

3.00
FILED FOR RECORD

At 12:00 O'Clock P.M.

BOOK 354 PAGE 473

JAN 2 1963

RESTRICTIVE COVENANT AGREEMENT

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

Now on this 21st day of MAY, 1962, we the under-
signed, being all of the owners of the following described real
property situate in Benton County, Arkansas, to wit:

Roberts & Musteen Sub-Division to the City of Rogers,
Arkansas, being a part of the Southeast Quarter (SE $\frac{1}{4}$)
of the Southeast Quarter (SE $\frac{1}{4}$) of Section 18, Township
19 North of Range 29 West.

For the purpose of maintaining fair and adequate property
values in said Lots and of continuing the same as a desirable res-
idential part of the City of Rogers, Arkansas, in consideration of
our mutual interests as owners of said Lots, do hereby covenant &
agree with one another that none of the above specified Lots shall
be sold, mortgaged, assigned, conveyed or otherwise transferred,
except subject to the hereinafter stated restrictive provisions,
nor shall said Lots be used for any purpose or any structure be
erected thereon except in compliance and conformity with the fol-
lowing restrictive provisions, which are as follows, to wit:

1. 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 for not more than two cars.

2. DWELLING COST, QUALITY AND SIZE: No dwelling shall be
permitted on any lot at a cost of less than \$10,000.00 based upon
cost levels prevailing on the date these covenants are recorded,
it being the intention and purpose of the covenants 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 at the minimum cost stat-
ed herein for the minimum permitted dwelling size. The ground
floor area of the main structure, exclusive of one-story open por-
ches and garages, shall be not less than 850 square feet for a one
story dwelling, nor less than 850 square feet for a dwelling of
more than one story.

3. BUILDING LOCATION: No building shall be located on any
lot nearer to the front lot line or nearer to the side street line
than the minimum building set-back lines required by City Ordina-
nces. In any event no building shall be located on any lot near-
er than 30 feet to the front lot line, or nearer than 25 feet to
any side street line.

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4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 9000 square feet.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear ten feet of each lot. Within these easements, no structure, planting or other material shall be placed 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 each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. 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.

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

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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 thirty years from the date these covenants are recorded, after which time said covenants shall automatically extend for success-

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ive period of 10 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.

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

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have this 21st day of May, 1962, affixed their hands and seals hereunto as owners and prior lienholders to evidence this agreement and consent to subordination of any existing lien to said covenants.

W. Ralph Zeltner
W. RALPH ZELTNER

Betty J. Zeltner
BETTY J. ZELTNER

Harold Roberts
HAROLD ROBERTS

Loretta Roberts
LORETTA ROBERTS

FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION, Rogers,
Arkansas

BY: *J. O. [Signature]*

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

Now on this 21st day of May, 1962, personally appeared before me the undersigned Notary Public for the county & state aforesaid W. RALPH ZELTNER & BETTY J. ZELTNER, HAROLD ROBERTS & LORETTA ROBERTS, who stated that they had executed the foregoing for the consideration and purposes therein set forth.

WITNESS MY HAND AND SEAL IN ACKNOWLEDGEMENT THEREOF this 21st day of May, 1962.

My Commission Expires:
22 Aug 1964

Walter W. Davidson
WALTER W. DAVIDSON, NOTARY PUBLIC



CANCELLATION AND TERMINATION OF RESTRICTIVE COVENANTS

We, the undersigned, being present owners of certain lots in Roberts and Musteen Subdivision to the City of Rogers, Benton County, Arkansas, hereby agree for all the Restrictive Covenants appearing of record in Deed Record 354 at Page 473 of the Official Records of Benton County, Arkansas, pertaining to said Subdivision, to be cancelled and terminated.

WITNESS our hands this 10th day of June, 1992.

<u>Lela Gatewood</u>	<u>Miriam Callison</u>
<u>Vernon Hall</u>	<u>Linda Hall</u>
<u>Aoyonne Tridell</u>	<u>Wendell Tisdale</u>
<u>Beth Brockway</u>	<u>Bernie Mulkie by Carolyn Clark</u>
<u>A.P.H.</u>	<u>Donna St</u>
<u>Dorothy Turner</u>	<u>Ken Turner</u>
<u>Ronald Snider</u>	<u>Joy Lindon</u>
<u>Debbie Wright</u>	<u>Gale Felley</u>
<u>Judith Ann Edwards</u>	<u>Melissa Kilsey</u>
<u>Ray Huskey</u>	<u>Margie Huskey</u>
<u>Gale King</u>	<u>Debbie King</u>
<u>Vernon E Pittman</u>	<u>Catherine Pittman</u>
<u>Kay Hayes</u>	<u>Richard Hayes</u>
<u>Dorlene Colley</u>	<u>J.W. Colley</u>
	<u>Jim King</u>
	<u>Sam King</u>

ACKNOWLEDGMENT

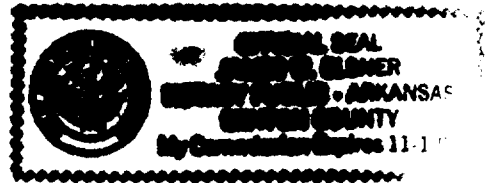
STATE OF ARKANSAS)
) ss. 752-86-9689
 COUNTY OF BENTON)

On this 11 day of June, 1992, appeared before the undersigned notary public for the County and State aforesaid, _____

who acknowledged that they had executed the foregoing for the purposes

FILED FOR RECORD
 11:50 AM Book A M
 JUN 11 1992
 SHERIFF JODGES
 County Recorder
 BENTON COUNTY, ARK.

705 E Sumner
 Rogers AR 72756



therein set forth.

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

James C. Elmer
Notary Public

My Commission Expires:

11/1/95

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

On this ____ day of June, 1992, appeared before the undersigned notary public for the County and State aforesaid _____

who acknowledged that they had executed the foregoing for the purposes therein set forth.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

On this ____ day of June, 1992, appeared before the undersigned notary public for the County and State aforesaid _____

who acknowledged that they had executed the foregoing for the purposes therein set forth.

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

Notary Public

My Commission Expires:
