

send to  
Terri Parsley  
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Springdale, AR 72764

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FILED FOR RECORD  
AT 4:15 o'clock P.M.

SEP 01 1993

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

RESTRICTIVE COVENANTS (REVISED)

Whereas, Danny D. Parsley and Terri L. Parsley, herein called owner, has certain lands owned by it to be added to an addition known as Apple Meadows Subdivision in Bethel Heights, Benton County, Arkansas; and Whereas, Owner desires to provide for the use of the property for residential uses and to restrict its uses as such; Whereas, Owner owns all lots in Apple Meadows Subdivision and desires to hereby adopt the covenants stated herein, and agrees that the stated covenants shall apply to all property now platted as Apple Meadows Subdivision in the City of Bethel Heights, Benton County, Arkansas, (excluding lot 24, until it is sold to other owners, owned by Danny and Terri Parsley, as their present residence), as covenants running with the land:

1. No part of said property shall be used for any purpose other than residential.
2. No building or improvement of any kind shall be erected on any lot nearer than 25 feet to the front line, or nearer than 15 feet to any rear or side line.
3. Not more than one single family dwelling shall be erected on any lot in said subdivision, and no dwelling shall have a ground floor area of less than One Thousand Six Hundred Fifty (1650) square feet, exclusive of garage.
4. Each house shall have at least a two car attached garage.
5. The outside of each house in said subdivision must not be less than 75% brick on the exterior.
6. No lot within the said subdivision shall be re-subdivided.
7. Easements for installation and maintenance of utilities and drainage facilities are reserved on each lot, no structure of any type shall be placed or permitted to remain which may interfere with the operation, installation, or maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water toward or through drainage channels in the easement. Driveways are permitted within the easements, shall be constructed so as not to prevent and obstruction to the flow of water or any change in the area of each lot and all improvements of the lot, except for those improvements for which a public authority or utility is responsible.
8. All lots are required to have a concrete driveway, to be maintained in good condition.
9. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.
10. No scrap material, rubbish, or debris shall be permitted to accumulate upon the premises.
11. No lot shall be allowed to grow up in weeds, grass, or other unsightly growth. In the event any lot owner shall fail to comply with this requirement, The City of Bethel Heights, Benton County, Arkansas, may cause such lot to be mowed and may access the cost against such lot owner, with the cost to become a lien against the premises until paid.
12. 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, kept in a clean, and sanitary condition.
13. All lots shall be kept in a neat and orderly fashion.
14. No truck, van, bus, motor home, boat, trailer, or utility trailer, shall be parked or garaged on any street, or in front yard of residential lot.
15. Only automobiles and other transportation vehicles used for pleasure or business by the occupants at the dwelling on any lot, shall be parked on the street, parking pad, or driveways. The street in the subdivision shall not be used by the occupants for regular and continued parking of vehicles. No vehicles of any kind that are obsolete or no longer in service shall be parked in front yard.
16. No livestock, animals, or poultry shall be raised, bred, or kept on any lot, with the exception of not more than two cats, or

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...structure of a temporary character such as a trailer, tent, shack, garage, barn, mobile home, motor home, or other  
...ding shall be used on any lot, anytime as a residence, either temporarily or permanently.

18. No signs of any kind shall be displayed to the public view on and lot except for one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs and flags used by the builders to advertise the properties during the construction and sales periods. All signs must apply with applicable city ordinances.

19. Chain length fences having a minimum height of 48 inches will be permitted in the backyards only, and shall be maintained in good condition. All wood privacy fences shall have a maximum height of six feet and a minimum ground clearance of not less than one inch and not more than four inches. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. Wood privacy fences between the residential dwellings in the subdivision, shall be maintained in good condition. Wood pole type fences will be permitted in front, side, and back yards not to exceed 4 feet tall, with post being not less than 4 inches, and not more than 7 inches, in a smooth round diameter. Wood pole fences are the only type of fence allowed in the front yards.

20. No oil drilling, oil development operations, oil refining, quarrying, or mining operation 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 design for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

21. Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust, made in good faith, and for value but title to any property subject to this declaration obtained through sale, and satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all protective restrictions hereof.

22. Said restrictions, conditions, and covenants shall be binding on all parties and all persons claiming under a period of 20 years from the date, hereof, after which time they shall be automatically extended for successive periods of ten years, provided, however, that such restrictions, conditions, covenants, and agreements, or any of them, may be supplemented, changed, or rescinded in any or all particulars, at anytime after 20 years for date, hereof, by the owners of 75% of the dwellings, comprising the area incorporated in this declaration, evidenced by an instrument in writing executed by the said owners in the manner provided by law for the conveyance of real property and duly recorded in the office of recorder, aforesaid, and upon such recordation shall be valid and binding upon the sellers and owners of the said lots, in said tract, and upon all other persons.

23. These covenants may be amended in writing when signed by the record owners who own 75% or more of the lots in said subdivision, with said amendment to be effective when same is recorded in the office of the Recorder of Deeds of Benton County, Arkansas.

24. Each and all of the Protective Covenants shall be enforceable by injunctions or other form of action available to the parties aggrieved the unvalidation of any one of these Protective Covenants by judgment or court order, shall in no way affect any other provision which shall remain in full force and effect. Violation of any one or more of the Protective Covenants shall in no way affect a forfeiture of title to any of the property in said subdivision.

Each of the undersigned hereby acknowledges that he/she has read these restive covenants, initialed each paragraph, and agrees to abide by the covenants and restrictions contained herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Jeri Paulsby* 9-1-93.  
owner.