

## RESTRICTIVE COVENANT AGREEMENT

Now on this 8th day of July, 1977, we the undersigned, being all the owners of the following described real property situated in Benton County, Arkansas, to wit:

Plentywood Farms West, Unit 2, a subdivision located in part of the Northeast Quarter of the Northwest Quarter and in part of the Northwest Quarter of the Northeast Quarter all in Section 8, Township 20 North, Range 30 West in Benton County, Arkansas.

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 interests as owners of said lots, do hereby covenant and agree with one assigned, conveyed or otherwise transferred, except subject to the hereinafter stated restrictive provisions, nor shall said lots except in compliance and conformity with the following provisions to wit:

I. COVENANTS

A. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling.

B. DWELLING SIZE: No dwelling shall be permitted which does not have an area of 1650 square feet, including garage and carport.

C. BUILDING LOCATION: No dwelling to be erected on any lot nearer than 35 feet to the front lot line or nearer than 15 feet to side lot line.

D. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved on all lots as noted on the recorded plat.

E. NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.

F. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be as a residence, either temporarily

FILED FOR RECORD

At 2:45 O'Clock P. M.

NOV 23 1977

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

Rogers Land Co. Box 278, Rogers

or permanently.

G. INOPERATIVE VEHICLES: No inoperative vehicles except a travel trailer or motor home shall be permitted to remain on any lot or lots or on the street in front of any lot or lots for a period in excess of thirty days.

H. ANIMALS AND LIVESTOCK: No animals or livestock of any kind shall be raised, bred or kept on any lot or lots, except that dogs, cats or other household pets and 4-H type animals, except poultry and swine, may be kept provided they are not kept, bred or maintained for any commercial purpose and that they do not become a nuisance to the surrounding neighborhood.

I. FENCES: No fence shall be located closer to the street than the building set back line. Any fence paralleling any street or roadway and closer than 35 feet to said street or roadway shall be constructed of materials normally used in residential type fencing.

II. GENERAL PROVISIONS

A. TERMS: These covenants shall run with the land and shall be binding on all parties, their heirs and assigns 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 five (5) years; unless, during any time within six (6) months before the expiration date of any period, an instrument signed by a majority of the then owners of the lots has been recorded with the registrar of deeds, agreeing to terminate or amend 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.

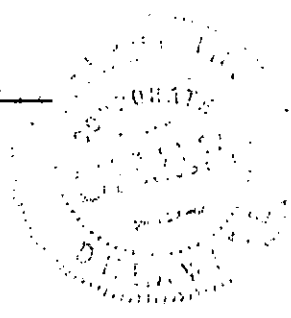
C. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESSETH our hand and seals this 8th day of July, 1977.

ATTEST:

Kemp A. Moore  
Secretary

Malton Inc.  
President



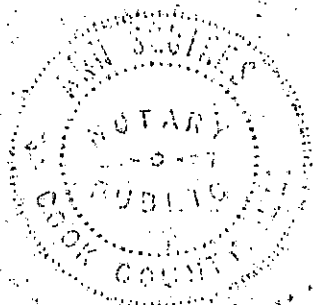
ACKNOWLEDGEMENT

State of Illinois     )  
                          )  
County of Cook        )

On this day, before me personally appeared Howard W. Alton, Jr. and Kevil H. Mason, to me personally well known, who acknowledged that they were the President and Secretary of MALTON INC., a corporation, and that they as such officers, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officer.

WITNESS my hand and official seal this 8th day of July, 1977.

*Ann Squires*  
Notary Public



Return to: Popper Law Co., Box 278, Piquette Ave. 72756