

200

PROTECTIVE COVENANTS
FOR
PINE RIDGE ESTATES ADDITION

LOCATION: Located in part of Section 7, Township 19 North, Range 28 West in Benton County, Arkansas.

THE UNDERSIGNED, BEACON REALTY, INC., BEING THE OWNER OF ALL OF PINE RIDGE ESTATES ADDITION, DO HEREBY ESTABLISH AND CREATE THE FOLLOWING PROTECTIVE COVENANTS WHICH SHALL APPLY TO ALL LOTS, BLOCKS, PARCELS AND PARTS OF LOTS AND BLOCKS AS SHOWN ON THE RECORDED PLAT OF THE SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF 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 one detached single family dwelling not to exceed two and one-half stories in height and a private garage or carport for not more than three cars.

B. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost less than that indicated according to block number below. Said costs as set forth below shall be based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

1. BLOCKS ONE (1) and TWO (2):

No dwelling shall be permitted on any lot within blocks 1 or 2 at a cost of less than \$20,000.00.

2. BLOCK THREE (3):

No dwelling shall be permitted on any lot within block 3 at a cost of less than \$14,000.00.

3. BLOCK FOUR (4)

No dwelling shall be permitted on any lot within block 4 at a cost of less than \$18,000.00.

C. BUILDING LOCATION: No building shall be located nearer than 20 feet to the owners front property line nor nearer than 7 feet to the owners side lot lines.

D. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any less area than a complete lot as shown on the recorded plat.

E. EASEMENTS: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown, and over the front 10 feet of each lot. Within these easements, no structure, planting, or other material shall be placed which may damage or interfere, retard or change the direction of flow or drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained by the owner of the lot, except those improvements for which a public utility or authority is responsible.

F. 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. No animal or livestock of any kind shall be raised, bred, or kept within the addition, except dogs and cats, or household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

G. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected or used on any lot, at any time, as a residence either temporarily or permanently.

FILED FOR RECORD
At 4:45 O'clock P. M.

JUN 28 1967

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

John A. Rife

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 hands and seals this 26 day of June, 1967.



BEACON REALTY, INC.

By: Charles G. Banks
President

Keith L. Dowell
Secretary

ACKNOWLEDGMENT

State of Arkansas)
) SS
County of Benton)

On this day, before me personally appeared Charles G. Banks and Keith L. Dowell to me personally well known, who acknowledged that they were the President and Secretary of Beacon Realty, 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 26 day of June, 1967.

Frank W. Smith
Notary Public

My commission expires March 11, 1969

