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PLATT 211-149

BILL OF ASSURANCES AND PROTECTIVE COVENANTS
FOR WALNUT RIDGE PHASE I, A PLATTED ADDITION
TO THE CITY OF CENTERTON, BENTON COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as developer and owner of all the lots and blocks in Walnut Ridge Addition, Phase I, a platted addition to the City of Centerton, Arkansas hereby file the following Bill of Assurances and Protective Covenants with reference to buildings and lots in the plat of said addition now on file in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, said land being further described as follows:

A part of the West Half ($W\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section 33, Township 20 North, Range 31 West, in Benton County, Arkansas, and being more particularly described as follows:

Beginning at the Southwest (SW) Corner of the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of said section 33; thence North $00^{\circ}18'09''$ West 757.00 feet; thence North $89^{\circ}35'25''$ East 661.63 feet; thence South $00^{\circ}22'08''$ East 760.00 feet; thence South $89^{\circ}50'59''$ West 662.51 feet to the point of beginning, containing 11.53 acres more or less and being subject to public road right of way along the South and East sides thereof, and also subject to a 16.50 feet in width telephone cable easement along the South and West sides thereof.

1. No lot in said addition shall be used for other than single family residential purposes.
2. No dwelling shall be constructed on any lot or lots in the subdivision other than a single family dwelling not to exceed two stories in height, exclusive of basement.
3. No family dwelling shall be permitted on any lot or lots in the subdivision unless the total floor area of the main

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Clerk and Recorder
BENTON COUNTY, ARK

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structure, exclusive of open porches and garage shall be at least 1300 square feet in living area for single story dwellings, and 2000 square feet for multi-story dwellings. It being the intent of these covenants to assure that no dwelling shall be erected, which contains less than the minimum square feet of living area, as set out above.

4. Plans and specifications must conform to the requirements of the subdivision plat, deed restriction and construction standards of the developer. Prior to construction plans, exterior elevation of all size and specification must be approved by the developer in writing, to assure that the front street side of the dwelling shall have at least 50% masonry or stone construction.

5. All dwellings and structures located on the lots in said subdivision shall have at least 25 feet set back at front on all streets, 7 1/2 feet from side lot lines, and 20 feet from rear lot lines.

6. No building shall be erected or placed on any lot nor shall any existing structure be altered until the building plans and specifications and plot plan have been submitted to and approved by the developer.

7. Each residence, once building has commenced, shall be completed in not more than 12 months. Time for completion shall commence to run from the breaking of ground and shall end when the building has been complete and landscaping has been completed.

8. No dwelling, building, or other structure of a temporary nature shall be moved onto or used as a residence on any lot or

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lots in said subdivision at any time.

9. Each dwelling in said subdivision shall have a concrete driveway from the street to the garage, and shall have a concrete walk from the driveway to the front door of the residence.

10. No antennas, communication masks, tower structure or satellite dish will be permitted to be constructed in the front or side yard of any residence.

11. No animals or livestock of any kind shall be raised, kept or bred on any lot in said subdivision for commercial purposes. Dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial use or purpose, and provided further that same are not a nuisance to the neighborhood. No chickens of any kind shall be kept on any lot or lots in said subdivision. Pets shall be restricted to two of any one species.

12. No inoperative or junk motor vehicles or other vehicles shall be permitted to remain on any lot or lots or in any dedicated street within said subdivision for a period in excess of five (5) days. At no time will motor vehicles be allowed to be parked on said lots other than the driveway leading to and from the street to the garage. At no time shall any boat and trailer be permitted to park overnight in the front yard, side yard, driveway leading to and from the street. No motor vehicles shall be allowed to be parked on the residential street in the subdivision overnight other than special occasions, and then not more than five (5) days.

13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5)

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feet square, advertising the property for sale or rent, or signs used by the developer while the property is being developed.

14. No utilities shall be installed or erected above ground from the source to the residence.

15. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done on any lot or lots which may be or may become a nuisance to the neighborhood.

16. No clothesline, drying yards, garbage cans or wood piles shall be permitted, unless concealed from the residential street by hedges, lattice work or screening.

17. No unsightly growth shall be permitted to grow or remain upon the premises, and no refuse pile, unused motor vehicles or unsightly objects shall be allowed to be placed on or remain anywhere on the premises.

18. In the event that any owner of any property in the subdivision shall fail or refuse to keep the premises free from refuse piles, unused motor vehicles, or other unsightly or gross objects, then the developer may enter upon the lands and remove the same at the expense of the owner and such entry shall not be considered a trespass. In the event of such removal, a lien shall arise and be created in favor of the developer and against the owner's lot for the full amount chargeable to the lot; and that amount shall be due and payable within 30 days after the owner is billed for it.

19. No fences of any kind shall be constructed between the front building set back line and the curb. No plant, shrubbery,

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hedge or tree shall be planted on any corner lot that would create a traffic hazard.

20. Failure of any of the parties to exercise any of the options contained herein upon breach by any other party subject to these restrictive covenants shall not constitute a waiver of the party's right to exercise such option or rights upon future breach.

21. These covenants and restrictions are to run with the land and apply to the subdivision and shall be binding on all of the parties, their heirs and assigns for a period of twenty-five (25) years from the date hereof. At any time within six (6) months from the expiration period, a majority of the lot owners may express their intentions in writing, drafted so as to be recorded with the registrar of deeds that they no longer care for these covenants to be effective, and the same shall then be terminated. In the event no action is taken, these covenants shall continue for periods of five (5) years, and after any such five year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that these protective covenants may be amended after the expiration of the time. As set forth in this paragraph, either by adding to or taking from said protective covenant in their present form, provided such amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the then lot owners of said subdivision, and such instrument shall be subject to being recorded as above and referred to under the terms and conditions hereof.

22. If the parties hereto or any of them their heirs or

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assigns or any other person shall violate or attempt to violate any of these covenants or restrictions while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning an interest in any lot or lots in said subdivision to petition for an immediate restraining order and be entitled to their attorney's fees and court costs to be paid by the violator of any of the covenants and restrictions herein.

Frances Oberg
FRANCES OBERG

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting, Frances Oberg, to me well known, and stated that she had executed the above and foregoing document for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal this 15th day of February, 1995.

M. T. Jones
NOTARY PUBLIC

My Commission Expires:
April 19, 1999

