

OCT 18 1985

PROTECTIVE COVENANTS
FOR
APPLE RIDGE PHASE I SUBDIVISION

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

The undersigned, the owners of all lots and blocks in Apple Ridge Phase I Subdivision to the City of Bentonville, Arkansas, hereby establish and create the following protective covenants which shall apply to all said lots as shown on the recorded plat of the said subdivision:

1. SINGLE FAMILY RESIDENTIAL LAND USE AND BUILDING TYPE. The lots shall be held, owned and used only for single-family residential building sites. No structure shall be erected, altered, placed or permitted to remain on any single-family or residential building site other than a single, detached, single-family dwelling, which shall not exceed two and one-half stories in height, a private garage or carport for at least one car, swimming pools and other outbuildings incidental and related to residential use of premises.
2. BUILDING LIMITATIONS. No single-family residence shall be constructed on said lots of less than 850 square feet of living space, said space excluding porches, garages, patios, decks and other attachments to the dwelling.
3. YARD SPACE RESTRICTIONS. No single-family residential building shall be located nearer than 25 feet to the front property line nor nearer than 7 feet to the side property line, nor nearer than 25 feet to the rear property line, nor nearer than 25 feet from a side street line. Should any building set-back line shown upon the plat of Blocks 1 and 2 vary from the set-back requirements required herein, the building set-back lines shown upon the said plat as filed shall control those stated herein.
4. FENCES. Fencing of front yards is prohibited; however, lot owners may fence the back yards.
5. OFF-STREET PARKING. All vehicles of the respective lot owners shall be parked in the garage or driveway of the respective lots, and parking on the streets defined in the plat shall be prohibited.
6. SIGNS. No signs, either permanent or temporary, of any kind, shall be placed or erected on any property, except that a single sign not more than five square feet in size may be permitted upon property to advertise the same for sale or rent.
7. TEMPORARY STRUCTURES. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This restriction does not prohibit the storing of recreational vehicles on the lots. Nothing contained herein shall prohibit Northwest Builders, Inc., from erecting a temporary field office on any of the lots, which field office to be removed upon completion of all construction in the subdivision.

BARRY PARSLEY, 702 N. WALTON BLVD, B'VILLE

8. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations or shafts be permitted upon or at any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained or permitted upon any building site.

9. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised or kept on any residential building site except that dogs, cats or other household pets, may be kept, provided that they are not kept or maintained for any commercial purposes.

10. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No trees, incinerator structures, building, pavement or similar improvements shall be grown, built or maintained within the area of the utility easements.

11. NUISANCES. 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.

12. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub which obstructs sight lines at intersections in the subdivision shall be permitted.

13. INOPERATIVE VEHICLES. No vehicle, bus, tractor, or other vehicle or other conveyance or rig, other than a lawn grass apparatus, shall be left inoperative on any platted lot for a period of more than 14 days.

14. VIOLATIONS. In the event of any violation or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any lots in this subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, and either to prevent him or them from so doing and/or to recover damages for such violations.

15. AMENDMENTS. It is further provided that these covenants and restrictions may be amended at any time provided that said amendment or amendments are set forth in an instrument properly executed by all parties having any right, title or interest in the lots or said subdivision and properly recorded with the registrar of deeds.

16. SEVERABILITY. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

EXECUTED THIS 4th DAY OF October, 1985.

NORTHWEST BUILDERS, INC.

BY Barry L. Parsley
BARRY L. PARSLEY, PRESIDENT



Mary L. Parsley
MARY L. PARSLEY, SECRETARY

ACKNOWLEDGMENT

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STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

On this 4th day of October, 1985, before me, a Notary Public, duly commissioned and acting, within and for the state and County aforesaid, personally appeared BARRY L. PARSLEY and MARY L. PARSLEY, who acknowledged that they were the President and Secretary of NORTHWEST BUILDERS, INC., an Arkansas corporation, and that they, as such President and Secretary, being authorized to do so, executed the foregoing Protective Covenants for Apple Ridge Phase I Subdivision for the purposes therein contained, by signing their names as the President and Secretary of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as such Notary Public this 4th day of October, 1985.



Harold W. DeHose
NOTARY PUBLIC

My commission Expires:

4-1-92