

FILED FOR RECORD

At 3:30 O'Clock P M.

AUG 5 1977

JOSEPHINE R. HEYLAND

Clerk and Recorder  
BENTON COUNTY, ARK.

PROTECTIVE COVENANTS

FOR

ARABIAN ACRES SUBDIVISION

Location: Located in Part of the S $\frac{1}{2}$  of the NW $\frac{1}{4}$  of  
Section 3, Township 19 North, Range 29  
West, Benton County, Arkansas.

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The undersigned, Jack A. Sharp, Jr. and Marie Sharp, and Paul R. Hodgson and Rosa M. Hodgson, being sole owners of Arabian Acres Subdivision, do hereby authorize, establish and create the following Protective Covenants, which shall apply to all lots, blocks and parcels and parts of lots as shown on the recorded plat of the above subdivision except Lot 10 of Arabian Acres Subdivision, Benton County, Arkansas.

I.

COVENANTS

- A. Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one single-family dwelling not to exceed two and one-half stories in height, one storage building, and one detached garage building if garage is not attached to house.
- B. Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot having less than 1,500 square feet of living area for a one-story dwelling, nor less than 1,150 square feet on the main floor for a dwelling of more than one story, and the combined enclosed living area exclusive of porches and garages of either a one story or two story dwelling shall not be less than 1,900 square feet.
- C. Building Location: No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any are shown thereon. No building shall be located nearer than 25 feet to the front lot line nor nearer than 10 feet to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- D. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown, and over the front five feet of each lot.
- F. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No horses, cows, chickens or other farm animals may be kept on the premises, and no breeding of

pets for sale may be carried on within this addition. No pets shall be allowed to run loose in the neighborhood. No signs of any nature may be placed on the premises once the dwelling has been occupied. No travel trailer, camper, travel bus, boat, boat trailer, or inoperative car or truck shall be kept on any lot for more than two days unless it shall be enclosed or screened from sight. Only umbrella type clotheslines shall be allowed.

- F. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer shall be kept on any lot for more than two days except for use as a construction office during the construction of a residence.
- G. Sight Distance at Intersections: No fence, well, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

II.

GENERAL PROVISIONS

- A. Term: 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 25 years from the date these covenants are recorded, after which time said covenants will be automatically extended for successive periods of 10 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.
- B. Enforcement: Enforcement shall be by proceedings at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- C. Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the hands and seals of Jack A. Sharp, Jr. and Marie Sharp, Paul R. Hodgson and Rosa M. Hodgson, this \_\_\_\_\_ day of July, 1977.

OWNERS:

Jack A. Sharp, Jr.  
 JACK A. SHARP, JR.

Marie Sharp  
 MARIE SHARP

Paul R. Hodgson  
 PAUL R. HODGSON

Rosa M. Hodgson  
 ROSA M. HODGSON

STATE OF *Oklahoma* )  
COUNTY OF *LeFlore* ) ss.

On the *21<sup>st</sup>* day of July, 1977, before me, a Notary Public duly commissioned, qualified and acting within and for the County and State aforesaid, appeared Jack A. Sharp, Jr., Marie Sharp, Paul R. Hodgson and Rosa M. Hodgson, to me personally known, and stated that they being authorized to do so had executed the foregoing instrument and that they had so signed, executed and delivered the same for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this *21<sup>st</sup>* day of July, 1977.

*James Z. Almond*  
NOTARY PUBLIC

My Commission Expires:  
**AUG 26 1980**

