

FILED FOR RECORD

1103 O'Clock A M.

SEP 13 1983

JOSEPHINE R. HEYLAND

Clerk and Recorder
BENTON COUNTY, ARK.PROTECTIVE COVENANTS FOR
RIDGEMOOR ESTATES SUBDIVISION
PEA RIDGE, ARKANSAS

The undersigned, being the owners of all lots and land located in Ridgemoor Estates Subdivision, Pea Ridge, Arkansas, and as shown on the recorded plat of said subdivision in Plat Record 4 at Page 200 of the Records of Benton County, Arkansas, hereby make declarations as to the limitations, restrictions and uses to which the lots constituting such subdivision may be put and hereby specify that such declaration shall constitute covenants to run with all the lots as provided by law and shall be binding upon all parties and all persons claiming under them and for the benefit and limitations on all future owners in such subdivision, this declaration of covenants and restrictions being designed for the purpose of keeping the subdivision desirable, uniform and suitable in architectural design and use as specified herein.

I.
COVENANTS

A. Land Use and Building Type. No lot shall be used except for single-family residential purposes. No commercial enterprise or business shall be carried on or allowed on any lot. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling of new construction not to exceed two stories in height, including either an attached, enclosed garage or attached, enclosed carport.

B. Dwelling Size. No dwelling shall be permitted on any lot containing less than 1,450 square feet of living space, on the main ground floor, exclusive of basements, porches and decks but including either a single-car, attached garage or a single-car, attached ~~garage~~ enclosed carport for single-story dwellings and 2,400 square feet for two-story dwellings. All dwellings shall be constructed so that there shall be a minimum depth of 28 feet measured from the front (street side) exterior wall to the furthest point of the rear exterior wall.

C. Garage or Carport. Each dwelling shall have a private garage or carport for not less than one (1) car.

D. Building Location. No dwelling shall be located on any lot nearer than 30 feet to the front of the lot line nor nearer than 10 feet to any side lot lines. This provision (side lot setbacks) shall not apply to any dwelling constructed on two adjacent lots as to the side lot line dividing the two lots. No dwelling shall be located on any lot nearer than 34 feet to the rear lot line. No lot shall be subdivided into smaller lots or parcels than shown on the recorded plat for the purpose of creating additional building sites or lots, except that a lot may be divided to combine portions of it with the adjacent lots on both sides to enlarge the building sites on said respective adjacent lots. Should any building setback lines shown upon the plat of Ridgemoor Estates Subdivision vary from the setback requirements set out herein, the building setback lines shown on said plat as filed shall control and take precedence over those stated herein.

E. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, pavement or other material shall be placed

or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

F. Nuisance. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereupon which may be or may become an annoyance or a nuisance to the neighborhood. In this regard, no livestock or other commercially grown farm animals may be kept or bred. Household pets may be kept, provided they are not kept or maintained for any commercial purposes.

G. Temporary Structures. No structure of a temporary character, such as a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

H. Sewage Disposal. All dwellings upon completion shall have connections to city sewer. No individual sewage disposal system shall be permitted on any lot.

I. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No lot shall be used for the storage of abandoned vehicles, appliances or other equipment unless same is stored in an enclosed garage or accessory building and removed from the visibility of the public.

J. Subdivision and Building Codes - City of Pea Ridge. The zoning, subdivision and building codes of the City of Pea Ridge, Arkansas, as they presently exist or are hereinafter amended shall be and are hereby made applicable to all lots in the subdivision. All dwellings and other improvements shall comply with said ordinances as they exist on the date of said construction. Any conflict between such ordinances and the provisions of these Protective Covenants shall be resolved in favor of the more restrictive provisions.

II. GENERAL PROVISIONS

A. Duration. These Protective Covenants are to run with the land and shall be binding upon all lot owners, parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time the Protective Covenants shall be automatically extended for successive periods of ten (10) years. At any time, and from time to time, the majority of owners of lots in the subdivision (each lot having one vote even though there may be more than one owner of such lot and even though one owner may own more than one lot) shall have the authority to change, amend or rescind these covenants in whole or in part by an instrument signed by them and duly recorded.

B. Enforcement. Enforcement shall be by proceedings 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 or both.

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

IN WITNESS WHEREOF, this instrument is hereby executed this 28th day of July, 1983.

G. W. Nesselhauf
G. W. Nesselhauf Owner

Rita A. Nesselhauf
Rita A. Nesselhauf - Owner

O. L. Clark by G.W. Nesselhauf
O. L. Clark, by G.W. Nesselhauf
as Attorney in Fact - Owner

Anna Rea Clark by G.W. Nesselhauf
Anna Rea Clark, by G.W. Nesselhauf
as Attorney in Fact - Owner

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS:
COUNTY OF BENTON)

Be it remembered that on this date came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting G. W. Nesselhauf and Rita A. Nesselhauf, individually, and O. L. Clark and Anna Rea Clark, by and through their Attorney in Fact, G. W. Nesselhauf, to me well known as the Owners in the foregoing Protective Covenants, and stated that they had executed the same for the consideration and purposes mentioned and set forth therein.

Subscribed and sworn to before me this 28th day of July, 1983.

[Signature]
Notary Public

My commission expires:
July 7 84