

FILED FOR RECORD

92-06829

At 9:42 O'clock A.M.

Restrictive Covenant Agreement

FEB 07 1992

SUE HODGES

Clerk and Recorder
BENTON COUNTY, ARK.

Now on this 2nd day of December 1991 we the undersigned, being all the owners of the following described property situated in Benton County Arkansas, to wit!

Elder Estates, a subdivision of part of the South East Quarter of SW Quarter of section 18, township 20 North, Range 29 West.

For the purpose of maintaining fair and adequate property values in said lots and of continuing the same as a desirable residential subdivision, on consideration of our mutual interest as owners of said lots, do hereby covenant and agree with one another that none of the said lots shall be sold, mortgaged, assigned, conveyed or otherwise transferred, except subject to the hereinafter stated restrictive provisions, nor shall said lots be used for any purpose for any structure be erected thereon except in compliance and conformity with the following provisions to-wit:

- 1.) DWELLING TYPE AND QUALITY. No dwelling shall be erected except one detached single family dwelling and private garage of new construction.
- 2.) DWELLING SIZE. No dwelling shall be permitted which does not have area of 1850 square feet, including garage.
- 3.) BUILDING LOCATION. No dwelling to be erected on any lot nearer than 30 feet to the front lot line or nearer than 10 feet to side lot lines.
- 4.) LOT WIDTH. According to the Arkansas State Health Department approval of waste disposal, not more than one dwelling shall be erected on any platted lot..
- 5.) UTILITY EASEMENTS. The front ten feet of all lots shall be used by water, gas, electric, and telephone companies to construct and maintain services.
- 6.) NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything of commercial nature be done, nor anything be done thereon which might become an annoyance or nuisance to the neighborhood.
- 7.) TEMPORARY STRUCTURES. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuildings shall be occupied on any lot at any time as a residence either temporarily or permanently.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from date, these covenants are recorded, after which time said covenants shall automatically extend for periods of ten years unless 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.

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to

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