

BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR
PLEASURE HEIGHTS SUB-DIVISIONS NO. 1 & 2

BENTON COUNTY, ARKANSAS

FILED FOR RECORD
At 8 O'Clock A M.

OCT 11 1963

JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

That Charles P. Sutherlan and Lola O. Sutherlan, husband and wife, and Thomas C. Comley and Melvia A. Comley, husband and wife, as sub-dividers and owners of all the lots in Pleasure Heights Sub-Divisions No. 1 & 2 in Benton County, Arkansas, hereby enter the following Bill of Assurances and Restrictive Covenants with reference to the building and lots in said sub-divisions as shown on the recorded plat of said sub-divisions on file in the office of the Circuit Clerk and Ex Officio Recorder of Benton County, Arkansas.

1. All lots in said sub-divisions, with the exception of Lots 1, 2 and 3 in Block 1 shall be used exclusively for residential purposes.
2. No dwelling shall be erected on any residential lot or lots in said sub-divisions other than a detached single family dwelling not to exceed two and one-half stories in height and not to have garage facilities in excess of a two car garage.
3. No dwelling, building or other improvement shall be erected, placed or altered on any lot until the construction plans and specifications or the structure to be moved, and a plat showing the location of said dwelling, building, improvement or structure upon said lot or lots have been approved by the Building Control Committee as to quality of workmanship, materials, harmony of exterior design with existing structure, and as to location with respect to topography and finished grade elevation.
4. No fence or wall shall be erected, placed or altered on any lot or lots nearer to any street than the minimum setback line as hereinafter provided, unless specifically approved by the Building Control Committee as hereinafter provided.
5. No dwelling shall be permitted on any lot or lots with an

enclosed ground floor living area of the main structure less than 400 square feet exclusive of all porches and garages.

6. No dwelling shall be erected or placed on less than one full residential lot as per plat of said sub-divisions unless specifically approved in writing by the Building Control Committee.

7. No dwelling, building, structure or other improvement shall be located nearer than 6 feet to the lot owner's lot boundary lines with the exception of boundary fences which shall be placed as provided by Paragraph 4 herein.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved, which easements shall be 5 feet in width along the inside perimeter of all lots in said sub-divisions. Within these easements no structure, planting or other material or activity 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 of drainage channels in the easements or which may obstruct or retire the flow of water through drainage channels in the easements. The easement area of each lot in said sub-divisions shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

9. No obnoxious or offensive activities shall be carried on upon any lot or lots nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

10. No animals or livestock of any kind shall be raised, bred or kept on any lot or lots except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose nor shall any poultry house be erected on said lots.

11. No structure of a temporary character or trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot or lots

at any time as a residence, either temporarily or permanently except that house trailers or mobile homes, when approved by the Building Control Committee, may be permitted in Blocks "F" and "G" of sub-division No. 2.

12. All dwellings in said sub-divisions shall be connected to and use a septic sewage disposal system with such system to be designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Public Health Authority. Approval of such system, as installed, shall be obtained from such authority. Under no circumstances shall any outdoor privies or toilets be used in said sub-divisions.

13. The Building Control Committee heretofore referred to shall be composed of Charles P. Sutherlan, Thomas C. Comley and Walter F. Culberson. Said committee may, by a majority vote, designate a representative or representatives to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative or representatives shall be entitled to any compensation for services performed pursuant to these covenants. At any time, a majority of the then record owners of the lots in said sub-divisions shall have the power, thru a duly recorded written instrument, to change the membership of said committee or to withdraw from the committee or otherwise alter or amend any of the committee's powers and duties, or to overrule any decisions made by the committee.

14. All approvals, disapprovals and other decisions made by the Building Control Committee as required and permitted by these covenants shall be in writing to the parties involved, and in the event said committee fails to render a final decision upon any matter over which it has control within thirty (30) days after receiving notice in writing of said matter or after plans and specifications on a proposed structure is

submitted to it in writing, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. All structures and improvements upon any lot or lots of said sub-divisions shall be completed within six (6) months of the date on which they are commenced.

16. These covenants and restrictions are to run with the land and shall be binding on all parties, their heirs and assigns for a period of twenty five (25) years from the date hereof. At any time within six months from the expiration period, a majority of the then owners of record of the lots in said sub-divisions may express their intention in writing drafted so as to be recorded with the Registrar of Deeds that they no longer care for these covenants and the same shall be then terminated. In the event that no such action is taken these covenants shall continue for periods of five years, and after such five year periods said covenants may be terminated in accordance with the terms for the original termination. It is further provided that these 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 Protective Covenants in their present form; provided, that said amendment or amendments shall be incorporated in a written instrument executed by not less than a majority of the then owners of record of the lots in said sub-divisions and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

17. It is further provided that these covenants and restrictions may be amended at any time by an instrument properly executed by all the then owners of record of the lots in said sub-divisions properly recorded with the Registrar of Deeds of Benton County, Arkansas.

18. 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 restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning

any interest in any lot or lots in said sub-divisions to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other penalties for such violations.

19. Invalidation of any one of these covenants by judgment or court order shall, in no wise, affect any of the other provisions herein contained.

WITNESS our hands and seals this 3rd day of Oct., 1963, at Springdale, Arkansas.

Charles P. Sutherlan

Lola O. Sutherlan

Melvia A. Comley

Thomas C. Comley

STATE OF ARKANSAS)
) ss. -ACKNOWLEDGMENT-
COUNTY OF WASHINGTON)

Personally appeared before me the undersigned, a notary public, within and for the county and state aforesaid, Charles P. Sutherlan, Lola O. Sutherlan, Thomas C. Comley and Melvia A. Comley, to me personally well known, who stated that they had executed the above and foregoing instrument for consideration, uses and purposes herein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such notary public this 3rd day of Oct 1963.

Gene A. Cypert
Notary Public

My commission expires:

April 1965

This instrument prepared in the offices of Crouch, Blair and Cypert, Attorneys at Law, Springdale, Arkansas. By _____ Attorney

82

BOOK 717 PAGE 854

FILED FOR RECORD
At 9:20 O'clock A.M

JAN 08 1990

PLEASURE HEIGHTS
BUILDING CONTROL COMMITTEE

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

In accordance with paragraph 13, the Bill of Assurances and Protective Covenants for Pleasure Heights Subdivision Number 1 and Number 2; and paragraph 14 of the Bill of Assurances and Protective Covenants for Pleasure Heights Subdivision Number 3; we the undersigned members, Charles P. Sutherlan and Thomas C. Comley, appoint as successors for ourselves and for Walter F. Culberson, whose whereabouts are unknown, the following persons to constitute the Pleasure Heights Building Control Committee effective upon the execution of this document by ourselves and the designees: William D. Beaman.

Michael S. Middleton, and James V. Hagan.

Charles P. Sutherlan
CHARLES P. SUTHERLAN
Retiring Member



STATE OF ARKANSAS
COUNTY OF BENTON

Subscribed and sworn to before me this 5th day of JANUARY, 19 90.

My commission expires 7-18-93

Susan J. Lamm
Notary Public

Thomas C. Comley
THOMAS C. COMLEY
Retiring Member

STATE OF ARKANSAS
COUNTY OF BENTON

Subscribed and sworn to before me this 5th day of JANUARY, 19 90.

My commission expires 7-18-93

Susan J. Lamm
Notary Public

William D. Beaman
Incoming Member

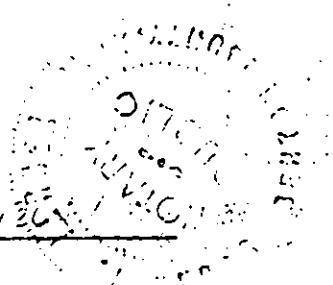
STATE OF ARKANSAS
COUNTY OF BENTON

Subscribed and sworn to before me this 5th day of JANUARY, 19 90.

My commission expires 7-18-93

Susan J. Lamm
Notary Public

R- Paulita Vlassini
Rt #2 Box 996
Howell Ark 72945



35912

Michael D. Maddleton

Incoming Member

STATE OF ARKANSAS
COUNTY OF JEFFERSON

Subscribed and sworn to before me this 20th day of
February, 19 76.

My commission expires
7-18-93

Susan D. Linnell
Notary Public



James V. Hegna
Incoming Member

STATE OF ARKANSAS
COUNTY OF JEFFERSON

Subscribed and sworn to before me this 21st day of
February, 19 76.

My commission expires
7-18-93

Susan D. Linnell
Notary Public

