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FILED FOR RECORD
At 4 O'Clock P M.

BOOK 386 PAGE 183

JAN 12 1967

BILL OF ASSURANCES AND PROTECTIVE COVENANTS
FOR SUNRISE MANOR SUBDIVISION OF
BENTON COUNTY, ARKANSAS

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

Know all men by these presents:

That Beaver Land and Development Corporation, an Arkansas corporation, being the owner of all the lots and blocks of Sunrise Manor Subdivision of Benton County, Arkansas, does hereby enter the following covenants which shall apply to all lots and blocks of said subdivision, and which subdivision is situate in Benton County, Arkansas, and described as follows, to-wit:

A tract of land in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 11, T-18-N, R-29-W, more particularly described as follows: From the Northeast corner NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 11, T-18-N, R-29-W, proceed South 330.0 feet; thence West 50.0 feet to the point of beginning; thence South 11° 20' West, 186.0 feet; thence South 34° 26' West, 718.0 feet; thence North 55° 34' West, 200.0 feet; thence North 34° 26' East, 718.0 feet; thence North 72.50 feet; thence East 200.0 feet to the point of beginning and containing 3.85 acres, more or less, all in Benton County, Arkansas.

1. No lots in said subdivision shall be used except for residential purposes.
2. No building shall be erected, altered, placed or permitted to remain upon any building site in said subdivision other than one detached, single family dwelling not to exceed two stories in height and no building shall be moved onto any lot or lots in said subdivision from another location. Trailer homes, mobile homes and trailer houses are specifically prohibited.
3. No dwelling shall be permitted on any building site in said subdivision which costs less than \$11,000.00, excluding cost of lot, based upon cost levels prevailing on the date these covenants are recorded; it being the intent and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded.
4. The ground floor area of the main structure of any dwelling placed on any lot or lots of said subdivision, exclusive of open porches, garages and carports, shall be not less than 1200 square feet for one story dwellings and not less than 1000 square feet on the ground floor for a dwelling of more than one story.
5. No dwelling shall be located on any lot or lots in said subdivision nearer than 8 feet to any side lot lines. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of any dwelling to extend or encroach beyond the owner's lot lines.
6. No dwelling shall be erected or placed on any lot, lots, or building site having a width of less than 60 feet at the minimum setback line which shall be not less than 35 feet from the front property line for the purpose of this covenant; also no dwelling shall be placed on any lot, lots or building site having an area of less than 15,000 square feet.
7. No noxious or offensive activity shall be carried on upon any lot or lots of said subdivision nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, basement, tent, shack, barn or other outbuildings, shall be erected on any lot or lots of said subdivision nor shall any temporary structure be used for human habitation.
9. No sign of any kind shall be placed or displayed to the public on any lot or lots of said subdivision except one sign of not more than twelve square feet in area, displayed for the purpose of advertising the property during the construction and sale period.

10. No animals, livestock or poultry of any kind shall be raised or kept on any lot or lots in said subdivision, except that dogs, cats or other household pets may be kept, provided that they are not kept or maintained for any commercial purpose, and provided that they do not become a nuisance to the neighborhood.

11. These covenants are to run with the land and shall be binding on all subsequent owners thereof, subject to being amended, modified, extended or changed as hereinafter set forth.

12. These covenants may be amended, modified, extended or changed by a written instrument executed and acknowledged by the owner or owners of over fifty percent in area of the land in said subdivision, which said amendments, modifications or changes to be binding from the date that said instrument is duly filed for record in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

13. Any owner of property in said subdivision aggrieved by the violation of any of the covenants herein contained, may have enforcement by proceeding at law or in equity against any person or persons violating or attempting to violate any of said covenants, and may bring an action to restrain violation thereof, or an action to recover damages accruing to said aggrieved person by reason of the violation of any of said covenants.

14. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any fo the other provisions herein contained.

IN WITNESS WHEREOF, Beaver Land and Development Corporation, has caused these presents to be signed by its duly elected President, attested to by its duly elected Secretary, and its corporate seal affixed hereto, in accordance with the authority vested in said officers by the Charter, By-laws and resolutions of said corporation, this 11 day of Jan, 1967.



BEAVER LAND AND DEVELOPMENT CORPORATION

by Joe Robinson President

Attest:

Robert R. Robinson Secretary

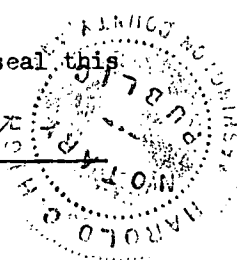
STATE OF ARKANSAS)
 ss.
COUNTY OF WASHINGTON)

ACKNOWLEDGMENT-

On this 11th day of Jan, 1967, before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State appeared in person the within named Joe Robinson and Robert R. Robinson, to me personally known, who stated that they were the President and Secretary of the Beaver Land and Development Corporation, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of Jan, 1967.

Harold C. Thigpen
Notary Public



My commission expires: Jan 15, 1967

Returned to:
Beaver Land + Dev. Corp.

225

BOOK 391 PAGE 301
FILED FOR RECORD
At 8:30 O'Clock A.M.

SEP 13 1967

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

AMENDMENT TO
BILL OF ASSURANCES AND PROTECTIVE COVENANTS
FOR SUNRISE MANOR SUBDIVISION OF
BENTON COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That Beaver Land & Development Corporation, an Arkansas corporation, and First National Bank, Springdale, Arkansas, being the owners of over 50% in area of the land in the Sunrise Manor Subdivision of Benton County, Arkansas, do hereby amend the Bill of Assurances and Restrictive Covenants applying to all lots in said Subdivision and which Subdivision is more particularly described as follows, to-wit:


A tract of land in the Northeast Quarter of the Southwest Quarter, Section 11, Township 18 North, Range 29 West, more particularly described as follows: From the Northeast corner of Northeast Quarter of Southwest Quarter, Section 11, Township 18 North, Range 29 West, proceed South 330.0 feet; thence West 50.0 feet to the point of beginning; thence South 11° 20' West 186.0 feet; thence South 34° 26' West 718.0 feet; thence North 55° 34' West 200.0 feet; thence North 34° 26' East 718.0 feet; thence North 72.50 feet; thence East 200.0 feet to the point of beginning and containing 3.85 acres, more or less, all in Benton County, Arkansas. The above described tract being also described as Sunrise Manor Subdivision of Benton County, Arkansas, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

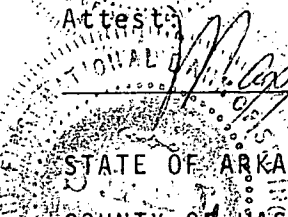
1. Paragraph No. 6 of the Bill of Assurances and Protective Covenants for Sunrise Manor Subdivision of Benton County, Arkansas, as previously recorded in Deed Record 386 at Page 183 is hereby amended to read as follows:

"6. No dwelling shall be erected or placed on any lot, lots, or building site in said Subdivision having a width of less than 60 feet at the front property line and no dwelling shall be placed on any lot, lots or building site having an area of less than 15,000 square feet."

All restrictions and provisions of the original Bill of Assurances and protective covenants of said Subdivision not herein specifically amended shall remain in full force and effect.

IN WITNESS WHEREOF, Beaver Land & Development Corporation and First National Bank of Springdale, Arkansas, has caused these presents to be signed by their respective duly authorized officers and their corporate seals affixed hereto in accordance with the authority vested in said officers by the Charter, by-laws and resolutions of said corporations, this 11 day of Sept, 1967.

Attest:

Robert R. Robinson
Its Secretary

Attest:

Robert M. [Signature]
Secretary

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) ss.

On this 12th day of September, 1967, before the undersigned, a

BEAVER LAND & DEVELOPMENT CORPORATION
BY: Joe Robinson
Its President

FIRST NATIONAL BANK
By: Robert M. [Signature]
Its President

ACKNOWLEDGMENT

notary public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Joe Robinson and Robert R. Robinson, to me personally known, who stated that they were the President and Secretary of Beaver Land & Development Corporation, a corporation, and Robert Moore and Max Sample, to me personally known, who stated that they were the President and Secretary of the First National Bank, Springdale, Arkansas, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporations, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of September, 1967.

Donna Bailey
Notary Public

My Commission expires:
September 15, 1968

FILED FOR RECORD
At 9:30 O'Clock A. M.

JUL 24 1968

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

AMENDMENT TO BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR
SUNRISE MANOR SUBDIVISION OF
BENTON COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That Beaver Land and Development Corporation, an Arkansas corporation, being the owner of over fifty percent in area of the lands in Sunrise Manor Subdivision, pursuant to Paragraph #12 of the original Bill of Assurances and Protective Covenants for said Subdivision filed in Book 386 at Page 183 of the Deed Records of Benton County, Arkansas, does hereby amend said Bill of Assurances and Protective Covenants relating to the following described lands situate in Benton County, Arkansas, to-wit:

A tract of land in the Northeast Quarter, Southwest Quarter, Section 11, Township 18 North, Range 29 West, more particularly described as follows: From the Northeast corner, Northeast Quarter, Southwest Quarter, Section 11, Township 18 North, Range 29 West, proceed South 330.0 feet; thence West 50.0 feet to the point of beginning; thence South 11° 20' West, 186.0 feet; thence South 34° 26' West, 718.0 feet; thence North 55° 34' West, 200.0 feet; thence North 34° 26' East, 718.0 feet; thence North 72.50 feet; thence East 200.0 feet to the point of beginning and containing 3.85 acres, more or less, all in Benton County, Arkansas.

1. Said original Bill of Assurances and Protective Covenants are amended to permit erection and use of a utility or storage building at the rear of each lot of said Subdivision, provided that no such utility or storage building shall be more than 300 square feet in area, and that same shall not be used as a residence, and that same shall be constructed in such a manner as to not detract from the general appearance of the surrounding neighborhood.

2. That said original Bill of Assurances and Protective Covenants for said Subdivision are further amended to permit the storage on any of said lots of any travel or camper trailer; provided, however, that same shall not be used as a dwelling while being so stored upon any of said lots in said Subdivision.

3. All provisions of said Bill of Assurances and Protective Covenants for said Subdivision not herein previously amended, to remain in full force and effect.

IN WITNESS WHEREOF, Beaver Land and Development Corporation, has caused these presents to be signed by its duly elected President, attested to by its duly elected Secretary, and its corporate seal affixed hereto, in accordance with the authority vested in said officers by the Charter, By-laws and resolutions of said corporation, this _____ day of July, 1968.

BEAVER LAND AND DEVELOPMENT CORPORATION

By Joe Robinson
President

Attest:


Robert R. Robinson
Secretary

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) ss.

ACKNOWLEDGMENT

On this 16 day of July, 1968, before the undersigned, Notary Public, duly commissioned, qualified and acting, within and for the said County and State appeared in person the within named Joe Robinson and Robert R. Robinson, to me personally known, who stated that they were the President and Secretary of the Beaver Land and Development Corporation, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

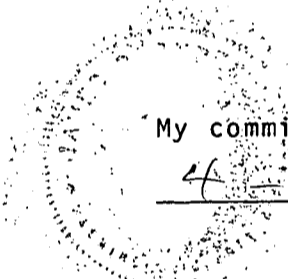
IN WITNESS WHEREOF, I have hereunto set my hand this 16 day of July, 1968.



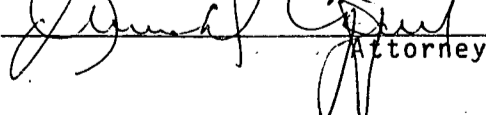
Notary Public

My commission expires:

4-1-69



This instrument prepared in the offices of Crouch, Blair and Cypert, Attorneys at Law, Springdale, Arkansas.

By 

Attorney

Beaver Land + Dev Corp Both Spu...
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