

FILED FOR RECORD
At 10:15 O'Clock A. M.

MAY 26 1972

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

PROTECTIVE COVENANTS
FOR
QUILL POINT ESTATES

The purpose of the following Protective Covenants is to provide for uniform protection for all property owners in Quill Point Estates by the establishment of minimum standard of land use, building sizes, setback requirements, and the prohibition of certain undesirable uses and practices for the entire Subdivision.

I. COVENANTS

A. LAND USE, BUILDING TYPE, LOCATION AND SIZE:

All lots shall be used for single family residential purposes only; provided, however, that Louis H. Feder and Virginia June Feder may authorize the use of one or more lots for light commercial or recreational purposes. No building shall be erected, altered, or be placed, or be permitted to remain, on any lot with less than one thousand (1000) square feet of useable floor space, exclusive of carports, porches, and garages. All plans, type material for considerations, name and address of contractor, completion bond, and builders' risk insurance, shall be submitted to Louis H. Feder and Virginia June Feder for approval before any building shall be erected. No building, including the main residence, carport, garage, or other outbuildings, shall be erected or placed on any lot nearer than fifteen (15) feet to the front property lines, or nearer than five (5) feet to any rear lot lines. No old or used homes shall be placed upon any lot within the Subdivision of Quill Point Estates.

B. EASEMENTS:

Easements for installations and maintenance of utilities and drainage facilities are reserved to the discretion of Louis H. Feder and Virginia June Feder for the best interest of all concerned.

C. WATER AND SEWAGE:

No lot or tract shall be used or maintained as a dumping ground for rubbish, trash, garbage; and other waste incidental to the use of the property as herein provided shall be kept in a sanitary manner.

D. NUISANCES:

Obnoxious or offensive activities shall not be carried on within any lot, nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the neighborhood.

E. TEMPORARY STRUCTURES:

No structures of temporary character, trailer, tent, shack, garage, barn, or other such outbuilding, shall be used on any lot at any time as a residence, either permanent or temporary. However, mobile homes ~~which shall have not less than 800 square feet of useable floor space, exclusive of carports, porches, and garages,~~ ^{200 1/2} which shall have not less than 800 square feet of useable floor space, ^{on the first level,} exclusive of carports, porches, and garages, shall be permitted. Mobile homes shall be anchored, the towing hitches and wheels concealed, and all mobile and modular homes must be enclosed around the bottom.

F. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge or shrub, which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be placed or be permitted to remain, on any corner lot with 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 lines limitation 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. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

G. DOMESTIC ANIMALS:

No animals, livestock, or poultry of any kind shall be kept on any lot or tract, except that dogs, cats, and other household pets may be kept; provided, that they are not kept, bred, or maintained for any commercial purposes, unless their presence shall constitute a nuisance to the property owners.

II. GENERAL PROVISIONS

A. TERM OF THE COVENANTS:

These covenants shall run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date when these covenants are recorded, after which said period of twenty-five (25) years, these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by a majority of the then owners of the lots in Quill Point Estates Subdivision has been recorded, agreeing to change these covenants in whole or in any part.

B. ENFORCEMENT:

Enforcement of these covenants shall be by proceedings at law or in equity against any and all persons violating or attempting to violate any covenant, either to restrain violation or to recover damages for violation.

C. SEVERABILITY:

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

IN WITNESS WHEREOF, the said owners have caused this instrument to be signed on this 5th day of May, 1972.

Louis H. Feder
LOUIS H. FEDER

Lorena Tucker
LORENA TUCKER

Virginia June Feder
VIRGINIA JUNE FEDER

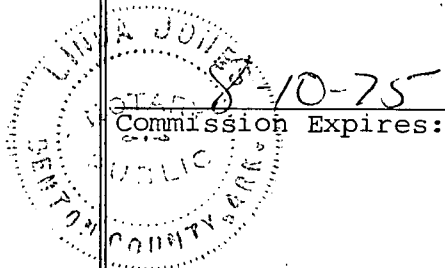
ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF BENTON)

On this date came before the undersigned, a Notary Public within and for the State and County aforesaid, Louis H. Feder and Virginia June Feder and Lorena Tucker, to me well known as the signers of the above and foregoing Protective Covenants for Quill Point Estates Subdivision, and stated that they had executed the same for the consideration, purposes and uses therein contained and set forth.

WITNESS my hand as such Notary Public this 5th day of May, 1972.


NOTARY PUBLIC



250

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FILED FOR RECORD

At 11:35 O'Clock A.M.

AMENDMENT OF THE PROTECTIVE COVENANTS
FOR
QUILL POINT ESTATES

MAY 16 1974

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

KNOW ALL MEN BY THESE PRESENTS:

Part 1. E., TEMPORARY STRUCTURES, of the original Protective Covenants of Quill Point Estates, dated May 5, 1972, is filed for record in Deed Record 443, Page 168 of Benton County, Arkansas...Recorded on May 26, 1972. This provision is hereby amended to henceforth read as follows:

"No structures of temporary characters, trailers, motor coaches, tents, shack, garage, barn, or other such outbuilding shall be used on any lot or tract at any time as a residence, either permanent or temporary. Single-wide mobile homes shall not be used on any lot or tract. Double-wide modular homes will be permitted to be used on any lot or tract provided they have a minimum square footage of 1,000 square feet, exclusive of garages, patios, porches and carports, and conditioned that they are enclosed around the bottom and all towing hitches and wheels are removed."

All parts of the original Protective Covenants for Quill Point Estates except as specifically amended herein with reference to the above new section: "Part 1. E., TEMPORARY STRUCTURES", shall remain in full force and effect except as same are amended by this Amendment.

IN WITNESS WHEREOF, the owners have caused this instrument to be signed this ^{22nd} ~~22nd~~ ^{24th} day of May, 1974.

Lorena Tucker
LORENA TUCKER

Louis H. Feder
LOUIS H. FEDER

Virginia June Feder
VIRGINIA JUNE FEDER

(Acknowledgments on attached sheet)

*John Tucker,
Box 280, Rogers*

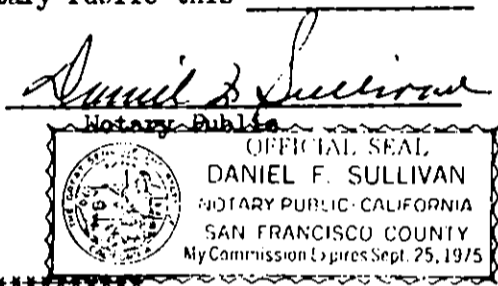
(AMENDMENT TO PROTECTIVE COVENANTS OF QUILL POINT ESTATES)

STATE OF CALIFORNIA) ACKNOWLEDGMENT
COUNTY OF SAN FRANCISCO)

On this date came before the undersigned Notary Public duly commissioned and acting within and for the County and State, aforesaid, LOUIS H. FEDER AND VIRGINIA JUNE FEDER, to me well known, as the signers of the above and foregoing AMENDMENT TO PROTECTIVE COVENANTS OF QUILL POINT ESTATES, and stated that they had executed the same for the purposes and uses therein contained and set forth.

Witness my hand and seal as such Notary Public this 6th day of May, 1974.

My commission expires: Sept 25, 1975



1041 1042 Taraval St., San Francisco, CA. 94116

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF BENTON)

On this date came before the undersigned Notary Public duly commissioned and acting within and for the County and State aforesaid, LORENA TUCKER, to me well known, as a signer of the above and foregoing AMENDMENT TO PROTECTIVE COVENANTS OF QUILL POINT ESTATES, and stated that she had executed the same for the purposes and uses therein contained and set forth.

Witness my hand and seal as such Notary Public this 8th day of May, 1974.

Robert L. Kingert
Notary Public

My commission expires: Mar. 1, 1977

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2

480 PAGE 339

FILED FOR RECORD
At 8:15 O'Clock 9 M.

SECOND AMENDMENT
OF PROTECTIVE COVENANTS FOR
QUILL POINT ESTATES

OCT 2 1974

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Developer has filed Protective Covenants and Amendment to Protective Covenants for Quill Point Estates dated May 5, 1972 and filed for record in Deed of Record 443, Page 168 of Benton County, Arkansas, recorded on May 26, 1972.

WHEREAS, Developer is desirous of amending the Protective Covenants;

NOW, THEREFORE, the Developer declares the real property to be held, transferred, sold and conveyed and occupied subject to the following covenants, restrictions, easements hereinafter set forth:

1. EASEMENT: A 10 foot easement is reserved along the eastern and northeastern side of Tract 13, Quill Point Estates for the purpose of providing the owners of property within Quill Point Estates, their successors and guests with a walk way for the right of ingress and egress to Beaver Lake Reservoir. Said easement shall be utilized as a walk way and use of vehicles thereon shall be prohibited.

Executed this 10 day of Sept, 1974.

Lorena Tucker
LORENA TUCKER

Louis H. Feder
LOUIS H. FEDER

Virginia June Feder
VIRGINIA JUNE FEDER

(Acknowledgements on attached sheet)

Return →

STATE OF CALIFORNIA)
) SS. ACKNOWLEDGEMENT
COUNTY OF SAN FRANCISCO)

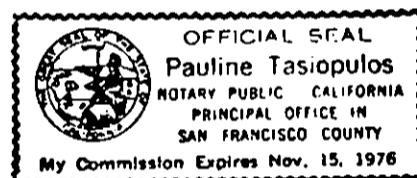
On this date came before the undersigned Notary Public, duly commissioned and acting within and for the County and State, aforesaid, LOUIS H. FEDER and VIRGINIA JUNE FEDER, to me well known, as the signers of the above and foregoing SECOND AMENDMENT OF PROTECTIVE COVENANTS FOR QUILL POINT ESTATES, and stated that they had executed the same for the purposes and uses therein contained and set forth.

Witness my hand and seal as such Notary Public this _____ day of _____, 1974.

Pauline Tasiopulos

NOTARY PUBLIC

My Commission Expires:



STATE OF ARKANSAS)
) SS. ACKNOWLEDGEMENT
COUNTY OF BENTON)

On this date came before the undersigned Notary Public commissioned and acting within and for the County and State aforesaid, LORENA TUCKER, to me well known, as a signer of the above and foregoing SECOND AMENDMENT TO PROTECTIVE COVENANTS OF QUILL POINT ESTATES, and stated that she had executed the same for the purposes and uses therein contained and set forth.

Witness my hand and seal as such Notary Public this _____ day of Sept., 1974.

Gay B. Beve

NOTARY PUBLIC

My Commission Expires:
June 8, 1975

THIRD AMENDMENT
OF PROTECTIVE COVENANTS FOR
QUILL POINT ESTATES

SEP 20 1984

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Sub-Divider has filed Protective Covenants for Quill Point Estates dated May 5, 1972 and filed for record in Deed of Record 443, Page 168, recorded on May 26, 1972; also, Amendment to Quill Point Estates Covenants dated May 6, 1974 and filed for record in Deed of Record 475, Page 95, recorded on May 16, 1974; also, Second Amendment to Quill Point Estates Covenants dated September 10, 1974 and filed for record in Deed of Record 480, Page 339 of Benton County, Arkansas, and recorded on October 2, 1974;

WHEREAS, Sub-Divider is desirous of AMENDING the above recorded SECOND AMENDMENT of the Protective Covenants of Quill Point Estates, as follows,

NOW, THEREFORE, the Sub-Divider declares the real property to be held, transferred, sold and conveyed and occupied subject to the following Covenants, Restrictions, Easements hereinafter set forth:

1. EASEMENT: The previously recorded ten (10') foot easement on Tract #13 is herewith AMENDED to read as follows:
"A twenty (20') foot easement is reserved as a Common Use Area along the the Eastern and North/Eastern boundary of Tract #13, Quill Point Estates for the purpose of providing the owners of property within Quill Point Estates Sub-division, their successors and guests, a Walkway from Feather Way road to the Takeline of Beaver Lake Reservoir. Said Easement shall be utilized as a Walkway and use of vehicles thereon shall be prohibited."
2. FURTHER, the following NEW Easement shall herewith be in effect:
"EASEMENT: A forty (40') foot Easement is reserved as a Common Use Area along the Northern boundary of Tract #10 for the purpose of providing the owners of property within Quill Point Estates Sub-division, their successors and guests, a Common Use Area bounded on the West by the Takeline of Beaver Lake Reservoir, and on the East by the Western boundary of the cul-di-sac ending of Quill Point Drive."

EXECUTED this 18th day of September, 1984.

Louis H. Feder

LOUIS H. FEDER

Virginia June Feder

VIRGINIA JUNE FEDER

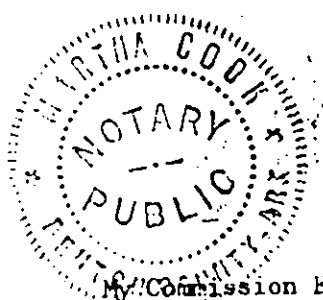
(Acknowledgements on attached sheet)

Louis H. Feder
R.S., Box 87
Rogers Ark. 72756

STATE OF ARKANSAS)
) SS. ACKNOWLEDGEMENT
COUNTY OF BENTON)

On this date came before the undersigned Notary Public, duly commissioned and acting within and for the County and State aforesaid, LOUIS H. FEDER AND VIRGINIA JUNE FEDER, Sub-Dividers of Quill Point Estates Sub-Division, to me well known, as the signers of the above and foregoing THIRD AMENDMENT OF PROTECTIVE COVENANTS FOR QUILL POINT ESTATES Sub-Division, and stated that they had executed the same for the purposes and uses therein contained and set forth.

WITNESS my hand and seal as such Notary Public this 17th day of September, 1984.



Martina Cook
NOTARY PUBLIC

My Commission Expires:
7-1-76