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FILED FOR RECORD
At 8:45 O'clock A M.

BOOK 423 PAGE 206

JAN 7 1971

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

STATE OF ARKANSAS)
) ss DEED OF DEDICATION
COUNTY OF BENTON) AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That YANCEY DEVELOPMENT CORPORATION being the sole owner of the lands hereinafter described located in SYCAMORE HEIGHTS THIRD SUBDIVISION as recorded and designated in Plat Record K at Page 51 of the plat records in the office of the Circuit Clerk and Recorder of Benton County, Arkansas; for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title to the subdivision of said land hereinafter referred to as "tracts", do hereby impose the following restrictions, which are made covenants running with the land and which shall be binding upon any purchaser of any tract in said subdivision, his or her heirs, devisees, executors, administrators, successors and/or assigns; which restrictions shall be applicable only to the following described lots in said subdivision, to-wit:

Lots 1 thru 9 inclusive in Sycamore Heights Third Subdivision, Siloam Springs, Arkansas, as designated in Plat Record K at Page 51.

1. All tracts in said subdivision shall be used solely for residential purposes and no structure shall be erected on any of said tracts other than one, single family dwelling not to exceed two stories in height and garage for not more than two cars.
2. No building shall be erected on any building plot, whether a portion of one of the tracts above specified or one or more adjacent tracts, nearer than 75 feet to the front line of any building plot, or nearer than 50 feet to the side line of any building plot or nearer than 50 feet to the rear line of any building plot. All dwellings constructed on any of the above tracts shall face a street as shown on the recorded plat, and all buildings plots whether a portion of one of the tracts above specified or one or more adjacent tracts shall have frontage on a street as shown on the recorded plat.
3. No trailer, basement, tent, shack, garage, barn or other out-buildings erected on any tract shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted. Garage apartments are specifically prohibited.
4. The ground floor area of any residence, exclusive of porches, garages and any outbuilding, shall be not less than 1,200 square feet for a one-story dwelling, and not less than 1,000 square feet for a dwelling of more than one-story.
5. No house, buildings or structures of any type for the commercial raising of livestock, poultry or animals of any kind shall be erected or used upon the premises of any tract.
6. No structure previously used or any structure, new or used, which was constructed at a place other than upon the premises, shall be moved onto any tract or building plot.

Carl Banner

7. 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.

8. These covenants and restrictions are to run with the land and shall be binding on all owners, their successors or assigns, or persons claiming under them until January 1, 1986, at which time said covenants shall terminate.

9. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any other tract or tracts in said subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, for the purpose of preventing him or them from so doing or to recover damages for such violation.

10. 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.

DATED this 7th day of ~~April, 1970~~ ^{JANUARY, 1971.}



YANCEY DEVELOPMENT CORPORATION

By: *O. A. Yancey*
President

ATTEST:

Carl Bonner
Secretary

STATE OF ARKANSAS)
) ss ACKNOWLEDGEMENT
COUNTY OF BENTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, the within named O. A. YANCEY and CARL BONNER, to me personally well known, who stated that they were the President and Secretary of the YANCEY DEVELOPMENT CORPORATION, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purpose therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 7th day of ~~April, 1970~~ ^{JANUARY, 1971.}

