

600# 538 PAGE 244

FILED FOR RECORD

At 1:15 O'clock P.M.

FEB 14 1979

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

BILL OF ASSURANCES AND PROTECTIVE COVENANTS
OF
PIONEER WOODS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of a certain tract of land lying and situation in Gentry, Benton County, Arkansas, known as Pioneer Woods Subdivision, particularly described as follows:

A part of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, Township 18 North, Range 33 West, more particularly described as beginning at the Northwest Corner of the said ten acre tract, running thence south 330 feet, thence N 89°43'E 893.6 feet, thence N 25°49'45" E 367.51 feet, thence S 89°43' W 1053.72 feet to the point of beginning.

WHEREAS, said owners have caused said property to be platted and intends to sell lots and building sites thereon subject to certain protective restrictions, conditions, limitations, reservations, covenants, and assurances hereinafter referred to as "Protective Covenants" in order to insure the best and most beneficial development of said area exclusively as a residential subdivision, and to prevent any use thereof as might tend to diminish the value or pleasureable enjoyment thereof.

NOW, THEREFORE, said owners hereby declare that said Protective Covenants are hereby imposed on all of said subdivision and are as follows, to-wit:

1. All lots in the platted tract shall be known, used and designated as residential lots, home occupations being specifically prohibited, and no lot located herein may be further subdivided, but each lot shall remain and be used only as one family residence property. No structure shall be erected, altered, or placed, or permitted to remain on any lot other than one detached building for, garage, storage, hobbies, etc. in addition to the family dwelling.

Herbert Holcomb
548 Gray
Fayetteville, Ark

2. No building shall be erected, placed, or altered on any lot in this subdivision unless the same meets the following minimum standards: the one outbuilding shall be no nearer than ten (10) feet from any side lot line or twenty (20) feet from any rear lot line twenty-five (25) feet from any street or roadway, and shall be to the rear of the residence. The one dwelling shall be of new construction and contain at least one-thousand two hundred feet (1,200) of ground floor living space for a single level dwelling. Any multiple or split-level dwelling shall contain at least one-thousand two hundred (1,200) square feet of living space and nine hundred sixty (960) square feet of lot area. The one dwelling shall be no nearer than ten (10) feet from any side lot line, twenty (20) feet from a rear lot boundary, or twenty-five (25) feet from any front or side street line, or other roadway.

3. No building shall be erected, placed or altered on any lot in this subdivision as a outbuildings of more than one level and said building shall cover no more than seven hundred eight (780) feet of lot area excluding roof overhang.

4. No trailers, mobile homes, modular homes, tents, shacks, or other out-buildings shall be erected, altered, placed or permitted to remain on any lot, as a residence, either temporarily or permanently. No prefabricated home or home moved from another location shall be erected, placed or permitted on any lot as a residence.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said sub-division. Within these easements, no structure, planting or other material shall be place or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of such lot shall be maintained continuously by the owner of the lot, except for that

maintenance for which a public authority or utility company is responsible.

6. No hard surface driveway or any other construction except fencing, subbery, etc. shall be placed or erected within the boundaries of any platted utility easement, required by the utility companies. All utilities shall be of underground type construction with the exception of the overhead feeder pole line adjacent to along south boundary of said platted lots 1 through 8 of Block 1.

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

8. No lot shall be used or maintained as a dumping ground for rubbish, trash, salvage or inoperable automobiles. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition at all times.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

10. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

11. 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.

IN WITNESS WHEREOF, the said Herbert G. Holcomb and Henrietta K. Holcomb have set their hand on this 14 day of February, 1979.

Herbert G. Holcomb
Herbert G. Holcomb

Henrietta K. Holcomb
Henrietta K. Holcomb

STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF ~~HEMPHIS~~)
) Washington

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, HERBERT G. HOLCOMB and HENRIETTA K. HOLCOMB, who stated that they had executed the same for the uses, consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 14 day of February, 1979.

Linda Carmack
Notary Public

My Commission Expires:
5-1-79