

PLAT, BILL OF ASSURANCE

AND

PROTECTIVE COVENANTS

FILED FOR RECORD
At 1 O'Clock P M.

PANORAMA, INCORPORATED

To

SEP 8 1961

The Public

SHERMAN KINYON
Clerk and Recorder
BENTON COUNTY ARK.

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, PANORAMA, INCORPORATED, an Arkansas corporation, hereinafter referred to as "Allotters", are the owner of the following described land in Benton County, Arkansas, to-wit:

Beginning at the SE. Cor., NE $\frac{1}{4}$, NE $\frac{1}{4}$,
Section 10, T-18-N, R-29-W, of the 5th
Principle Meridian;

Thence South, 38.7'; Thence S-77°-31'-
W, 93.0'; Thence S-82°-55'-W, 91.6';
Thence S-69°-05'-W, 276.7'; Thence
S-54°-37'-W, 108.0'; Thence S-36°50'W,
105.7'; Thence N-78°-20'-W, 98.2';
Thence N-31°34'-W, 133.1'; Thence
N-51°-17'W, 234.2'; Thence N-68°53'-W,
139.5'; Thence N-54°-45'W, 112.2';
Thence N-48°-55'-W, 99.9'; Thence
N-45°-15'W, 68.5'; Thence N-39°-53'-W,
132.2'; Thence N-35°-14'-W, 82.9';
Thence N-36°-38'W, 148.6'; Thence
N-10°-35'-W, 49.0'; Thence N-07°-33'W,
79.9'; Thence N-28°-24'-E, 50.0';
Thence N-20°-00'-E, 61.4'; Thence
N-24°-42'-E, 153.4'; Thence N-49°42'E,
106.4'; Thence N-74°-24'-E, 71.2';
Thence S-60°-37'-E, 101.0'; Thence
N-59°-55'-E, 73.8'; Thence N-79°-26'E,
84.6'; Thence S-88°-52'E, 65.7';
Thence N-65°-32'E, 36.0'; Thence
N-83°-59'-E, 97.3'; Thence N-83°-12'-
E, 99.0'; Thence N-71°-18'-E, 72.9';
Thence N-79°-46'-E, 123.7'; Thence
N-87°-40'-E, 82.0'; Thence S-86°-28'E,
114.4'; Thence S-66°-42'-E, 56.7';
Thence S-66°-31'-E, 161.7'; Thence
S-61°-44'-E, 171.4' To section line;
thence South along said section line,
850.9' to P.O.B. and containing 30.0
acres more or less.

THEREFORE, the said PANORAMA, INCORPORATED, an Arkansas Corporation, by its President and Secretary, duly authorized hereto by proper resolution of its Board of Directors for and in consideration of the benefits to accrue, which benefits are hereby acknowledged to be of value, have caused to be made a plat, hereto attached, showing surveys made by John F. Mahaffey and Associates, Registered Professional Engineer, and signed by said Allotters showing the bounds and dimensions of the property now being subdivided into tracts and its description by tracts. The said Allotters hereby donate and dedicate

to the public forever an easement of way on and over said roads having a right-of-way width of 30 feet and cul-de-sacs of a 30 foot radius and a 34.6 foot radius as shown by said plat to be used as public roads and cul-de-sacs provided that if ever such roads or cul-de-sacs, or any of them, are abandoned or converted into any other use or purpose than that which this dedication is made, shall immediately revert to the abutting landowners, their successors or assigns.

The filing of this Bill of Assurance and Plat for record in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County shall be a valid and complete delivery and dedication of the roads and easements, subject to the limitations herein set out.

The lands in said Plat shall forever be known as Blueberry Hill Subdivision No. 1 of PANORAMA, INCORPORATED, in Benton County, Arkansas, and any and every deed of conveyance for any tract in said subdivision describing the same by the number of numbers shown on said Plat shall always be deemed a sufficient description thereof.

Said land herein platted and any interest therein shall be held, owned, and conveyed subject to, and in conformity with, the following covenants which, subject to being amended or cancelled as hereinafter provided, shall be and remain in full force and effect until January 1, 1999, to-wit:

1. LAND USE AND BUILDING TYPE. No tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached, single-family dwelling not to exceed two stories in height.
2. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any building site at a cost of less than \$3,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of open porches, garages, and carports, shall be not less than 600 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.
3. BUILDING LOCATION. No building shall be located on any building site nearer to the front tract line or nearer to the side or rear lines than the minimum building setback lines as provided herein. In any event, no building shall be located on any building site nearer than 10 feet to the front or rear road easement line, or nearer than 10 feet to any side road line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, providing, however, that this shall not be construed to permit any portion of any building on any building site to encroach upon another building site. A building site shall consist of one or more tracts, or fractional parts thereof, but in no event shall a building site be less than 80 feet wide at the minimum building setback line.
4. TRACT AREA AND WIDTH. No dwelling shall be erected or placed on any tract or building site having a width of less than 80 feet at the minimum building setback line, nor shall any dwelling be erected or placed upon any building site having an area of less than 20,000 square feet.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. TEMPORARY STRUCTURES. No structure of a temporary character, basement, tent, shack, garage, barn or other outbuildings, other than servants' quarters, erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Modern house trailers will be permitted provided prior approval for each individual trailer is obtained from the architectural control committee.
7. SIGNS. No sign of any kind shall be displayed to the public on any building site except one professional sign of not more than one square foot or one sign of not more than twelve square feet, advertising the property during the construction and sales period.
8. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.
9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised or kept on any building site, except that dogs, members of Equine family, cats or other household pets may be kept, provided that they are not kept or maintained for any commercial purpose.
10. ARCHITECTURAL CONTROL COMMITTEE. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building and showing the finished grading and drainage plans have been approved in writing as to conformity and harmony of external design with existing structures in the addition, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Mack N. Graue, Joe Robinson, and Joe Rice. The committee shall have the authority to designate a representative to act for it and on its behalf. In the event of death or resignation of any member of the said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
11. AMENDMENTS. Any and all of the covenants, provisions or restrictions set forth in this Bill of Assurance may be amended, modified, extended, changed, or cancelled, in whole or in part, by a written instrument so executed and

acknowledged by the owner or owners of over 50% in area of the land in this subdivision, and the provisions of such instrument so executed shall be binding from the date it is duly filed for record in Benton County, Arkansas. These covenants, restrictions, and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect unless and until amended or cancelled as authorized hereinbefore.

12. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PANORAMA, INCORPORATED

ATTEST:

ATTEST:



Frank E. McGehee
Frank E. McGehee, President

Charles A. Bolton
Charles A. Bolton, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS

ss.

County of Pulaski

On this day before me, a Notary Public duly commissioned, qualified, and acting within and for the County and State aforesaid, appeared in person the within named Frank E. McGehee and Charles A. Bolton, to me personally well known, and who stated that they were the President and Secretary of Panorama, Incorporated, 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 foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30th day of August, 1961.

Kathryn G. Turner
Notary Public

My commission expires:

July 7, 1963

