

PROTECTIVE COVENANTS

FILED FOR RECORD

At 129 O'clock P M

OF

JAN 25 1988

Lots 1-15

SUE HODGESClerk and Recorder
BENTON COUNTY, ARK

BROOKHAVEN ADDITION

An Addition to Bentonville, Benton, County, Arkansas

KNOW ALL MEN BY THESE PRESENTS:

ERC Properties, Inc., owner of the following described property lying and being situated within Bentonville, Benton County, Arkansas:

Block 1 Legal Description:

Part of the S 1/2 of the SW 1/4 of the SE 1/4, Section 29, Township 20 North, Range 30 West, further described as commencing at the SW corner of the said S 1/2 of the SW 1/4 of the SE 1/4; Thence North 275.0 Feet; Thence East 355.0 feet to the point of beginning; Thence South 275.0 feet; Thence East 655.0 feet; Thence North 275.0 feet; Thence West 655.0 feet to the point of beginning containing 4.14 acres more or less. Subject to the R/W of Arkansas Highway No. 72 across the South side.

1. All lots in BROOKHAVEN ADDITION shall be used for residential purposes or used as so deemed by the zoning ordinance of the City of BENTONVILLE, BENTON County, Arkansas.
2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines nor shall any fence be erected or placed on any lot nearer to the street than the "front" of the main residential building.
3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage in the easements or which may obstruct or retard the flow of water, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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5. No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

6. No structure or vehicle such as a trailer, basement, tent, shack, garage, barn, camper, mobile home or other outbuilding shall be used on any lot at any time as a residence temporarily or permanently.

7. All signs are prohibited in areas zoned upon any recorded subdivision plat as residential except:

(a) Signs erected by the City of BENTONVILLE, or developer for identification of streets, traffic control and directional purposes;

(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 6 square feet in area;

(c) Signs erected by the builder/developer advertising the name and entrance of the said properties. The developer is to maintain this sign until said properties are all sold;

(d) Signs erected by the builder/developer advertising the showing of a model home or show house. At the time this house is sold all signs shall be removed.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept and maintained provided that they are not kept, bred or maintained for any commercial purposes. Household pets shall be maintained in a clean and sanitary situation and shall not be noxious or a nuisance to the surrounding owners.

9. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall not be kept except in approved sanitary containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be kept in a clean and sanitary condition. No garbage or trash containers are to be kept in view of the street unless it is to be picked up that day.

10. All automobiles and other motorized vehicles in the said subdivision must be state licensed, state inspected and in running order at all times. All vehicles are to be parked at all times in a designated parking area, i. e., garage or driveway, and are not to be parked at any time on the yard.

11. No antenna, aerial, or other device shall be permitted on any structure where some form of TV cable is available, including pay satellite furnished by others. Where TV cable or pay satellite is not available, the owner is permitted one (1) antenna which will be allowed for the sole purpose of reception of television broadcast only, and such antenna shall be raised to a height necessary for the TV reception in the area. No CB, ham radio, satellite dish, or other antennas will be permitted at all.

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12. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadway shall be placed or be permitted to remain on any corner lot within the triangular area formed by the street property line and the line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines attended. The same site line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

13. In the event that any lots are sold and no structure is immediately erected, the owner or owners of such lot or lots shall keep said property mowed and in a sanitary condition at all times.

14. No boats, motorhomes, utility trailers and any other non everyday vehicle will be allowed on the lot. Motorcycles may be kept on the property but must be stored in the garage when not in use.

15. Lots can be re-subdivided for the purpose of creating additional building lots for single family residences, unless such building sites shall meet the requirements for the City of BENTONVILLE, Arkansas.

16. Each resident will be allowed to have a storage building if they so desire as long as the design of the building is conducive with the surrounding structures; is placed only behind their residence and not at the side or front of the property; is kept in a neat and clean manner; does not create a nuisance to the surrounding property owners; and is approved by the builder/developer prior to placing on the property.

17. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration herein be made until the plans and specifications showing the nature, size, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the builder/developer. In the event said builder/developer fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. After 90% of the total platted lots in the complete BROOKHAVEN ADDITION have been sold to a second party from the builder/developer, and thereafter, changes as listed above in the paragraph do not have to be approved by the builder/developer.

18. These covenants shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of 3 years from the date this instrument is recorded, after which time said covenants shall be automatically extended for successive periods of one year unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants. Violators shall be subject either to restraint or to an action for damages as may be allowed by law.

20. 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.

Executed this 21 day of January, 1988.

OWNER:

ERC PROPERTIES, INC.

BY: Rod Coleman
Rod Coleman, President

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF CRAWFORD

On this 21 day of January, 1987, personally appeared before me, a notary public, in and for the County and State aforesaid, Rod Coleman, President of ERC Properties, Inc., who acknowledged he is the owner and builder/developer of BROOKHAVEN ADDITION, and who executed the foregoing instrument for the purposes therein contained by signing his name as owner and builder/developer of BROOKHAVEN ADDITION.

In witness whereof I hereunto set my hand and seal.

Carlson B. Anthony
Notary Public

My Commission Expires: 11-15-92



Re

REC'D 11-15-92

FILED FOR RECORD

PROTECTIVE COVENANTS

At 1:20 P.M. O'clock

DEC 18 1989

OF

SUE HODGES

LOTS 1-23

Clerk and Recorder
BENTON COUNTY, ARK

BROOKHAVEN SUBDIVISION BLOCK 2

An Addition to Bentonville, Benton, County, Arkansas

KNOW ALL MEN BY THESE PRESENTS:

ERC Properties, Inc., owner of the following described property lying and being situated within Bentonville, Benton County, Arkansas:

SURVEY DESCRIPTION

A PART OF THE S1/2, SW1/4, SE1/4 OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, DESCRIBED AS:

FROM A SET IRON PIN MARKING THE NW CORNER OF SAID S1/2, SW1/4, SE1/4 RUN S00°00'01"E, 114.82 FEET TO A SET IRON PIN MARKING THE SW CORNER OF PHASE 1, WOODBRIAR SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 76; THENCE S89°58'12"E, 41.09 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE INTERSECTION OF THE PHYSICAL RIGHT-OF-WAY LINE DESCRIBED IN AN EASEMENT DEED TO THE CITY OF BENTONVILLE RECORDED IN DEED BOOK 673 PAGE 39 SAID INTERSECTION POINT BEING THE POINT OF BEGINNING AT A SET IRON PIN; THENCE S89°58'12"E, 768.74 FEET ALONG THE SOUTH LINE OF SAID WOODBRIAR SUBDIVISION TO THE SE CORNER OF LOT 9; THENCE N00°09'46"W, 5.05 FEET AS SHOWN ON THE REPLAT OF LOTS 9 AND 10 AND ABANDONED STREET RIGHT-OF-WAY, PHASE I WOODBRIAR SUBDIVISION AS RECORDED IN PLAT BOOK 14 PAGE 179; THENCE S89°59'32"E, 200.08 FEET ALONG THE AFORESAID SOUTH LINE OF WOODBRIAR SUBDIVISION; THENCE S00°00'52"W, 264.98 FEET TO A FOUND IRON PIN MARKING THE NE CORNER OF THE REPLAT OF BLOCK 1 BROOKHAVEN SUBDIVISION AS RECORDED IN PLAT BOOK 11 PAGE 258; THENCE WEST 655.19 FEET TO A FOUND IRON PIN AT THE NW CORNER THEREOF; THENCE S00°00'08"W, 10.00 FEET TO A SET IRON PIN ON THE WEST LINE OF SAID BROOKHAVEN SUBDIVISION; THENCE N89°59'44"W, 273.80 FEET TO A SET IRON PIN AT THE AFORESAID PHYSICAL RIGHT-OF-WAY LINE; THENCE N05°10'00"W, 40.39 FEET ALONG SAID PHYSICAL RIGHT-OF-WAY LINE TO A RIGHT-OF-WAY MONUMENT; THENCE N08°55'12"W, 232.93 FEET ALONG SAID PHYSICAL RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING CONTAINING 5.75 ACRES MORE OR LESS.

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*File in the Arkansas
County Clerk's Office
11/18/89*

BOOK 717

5. No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
6. No structure or vehicle such as a trailer, basement, tent, shack, garage, barn, camper, mobile home or other outbuilding shall be used on any lot at any time as a residence temporarily or permanently.
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10. All automobiles and other motorized vehicles in the said subdivision must be state licensed, state inspected and in running order at all times. All vehicles are to be parked at all times in a designated parking area, i. e., garage or driveway, and are not to be parked at any time on the yard.
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18. These covenants shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of 3 years from the date this instrument is recorded, after which time said covenants shall be automatically extended for successive periods of one year unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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20. 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.

Executed this 4th day of December, 1989.

OWNER:

ERC PROPERTIES, INC.

BY: Rod Coleman
Rod Coleman, President

ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF CRAWFORD

On this 4 day of December, 19 89, personally appeared before me, a notary public, in and for the County and State aforesaid, Rod Coleman, President of ERC Properties, Inc., who acknowledged he is the owner and builder/developer of BROOKHAVEN SUBDIVISION, and who executed the foregoing instrument for the purposes therein contained by signing his name as owner and builder/developer of BROOKHAVEN SUBDIVISION.

In witness whereof I hereunto set my hand and seal.

Charles B. Anthony
Notary Public

My Commission Expires 11-15-92