

RESTRICTIVE COVENANT AGREEMENT

496 PAGE 191

Now on this 23rd day of January, 1976, we the undersigned, being all the owners of the following described real property situated in Little Flock, Arkansas, To-Wit:

West Brush Creek Addition, a subdivision of part of the Southeast Quarter of the Northwest Quarter and in part of the Southwest Quarter of the Northeast Quarter all in Section 24, Township 20 North, Range 30 West in Benton County, Arkansas.

For the purpose of maintaining fair and adequate property values in said lots and of continuing the same as desirable residential subdivision, on consideration of our mutual interests as owners of said lots, do hereby covenant and agree with one another that none of the said lots shall be sold, mortgaged, assigned, conveyed or other wise transferred, except subject to the hereinafter stated restrictive provisions, nor shall said lots be used for any purpose for any structure be erected thereon except in compliance and conformity with the following provisions to-wit:

- 1.) DWELLING TYPE AND QUALITY -- No dwelling shall be erected except one detached single family dwelling and private garage of new construction.
- 2.) DWELLING SIZE -- No dwelling shall be permitted which does not have area of 1850 square feet, including garage and carport.
- 3.) BUILDING LOCATION -- No dwelling to be erected on any lot nearer than 30 feet to the front lot line or nearer than 15 feet to side lot lines and 25 feet to the rear line.
- 4.) LOT WIDTH -- According to the Arkansas State Health Department approval of waste disposal, not more than one dwelling shall be erected on any platted lot.
- 5.) UTILITY EASEMENTS -- The front ten feet of all lots shall be used by water, gas, electric, and telephone companies to construct and maintain services.
- 6.) NUISANCES -- No noxious or offensive activity shall be carried on upon any lot, nor shall anything of commercial nature be done, nor anything be done thereon which might become an annoyance or nuisance to the neighborhood.
- 7.) TEMPORARY STRUCTURES -- No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be occupied on any lot at any time as a residence either temporarily or permanently.
- 8.) AFTER the construction of a new home begins, it must be completed within one (1) years time of starting date.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from date these covenants are recorded, after which time said covenants shall automatically extend for periods of ten (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.

FILED FOR RECORD

At 9:10 O'Clock 19 M.

MAR 3 1975

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

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 judgements or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have this 23rd day of January, 1976, affixed their hands and seals hereunto as owners.

Howard W. Alton, Jr.
HOWARD W. ALTON, JR.

Marietta V. Alton
MARIETTA V. ALTON

D. J. MARTURANA & CO., INC.

BY [Signature]
PRESIDENT

[Signature]
SECRETARY

(Corporate Seal)



ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF Benton

Now on this 23rd day of January, 1976, personally appeared before me the undersigned Notary Public for the County and State aforesaid Howard Alton, Jr. and Marietta V. Alton, who state that they had executed the foregoing for the purposes set forth.

WITNESS my hand and seal in acknowledgement thereof this 23rd day of January, 1976.

My Commission Expires 4-1-77

[Signature]
NOTARY PUBLIC

ACKNOWLEDGEMENT
CORPORATE

STATE OF ARKANSAS
COUNTY OF Benton

On this day, before me personally appeared D.J. Marturana and Genadina Marturana to me personally known, who acknowledged that they were the President and Secretary of D. J. Marturana & Co., Inc., a corporation, and that they, as such officers, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

WITNESS my hand and official seal this 23rd day of January, 1976.

My Commission Expires 4-1-77

[Signature]
NOTARY PUBLIC