

93-61457

FILED FOR RECORD
At 11:40 O'clock A.M

PROTECTIVE COVENANTS
BEL AIR SUBDIVISION
ROGERS, ARKANSAS

SEP 15 1993 .

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Richard D. Quam and Nancy R. Quam, husband and wife, herein called Owners, have caused certain lands owned by them to be platted into an addition known as Bel Air Subdivision in the City of Rogers, Benton County, Arkansas; and

WHEREAS, Owners desire to provide for the use of property for the highest of residential uses and to restrict its uses as such;

NOW, THEREFORE, Owners hereby adopt the covenants stated herein and agree that the stated covenants shall apply to all of the property now platted as Bel Air Subdivision in the City of Rogers, Benton County, Arkansas, as covenants running with the land: *Plot 18-174*

1. ZONING: The R-1A zoning requirements of the City of Rogers, Arkansas, in effect on the date of the signing of these covenants shall be met and maintained as to all lots.

2. LAND USE AND BUILDING TYPE: No lot in the addition shall be used for any other purpose than single-family residential. No individual lots shall be split or sub-divided. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and each such dwelling shall have a private garage or carport for the storage of not less than two automobiles. Any storage buildings erected on the lot shall not exceed 160 square feet. No business or commercial use shall be carried on or permitted in any structure or in any portion of this addition in keeping with the general plan to develop property for the highest class of residential occupancy. All buildings shall be erected with at least fifty percent brick on the exterior and with not less than 1800 square feet of heated space. If the building is two story, the first floor shall be at least 1,250 square feet of heated space. Richard D. Quam is authorized to maintain a construction shed in the Subdivision until all lots are developed and houses constructed. Any vehicle, boat, recreation vehicle, or the like shall be out of sight from the public street if in the sub-division for more than twenty-four hours.

3. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Arthitectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation approval shall be as in Paragraph Four.

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4. ARCHITECTURAL CONTROL COMMITTEE: This committee is composed of Richard D. Quam, or his designee. The committee's approval or disapproval as required in these Covenants shall be in writing. Should any plan submitted fail to be approved or disapproved after plans and specifications have been submitted, 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.

5. NUISANCE: No noxious or offensive activity 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.

6. TEMPORARY STRUCTURES: No structure of a temporary nature or character shall be used on any lot at any time as a residence or part of a residence either temporarily or permanently. Provided, however, that nothing in the terms of this paragraph shall be construed to prevent the use of a temporary structure by a construction company as a temporary office or headquarters during the period of development and construction of this addition.

7. EASEMENT CONSTRUCTION: No fencing or structures shall be constructed in drainage easements.

8. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept or maintained for commercial purposes.

9. GARBAGE AND REFUSE DISPOSAL: Trash, garbage or other waste shall not be kept upon any lot except in sanitary containers. Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals on each lot by the owner thereof so as to maintain the same in a neat and attractive manner. No debris shall be allowed to accumulate upon any lot. Dead trees, shrubs, vines and plants shall be promptly removed from each lot.

10. SIGNS: No sign of any kind shall be displayed to the public view on any lot, except a sign no more than three (3) square feet to advertise the lot for sale.

11. TERM: These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years. These Covenants may be changed at any time by a recorded instrument which has been signed by a majority of the then owners of the lots agreeing to change said Covenants in whole or in part.

12. 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 damages.

13. SEVERABILITY: Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owners have hereunto set their hands and seals this 16 day of AUGUST, 1993.

Richard D. Quam
RICHARD D. QUAM

Nancy A. Quam
NANCY A. QUAM

William E. Hall

Julian M. Candler

ACKNOWLEDGMENT

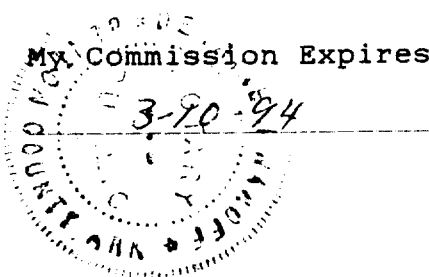
STATE OF ARKANSAS)
) ss
COUNTY OF BENTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting RICHARD D. QUAM and NANCY A. QUAM, husband and wife, to me well known as the OWNERS in the foregoing Protective Covenants and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 16 day of AUGUST, 1993.

Dwaine N. Waroff
NOTARY PUBLIC

My Commission Expires:



Lot 2, Block 1 is an existing home with existing outbuildings. The requirements for number, size and construction of outbuildings does not apply to said lot.