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FILED FOR RECORD

At 11:05 O'clock A.M.

NOV 17 1978

JOSEPHINE R. HEYLAND

Clerk and Recorder  
BENTON COUNTY, ARK.

BILL OF ASSURANCE AND PROTECTIVE COVENANTS  
For All Lots in Township West Subdivision  
to the City of Centerton, Arkansas

WHEREAS, JOHN H. KEITH and VELMA KEITH, husband and wife,

are the record title owners of the following described real property:

Township West Subdivision to the City of  
Centerton, Arkansas; and

WHEREAS, the owners desire and intend to develop a residential  
housing addition in said Township West Subdivision and has caused said  
tract to be surveyed and platted into lots and streets and alleys; and

WHEREAS, it is in the best interest of the owners of said  
property, as well as prospective purchasers of said property, that the  
tract of land to be known as "Township West Subdivision to the City  
of Centerton, Arkansas" be subject to certain restrictions on use of said  
property as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and purposes  
above mentioned, the said JOHN H. KEITH and VELMA KEITH, husband and wife,  
declare the following reservations, covenants and restrictions which shall  
be for the use and benefit of and binding upon the present owners and  
their heirs and assigns and upon future owners of all lots locating in  
Township West Subdivision to the City of Centerton, Arkansas:

1. All streets and alleys shown on the plat of Township West  
Subdivision to the City of Centerton, Arkansas are hereby dedicated to the  
use of the public.

2. No building shall be erected, placed or permitted to remain  
on any lot within said subdivision other than a single family dwelling  
not more than one-story in height above ground and containing not less  
than 1,000 square feet of heated living space, and private garages for the  
occupant's vehicles and other outbuildings incidental to residential  
use of the lot, provided that no such outbuilding shall be larger than  
120 square feet.

3. No commercial building of any type or kind shall be erected  
nor shall any commercial activity be conducted on any lot located in  
said subdivision.

4. No fence, hedge row or similiar obstruction shall be  
constructed or planted which extends nearer to the front property line  
than the building which is constructed thereon and no building shall  
be constructed nearer to the front property line than the building  
set back line as reflected on said survey plat.

5. No animals, livestock or poultry of any kind shall be  
raised, bred or kept on any lot, except that dogs, cats or other house-  
hold pets may be kept provided they are not kept, bred or maintained  
for any commercial purpose.

Let John Keith Route 1 Bentonville Ark.  
72712

6. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

7. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to neighbors.

8. No carports shall be constructed on any of the lots within said subdivision.

9. No modular homes shall be constructed on any of the lots within said subdivision.

10. No junk, dismantled automobile or motor vehicle or parts thereof shall be stored or kept on any of the lots or streets within said subdivision.

11. All lots within said subdivision shall be kept clean of junk and debris.

12. These restrictions and covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date this instrument is 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 within said subdivision has been recorded, agreeing to change said covenants in whole or in part.

13. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any of these covenants, violators being subject either to restraint or to an action for damages.

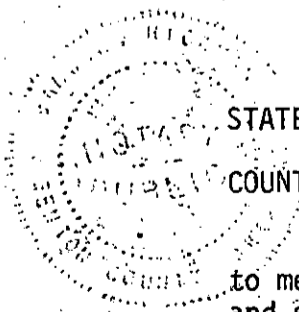
14. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 17 day of Nov, 1978.

John H. Keith  
JOHN H. KEITH

Velma Keith  
VELMA KEITH

ACKNOWLEDGMENT



STATE OF ARKANSAS )  
COUNTY OF BENTON )

On this day, personally appeared John H. Keith and Velma Keith to me personally known as the persons whose names are subscribed hereto, and stated that they had executed the same for the considerations and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public on this 17<sup>th</sup> day of November, 1978.

Barbara Dickman  
Notary Public

My commission expires:  
Sept. 2, 1979

FILED FOR RECORD

At 9:20 O'clock A M.

SEP 28 1981

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

CANCELLATION AND ABANDONMENT OF  
BILL OF ASSURANCE AND PROTECTIVE COVENANTS

For all lots in Township West Subdivision to the City of Centerton, Arkansas.

WHEREAS, Bill of Assurance and Protective Covenants for the following described real estate situated in Benton County, Arkansas to-wit:

all lots in Township West Subdivision to the City of Centerton, Subdivision  
were filed for record on the 17th day of November, 1978 at 11:05 a.m. with copies of said Covenants appearing in the Benton County Deed Record Book 535 at Page 181, and 182, and

WHEREAS, the undersigned are the owners of all the lots located in said Township West Subdivision, and

WHEREAS, the owners of all of the lots in Township Subdivision desire to vacate, cancel, abandon and waive the Bill of Assurance and Protective Covenants and further to put all parties who might buy lots from the owners whose signatures are set forth hereinbelow on notice that said Bill of Assurance and Protective Covenants have not been complied with in the development of said properties and have been cancelled.

NOW THEREFORE, in consideration of the mutual covenant of the owners, one as to the other, to forego enforcement, in law or equity, of the restrictions and covenants placed upon the lots located in Township West Subdivision to the City of Centerton, Arkansas, which restrictions and covenants were placed upon said lots under and pursuant to the provisions of a Bill of Assurance and Protective Covenants filed on the 17th day of November, 1978, at 11:05 a.m. a copy of which appears in the Benton County Deed Record Book 535

Return: McDroy Bank and Trust, One McDroy Plaza, Fayetteville Ark





ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 )SS  
COUNTY OF WASHINGTON )

On this 17<sup>th</sup> day of July, 1981, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Nathan Combs and J. T. McDonald, to me personally known, who stated that they were the President and Secretary of the Benton Development Company, a corporation, and were duly authorized in their respective capacity 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 purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17<sup>th</sup> day of July, 1981.

Jolene K. Shea  
Notary Public

My Commission Expires:

5-1-84

