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FILED FOR RECORD
At 10:30 O'clock A M.

PROTECTIVE COVENANTS
FOR SHADY HILLS SUBDIVISION, BENTON COUNTY, ARKANSAS

MAY 11 1976

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

The undersigned, being the owners of Shady Hills Subdivision, 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.
- B. DWELLING QUALITY: All dwellings whether constructed on site or mobile home shall be of good quality workmanship and all mobile homes moved on site shall be under pins within 60 days of the date of delivery.
- 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 building or mobile home shall be located on any lot nearer to the front lot line or nearer to the sides street line than the minimum set back lines shown on the recorded plat.
- D. TEMPORARY STRUCTURES: In addition to the dwelling place or mobile home, one 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 or mobile home on the lot and of a maximum size of 12 feet by 16 feet and shall fall within the terms of architectural control as hereinafter set out.
- E. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- F. NUISANCES: No noxious or offensive activity shall be carried on upon any lot.
- G. 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 purposes and provided that they are kept under reasonable control at all times.
- H. 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 equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and all refuse shall be removed regularly. No junked or inoperative automobiles or appliances shall be kept on any lot.
- I. 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 Department of Health of the State of Arkansas. Approval of such disposal systems as installed shall be obtained from such authority.
- J. 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 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 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.
- K. No trees shall be removed from any lot other than is absolutely necessary for the placement of a dwelling and utilities or unless such trees become diseased or die. All yards will be kept neatly and mowed regularly, small private gardens will be permitted behind dwellings.

KELLEY, LUFFMAN & JENNINGS
ATTORNEYS-AT-LAW
ROGERS, ARKANSAS 72758

James M. Kelley, Jr., Rogers

L. FIREARMS: The discharge of firearms shall not be permitted upon any lot in the subdivision.

II. ARCHITECTURAL CONTROL COMMITTEE

A. ARCHITECTURAL CONTROL: No building shall be erected or altered or any mobile home 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 topography and finish grade elevation, and no concrete block houses shall be permitted.

B. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of Ronnie C. McKnight and Shirley D. McKnight. The Committee may designate a representative to act for it. In the event of death 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 owners 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 to 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. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against all persons violating or attempting to violate any Covenant either to restrain violation or to recover damages.

C. 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.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of April, 1976.

SHADY HILLS SUBDIVISION

By Ronnie C. McKnight
RONNIE C. MCKNIGHT

And Shirley D. McKnight
SHIRLEY D. MCKNIGHT

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF BENTON) SS

On this 22nd day of April, 1976, personally appeared before me, the undersigned Notary Public, Ronnie C. McKnight and Shirley D. McKnight, to me personally well known and stated that they are the owners of all of Shady Hills Subdivision, a subdivision in Benton County, Arkansas, and they executed the above and foregoing Protective Covenants for the purposes and considerations therein set forth.

WITNESS my hand and official seal as such Notary Public this 22nd day of April, 1976.

My commission expires: 11-18-78

Aileen A. McDaniel
Notary Public