

BILL OF ASSURANCES AND PROTECTIVE COVENANTS

FOR

90 28457

# Majestic Acres

PART OF LOTS 10, 11, & 14 of R.L. HAYES SUBDIVISION OF THE  
N  $\frac{1}{2}$  OF SW  $\frac{1}{4}$  & 22 ACRES OFF OF NORTH SIDE OF THES  $\frac{1}{2}$  OF  
SW  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 19 N, RANGE 30 W

KNOW ALL MEN BY THESE PRESENTS:

That Majestic Development Company, Ltd., a subdivider and owner of all the lots in MAJESTIC ACRES SUBDIVISION, a subdivision in the county of Benton, city of Rogers, state of Arkansas, does hereby enter into the following restrictive covenants and bill of assurances with reference to buildings to be constructed upon the lots of said subdivision, as per plat of said subdivision on file in the office of the circuit clerk and ex-officio recorder of Benton County, Arkansas.

1. All lots in said subdivision shall be used exclusively for residential purposes, and no dwelling shall be erected or constructed on any lot or lots in said subdivision other than a detached single family home.
2. No single family home shall be erected on any lot or lots in said subdivision having less than seven hundred and fifty (750) square feet living area, exclusive of porches, carports, or garages.
3. No single family home shall be erected on any lot or lots or portion thereof in said subdivision which lot or lots or portion thereof have a minimum width of less than fifty (50) feet at the minimum setback line nor shall any single family home be erected on any lot or lots or portion thereof having a surface area of less than five thousand (5,000) square feet.
4. No more than one family unit may dwell or occupy in any single family home at any one time.
5. All setback lines for all homes constructed on the lots of said subdivision shall be in accordance with the local building codes and regulations of the City of Rogers, Arkansas, or as reflected by the plat of said subdivision, whichever setback lines are controlling.
6. No fence shall be erected in front of any single family home in the said subdivision.
7. No out buildings shall be erected or placed upon any of said lots of said subdivision unless same are constructed of new materials in such a fashion and manner that they will be aesthetically pleasing and shall not detract from the general continuity of the development of the surrounding neighborhood.
8. No inoperative boats, vehicles, or machines or apparatus of any nature shall be permitted to remain upon any lot or lots of said subdivision or upon any street in front of any lot or lots in said subdivision or upon any driveway in any lot or lots in said subdivision for a period of time in excess of five (5) days.
9. All private drives on said lot or lots of said subdivision connecting said lot or lots with the public streets shall be of hard surface material and construction.

*Mangold, Buttram, & Assoc.*  
P.O. Box 353  
Rogers, Ark 72756

FILED FOR RECORD  
AUG 20 1990  
AUG 31 1990  
SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK

49190

10. No owner of any lot or lots within said subdivision shall allow garbage or other debris to accumulate on the property, but shall dispose of the same at regular intervals without in any manner allowing same to become a nuisance in the neighborhood.
11. No obnoxious or offensive activities shall be carried on upon lot or lots within said subdivision, nor shall anything be done on any such lot or lots which may be or may become a nuisance to the neighborhood.
12. The exterior of all single family homes constructed said lot or lots in said subdivision shall be of a construction nature and quality as might be approved by the City of Rogers, Arkansas.
13. No structure of a temporary character, trailer, tent, shack, barn, or other outbuilding shall be permitted to be maintained on any lot or lots in said subdivision at any time, regardless of the purpose of the utilization of said structure.
14. 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 may be kept as household pets provided that they are not kept, bred, or maintained for commercial purposes and further provided that they do not become a nuisance to the surrounding neighborhood nor permitted to run at large.
15. These covenants and restrictions are to run with the land as restrictive covenants and restrictions and shall be binding upon upon all the present owners of said lots, their heirs and assigns, and all subsequent vendees of said lots for a period of thirty five (35) years after the date of the recordation of this bill of assurances and protective covenants. After the expiration hereof, a majority of the lot owners to either maintain, add, modify, or amend the existing bill of assurances and protective covenants as said lot owners deem fit. If and in the event it is desired to amend, modify, or otherwise alter the existing bill of assurances and protective covenants, it shall be condition precedent prior to the recordation of same that the approval of the City of Rogers, Arkansas be obtained.
16. If the parties herein or any subsequent vendee, their heirs, or assigns, or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants and restrictions are in full force and effect, it shall be lawful for any person or persons owning any interest in any lot or lots in said subdivision to have jurisdictional standing to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him, her, or them, as the case may be, from so doing or to recover damages or other penalties for such violations as such might be authorized by law. Any party, vendee, heir, or assign who shall violate or attempt to violate any of the covenants or restrictions herein, shall fully and completely indemnify any person having lawful standing to prevent them from wrongful actions, the scope of such indemnification including their court costs, expenses and attorney's fees actually incurred.
17. Invalidation of any one of these assurances, covenants, or restrictions by judgement or court order shall in no way affect or invalidate any of the remaining assurances, covenants, or restrictions herein contained and set forth.

WITNESS WHEREOF, MAJESTIC DEVELOPMENT COMPANY, LTD., ON THIS  
 30th DAY OF August, 1990.

MAJESTIC DEVELOPMENT CO., LTD.

BY: 

