

5/27/76

496 PAGE 316

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

RESTRICTIVE AND PROTECTIVE COVENANTS
FOR
BENTONVILLE GARDENS SUBDIVISION
BENTONVILLE, ARKANSAS

MAR 24 1976
JOSEPHINE R. HEYLAND
Clark and Recorder
BENTON COUNTY, ARK.

We, the undersigned, William E. Erwin and Mary E. Erwin, husband and wife; and Carl Merchant and LaDonna Merchant, husband and wife; and Ross A. Rodden and Vera Rodden, husband and wife; being the legal owners of all lots located in Bentonville Gardens Subdivision, Bentonville, Arkansas. and as shown on the recorded plat of said subdivision in Plat Record S at Page 46 of the records of Benton County, Arkansas, hereby make the following declarations as to the limitations, restrictions and use to which the lots constituting such subdivision may be put, and hereby specify that such declaration shall constitute covenants to run with all of the lots as provided by law, and shall be binding upon all parties and all persons claiming under them and for the benefit and limitations on all future owners in such subdivision; this declaration of covenants and restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein.

COVENANTS

- I. No more than one single family residential dwelling shall be constructed on any lot.
- II. All dwellings shall be constructed of quality materials and workmanship shall meet professional standards.
- III. No dwelling shall have more than two stories. The first floor area of the main structure, exclusive of one story porches and garages on Lots 1 through 6 in Block 2 and Lots 7 through 12 in Block 1, located on the street Garden Place shall be not less than 1,400 square feet. The first floor area of the main structure, exclusive of one story porches and garages for Lots 1 through 6 in Block 1 located on the street Garden Trail, shall be not less than 1,200 square feet.
- IV. Each dwelling is to have a private two-car garage or carport for not less than two cars and shall have a minimum width driveway of not less than 16 feet and same shall be constructed of hot mix or as good or better material.
- V. No lot shall be subdivided into smaller parcels than shown on the recorded plat, however, this shall not prohibit the subdividing of

William E. Erwin
1406 Sunset Dr.
Roz.

several lots where the final length and widths of the lot lines are equal to or greater than the minimum lot line width and length as shown on the original recorded plat.

VI. One unattached, one story outbuilding for use of tools, hobbies or miscellaneous storage is permitted on any lot in the subdivision. Such building may be constructed of wood, masonry, or prefab steel, not to exceed 600 square feet in usable floor space. Such building will be fully enclosed, including doors, windows, etc., and shall be located at least 20 feet in back of the dwelling foundation. Further, such building shall conform to the aesthetic design of the dwelling and shall be constructed to give a suitable, pleasing appearance.

VII. Grass, weeds, and tree sprouts shall be kept cut at least twice a year. Upon owner's failure to do so, the developer or other property owners may cut same and shall be entitled to charge a reasonable fee for the service.

VIII. No dwelling or any part thereof shall be erected or maintained on any lot nearer than 30 feet from the front property line or nearer than 25 feet from the back property line. No dwelling shall be erected or maintained closer than seven feet to the side property line as shown on the plat, except that cornices, spoutings, chimneys and purely ornamental projections may extend four feet nearer to the setback lines.

IX. No buildings or other permanent structures shall be erected or maintained on any part of any area indicated as "Easement" as shown by the plat of this subdivision.

An easement is hereby granted to all legally authorized public utility companies to locate, construct, erect and maintain or cause to be located, constructed, erected, and maintained within the areas marked "Easement" on the plat, sewer and other pipe lines, conduits, poles, and wires, and any other method of conducting or performing any public or quasi-public utility or function, including walkways, above or beneath the surface of the ground, with the right of ingress and egress for the purpose of repair or maintenance.

X. No outside toilet or privy shall be erected or maintained on any of the lots located in Bentonville Gardens Subdivision. All sanitary plumbing shall conform with minimum requirements as set out and promogated by City, County, or State regulatory agencies. Septic tanks installed

shall be constructed in accordance with requirements of City, County, State, and Federal health authorities.

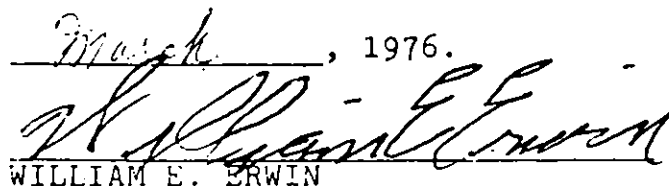
XI. The owner or owners of any of the above lands shall have the right to sue for and obtain any injunctions, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages, and failure of the owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed to be a waiver of the right to do so thereafter.

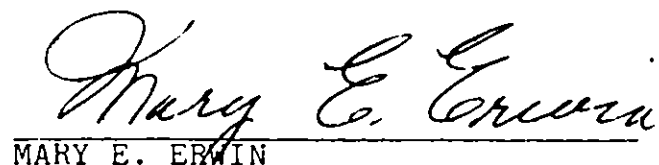
XII. The covenants and restrictions herein set forth shall run with the land and bind the owners, their successors and assigns; and all parties claiming by, through, or under them shall be taken to hold, agree and covenant with the owners, their successors and assigns, and with each of them, to conform to and observe said covenants and restrictions as to the use of said lots and the construction of improvements thereon; but no restrictions herein set forth shall be personally binding on any corporation, person or persons, excepting in respect to breaches committed during its, his, or their ownership of the title to said land.

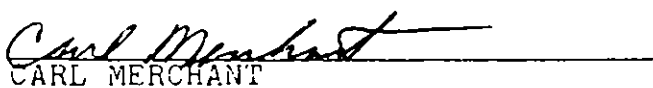
XIII. All the covenants and restrictions herein set forth shall continue and be binding upon owners, their successors and assigns for a period of twenty-five (25) years from the date hereof, and shall automatically be extended thereafter for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change of said covenants in whole or in part.

XIV. The invalidation of any of the covenants, agreements, conditions, and provisions herein, by judgment, order, or decree, of any court of competent jurisdiction, shall in no wise affect any of the other covenants, agreements, conditions, and provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this 23rd day of


March, 1976.

WILLIAM E. ERWIN


MARY E. ERWIN


CARL MERCHANT


LADONNA MERCHANT


ROSS A. RODDEN


VERA RODDEN

