

12.00

BILL OF ASSURANCES AND PROTECTIVE COVENANTS  
FOR  
WESTWOOD ESTATES, ROGERS, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, RYMAC PARTNERSHIP, herein called the "OWNER", is the owner of the following described lands in the County of Benton, State of Arkansas, to-wit:

Part of the Southwest Quarter (SW $\frac{1}{4}$ ) of the South-Quarter (SW $\frac{1}{4}$ ) of Section 15, Township 19 North, Range 30 West in Benton County, Arkansas, more particularly described as beginning at a point 420.22 feet West (N 87°16'48" W) of the Southeast corner of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; thence North 87°16'48" West 239.76 feet; thence North 01°05'00" East 659.75 feet; thence South 87°23'34" East 219.61 feet; thence South 87°11'02" East 218.81 feet; thence South 00°34'50" East 333.51 feet; thence North 87°14'44" West 199.97 feet; thence South 01°15'24" West 326.50 feet to the point of beginning, containing 5.162 acres, more or less, and subject to the right-of-way of Arkansas State Highway No. 94 along the South and fences as they exist.

WHEREAS, OWNER has caused the above-described lands to be surveyed, staked, platted, and subdivided into lots, Blocks, and streets, and has designated the same as Westwood Estates, an addition to the City of Rogers, Benton County, Arkansas.

NOW THEREFORE, the OWNER, for the purpose of providing an orderly development of the above-described real estate and in order to provide adequate restrictive covenants for the mutual benefit of themselves and their heirs, successors, and assigns, does hereby impose the following restrictions and reservations and create the following easements which shall be binding upon them, their heirs, successors, and assigns, to-wit:

1. USE: All lots shall be used for residential purposes only. Each lot shall:
  - a) Contain a minimum of 9000 square feet.
  - b) Have a minimum building set back line from each street any part of it faces of 30 feet.
  - c) Have a minimum set back line from the rear of the lot of 20 feet.
  - d) Have a minimum set back line from the sides of the lot of 10 feet.
  - e) Have a minimum 90 feet width at the building set back lines.

FILED FOR RECORD  
At 9:19 O'clock A M

NOV 13 1989

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK

R> Dick McDelland  
J+M Bank PO Box 250  
Rogers Ark

35953

- f) Be used exclusively for detached single family homes.
- g) Otherwise conform to the zoning requirements for R1 acres as defined by the City of Rogers Zoning Code as it now exists.
- h) Remaining one lot and shall not be subdivided into more than one lot.
- i) No portion of any lot shall be used as a garden plot unless an occupied dwelling also sits on said lot.

2. BUILDINGS: No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height with a private attached garage. Each dwelling shall:

- a) Have a minimum of 2000 square feet, excluding the garage area, of heated living space.
- b) Have a garage with one 16 foot wide door or two 8 foot wide doors or two 9 foot wide garage doors.
- c) No garage area shall ever be converted into a living room.
- d) Be of new construction.
- e) Have at least a 12 foot wide concrete or asphalt driveway connecting the garage to the street.
- f) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of the external design with existing structures and as to locations with respect to topography and finish grade elevation. The Architectural Control Committee is established, composed and governed by the property owners committee of Westwood Estates.

No mobile homes shall be allowed in the subdivision. No building of any description shall be moved from any other location to any lot in this subdivision.

3. FENCE OR WALL LOCATION: No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the building line as shown on the plat of the subdivision. All fences shall be constructed of wood. No weld wire, barbed wire, web wire, poultry netting, or other farm type fencing shall be allowed.

4. EASEMENTS: Easements for installation and maintenance of utilities are reserved as shown on the recorded plat of the subdivision, and 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 or which may obstruct

or retard the flow of water on said easements. The easement area of each of said lots shall be maintained continuously by the owner of the lot except for those improvements on said easements for which a public authority or public utility is responsible.

5. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than one square foot in area stating the name and/or address of the residents of the lot, and further except one (1) sign of not more than five square feet in area advertising the property for sale or for rent, or such signs used by a builder to advertise the property during construction and sale.

6. GENERAL RESTRICTIONS:

a) No obnoxious or offensive activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

b) No animals or livestock of any kind shall be raised, bred, or kept on any lot or lots except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose, and no poultry house shall be erected on any of said lots.

c) No inoperable motor vehicle shall be allowed on any street, driveway or lot for more than fourteen (14) days.

d) No trailer or mobile home, shack or barn shall be erected on any lot. One out building used for storage purposes is permitted and may be stick built or portable, but not larger than 10 foot x 12 foot with a maximum wall height of 8 foot. This out building must have asphalt, fiberglass, or wood shake shingles with brick or wood siding which is consistent or similar to the motif of the residential structure. Metal roofs and/or metal buildings are specifically prohibited.

e) No motor vehicle shall be allowed to stand on any street in excess of forty-eight (48) hours at any one time.

f) No vehicle shall be parked in the street of the subdivision on any regular basis. Owners shall park in their respective driveways or paved parking pad.

g) Satellite television dishes are specifically prohibited.

h) No trash or other refuse shall be dumped or thrown on any lot. All trash or other refuse shall be disposed of promptly in a manner consistent with the requirements of the City of Rogers, Arkansas.

i) Grass, weeds, and other vegetation shall be kept mowed and cleared at regular intervals so as to keep each lot neat and attractive. Grass and weeds must be kept to a height of 12 inches or less.

7. TERM AND AMENDMENT: These covenants and restrictions are to run with the land and shall be binding on all subsequent owners of the lots,


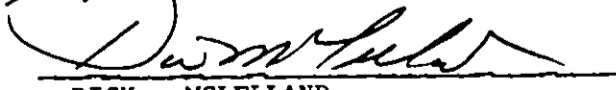
their heirs and assigns, for a period of twenty-five (25) years from the date hereof. If at any time within six (6) months before the expiration period, a majority of the lot owners express their intentions in writing, drafted so as to be recorded at the Registrar of Deeds, that they no longer care for these covenants, then the same shall be terminated. In the event that no such action is taken, these covenants shall continue for periods of five (5) years and at the end of any such five (5) year period, the said covenants may be terminated in accordance with the terms stated above. It is further provided that these protective covenants may be amended at any time after the expiration of twenty-five (25) years either by adding to or taking from these protective covenants in their present form, provided that such amendment or amendments shall be incorporated in a written instrument executed by not less than a majority of the lot owners of the subdivision and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof. It is further provided that these covenants and restrictions may otherwise be amended at any time provided that such amendment or amendments are set forth in an instrument properly executed by all persons having a right, title or interest in the lots of this subdivision and properly recorded with the Registrar of Deeds.

8. ENFORCEMENT: If the parties herein or any of them or their heirs or 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 an interest in any lot or lots in the subdivision to prosecute any action at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing or to recover damages or other penalties for such violation, or both.

9. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provision herein contained.

10. DEDICATION: The OWNER further dedicates to public use forever the easements and rights of way as shown and designated on the plat of the subdivision for the several purposes of construction, maintaining, operating, repairing, removing, and replacing any and all public utilities including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, together with all fittings and equipment for each of such facilities including the poles, wires, conduits, pipes, valves, meters, and any other appurtenances thereto with the right of ingress and egress upon said easements and rights of way for the uses and purposes of aforesaid together with similar rights in each and all of the streets and alleys shown on the plat of the subdivision.

WITNESS my hand this 1 day of June, 1989.

  
KENT RILEE  
  
DICK MCLELLAND

STATE OF ARKANSAS )  
                          )ss  
COUNTY OF BENTON

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, KENT RYLEE and DICK MCLELLAND, partners, as OWNER in the foregoing BILL OF ASSURANCES AND PROTECTIVE COVENANTS, 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 on this 1st day of June, 1989.

MY COMMISSION EXPIRES:



Lawrence Pomeroy  
NOTARY PUBLIC