

Platt 211-79

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95-83273

FILED FOR RECORD
At 2:01 O'clock P.M.

**SYLVAN ACRES
PROTECTIVE COVENANTS AND RESTRICTIONS**

NOV 30 1995

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **ELSIE M. JONES**, herein called "Owner," and **JIM JONES CONSTRUCTION**, herein called "Developer" has caused certain lands owned by them to be platted into an addition known as Sylvan Acres to the City of Lowell, Benton County, Arkansas in Plat Book _____ at page _____; and

WHEREAS, Owner desires to provide for the use of the property for the highest of residential use and to restrict its uses as such:

NOW, THEREFORE, Owner hereby adopts the covenants stated herein and agrees that the stated covenants shall apply to all of the property now platted as Sylvan Acres, Benton County, Arkansas as covenants running with the land.

1. SCOPE OF APPLICATION

These covenants shall apply in their entirety to the area known and described as Sylvan Acres, Benton County, Arkansas as covenants running with the land.

2. LAND USE AND BUILDING TYPES

1. All lots in said subdivision shall be used exclusively for residential purposes, all dwellings to be single family; number of people residing at each household not to exceed six.
2. No dwelling shall be permitted on any of said lots unless the total heated floor area of such dwelling, exclusive of garage and porch areas, shall contain at least 1800 square feet; and the first floor area of any multi-level dwelling shall contain at least 1800 square feet.
3. No dwelling shall exceed two stories in height above the finished grade level.
4. No structure of a temporary nature, trailer, tent, shack, or barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
5. No inoperative vehicles of any nature shall be permitted to remain on any lot or lots for a period in excess of any part of three consecutive days. No vehicle, whether operative or inoperative, shall be parked on the street in front of any lot or lots in excess of any part of three consecutive days. As used in this paragraph day is defined as any one part of one 24 hour period.

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6. All private drives on said lot or lots connecting said lot or lots with the public streets shall be of concrete surface construction.
7. No obnoxious or offensive activities shall be carried on upon any lot within the Property, nor shall anything be done on any of said lots which may be or may become a nuisance to the neighborhood; whether a nuisance exists shall be determined by affirmative vote of two-thirds (2/3rds) of the owners of Sylvan Acres.
8. No owner of any lot within said tract shall allow garbage or other debris to accumulate on the property, but shall dispose of same at regular intervals so as to eliminate nuisance in the neighborhood.
9. No outbuilding shall be constructed on any lots within said tract which shall exceed 250 square feet in area, and such outbuildings so permitted shall be constructed so as not to detract from the general appearance of the neighborhood and shall be painted to duplicate the exterior trim of the main structure and shall have the same type of color of roof as the main structure. No sheet iron, tin, or metal shall be used for siding or roof or any part thereof. The roof must be of composition shingle, wood, or tile.
10. No vehicles may be parked overnight in the streets of this subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guests. Also, no semi-trailer trucks or commercial vehicles no larger than a light pick-up truck shall be allowed to park in said subdivision, either on the streets or on a privately owned lot.
11. No dwelling shall be built on any lot unless same has a two car attached garage. Carports shall not be permitted.
12. All dwellings must have cast aluminum mailboxes provided and paid for by builder.
13. All roof pitches must be of at least a 6/12 pitch with material to be architectural shingles.
14. All dwellings in said development must have at least 70% of total structure to be brick excluding garage door, windows, and entry doors.
15. Soffits and siding must be of a maintenance free material. Absolutely no T-111 siding permitted.
16. All front yards shall be sodded, with side and rear yards to be graded, seeded, and strawed at the builders expense.
17. No animals or livestock of any kind shall be raised, kept, or bred on any lots in said subdivision except that of dogs, cats or other household pets may be kept; provided they are not kept, bred, or maintained for any commercial purposes and provided that the same

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are not a nuisance to the neighborhood. No poultry of any kind shall be kept on any lot in said subdivision.

18. No commercial or private farming will be allowed on any lot. However, a back yard garden will be permitted when it is sized for the needs of the family occupying the lot. Such a garden shall be maintained so that it does not appear weedy, unkept and unsightly.

19. No lot shall be subdivided or reduced in size from the original plat.

20. No advertising signs, displays, or other media shall be permitted upon any lot in said subdivision, except that signs listing the premises for sale may be displayed, as permitted by applicable sign ordinances and regulations.

21. No fence shall be constructed on any lot in the area between the front building line of any dwelling and the front lot line of any lot. No fence on a corner lot shall be constructed more than 15 feet beyond the side setback line toward the street.

22. No communication mast, tower, or structure may be installed unless it shall be constructed behind a dwelling in the rear yard of any lot, with the uppermost point of any such equipment to not be more than two feet above the highest point of the roof of the dwelling. Satellite dishes shall be placed behind the dwelling in the rear yard inside and within the building setback lines for the side and rear yard.

23. The developer reserves the right to approve the design and placement plans for each residence and other building to be constructed on the property within the said subdivision. No construction of any kind shall begin prior to such approval by the developer. The developer shall provide such approval, or a list of required modifications to said plans within 15 days after their submission by the owner.

24. These covenants and restrictions are to run with the land and shall be binding on all parties, their heirs and assigns, for a period of 25 years from the date hereof. At any time within six months from the expiration period, the record owners of one-half or more of said lots in said subdivision may express their intention in writing, drafted so as to be recorded with the Registrar of Deeds, that they no longer care for these covenants, and the same shall then be terminated when such writing is recorded. In the event that no such action is taken, these covenants shall continue for periods of five years, and after any such five year period such covenants may be terminated in accordance with the terms for the original termination.

25. It is further provided that these Protective Covenants may be amended after the expiration time periods as set forth in the foregoing paragraph, either by adding to or taking from said Protective Covenants in their present form, provided that said amendment or amendments shall be incorporated in a written instrument executed by the record owners of not less than one-half of the lots in said subdivision, and which instrument shall be capable of being recorded and shall be recorded in the same

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manner as provided in the foregoing paragraph.

26. The foregoing covenants and restrictions may be changed or amended at any time, provided that said change or amendment is signed by two-thirds (2/3rds) of the record owners of all lots in said subdivision and properly recorded with the Registrar of Deeds of Benton County, Arkansas.

27. If parties herein or any of them or their heirs, assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other penalties for such violation.

28. Invalidation of any one of these covenants by judgment or court order shall, in no wise, affect any of the other provisions herein contained.

ACKNOWLEDGMENT

STATE OF ARKANSAS}

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Elsie M. Jones

COUNTY OF BENTON}

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County, aforesaid, duly commissioned and acting, ELSIE M. JONES and JIM JONES CONSTRUCTION, to me well known as the Owner in the foregoing Restrictive Covenants, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 23rd day of October 1995.

Shirley J. Chapman
Notary Public

My Commission Expires:

8-17-2002

