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BOOK 326 PAGE 167

FILED FOR RECORD

At 8 O'Clock *A* M.

R E S T R I C T I O N S

STATE OF ARKANSAS

DEC 29 1958

COUNTY OF BENTON

SHERMAN KINYON
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert C. McCurdy and Bernice McCurdy, husband and wife, and Alfred F. Glover and Jewell Glover, husband and wife being all the owners of Sunset View, Subdivision of Siloam Springs, Arkansas as recorded in Plat Record "C" Page 89 of the Plat Records in the Office of the Circuit Clerk and Recorder in Benton County, Arkansas, except Lot 1 in Block 1 and Lot 2 in Block 2 of said subdivision, do hereby adopt the following restrictions which shall apply to said subdivision, except Lot 1 in Block 1 and Lot 2 in Block 2 and which are hereby made covenants running with the land and which shall be binding upon any purchaser of any of the said Lots, his or her heirs, devisees, executors, administrators, successors, and/or assigns.

1. This instrument when signed shall be recorded in the Office of the Circuit Clerk and Ex Officio Recorder in and for Benton County, Arkansas, and shall be covenants running with the land without change, modification or amendment for a period of twenty (20) years from the date this instrument is filed for record, and thereafter unless the same is changed, modified or amended after said twenty (20) years by an instrument in writing, signed by a majority of the then owners of the property of said subdivision except Lot 1 in Block 1 and Lot 2 in Block 2.

2. All Lots herein described shall be used for residential purposes, and no residence shall be erected on this property for use for any other purpose than a dwelling house and other necessary and usual buildings, such as garage, which may be either attached or unattached to the residence.

3. No Lot shall have more than one residence built thereon and it shall be a single family residence and may be one story or two story in height.

4. No residence shall be erected or placed on any Lot which has a width of less than 62½ feet at the front property line.

5. The enclosed portion of any residence erected on any Lot in said subdivision shall not be nearer than 20 feet from the front property line or nearer than 5 feet from the side Lot line.

6. No commercial type buildings shall be constructed on any of the Lots herein described, except Lot 1 in Block 1 and Lot 2 in Block 2.

7. No barn, poultry house or other out houses shall be constructed on said premises.

8. No live stock or live poultry may be kept on the premises.

9. No old buildings shall be moved on any of the premises covered by these restrictions.

10. The ground floor area of a one story residence, exclusive of porches and attached garages shall be not less than 850 square feet, and the cost of labor and material on the construction of such residence shall not be less than \$7500.00.

11. Any person who violates any covenant herein or permits or caused any covenants to be violated shall forfeit to the person next preceeding in the chain of title the lot or Lots on which any violation occurred, and any owner of any Lot in said subdivision may institute legal proceedings either at law or in equity against the person or persons who violated or attempted to violate any covenant herein.

12. Should any of the provisions of this restrictive agreement be declared invalid such determination shall in no wise effect any of the other provisions of this agreement.

13. The violation of any of the provisions of this agreement shall not effect validity of any lien which may have been placed in good faith against any Lot or improvements thereon.

IN WITNESS WHEREOF, we have hereunto set our hands this the 16th day of December, 1958.

Alfred F. Glower
Jewell D. Glower

Robert C. McCurdy
Bernice McCurdy

STATE OF ARKANSAS
COUNTY OF BENTON ss ACKNOWLEDGMENT

Before me the undersigned, a Notary Public in and for the County of Benton and State of Arkansas, personally appeared Robert C. McCurdy

and Bernice McCurdy, husband and wife and Alfred F. Glover and Jewell Glover, husband and wife to me well known to be the persons who signed the above and foregoing instrument and acknowledged to me that they had executed the same as their free and voluntary act and for the uses and purposes therein set forth.

GIVEN under my hand and seal as Notary Public this 16th day of December, 1958.

Russell C. Glover
Notary Public

My Commission Expires: August 30, 1960

