

94 028468

FILED FOR RECORD  
At 3:35 O'clock P.M.

APR 27 1994

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Paramount Estates, Inc., is now the record owner of property described as follows:

A PART OF THE NE 1/4 OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE FOR THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 35; THENCE S 01°15'27" W 1332.99 FEET; THENCE IN 87°52'51" W 895.88 FEET; THENCE N 01°19'39" E 310.82 FEET; THENCE N 87°57'07" W 426.99 FEET; THENCE N 01°28'03" E 50.00 FEET; THENCE S 87°57'07" E 426.90 FEET; THENCE N 01°19'39" E 1006.42 FEET; THENCE S 88°00'07" E 894.36 FEET; THENCE S 01°32'52" W 36.16 FEET TO THE POINT OF BEGINNING, CONTAINING 28.61 ACRES MORE OR LESS, AND SUBJECT TO ALL EASEMENTS OF RECORD.

WHEREAS, said owner desires to develop a residential addition to the City of Lowell, Benton County, Arkansas, and has caused said tract to be surveyed and platted into lots: and

WHEREAS, it is in the interest of the owner, as well as prospective purchasers of the lots, that said tract be known as "SABRE HEIGHTS, BLOCKS 2 & 3" and that the use of the lots be restricted as hereinafter provided, *Plat 19 Page 99*

NOW, THEREFORE, in consideration of the premises, and for the purposes above mentioned, Paramount Estates, Inc., has caused said tract to be platted into numbered lots with size, location and boundaries of each lot as shown on said plat, which has been filed for record, and every deed or conveyance of any lot in said tract described by number as shown on said plat shall be held and deemed a sufficient description for the conveyance thereof, subject to the reservations, covenants and restrictions hereinafter stated, which shall be for the use and benefit of, and binding upon, the present owner, his grantees, and all future owners of lots within the tract which shall be known as "SABRE HEIGHTS" to the City of Lowell, Benton County, Arkansas.

1. All lots shall be used for single-family residential purposes only.

To: *Midland Dev.  
P.O. Box 369  
Rogers, AR 72757*

*6773*

PROTECTIVE COVENANTS

2. No residence shall be constructed that is less than 1,450 square feet of gross building area.
3. All residences must have off street parking.
4. No vehicle repairs to be performed in any other area, except at the rear of the house.
5. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall be kept in non-corrosive non-breakable trash containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be kept in a clean and sanitary condition. No garbage or trash containers are to be kept in view of the street unless it is to be picked up that day.
6. 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 and maintained, provided that they are not kept, bred or maintained for any commercial purposes. There shall be no more than two pets per household. Household pets shall be maintained in a clean and sanitary situation and shall not be noxious or a nuisance to the surrounding owners. Household pets are not permitted to run at large.
7. No structure or vehicle such as a trailer, basement, tent, shack, garage, barn, camper, mobile home or other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently.
8. No satellite dishes will be permitted in front of the rear building lines.
9. Front yards in front of the building line, including front porches shall not be utilized for storage of any items. The only acceptable items shall be flower pots to compliment the landscaping.
10. Owners of lots shall keep weeds, grass and underbrush cut to avoid fire hazards and unsightly appearance. The front yard grass is to be kept mowed to no higher than six inches.

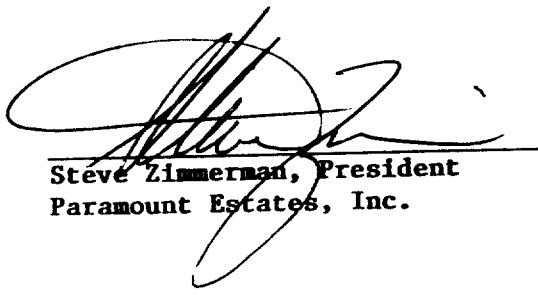
PROTECTIVE COVENANTS

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which maybe or become an annoyance or nuisance to the neighborhood.
12. All residences shall have a minimum of a 19' x 20' two car garage attached to the residence.
13. All house plans, room additions, alterations, garages, carports, fences and other structures must first be approved by a duly authorized representative of Paramount Estates, Inc., or by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures and as to the location with respect to topography and finish grade elevation. Such approval authority shall remain with Paramount Estates, Inc. until such time as all lots have been sold and the Committee has been duly elected as provided for in the next paragraph hereof.
14. The Architectural Control Committee shall be composed of three elected members by a majority of the lot owners of record of the entire subdivision. A majority of 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 members 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 majority owners of the lots of the entire subdivision shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to restore to it any of its powers and duties.
15. These covenants shall run with the land and shall be binding on the present owner and all persons hereafter acquiring title in any manner to any part of "SABRE HEIGHTS" for a period of five years from date, after which time said covenants shall be automatically renewed for successive periods of one year, unless at any time an instrument signed by the then owners of a majority of the lots shall be recorded, agreeing to change said covenants, in whole or in part.

PROTECTIVE COVENANTS

16. If any other or occupant shall at any time, while these covenants are in effect, violate or attempt to violate any of these covenants any other owner of any part of the addition may institute and prosecute an action at law or in equity against the persons violating or attempting to violate any covenant to prevent or terminate the violation, or to recover damages resulting from the violation. Judicial or legislative action invalidating any one or more of these covenants shall not affect the remaining provisions which shall continue in full force and effect.

IN WITNESS WHEREOF, Paramount Estates, Inc., has caused these presents to be signed on this 21<sup>st</sup> day of April, 1994.

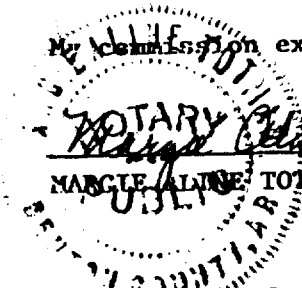
  
Steve Zimmerman, President  
Paramount Estates, Inc.

ACKNOWLEDGEMENT

STATE OF ARKANSAS )  
                                  )  
COUNTY OF BENTON )

On this day, personally appeared before me, the undersigned, a notary public within and for the County and State aforesaid, duly qualified, commissioned and acting, Steve W. Zimmerman, President of Paramount Estates, Inc., and stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

My commission expires: 11-11-96



Margie Elaine Totman  
MARGIE ELAINE TOTMAN, NOTARY PUBLIC

DATE: THIS 21 DAY OF April, 1994.