

407
Waco Spr 0400007 Ben Accommodaters Inc. (Hardenbergh)

AGREEMENT FOR RESTRICTIVE COVENANTS

This Agreement made and entered into this 20th day of February, 2004 by the undersigned persons, hereinafter referred to as "Owners";

WITNESSETH:

WHEREAS, Renaissance Subdivision, hereinafter sometimes referred to as "Development," is situate in Bentonville, Arkansas and Owners own Lots 1 and 2, respectively, in the Development; and

WHEREAS, a home known as a "Cottage Home" has been placed upon Lot 1; and

WHEREAS, said Cottage Home has been constructed in such a manner on Lot 1 as to make additional yard desirable; and

WHEREAS, the side yard of Lot 2 is appropriate and adequate to provide additional yard for the Cottage Home; and

WHEREAS, the Owners desire to subject and burden their lots and the improvements thereon with certain additional restrictions;

NOW, THEREFORE, in consideration of the mutual agreement contained herein by the Owners, the Owners hereby agree as follows:

1. SIDE YARD EASEMENT- Lot 2 of Development shall be conveyed subject to one side yard easement, which easement shall be for the benefit of the Cottage Home and Lot 1. Said side yard easement shall be the width of the distance from the south side yard property line of Lot 1 and thence north to the foundation of the adjacent home on Lot 2, as built. The Owner of Lot 1 covenants and agrees that, within six (6) months from the date hereof, such Owner shall cause a privacy fence to be constructed from the southeast corner of the Cottage Home which shall extend south to the wall of the home constructed on Lot 2. Said privacy fence, when constructed, shall constitute the east boundary of the side yard easement and the west boundary of the side yard easement shall be the west property line of Lot 2. The following rules prescribe the terms, conditions and uses of said easement, both by the Owner of Lot 1 and the Owner of Lot 2.

- (a) The home on Lot 2 shall be constructed and maintained so as to have no openings, doors or windows, on the ground floor on the side where it is subject to the side yard easement unless they are in front of the privacy wall so as not to look into the side yard easement area, and any windows on the second floor of the side which is subject to the side yard easement shall be translucent but not transparent.

- (b) Except as otherwise provided in this document, Lot 1 shall have the use of the surface of the easement area for the sole and only purpose of a yard and shall maintain the yard and landscaping within said easement. No landscaping shall touch the Home on Lot 2, without the expressed written consent of the Owner of Lot 2.
- (c) The Owner of Lot 2 shall have the right at all reasonable times to enter upon the easement area for normal residential maintenance.
- (d) The Owner of Lot 2 shall have the right of surface drainage over, along and upon the easement area for water resulting from the normal use of Lot 2, and Lot 1 shall not use the easement area in such a manner as will interfere with such drainage.
- (e) The Owner of Lot 1 shall not attach any object to the side of the adjacent Home on Lot 2, except the privacy fence. No structure shall be constructed or placed upon the side yard easement by either the Owner of the Lot 1 and Lot 2, except the Owner of the Lot 1 may construct a patio or a deck on, over, and across said side yard easement so long as it does not attach to or touch the wall of the Home on Lot 2. Any patio or decks located on said side yard easement shall be subject to any utility easements and utility lines located along or within said side yard easement and the right to maintenance by Lot 2, and the Owner of the Lot 1 shall bear the expense and cost of the removal and/or replacement and repair of any such patios and decks caused by the need to maintain said utility easement or utility lines or the adjacent Home on Lot 2.
- (f) The Owner of Lot 1, as a condition to the exercise of the right of access provided for, shall indemnify and hold harmless the Owner of Lot 2 from damage to the Home on Lot 2 caused by such Owner's use of the side yard easement.

2. EASEMENTS: Owners hereby agree that their lots shall be burdened with and subject to the easement described in this document, which shall run with the land.

3. NONCONFORMING USE: Owners hereby agree that to the extent any improvements on Owners' lots violate any provision in the plat of Development or a provision in any general Bill of Assurances or Restrictive Covenants for the Development as they relate to size, location of improvements, set back or side yard requirements, either as they currently exist prior to this Agreement or as they exist after this Agreement, the Owners hereby, nevertheless, agree that such nonconformance is acceptable and permitted and no party hereto, their successors or assigns, shall have the right to object to such nonconformance.

4. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and assigns.

Provided, that nothing contained herein shall preclude other owners of lots in the Development from adopting this Agreement in the future or from subjecting their lots to the restrictions and burdens created by this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

PARK HOUSE PROPERTIES, LLC

By: Victor Milt member/manager
Owner of Lot: _____

PARK HOUSE PROPERTIES, LLC

By: Victor Milt member/manager
Owner of Lot: 2

STATE OF ARKANSAS)
COUNTY OF Washington)ss.)

On this the 20th day of February, 2004, before me, the undersigned Member, personally appeared Victor Milt who acknowledged himself to be a Member of Park House Properties, LLC, a limited liability company, and that as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Member.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
4-21-12

[Signature]
Notary Public

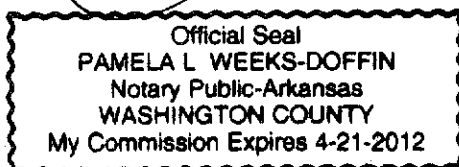
STATE OF ARKANSAS)
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My Commission Expires:
4-21-12


Notary Public



2004 8039
Recorded in the Above
Deed Book & Page
03-01-2004 03:10:26 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

Benton County, AR
I certify this instrument was filed on
03-01-2004 03:10:26 PM
and recorded in Deed Book
2004 at pages 8036 - 8039
Brenda DeShields-Circuit Clerk