

OCT 25 1972

PROTECTIVE COVENANTS  
FOR  
TOWN AND COUNTRY ESTATES, BENTONVILLE, ARKANSAS

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

The undersigned, Joe R. Johnson and Marjorie L. Johnson, his wife,  
Sherman D. Crabtree and Mary P. Crabtree, his wife, being the owners of all of  
Town and Country Estates, Bentonville, Arkansas, do hereby establish and  
create the following protective covenants which shall apply to all lots as  
shown on the recorded plat of the above named subdivision.

1.

COVENANTS

A. 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 a one detached single family dwelling, each dwelling to have a private two car garage or carport for not less than two cars and may have one storage building and one building for household pets for each dwelling unit, except that a duplex or triplex may be constructed on Lots 1, 12, 21 and 32 if they have sufficient lot size to comply with the Bentonville Zoning laws now or hereafter in force. Each unit of a duplex or triplex shall have a one car garage or carport and each unit may have the above provided for detached buildings.

B. All buildings shall be constructed of quality materials and in a workmanlike manner.

C. No building shall have more than two and one-half stories. The heated ground floor space of all one story single family residence structures, exclusive of open porches, carports and garages, shall be not less than 1600 square feet and 1200 square feet of heated ground floor space on residence structures over one story.

D. Each single family residence shall have a minimum 16 foot driveway and each unit of a duplex or triplex shall have a minimum 10 foot driveway and the same shall be hotmix, or as good or better material and have a cement floor in the garage or carport.

E. No used or old building shall be moved onto any lot.

F. No lot shall be subdivided into smaller parcels than shown on the recorded plat, however, this shall not prohibit the subdividing of several lots where the final lengths and widths of the lot lines are equal to or greater than the minimum lot line widths and lengths as shown on the original recorded plat. Buildings shall be located in reference to side, rear and front yard lines as required by the subdivision zoning ordinances of the City of Bentonville at the time of construction of a dwelling on any lot (this

*Sherman Crabtree Box 343 Bentonville*

450 or 458

provision shall not apply to any dwelling constructed on more than one lot as to the center lot line dividing the two lots). No structure shall be nearer than 30 feet of a street.

G. All utilities shall be placed in the street in said Town and Country Estates.

H. 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. In this regard, no livestock or other commercially known farm animals may be kept or bred. Household pets may be kept, but not for breeding or commercial purposes. Structures for household pets may be constructed on a lot.

I. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

J. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and in accordance with City ordinances and Arkansas and Federal regulations.

K. All dwellings, upon completion, shall have connections to an approved septic tank or equivalent disposal system approved by State and City regulations.

## II

### GENERAL PROVISIONS

A. These covenants are to run with the land and shall be binding on all parties and on 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 ten 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 any part.

B. Enforcement may be by proceedings at law or in equity against all persons violating or attempting to violate any covenant, either to restrain violation or to recover damages by the owner of any property in the subdivision.

C. 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.

WITNESS our hands this 30th day of September, 1972.

Joe R. Johnson  
Marjorie L. Johnson  
Sherman D. Crabtree  
Mary P. Crabtree

ACKNOWLEDGMENT

STATE OF ARKANSAS

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 Joe R. Johnson and Marjorie L. Johnson, his wife, Sherman D. Crabtree and Mary P. Crabtree, his wife, to me well known as the subscribers to the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 30th day of September, 1972.

My Commission Expires:

April 2, 1975

Luella Johnson  
Notary Public

