

BILL OF ASSURANCES AND PROTECTIVE COVENANTS

FOR

JUL 18 1966

SOUTHERN HILLS SUBDIVISION

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Hurcel Dunlap and Betty Dunlap, husband and wife, and Lealon Wilson and Mary L. Wilson, husband and wife, d/b/a D & W Construction Company, are the owners of a certain tract of land lying and situated in Siloam Springs, Benton County, Arkansas, known as Southern Hills Subdivision and more particularly described as follows:

Lots 4, 6 and Part of Lot 3 of the John E. Roger's Second Subdivision, which subdivision is a part of the W 1/2 of the SE 1/4, Section 7, Township 17 North, Range 33 West: Being more particularly described as beginning at a point 20 feet East and 75.3 feet South 0° 27' West of the NW corner, SW 1/4 SE 1/4 Section 7, Township 17 North, Range 33 West, thence North 89° 42' East 260.5 feet, thence North 3° 38' East 366.8 feet, thence South 88° 42' East 718.8 feet, thence South 1° 1' West 1419 feet, thence South 2° 19' West 200 feet, thence North 89° 20' West 264 feet, thence North 0° 58' East 944.1 feet, thence North 88° 30' West 721.7 feet, thence North 0° 27' East 304.4 feet to the point of beginning containing 18.6 acres more or less.

AND WHEREAS, said owners have caused said property to be platted and intend to sell lots and building sites therein subject to certain protective restrictions, conditions, limitations, reservations, covenants and assurances, hereinafter referred to as "Protective Covenants" in order to insure the best and most beneficial development of said area exclusively as a residential subdivision, except as hereinafter mentioned, and to prevent any such use thereof as might tend to diminish the value or pleasureable enjoyment thereof.

NOW THEREFORE, said owners hereby declare that said Protective Covenants are hereby imposed on all of said subdivision and are as follows, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, authorized, placed or permitted to remain on any lot, other than those mentioned, other than one detached single-family dwelling, or one detached two-family dwelling, and a private garage for not more than two cars, and each dwelling shall have either a garage or a carport.

2. Construction on any dwelling or any building in said subdivision shall be by qualified contractor, and workmanship, materials

  
Ted Shannon

harmony of exterior design with the existing structures , location, topography and finished grade levels shall be strictly considered and followed to the best advantage wherever practical.

3. 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 set-back lines shown on the recorded plat, and in any event, no building shall be located on any lot in violation of the building code and zoning requirements of the City of Siloam Springs.

4. Easements for installation and maintenance of utilities, sewage and drainage facilities are hereby reserved as to all lands in this subdivision, provided however that any development of utilities, sewage and drainage facilities shall adhere as close as possible to rear and side lot lines with due regard to cost and engineering recommendations. After established, no structures, planting or other materials shall be placed or permitted to remain upon said easements which may damage or interfere with the installation and maintenance of utilities, sewage and drainage facilities in the easement area.

5. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

6. No structure of a temporary character, basement, tent, shack, garage, barn, or other outbuilding, or house trailer shall be used on anylot at any time as a residence either temporarily or permanently.

7. No fence of the nature of a barb-wire fence or any other fence not in keeping with the nature and surroundings of the subdivision shall be erected on any lot, and no fence of any kind or character shall be erected in front of any dwelling or building on any lot.

8. All dwellings in said subdivision shall be connected to and use public sewer syster, if possible; such system shall be designed, located and constructed in accordance with requirements, standards. If individual sewage systems are used none shall be permitted on any lot unless such system is designed, located, and constructed in accordance with requirements. Under no circumstances, shall any outdoor privies or toilets be used in said subdivision.

9. No sign of any kind, other than the normal real estate sales and development signs, shall be displayed to the public view on any lot or lots, nor shall anything be done thereon which might become a nuisance to the neighborhood.

10. There shall be no commercial offices in homes or dwellings in this subdivision that will change the outside character of said homes or dwelling from that of a residence.

11. For purposes of these Covenants, junk cars or other vehicles, house trailers not in use, or anything which would tend to decrease the valuation of the property in said subdivision shall be considered a nuisance.

12. Any outbuilding erected on any lot in said subdivision such as a tool shed or unattached garage shall be finished and constructed with the same degree of quality or workmanship and design as the dwelling on said lot, and shall be finished on the exterior to harmonize with the dwelling on said lot.

13. No dwelling with less than 1000 square feet of heated area shall be permitted upon any lot in said subdivision with the exception that in the case of duplexes, the total area of both dwelling areas shall be considered in arriving at the square feet of heated area. No dwelling shall be permitted on any lot at a cost of less than \$9,000.00 based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of the 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.

14. All dwellings in said subdivision shall have concrete driveways from the house to the curb, not less than 12 feet in width.

15. No structure shall be moved onto any lot in this subdivision.

16. 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.

17. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways

shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No tree 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.

18. 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 thirty years from the date these covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change Covenants in whole or in part.

19. 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.

20. 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 set out hands and seals this the 6<sup>th</sup> day of July, 1966.

D & W CONSTRUCTION COMPANY

Hurcel Dunlap  
Hurcel Dunlap

Betty Dunlap  
Betty Dunlap

Lealon Wilson  
Lealon Wilson

Mary L. Wilson  
Mary L. Wilson

A C K N O W L E D G M E N T

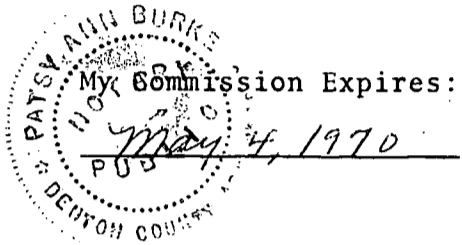
STATE OF ARKANSAS) .  
                          ) ss  
COUNTY OF BENTON )

BE IT REMEMBERED, On this 6<sup>th</sup> day of July, 1966, before undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Hurcel Dunlap and Betty Dunlap, husband and wife, and Lealon Wilson and Mary L. Wilson, husband and wife, to me personally

known, and stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6<sup>th</sup> day of July, 1966.

Patsy Ann Burke  
Notary Public



FILED FOR RECORD  
At 10:45 O'Clock A.M.

382 — 150

JUL 18 1966

ARKANSAS STATE BOARD OF HEALTH  
BUREAU OF VITAL STATISTICS

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

Registration District No. <u>5</u>		ARKANSAS STATE DEPARTMENT OF HEALTH Bureau of Vital Statistics		66-006458	
Primary Registration District No. _____ <b>CERTIFICATE OF DEATH</b>					
1. PLACE OF DEATH a. COUNTY <u>Benton</u>		2. USUAL RESIDENCE (Where deceased lived, if institution; Res. before adm.) a. STATE <u>Arkansas</u>		b. COUNTY <u>Benton</u>	
b. CITY, TOWN, OR LOCATION <u>Bentonville</u>		c. CITY, TOWN, OR LOCATION <u>Bentonville</u>		d. STREET ADDRESS <u>201 S E 6th</u>	
3. NAME OF DECEASED (Type or print) <u>Charles Frankenburger</u>		4. DATE OF DEATH Month Day Year Hour am <u>5-18-66 4:25</u>		5. AGE (in yrs. last birthday) Months Days Hours Min. <u>10-11-1872 03</u>	
5. SEX <u>M</u>		6. COLOR OR RACE <u>W</u>		7. Married <input checked="" type="checkbox"/> Never Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/>	
10a. Usual Occupation (Give kind of work done during most of working life, even if retired) <u>Union Pacific RR</u>		10b. Kind of Business or Industry <u>Rail Road</u>		11. BIRTHPLACE (State or foreign country) <u>Kentland, Ind.</u>	
13. FATHER'S NAME <u>Charles Frankenburger</u>		14. MOTHER'S MAIDEN NAME <u>no record</u>		12. CITIZEN OF WHAT COUNTRY? <u>USA</u>	
15. Was Deceased ever in U. S. Armed Forces? (Yes, no, or unknown) (If yes, give war or dates of service) <u>no</u>		16. Social Security No. <u>no</u>		17. INFORMANT Address <u>Mrs. Charles Frankenburger, Bentonville, Ark</u>	
18. CAUSE OF DEATH [Enter only one cause per line for (a), (b), and (c).] PART I. DEATH WAS CAUSED BY: IMMEDIATE CAUSE (a) <u>Uremia</u>				INTERVAL BETWEEN ONSET AND DEATH <u>10 days</u>	
Conditions, if any which gave rise to above cause (a), stating the underlying cause last. DUE TO (b) <u>600.0</u> DUE TO (c) _____				19. WAS AUTOPSY PERFORMED? Yes <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
PART II. OTHER SIGNIFICANT CONDITIONS Contributing to Death but Not Related to the Terminal Disease Condition Given in Part I(a) <u>Pyelonephritis, generalized arteriosclerosis</u>					
20a. ACCIDENT <input type="checkbox"/> SUICIDE <input type="checkbox"/> HOMICIDE <input type="checkbox"/>		20b. DESCRIBE HOW INJURY OCCURRED: (Enter nature of injury in Part I or Part II of Item 18.)			
20c. TIME OF INJURY Hour Month Day Year a.m. p.m.		20d. PLACE OF INJURY (e.g., in or about home, farm, factory, street, office bldg., etc.)			
20e. INJURY OCCURRED WHILE AT WORK <input type="checkbox"/> NOT WHILE AT WORK <input type="checkbox"/>		20f. PLACE OF INJURY (e.g., in or about home, farm, factory, street, office bldg., etc.)		20g. CITY, TOWN, OR LOCATION COUNTY STATE	
21. I attended the deceased from <u>2-24-1964</u> to <u>5-18-1966 (4:30 am)</u> her death occurred on the date stated above; and to the best of my knowledge, from the causes stated.					
22a. SIGNATURE (Degree or title) <u>Neil Gumpston M.D.</u>		22b. ADDRESS <u>Box 209, Bentonville, Arkansas</u>		22c. DATE SIGNED <u>5-20-1966</u>	
23a. Burial (Cremation, Removal) (Specify)		23b. DATE		23c. NAME OF CEMETERY OR CREMATORY	
24. FUNERAL DIRECTOR <u>Callison-McKinney F.H., Bentonville, Ark.</u>		25. DATE RECD. BY LOCAL REG. <u>5-19-66</u>		26. REGISTRAR'S SIGNATURE <u>James E. Bounds</u>	
27. EMBALMER - Signature (If Body Embalmed) <u>James E. Bounds</u>		LICENSE NUMBER <u>1273</u>		Form VS-476 JUL 1965 240000 ARK. PAT. CO.	

CERTIFICATE NOT LEGAL UNLESS IT BEARS STATE SEAL AND SIGNATURE OF STATE REGISTRAR.

THIS IS TO CERTIFY, That the above is a full, true and correct copy of the original certificate which is on file in this office and of which I am legal custodian. IN TESTIMONY WHEREOF, witness my hand and seal of office at Little Rock, Arkansas.

July 15, 1966  
State Registrar J. T. Holloway

Return - Little - Enfield

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435 124  
FILED FOR RECORD  
At 10:30 O'Clock 9 M.  
NOV 23 1971  
JOSEPHINE R. HEYLAND  
Clerk and Recorder  
BENTON COUNTY, ARK.

STATE OF ARKANSAS )  
                          ) ss        PROTECTIVE COVENANTS  
COUNTY OF BENTON )

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 6th day of July, 1966, a certain bill of assurances and protective covenants were adopted for all of the lands in Southern Hills Subdivision, according to the recorded plat thereof, in Plat Record "D" at Page 142, which bill of assurances and protective covenants were filed for record with the Circuit Clerk of Benton County, Arkansas, on July 18, 1966 and now appear in Deed Record 382 at Page 146, and

WHEREAS, since the adoption of said bill of assurances and protective covenants for Southern Hills Subdivision, the plat of said subdivision has been revised and all of the lands formerly in Southern Hills Subdivision are now shown in and included on the plat of Revised Southern Hills Subdivision as designated in Plat Record "D" at Page 27, and it is necessary that protective covenants be adopted covering all of the said lands according to the revised plat of the same, as recorded in Plat Record "D" at Page 27,

NOW, THEREFORE, we, the undersigned persons, being the owners of record of all of the lands in Revised Southern Hills Subdivision, a subdivision to the City of Siloam Springs, Benton County, Arkansas, according to the plat thereof as recorded and designated in Plat Record "D" at Page 27 on file in the office of the Circuit Clerk and Recorder of Benton County, Arkansas, do hereby cancel and declare to be null and void the bill of assurances and protective covenants heretofore adopted for Southern Hills Subdivision as shown in Deed Record 382 at Page 146, and desiring to establish and maintain the character of said subdivision as a residential neighborhood and maintain and protect the property levels in said subdivision through the regulation of type, size and placement of buildings, lot sizes, reservation of easements and prohibition of nuisances and other land uses that might affect the desirability of said subdivision as a residential area, do hereby adopt the following protective covenants, which shall apply to all of said lands shown on the plat of Revised Southern Hills Subdivision, as designated in Plat Record "D" at Page 27.

1. No lot shall be used except exclusively for residential purposes, and any home occupations are specifically prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height and private garage for not more than three cars. No trailers, mobile homes, tents, shacks or other outbuildings shall at any time be used as a shelter on any lot or erected, altered, placed or permitted to remain on any lot as a residence, either temporarily or permanently.
  
2. The ground floor, heated living area, of all dwellings, exclusive of porches, carports and garages, shall be not less than TWELVE HUNDRED (1,200) square feet for a one-story dwelling, nor less than ONE THOUSAND (1,000) square feet for a dwelling of more than one story. The use of concrete block or stucco for exterior walls of dwellings is specifically prohibited. Each dwelling shall have constructed in connection therewith, either an attached carport or a garage, either attached or detached.



3. The owners of each dwelling shall provide adequate off-street parking for each motor vehicle owned or controlled by the occupants of such dwelling. Each dwelling shall have constructed in connection therewith a concrete slab driveway of a minimum width of TEN (10) feet, running from the entrance of the garage or carport to the street.
4. All dwellings constructed on any of the lots in said subdivision shall face a street as shown and designated on the recorded plat of said subdivision.
5. 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 lines shown on the recorded plat of said subdivision. No building shall be located on any lot nearer than twenty-five (25) feet to the rear lot line. No building shall be located on any lot nearer than eight (8) feet to the side lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
6. The resubdivision of any lot covered by these covenants into smaller tracts for the sale for the purpose of construction of any building thereon, except for a garage or other outbuilding being constructed in connection with a dwelling located on an adjoining lot, is expressly prohibited.
7. No fences, except ornamental or decorative fences, shall at any time be erected or permitted to remain on any lot or along any lot line and fences of barbed wire, chicken wire or hog wire are specifically prohibited. No fence of any type, shall at any time, be constructed or permitted to remain on any lot which would in any way obstruct the view of the owners of adjoining lots, at a height above six (6) feet from ground level.
8. Easements for installations and maintenance of utilities and for drainage facilities are reserved as shown on the recorded plat of said subdivision. Within these easements, no structure, planting or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for that maintenance for which a public authority or utility company is responsible.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than FIVE (5) square feet, advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction or sales period.
11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, under or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. 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 are not a nuisance to the neighborhood; provided further, however, that any pets kept by the occupants of any dwelling in said subdivision, shall at all times be restrained, either by means of a pen or leash and shall not be allowed to run at large.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition at all times.

14. No individual water supply or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements of the city and state public health authority, and approval of such systems as installed shall be obtained from such authority.

15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any lot within ten feet from the intersection of a street property line, with the edge of a driveway. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 a line connecting them at points twenty-five (25) feet from the intersection of the street line. 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.

16. 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 thirty (30) years from the date these covenants are recorded, after which time, said 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 said subdivision has been recorded, agreeing to change said covenants in whole or in part.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 3rd day of November, 1971.

C. E. Elliff  
C. E. Elliff

Joy A. Elliff  
Joy A. Elliff

Donnis Turner  
Donnis Turner

Mary Turner  
Mary Turner



