

350
FILES FOR RECORD

At 12:40 O'clock A.M.

506 PAGE 453

NOV 29 1976

JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK.

BILL OF ASSURANCES AND PROTECTIVE COVENANTS
FOR FAIRFIELD ADDITION
TO THE CITY OF BENTONVILLE, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That Troy Parnell, a single man, as subdivider and as owner of all the lots and blocks in Fairfield Addition to the City of Bentonville, Benton County, Arkansas, except Lots 12, 15, 16 and 18, in Block 1, hereby enters the following Bill of Assurances and Protective Covenants with reference to buildings and lots in the said plat of the said Addition now on file in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and still owned by the said Troy Parnell.

1. No lot in said Addition shall be used except for residential purposes.

2. No inoperative or junk motor vehicle or other vehicle shall be permitted to remain upon any lot or lots in any public street in said Addition for a period in excess of ten days.

3. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done on any lot or lots which may be or may become a nuisance to the neighborhood.

4. No structure of a temporary character, trailer, basement, tent, shack, barn, mobile home or outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

5. No outbuilding shall be constructed on any lot or lots in said Addition which shall exceed 120 square feet in area and such outbuildings shall be so constructed as will not detract from the general appearance of the neighborhood. Said outbuildings to be constructed of substantial material and with such workmanship as to make said structure attractive to the general neighborhood.

6. No dwelling, building or other structure of any nature whatsoever shall be moved onto any lot or lots in said Addition.

7. No animals or livestock of any kind shall be raised, kept, or bred on any lots in said Addition except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that same are not a nuisance to the neighborhood. No poultry of any kind shall be kept on any lot in said addition.

8. No fence of any kind which would obstruct free vision or movement of air shall be erected from the front of any dwelling to or between the street.

9. These covenants and restrictions are to run with the land and apply to this Addition and shall be binding upon all the parties, their heirs, and assigns, for a period of twenty-five (25) years from the date hereof. At any time within six (6) months from the expiration period a majority of the lot owners may express their intention in writing drafted so as to be recorded with the Registrar of Deeds that they no longer care for these covenants to be effective, and the same shall then be terminated. In the event that no such action is taken, these covenants shall continue for periods of five years, and after any such five year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that these protective covenants may be amended after the expiration time period as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form,

