and all costs incurred in so doing shall constitute a valid and enforceable lien against said property until fully paid.
9. **LOT AREA:** As shown on Plat, under no circumstances can any lot be Subdivided.
10. **NUISANCES:** No noxious or offensive activity shall be carried upon any lot nor shall anything be done therein which may be or may become any annoyance or nuisance to the neighborhood.
11. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be used upon any lot at anytime as a residence, either temporarily or permanently.

12. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than five(5) feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.
13. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarry, or mining operations of any kind shall be permitted on the property or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natured gas shall be erected, maintained, or permitted upon any lot.
14. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry if any kind shall be raised, kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
15. **GARAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garage, or other waste shall not be kept except in sanitary containers. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition. The buyer is responsible for removing all stumps and debris brought about clear the building site.
16. **MAILBOXES:** Mailbox pedestals shall be built of brick or materials that match the exterior material of the house. The Post Office shall be contacted about location of mailbox before construction.
17. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee is composed of Shayne Hobbs, Nick Hobbs, and Mark Burrier. 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 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 it to 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 plans and specifications which 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.

18. **TERMS:** 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 be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
19. **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 damage.
20. **SEVERABILITY:** Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
21. **YARDS:** All front and side yards must be sodded and landscaping in the front.
22. **PROPERTY OWNERS ASSOCIATION:** Each property owner will agree to join a Property Owners Association whenever 60% of the lots of Phases I, II, and III have been sold.

The undersigned corporation, being the owner and developer of Jewels Estates Subdivision Phase I to the City of Greenbrier, Faulkner County Arkansas Covenants does hereby fix this seal to this instrument of Restrictive Covenants for the purpose of executing said instrument and for such other purposes as are set forth hereinabove.

WITNESS OUR HANDS on this \_\_\_\_ day of \_\_\_\_\_.

HBH Development, LLC.

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Shayne Hobbs

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Mark Burrier

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Nick Hobbs