

FILED FOR RECORD

At 11:45 O'Clock A. M.

SEP 18 1972

JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK.PROTECTIVE COVENANTS FOR
RURAL OAKS ESTATES OF BENTON COUNTY, ARKANSAS

The undersigned, being all of the owners of Rural Oaks Estates, Benton County, Arkansas, do hereby establish and create the following Protective Covenants which will apply to all lots, blocks, parcels and parts of lots and blocks as shown on the recorded plat of the above subdivision.

I.
COVENANTS

A. LAND USE AND BUILDING TYPE: No lot or part of a lot shall be used except for residential purposes. No single building shall be erected, altered or placed on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2½) stories in height and a private garage.

B. DWELLING COST, QUALITY AND SIZE: No dwelling unit shall be permitted on any lot at a cost of less than \$25,000.00 excluding lot price based on cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of this Covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. No dwelling unit shall be permitted on any lot containing less than 1400 square feet of living area, excluding garage and porch area, provided that two (2) story houses or one and one-half (1½) story houses shall be no less than 1000 square feet of floor area on the ground floor thereof, exclusive of garage and porch area. All garages and carports shall be of two (2) or more car capacity.

C. LAND USE AND BUILDING LOCATION: No dwelling shall be erected or placed on any less area than a complete lot as shown on the recorded plat. No lot in this addition shall be used for any other than residential purposes. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat, if any are shown thereon. In any event, no building shall be located on any lot nearer than 10 feet to the front lot line or nearer than 7½ feet to the side lot line. No building shall be located nearer than 20 feet to the rear lot line and no nearer than 10 feet on the side lot line on corner lots. For purposes of this Covenant, eaves, steps and open porches shall not be as part of the building, provided however that this shall not be construed to permit any portion of the building on a lot to encroach upon other lots.

D. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time other than is hereinafter set out, nor shall any trailer or mobile home be used on any lot at any time, nor shall any outbuilding not attached to the dwelling house be used on any lot other than is hereinafter set out, either temporarily or permanently. One (1) utility or storage shed may be placed or erected on each lot and such shed shall be located in the back yard only and shall be of a design complimentary to the house on the lot and of a maximum size of 10 feet by 12 feet and shall fall within the terms of architectural control as hereinafter set out.

E. SIGHT DISTANCES: No fence or hedge shall be placed or permitted to remain extending beyond the front corner of any dwelling house. No shrub planting which obstructs sight lines at elevations between 2 and 6 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 the line connecting them at points 25 feet from the intersection of the street property line extended. The same sight line limitations will apply on any lot within 10 feet from the intersection of the 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 height to prevent obstruction of such sight lines.

F. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than 1 square foot.

James M. Zuppman
Rogers

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

H. NUISANCES: No noxious or offensive activity shall be carried on upon any lot.

I. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

J. GARBAGE AND REFUSE DISPOSAL: 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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

K. SEWAGE DISPOSAL: No individual sewage system of disposal shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department of the state of Arkansas. Approval of such disposal systems as installed shall be obtained from such authority.

L. OIL AND MINING OPERATIONS: No oil drilling, oil development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon in any lot nor shall any roadway or pipeline be permitted on or across any lot other than private driveways for single family dwellings and normal utilities for household use in addition to the utilities permitted by easement as indicated on the recorded plat.

II.

ARCHITECTURAL CONTROL COMMITTEE

A. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered upon any lot until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the Architectural Control 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, and no stack-sack houses or concrete block houses shall be permitted.

B. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of Don Lehman and Arnold Lehman. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. At any time the then record owner of a majority of the lots 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.

The committee's approval or disapproval as required in these Covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenant shall be deemed to have been fully complied with.

III.

GENERAL PROVISIONS

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

B. EXCEPTIONS: With respect to lots exceeding one (1) acre in size, the Architectural Control Committee shall have the authority to increase required setback lines and sight distances as they may, in their unrestricted discretion, deem to be advisable for the purpose of the beautification of the development as a whole.

C. ENFORCEMENT: Enforcement shall be proceedings at law or in equity against all persons violating or attempting to violate any Covenant either to restrain violation or to recover damages.

D. SEVERABILITY: Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands this 14th day of September, 1972.

RURAL OAKS ESTATES

by Don H. Lehman
Don H. Lehman

Virginia S. Lehman
Virginia S. Lehman

Arnold D. Lehman
Arnold D. Lehman

Carmen R. Lehman
Carmen R. Lehman

Leo A. Crain
Leo A. Crain

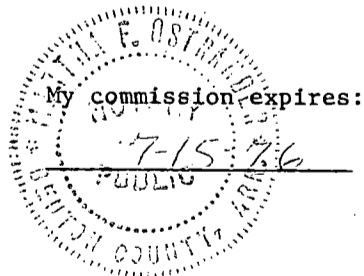
Edith V. Crain
Edith V. Crain

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

On this 14th day of September, 1972, personally appeared before me, the undersigned Notary Public, Don H. Lehman and Virginia S. Lehman, husband and wife, Arnold D. Lehman and Carmen R. Lehman, husband and wife, and Leo A. Crain and Edith V. Crain, husband and wife, all to me personally well known and stated that they were all the owners of all of Rural Oaks Estates, a subdivision in Benton County, Arkansas, and that they executed the above and foregoing Protective Covenants for the purposes and considerations therein set forth.

WITNESS my hand and seal as such Notary Public this 14th day of September, 1972.



Martha F. Ostermiller
Notary Public

WAIVER OF COMPLIANCE

We the undersigned, being all of the owners of the lots in Rural Oaks Estates, Benton County, Arkansas, do hereby waive compliance with the Building Setback line established by the Plat of Rural Oaks Estates recorded in plat Record "K" at page 199, and by the Protective Covenants for Rural Oaks Estates recorded in Deed Record 448 at page 553, for All lots in Rural Oaks Estates, a part of the SE 1/4 of Section 9, Township 19 North, Range 30 West.

DON H. WILSON

Don H. Wilson

COLON WASHBURN

South Washburn

Arnold Lehman

ARNOLD LEHMAN

Armed Lehman

BILL FIELDS

Bill Fields

~~ESTER~~ SUBBERT

Ruby Subbert

LLOYD REIHMAN

Lloyd A. Reihman

VIDA M. BAKER

Virginia Lehman

VIRGINIA LEHMAN

Margie Reihman

Clinton McCarver

CLINTON MCCARVER

Marge McCarver

Don Clowson

DON CLOSSON

Jamie Clowson

PHIL HATFIELD

Gary Phillips

GARY PHILLIPS

Dorinda Phillips

FILED FOR RECORD
At 2:15 O'clock P.M.

JUN 15 1988

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

BCA

8553

Robert Brewer

ROBERT BREWER

Martha Brewer

D. S.
DOUGLAS SPERBER

Mary Sperber

ROSS HOLT

~~BEN BYRES~~ *Earl Fischer*

Herb W. Engleke
HERBERT ENGLEKE

Judy Ruth Engelke

~~IDA BACHMAN~~
IDA BACHMAN

Ida L. Bachman

C. C. Clark

C. C. CLARK

Allene Clark

James M. Burns
JIM BURNS

Loretta A. Burns

Jimmie J. Hughes
JIM HUGHES

Lester Hughes

Eldon Keil
ELDON KEIL

Darwin Keil

J. A.O. PREUS

Subscribed and sworn to me this 13th day of June 1988.

Linda N. Smith
NOTARY PUBLIC

My Commission Expires:

2/19/91

