

**BILL OF ASSURANCES AND PROTECTIVE COVENANTS  
FOR GREAT MEADOWS - BETHEL HEIGHTS,  
ARKANSAS**

2006 32169

Recorded in the Above

Deed Book & Page

06-27-2006 03:44:51 PM

Brenda DeShields-Circuit Clerk  
Benton County, AR

**Know all men by these presents:**

This declaration of covenants of assurance is by and between the parties hereto on this 20<sup>th</sup> day of January 2006

**Witnesseth:**

Whereas, we the undersigned constitute one hundred percent ownership of the following described real property situated in Benton County, Arkansas, to-wit:

**SURVEY DESCRIPTION- TRACT 1**

PART OF THE NW/4 OF THE SW/4 OF SECTION 19, TOWNSHIP 18 NORTH, RANGE 29 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF THE SAID NW/4 OF THE SW/4, THENCE N 2°20'15" E 384.04 FEET ALONG THE WEST LINE OF SAID NW/4 OF THE SW/4, THENCE S 88°11'24" E 1252.77 FEET, THENCE S 2°40'04" W 348.07 FEET ALONG THE EAST LINE OF SAID NW/4 OF THE SW/4 TO THE SE CORNER OF SAID NW/4 OF THE SW/4 THENCE N 88°11'23" W 1250.77 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES AND SUBJECT TO THE RIGHT-OF-WAY OF N. JEFFERSON STREET ALONG THE WEST SIDE OF THE PROPERTY AND SUBJECT TO ANY OTHER EASEMENTS OF RECORD.

**SURVEY DESCRIPTION- TRACT 2**

PART OF THE NW/4 OF THE SW/4 OF SECTION 19, TOWNSHIP 18 NORTH, RANGE 29 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID NW/4 OF THE SW/4, THENCE N 02°20'15" E 348.04 FEET ALONG THE WEST LINE OF SAID NW/4 OF THE SW/4 TO THE POINT OF BEGINNING, THENCE N 02°20'15" E 347.34 FEET ALONG THE WEST LINE SAID NW/4 OF THE SW/4 THENCE S 88°11'23" E 1254.78 FEET, THENCE S 02°40'04" W 347.36 FEET, THENCE N 88°11'24" W 1252.77 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES AND SUBJECT TO THE RIGHT-OF-WAY OF N. JEFFERSON STREET ALONG THE WEST SIDE OF THE PROPERTY AND SUBJECT TO ANY OTHER EASEMENTS OF RECORD.

**ARTICLE 1**

Book/Pg: 2006/32169

Term/Cashier: CIRCUIT-L9HWGG / dbrandon

Tran: 4326.127663.357473

Recorded: 06-27-2006 15:45:01

DFE Deed

20.00

REC Recording Fee

0.00

MSC Miscellaneous

2.00

Total Fees: \$ 22.00

## DEFINITIONS

The following terms as used in this declaration of covenants of assurance are defined as follows:

- A. "Declaration" means this declaration of assurance of Great meadows Subdivision.
- B. "Property" means Great Meadows Subdivision as the same may be shown on the maps thereof recorded.
- C. "Lot" means any numbered lot designated on the plat or plats of the property.
- D. "Plat" means the map of plats of Great Meadows Subdivision as they are recorded.
- E. "Improvements" means all buildings, street, road, driveways, fences, retaining and other types of walls, hedges, poles, satellite dishes, antenna, and any other structure of any kind or type.
- F. "Owner" shall mean and refer to the record owner.

## ARTICLE II

### RESTRICTIONS

1. **USAGE:** The property shall be used only for single-family residential purposes.
2. **FENCES:** All property lines in front (toward the street\_ of the main dwelling structure shall be kept free and open and no fences, hedges or walls shall be permitted thereon. No chain link fencing shall be site proof.
3. **NUISANCES:** No noxious or offensive activities or nuisances shall be permitted on any lot or parcel.
4. **SIGNS:** No person shall erect or maintain upon any lot or improvement any sign or advertisement, except that of signs listing the premises for sale may be displayed, as permitted by applicable sign ordinances and regulations.
5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot; nor be kept, bred, or maintained for any commercial purposes; except that dogs, cats, or other household pets may be kept, provided that they not become a nuisance to the adjoining lot owners.
6. **GARBAGE AND REUSE DISPOSAL:** No owner shall accumulate on his lot litter, refuse or garbage, except in approved receptacles, furthermore, all lots must

be maintained in a neat manner without the accumulation of debris or unsightly growth of grass or weeds.

7. **LIMITED ACCESS:** There shall be no access to any lot on the perimeter of the property except from designated street or road within the property.

8. **DRILLING AND MINING:** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any lot.

9. **STORAGE:** Owners shall store all of their property or possessions within their unit or storage out building as referenced in restriction number twelve.

10. **PARKING ON THE STREET:** No vehicles may be parked over night on the street of this subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their families and guests. No semi-trailer trucks or commercial vehicles shall be allowed to park in said subdivision, either on the street or on privately owned lots.

11. **RESUBDIVISION OF LOTS:** No lot should be subdivided or replatted.

12. **STRUCTURES OTHER THAN DWELLINGS:** No trailer, mobile home, tent, shack, metal building or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. No outbuilding shall be constructed on any lot or lots in said subdivision which shall exceed 200 square feet in area or 14 feet in height and such buildings shall be fully enclosed and constructed so as not to detract from the generally appearance of the neighborhood and must be located in the rear yard. No communication mast, tower, or structure may be installed on any lot unless it shall be constructed behind the dwelling in the rear yard of any lot, with the uppermost point of any such equipment to be not more than two feet above the highest point of the roof of the dwelling. Any satellite dishes shall be placed behind the dwelling in the rear yard inside and within the building setback lines for the rear and side yard. No structure of a temporary character, trailer, mobile home, tent, shack, barn or other outbuilding shall be erected or used or allowed to exist on any lot at any time as a residence, either temporarily or permanently.

13. **VEHICLES AND BOATS:** Recreational and camping vehicles and boats may be stored and parked on the lots. However, these vehicles and boats shall be located behind the house, or fence, or in or behind the garage, or otherwise screened so that they are not readily visible from the street or adjoining lots. No inoperative or junk motor vehicles or other vehicles shall be permitted to remain upon any lot or lots for a period in excess of ten days. Screening walls and fences must be constructed of brick, stone, or decorative wood.

14. **MINIMUM SQUARE FOOTAGE:** No dwelling structure shall be constructed upon any lot within the subdivision of less than 1200 square feet of heated living

area, exclusive of garage, porch, and storage area. Dwellings shall not exceed two stories in height. All dwellings and structures located on the lots in said subdivision shall be located in conformity with the setback requirements of the City of Bethel Heights, Arkansas, ordinances and in accordance and conformity with the setback lines shown on the recorded plat.

15. GARAGES, DRIVES, AND SIDEWALKS: No dwellings shall be build on any lot unless it has at least a two car attached enclosed garage. Garages may not be converted into living quarters. No carport shall be permitted in the subdivision. All private drives on said lot or lots connected said lot or lots with the public streets shall be of concrete construction with a minimum width of 16 feet. Sidewalks are to be installed in accordance with the City of Bethel Heights specifications, by individual lot owners no later than the time the driveway for the lot is constructed. Sidewalks are to be constructed 4 feet from the back of the curb to allow a 4 foot wide green space for mail boxes.

16. EXTERIOR OF DWELLINGS: The exterior of all dwellings erected on said lots in said subdivision shall be of masonry veneer or stucco construction to the extent that the exterior of said dwelling is at least fifty percent (50%) masonry veneer or stucco, excluding windows and doors. Exterior brick or stucco will be required on all sides of dwellings to a minimum elevation of 6' above finished floor elevations. No exposed concrete foundation blocks will be allowed.

17. COVENANTS TO RUN WITH THE LAND: These covenants and restrictions are to run with the land and shall be binding on all the parties, their heirs and assigns, for a period of 30 years from the date these covenants are recorded; provided, however, that the covenants and restrictions may be amended at any time by at least seventy five percent of the total property owners in such addition, such amendments shall be made in writing, drafted so as to be recorded with the registrar of deeds. Provided, further, that after the expiration of the 30 year period set forth above, and any time within 6 months from said expiration, the majority of the lot owners may express their intention, in writing, so dratted as to be recorded with the registrar of deeds, that they no longer care for these covenants, and the same shall then be terminated. In the even that no action is taken within the prescribed time, these covenants shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that these protected covenants may be amended after the expiration of the time periods as set forth in this paragraph, either by adding to or taking from said protected covenants in their present form, providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the lot owners of said subdivision and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

18. VIOLATIONS: If the parties herein or any of them or their heirs or assigns or any other person shall violate or attempt to violate any of the covenants or

