

FILED FOR RECORD
PROTECTIVE COVENANTS AND RESTRICTIONS At O'clock M.

JAN 29 1958

State of Arkansas)
 County of Benton)

SHERMAN KINYON
 Clerk and Recorder
 BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

That we, C. H. Watson and Alta Watson, being the owners of all of the "Sundown Subdivision" (a part of Block Three (3) of Felker's Subdivision of the Southeast Quarter (SE $\frac{1}{4}$) of Section 11 in Township 19 North of Range 30 West, Rogers, Benton County, Arkansas) do hereby adopt and make the following restrictions and protective covenants which shall apply to said addition, and which are hereby made covenants running with the land, and, as such, shall be binding upon any purchaser of any lot in said addition, his heirs, personal representatives, grantees or assigns, as follows:

1. No lot shall be used except for residential purposes. 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 and one-half stories in height and a private garage for not more than two cars.

2. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 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 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. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story, provided, however, that on lots 17 to 26 inclusive the minimum construction cost of a residence shall be \$7,500.00 and the minimum floor area of the main structure shall be 750 square feet.

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 setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line, except that three (3) feet side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear 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.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

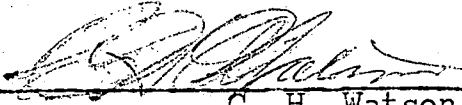
5. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an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

6. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any


ELI LEFLAR
 ATTORNEY-AT-LAW
 ROGERS, ARKANSAS

covenant either to restrain violation or to recover damages.

IN WITNESS whereof the undersigned have hereunto set their hands this January 29, 1958.



 C. H. Watson

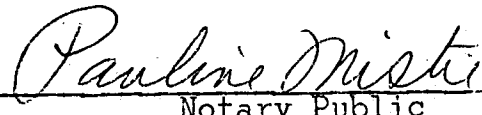


 Alta Watson

ACKNOWLEDGMENT

This day personally appeared before me, the undersigned Notary Public, C. H. Watson and Alta Watson, husband and wife, both to me well known, and stated that they had executed the above and foregoing instrument for the purposes and considerations therein set forth.

WITNESS my hand and seal as such Notary Public this January 29, 1958.



 Notary Public



My commission expires: 7-16-59