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PROTECTIVE COVENANTS

EVERGREEN SUBDIVISION
LOWELL, ARKANSAS

FILED FOR RECORD
At 3:45 O'clock P.M.

OCT 20 1995

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

An addition to Lowell, Benton County, Arkansas covering the following described property situated in Benton County, Arkansas to-wit:

Part of the NW1/4 of the SE1/4 of Section 1, Township 18 North, Range 30 West of the Fifth Principal Meridian, Benton County, Arkansas and being more particularly described as follows:

Beginning at the NW Corner of the above said NW1/4, SE1/4 of Section 1; Thence S88°46'52"E along the North Line of the above said NW1/4 of the SE1/4 of Section 1, 655.23 Feet; Thence S00°05'21"E 582.81 Feet; Thence N90°00'00"W 655.98 Feet to the West Line of the above said NW1/4 of the SE1/4 of Section 1; Thence N00°00'00"E, along the above said West Line, 596.75 Feet to the Point of Beginning and containing 386,615 square feet or 8.88 Acres More or Less. Subject to any easements of record.

KNOW ALL MEN BY THESE PRESENTS, that Shearin Country Estates, a Partnership, as owner and developer of all lots in Evergreen Subdivision, City of Lowell, Arkansas, hereby enters the following restrictive covenants with respect to said subdivision, hereby make the following declaration as to limitations, restrictions and uses to which the lots constituting said addition may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified:

1. All lots in Evergreen Subdivision, shall be used for residential purposes only. Any dwelling house construction upon any lot shall have at least 1300 square feet of heated area excluding porches, garages and breezeways.
2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines nor shall any fence be erected or placed on any lot nearer to the street than the "front" of the main residential building.
3. 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 setback line shown on the recorded plat.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or

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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 or drainage in the easements or which may obstruct or retard the flow of water, 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.

5. No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

6. No structure or vehicle such as a trailer, basement, tent, shack, garage, barn, camper, mobile home or other outbuilding shall be used on any lot at any time as a residence temporarily or permanently.

7. All signs are prohibited in areas zoned upon any recorded subdivision plat as residential except;

(A) Signs erected by the City of Lowell or developer for identification of streets, traffic control and directional purposes;

(B) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 6 square feet in area;

(C) Signs erected by the developer advertising the name and entrance of the said properties. The developer is to maintain this sign until said properties are all sold.

8. 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 and maintained provided that they are not kept, bred or maintained for any commercial purposes. Household pets shall be maintained in a clean and sanitary situation and shall not be noxious or a nuisance to the surrounding owners.

9. Home occupations as defined by the Lowell City Code shall be prohibited.

10. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall not be kept except in approved sanitary containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be kept in a clean and sanitary condition. No garbage or trash containers are to be kept in view of the street unless it is to be picked up that day.

11. All automobiles and other motorized vehicles in the said subdivision must be state licensed, state inspected and in running order at all times. All vehicles are to be parked at all times in a designated parking area, i.e., garage or driveway, and are not to be parked at any time on the yard.

12. No antenna, aerial, or other device shall be permitted on any structure where some

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form of TV cable is available, including pay satellite furnished by others. Where TV cable or pay satellite is not available, the owner is permitted one (1) antenna which will be allowed for the sole purpose of reception of television broadcast only, and such antenna shall be raised to a height necessary for the TV reception in the area. No CB, ham radio, satellite dish, or other antennas shall be permitted.

13. In the event that any lots are sold and no structure is immediately erected, the owner or owners of such lot or lots shall keep said property mowed and in a sanitary condition at all times.

14. Each resident will be allowed to have a storage building if they so desire as long as the design of the building is conducive with the surrounding structures; is placed only behind their residence and not at the side or front of the property; is kept in a neat and clean manner; does not create a nuisance to the surrounding property owners.

15. A minimum of 25% of the exterior walls of a residence shall have brick or stone covering on the outside walls of the structure. There will be no exposed concrete block foundations on any residential structure.

16. These covenants shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date this instrument is recorded, after which time said covenants shall be automatically extended for successive periods of one year unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants. Violators shall be subject either to restraint or to an action for damages as may be allowed by law.

18. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

19. In the event a home on any lot in said subdivision is destroyed by fire or otherwise destroyed, the owner of said lot shall raze the structure and clean off the lot or start to rebuild the house within 120 days from the time the home was destroyed.

20. Each home constructed in this subdivision shall have a 2 car enclosed garage and paved driveway from street to structure.

Executed this 20 day of OCT, 1995.

