

535

SEP 9 1974

BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR PHASE I, WESTRIDGE SUBDIVISION

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

The undersigned, being all of the owners of property located in Phase I, Westridge Subdivision, being part of the East half of the SE 1/4 of Section 3, Township 19 North, Range 30 West, as shown in Plat Record "O" at Page 179, do hereby establish and create the following Bill of Assurances and Protective Covenants which shall apply to all lots in Phase I, Westridge Subdivision as shown on the recorded plat above-mentioned.

I.

COVENANTS AND ASSURANCES

A. Land Use and Building Type. 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 (1) detached single-family dwelling not to exceed two stories in height and a private garage or carport for not less than two cars. Lot 16, Block 1 is exempted from the provisions requiring a two-car garage or carport. One accessory storage building per lot shall be permitted, but the Developer's prior written approval shall be required in the same manner as specified in Paragraph B. hereof relating to the construction of a dwelling. Developer may remove this prior approval requirement as specified in Paragraph B. hereof.

B. Dwelling Quality and Size. No dwelling shall be permitted on any lot containing less than 1100 square feet of heated living space exclusive of porches, decks, carport and garage. No used or second-hand lumber shall be utilized in any construction. No used or old buildings shall be moved on any lot for any purpose. All plans and specifications concerning floor plan and exterior design of any dwelling or accessory building to be constructed upon the lots subject to these Bill of Assurances and Protective Covenants shall be submitted to the Developer, HOFCO, Inc., at least fifteen (15) days prior to the commencement of construction of same and the written approval of said Developer shall be required before commencement of construction. In this regard, it is the intention and purpose of the covenants contained in this paragraph to assure that all dwellings and accessory buildings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded and to assure that the exterior design of all dwellings and accessory buildings will be aesthetically compatible with the other dwellings and accessory buildings in the subdivision. The Developer, HOFCO, Inc., shall have the authority at any time to remove the requirement for advance submission and approval of plans and specifications by the recording of a duly executed Certificate so stating. Thereafter, said requirement shall no longer be necessary but nothing contained therein shall be construed to remove or release any other covenant contained in this instrument.

C. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat, if any are shown thereon. In any event, no building shall be located on any lot nearer than thirty (30) feet to the front line, or nearer than twenty-five (25) feet to any side street line. No building or permitted accessory building shall be located nearer than ten (10) feet to an interior lot line. (This provision shall not apply to any dwelling constructed on two lots as to the center lot line dividing the two lots). No dwelling shall be located on

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any lot nearer than twenty (20) feet to the rear lot line. All permitted accessory buildings shall be located in the rear yard of each lot and no such permitted accessory building shall be located on any lot nearer than ten (10) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building; provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No lot shall be subdivided into smaller parcels than shown on the recorded plat.

D. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

E. Nuisances. 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 commercial purposes.

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

G. Garbage and Refuse Disposal and Abandoned Vehicles, Appliances and Equipment. 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 equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No lot shall be used for the storage of abandoned vehicles, appliances or other equipment unless same is stored in an enclosed garage or storage building and removed from the visibility of the public.

H. Sewage Disposal. All dwellings, upon completion, shall have connections to city sewer.

I. TV Cable. When television cable antenna service is made available in the subdivision, all dwellings existing at that time and all subsequently constructed dwellings shall, within four (4) months after such service has been made available, or within four (4) months after completion of the subsequently completed dwelling, connect to such system and thereupon all previously existing rooftop or yard television antennas shall be removed within said 4-month period.

J. Fences. No yard fences shall be constructed on any lot from the area measuring from the back corner of the dwelling on said lot to the front lot line of said lot, unless such fence is decorative in nature, such as, but not limited to rock, brick, cedar, redwood or other type wood construction. There shall be no restrictions for fences on any lots measuring from the back corner of the dwelling on the lot to the rear lot line. If any easement area is fenced, an appropriate access to the easement area shall be provided or otherwise the lot owner shall fence said easement area at the risk of having the fence within the easement area removed without compensation.

Page Three of Bill of Assurances and Protective Covenants

K. Subdivision and Building Codes - City of Rogers, Arkansas. The subdivision and building codes of the City of Rogers, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in the subdivision. All dwellings and other improvements shall comply with said Ordinances as they exist on the date of such construction. Any conflict between such Ordinances and the provisions of this Bill of Assurances and Protective Covenants shall be resolved in favor of the more restrictive provisions.

II.

GENERAL PROVISIONS

A. Term. These Bill of Assurances and Protective Covenants are to run with the land and shall be binding upon all lot owners, parties and all persons claiming under them, for a period of twenty-five (25) years from the date these Covenants are recorded, after which time the Bill of Assurances and Protective Covenants shall be automatically extended for successive periods of ten (10) years. At any time and from time to time, the majority of owners of lots in the subdivision (each lot having one vote, even though there may be more than one owner of such lot and even though one owner may own more than one lot) shall have the authority to change, amend or rescind these Assurances and Covenants in whole or in part by an instrument signed by them and duly recorded.

B. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant, either to restrain violation or to recover damages.

C. Severability. 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 and seals this 7th day of September, 1974

Faye F. French
Faye F. French

Esther Hornack
Esther Hornack

Clare Jackson
Clare Jackson

Lois Brown
Lois Brown

H. O. French, Jr.
H. O. French, Jr.

R. S. Hornack
R. S. Hornack

Gary W. Jackson
Gary W. Jackson

ATTEST:

Eudella Barnes
Eudella Barnes, Secretary

ATTEST:

R. S. Hornack
R. S. Hornack, Vice-President

HOFCO, INC., an Arkansas corporation

By H. O. French, Jr.
H. O. French, Jr., President

CONSTRUCTION ASSOCIATES, INC., an Arkansas corporation

By G. T. Brown
G. T. Brown, President

(acknowledgments on next page.....)

Page Four of Bill of Assurances and Protective Covenants

ACKNOWLEDGMENTSTATE OF ARKANSAS)
COUNTY OF BENTON) SS.

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, H. O. FRENCH, JR., FAYE F. FRENCH, R. S. HORNACK, ESTHER HORNACK and LOIS BROWN, to me well known as parties in the foregoing instrument, and stated that they had executed the same for the uses, intents and purposes therein mentioned and set forth.

WITNESS MY HAND AND SEAL as such Notary Public this 7th day of September, 1974.

My commission expires:
12-1-76

Betty Ann Baker
Notary Public

ACKNOWLEDGMENTSTATE OF ARKANSAS)
COUNTY OF BENTON) SS.

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, GARY W. JACKSON and CLARE JACKSON, to me well known as parties in the foregoing instrument and stated that they had executed the same for the uses, intents and purposes therein mentioned and set forth.

WITNESS MY HAND AND SEAL as such Notary Public this 7th day of September, 1974.

My commission expires:
August 6, 1975

Eudella Barnes
Notary Public

CORPORATE ACKNOWLEDGMENTSTATE OF ARKANSAS)
COUNTY OF BENTON) SS.

BE IT REMEMBERED, That on this 7th day of September, 1974, before the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned, qualified and acting, appeared in person the within named H. O. FRENCH, JR. and EUDELLA BARNES, to me well known, who stated that they were the President and Secretary of HOFCO, INC., an Arkansas 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 foregoing instrument for the uses, intents and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 7th day of September, 1974.

My commission expires:
12-1-76

Betty Ann Baker
Notary Public

CORPORATE ACKNOWLEDGMENTSTATE OF ARKANSAS)
COUNTY OF BENTON) SS.

BE IT REMEMBERED, That on this 7th day of September, 1974, before the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned, qualified and acting appeared in person the within named G. T. BROWN and R. S. HORNACK, to me well known, who stated that they were the President and Vice-President of CONSTRUCTION ASSOCIATES, INC., an Arkansas 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 foregoing 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 7th day of September, 1974.

My commission expires:
12-1-76

Betty Ann Baker
Notary Public