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FILED FOR RECORD
At 8:15 O'clock A.M.

JAN 20 1976

PROTECTIVE COVENANTS
FOR
QUAIL HILLS SUBDIVISION

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

Blackburn Creek Development, Inc., an Arkansas corporation, owners of the Quail Hills Subdivision, have caused said lands to be subdivided into lots with streets and thoroughfares and shall henceforth be known as Quail Hills Subdivision and designated as such on the records of Benton County, Arkansas. The purpose of the following protective covenants is to provide uniform protection for all property owners located and owning property in said subdivision by causing to be established minimum standards of land use, building sites, setback requirements, and the prohibition of certain undesirable uses and practices for said subdivision.

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half stories in height.

2. BUILDING COMMITTEE: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the developers and/or the building committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot near any street or lot line than the minimum building setback line unless similarly approved.

3. DWELLING SIZE: The dwelling shall not be less than 1,200 square feet for a one-story dwelling, exclusive of porches, stoops, open or closed carports, patios, or garages.

4. OLD BUILDINGS: No old, used, or existing building or structure of any kind, nor any part of an old, used, or

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existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. All construction is to be of new material.

5. BUILDING LOCATION: No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event, no building shall be located on any lot nearer than 50 feet to the front lot line or nearer than 50 feet to any side street line, nor nearer 50 feet to any interior lot line.

6. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes; however, it shall be permissible to keep one horse for each one acre in the tract and one 4-H or F.F.A. animal for each two acres in the tract.

7. TEMPORARY STRUCTURES: No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. OUTBUILDINGS: No outside toilet or privy shall be erected or maintained. All septic tanks and laterals must meet with Arkansas State Health Department specifications.

9. EASEMENTS: Easements are reserved along and within 20 feet of the rear line and front line and within 10 feet of the side line of all tracts in this subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones, water mains, sanitary, or storm sewers, road drains and other public and quasi-public utilities for the purpose of trimming any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress and egress from and across said premises to the employees of any of the said

utility companies. The easements shall also extend along any property owner's side and rear property lines in case of fractional tracts. It shall not be considered a violation of the provision of the easement if wires or cables carried by such poles pass over some portion of said tracts not within the 20 feet wide strip as long as such lines do not hinder the construction of buildings on any tracts in these subdivisions.

10. NUISANCES: No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

11. SIGNS: No sign of any kind shall be displayed to public view on any tract except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. OLD CARS: No inoperative or junk cars or vehicles shall be kept on any tract except in an enclosed garage.

13. BUILDING COMMITTEE MEMBERSHIP: The building committee shall consist of initially the developer and thereafter the developer shall designate three persons to constitute the membership of the building committee. A majority of the committee may designate a representative to act for a period 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 the designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots or tracts shall have the power through a duly recorded, written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

14. TRASH AND GARBAGE: In the event that the lot or

tract owners do not utilize the trash and garbage pick-up service, each resident will be required to haul his trash and garbage to a public dump and keep the tract in a neat and tidy condition. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

15. TERM: These covenants are to run with the land and shall be binding on all parties, their heirs and assigns claiming under them for a period of 25 years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of 10 years; unless instruments signed by a majority of the then owners have been recorded, agreeing to a change in said covenants in whole or in any part. Subsequent invalidation of any one of these covenants shall in no wise affect the other provisions which shall remain in full force and effect.

16. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

EXECUTED this 30 day of September, 1975.

DEVELOPER, BLACKBURN CREEK DEVELOPMENT, INC.

By: Calvin J. Spivey
Calvin J. Spivey, President

Mattie Spivey
Mattie Spivey, Secretary

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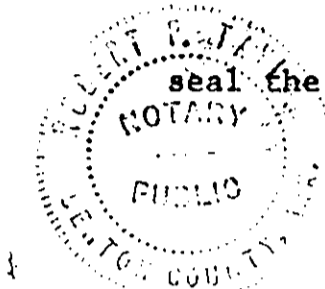
STATE OF ARKANSAS)
) SS ACKNOWLEDGEMENT
COUNTY OF BENTON)

On this 30 day of September, 1975, before me, the undersigned Notary Public, duly commissioned and acting, personally appeared CALVIN J. SPIVEY and MATTIE SPIVEY, known to me to be the persons whose names are subscribed in the above

and foregoing Protective Covenants for Ouail Hills Subdivision,
and acknowledged that they had executed the same for the pur-
poses therein contained.

IN WITNESS WHEREOF, I have set my hand and official

seal the date hereinabove written.



Robert P. Payne
NOTARY PUBLIC

~~My Commission Expires~~
~~My Commission Expires Nov. 12, 1977~~