

00 119823

PROTECTIVE COVENANTS  
FOR  
PLEASANT ACRES SUBDIVISION  
PHASE 2

FILED FOR RECORD  
At 11:07 O'Clock # M

NOV 17 2000

SUE HODGES  
Clerk and Recorder

Benton County, ARK.

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

A PART OF THE SW ¼ OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY ARKANSAS, DESCRIBED AS:

TRACT A, PLEASANT ACRES, AS RECORDED IN BOOK A15, PAGE 101, OF THE BENTON COUNTY RECORDS, CONTAINING 23.05 ACRES, MORE OR LESS.

KNOW ALL MEN BY THESE PRESENTS, that Gilbert L. Brooks as owner and developer of all lots in Pleasant Acres Subdivision, Benton County, Arkansas, hereby enters the following restrictive covenants with respect to said subdivisions, 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 purposes of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified:

1. LAND USE BUILDING TYPE:

No lot shall be used except for residential purposes; no dwelling shall be erected, altered, placed on, or permitted to remain on any lot other than one (1) detached single-family dwellings. Each dwelling shall have a private garage for not less than two (2) cars with dimensions of not less than twenty-two (22) feet and shall have a concrete driveway.

2. NON-BUILDING LOTS:

Building lots 1A and 15A through 26A shall have permanently attached non-buildable lots 1B and 15B through 26B with corresponding lot numbers. The owner(s) of a particular "A" building lot must also purchase the adjacent corresponding numbered non-buildable "B" lot as shown on the Final Plat.

3. DWELLING SIZE:

Minimum size dwelling permitted on any lot is to be 2,400 square feet of heated living area. For a two-story dwelling not less than 1,400 square feet living area on the main level is required. The heated living area is exclusive of porches and garages. Developer shall approve all house plans.

Grafton Tull + Assoc. P.O. Box 549 Rogers AR 72757 (ATTN: Cynthia)

21339

4. BUILDING LOCATION:

No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum building set back lines shown on the recorded plat, if any are shown thereon. No building shall be located nearer than thirty (30) feet to the front line nor nearer than 10 feet to an interior lot line. For the purpose of the covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided; however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat.

6. NUISANCES:

No noxious or offensive activities shall be carried upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No out-houses, such as tool sheds, shall be in design or location which may be or become an annoyance or nuisance to the neighborhood. No horses, cows, chickens, or other farm animals may be kept on the premises, and no breeding of pets, or sale may be carried on within this addition. No pets shall be allowed to run loose in the neighborhood. No signs of any nature may be placed on the premises once the dwelling has been completed and occupied. No travel trailer, camper, travel bus, truck larger than ½ ton pick-up, boat, boat trailer, or inoperative car or truck may be kept on any lot for more than two days unless it shall be enclosed or screened from sight. No mechanical work on car, truck, or motorcycles shall be allowed in view from the street. Only umbrella type clotheslines are allowed.

7. FENCES:

Fencing of front yards is prohibited. No fences shall be installed any closer than the front building setback line. All fence shall be brick, stone or wrought iron; however, if a wood privacy fence is desired, 2 foot x 2 foot brick columns the height of the fence must be placed at a maximum separation of 10 feet in said fence and at all corners.

8. OFF STREET PARKING:

All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot, and parking on the streets shall be prohibited for a period of time exceeding three (3) days.

9. SATELLITE DISHES:

Satellite television receiver dishes shall be a maximum of 18" in diameter and placed in aesthetically pleasing locations, unless waived by the Developer.

10. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on an, lot at any time as a residence either temporarily or permanently.

11. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge, or shrub plantings which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

GENERAL PROVISIONS

- A. Term. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five years, from the date these covenants are recorded, after such time said covenants shall be automatically extended for successive periods of ten 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.
- B. Enforcement. An enforcement shall be by proceedings at law on an equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damage.
- C. Severability. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Executed this 5<sup>th</sup> day of APRIL, 2000.

Owner:

Gilbert L. Brooks  
Gilbert L. Brooks



01180228

NOV 15 2001

FIRST AMENDED PROTECTED COVENANTS  
FOR PLEASANT ACRES SUBDIVISION  
PHASE 2

SUE HODGES  
Clerk and Recorder  
Benton County, ARK.

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

A PART OF THE SW ¼ OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY ARKANSAS, DESCRIBED AS:

TRACT A, PLEASANT ACRES, AS RECORDED IN BOOK A15, PAGE 101, OF THE BENTON COUNTY RECORDS, CONTAINING 23.05 ACRES, MORE OR LESS.

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the General Provisions, Section A, of the Covenants filed for record on November 17, 2000, and recorded at Book OO Pages 119823-119825, that Roger & Pamela A. Wilkins own lots 2, 3, 10, 11, 12, 14, 20 and 27; that Florene Wilkins, surviving widow of Gordon Wilkins, owns lots 8, 9, 28, 29, 30 and 31; that Farmer Construction, Inc. owns lots 6 and 7; that the aforesaid persons own a majority of the lots of said subdivision and desire to amend same in part:

WHEREFORE, IT IS BY THE AUTHORITY OF THE ABOVE-STATED PERSONS that Section 7 of the Protective Covenants be amended as follows:

7. FENCES:

Fencing in front yards is prohibited. No fences shall be installed any closer than the front building setback line. All fence shall be brick, stone, wrought iron or wood.

That all other provisions of the Covenants not specifically herein amended shall remain in full force and effect.

Executed this 12<sup>th</sup> day of November, 2001.

Roger Wilkins  
ROGER WILKINS

Florene Wilkins  
FLORENE WILKINS

Pamela Wilkins  
PAMELA WILKINS

Eric Farmer  
FARMER CONSTRUCTION, INC.  
By: ERIC FARMER

STATE OF ARKANSAS )  
COUNTY OF WASHINGTON ) ss.

On this 12<sup>th</sup> day of NOVEMBER, 2001, before me, the undersigned notary public, personally appeared Roger Wilkins, Pamela Wilkins, Florene Wilkins and Eric Farmer, known to me to be the persons whose names are subscribed to the foregoing document, and acknowledged that they had executed same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

William Greenhaw  
Notary Public

My Commission Expires:  
11-15-2001

13440