

At 10:00 O'clock A.M.

AUG 13 1980

PROTECTIVE COVENANTS  
FOR  
QUAIL MEADOWS

JOSEPHINE R. HEYLAND

Clerk and Recorder

LOCATION: <sup>BENTON COUNTY, ARK.</sup> A part of the NE $\frac{1}{4}$ , and a part of the E $\frac{1}{2}$ , NW $\frac{1}{2}$  of  
Section 27, Township 19 North, Range 29 West,  
Benton County, Arkansas:

THE UNDERSIGNED BEING ALL THE OWNERS OF QUAIL MEADOWS, 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.

1. COVENANTS

A. LAND USE AND BUILDING TYPE: No lot shall be used except  
for residential purposes. No residence shall be erected, alter-  
ed, placed or permitted to remain on any lot other than one  
detached single family dwelling not to exceed three stories in  
height and a private garage or carport for not more than three  
cars.

B. DWELLING SIZE AND QUALITY: The ground floor area of  
the main structure, exclusive of one story open porches and  
garages, shall not be less than 1,200 square feet in a one  
story dwelling, nor less than 1,000 square feet for a dwelling  
of more than one story, basement excluded. This shall not  
apply to Lot 13 which has an existing structure of 1,000  
square feet.

C. BUILDING LOCATION: No building shall be located on any  
lot nearer to the property lines than the minimum building set  
back lines as noted on the recorded plat.

D. EASEMENTS: Easements for installation and maintenance  
of utilities and drainage facilities are reserved on all lots  
as noted on the recorded plat.

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

F. TEMPORARY STRUCTURES: No structure of a temporary  
character, trailer, basement, tent, shack, garage, barn or  
other outbuilding shall be used as a residence, either  
temporarily or permanently.

G. INOPERATIVE VEHICLES: No inoperative vehicle except  
a travel trailer or motor home shall be permitted to remain on  
any lot or lots or on the street in front of any lot or lots  
for a period in excess of thirty days.

H. ANIMALS AND LIVESTOCK: 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 and 4-H type animals,  
except poultry and swine, may be kept, provided they are not  
kept, bred or maintained for any commercial purpose and that  
they do not become a nuisance to the surrounding neighborhood.

I. FENCES: No fence shall be located closer to the street  
than the building set back line. Any fence paralleling any  
street or roadway and closer than fifty feet to said street  
or roadway shall be constructed of materials normally used in  
residential type fencing.

2. 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 persona 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 12 day of ~~July~~<sup>Aug.</sup>, 1980.

[Signature]  
Shirley Dennis  
[Signature]  
[Signature]

CAMPGROUNDS LIMITED,  
An Arkansas Limited Partnership

BY [Signature]  
CHARLES G. BANKS

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
                          ) ss  
COUNTY OF BENTON )

On this day personally appeared before me, the undersigned Notary Public, W. Lucinda Flynt, whose names appear in the above document and state to me that they had signed the same for the purposes and considerations therein set forth.

DATED this 13<sup>th</sup> day of ~~July~~<sup>Aug.</sup>, 1980.

W. Lucinda Flynt  
Notary Public

My commission expires:

2/22/84

