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Sheet No. 1...

Deed Record

PROTECTIVE COVENANTS  
FOR

LOTS 1 THROUGH 19 INCLUSIVE; CALLAHAN HEIGHTS  
SUBDIVISION, BENTON COUNTY, ARKANSAS

FILED FOR RECORD  
At 2:35 O'clock P.M.  
SEP 10 1974  
JOSEPHINE R. HEYLAND  
Clerk and Recorder  
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of Lots 1 through 19 inclusive in the Callahan Heights Subdivision, Rogers, Benton County, Arkansas, do hereby establish and create the following covenants, which shall apply in their entirety to all the above listed lots in said addition and which shall be binding upon all heirs, successors and assigns and which shall run with the land for a period of 25 years from this date, at which time they shall automatically be extended for successive periods of ten (10) years, unless by vote of the majority of the owners of the said lots it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or addition to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues from such violation. 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.

COVENANTS

1. All lots shall be used only for residential purposes and no structure shall be erected on any residential building lot other than for residential use or uses incidental thereto.
2. No existing building shall be moved into the said addition for use as a residence. No trailer, basement, tent, shack garage

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Wm. C. Callahan  
850 Callahan Dr.  
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or other outbuilding shall be used as a residence temporarily or permanently, except storm or bomb shelters.

3. Lot 1 has been designated for a multi-family type dwelling and the ground floor area of each unit, exclusive of one storey open porches and garages, shall be not less than 800 square feet per unit of one storey, and not less than 500 square feet per unit of more than one storey, with a minimum of two units and a maximum of four units to be constructed on Lot 1. No dwelling or residential accessory building (garage, carport, storage, etc.) shall be erected closer than 7½ feet of any side property line or 10 feet from rear property line of Lot 1.

4. On Lots 2 through 19 inclusive, the ground floor area of the main structure, exclusive of one storey open porches and garages, shall be not less than 1400 square feet for a dwelling of one storey, and not less than 1000 square feet for a dwelling of more than one storey. A split level dwelling under these regulations shall be assigned to a one storey dwelling. No dwelling or residential accessory building (garage, carport, storage, etc.) shall be erected closer than 10 feet of any side or rear property line on Lots 2 through 19 inclusive.

5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done there which may become an annoyance to the neighborhood.

6. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be maintained and operated in a clean and sanitary manner and in accordance with City and State regulations.

7. No animals, livestock or poultry of any kind shall be raised, bred, kept on any lot, except that dogs, cats or other

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household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

8. No individual sewage disposal system shall be permitted.

IN WITNESS WHEREOF, these covenants are hereby executed this 5th day of June, 1974.

*William E. Callahan*

William E. Callahan

*Ingrid C. Callahan*

Ingrid C. Callahan

\*\*\*\*\*  
STATE OF ARKANSAS)  
COUNTY OF BENTON )

Be it remembered, that before me, a Notary Public, duly commissioned, qualified, and acting, within and for the State and County aforesaid, appeared William E. Callahan and Ingrid C. Callahan known to me to be the persons who affixed their hands herein above, and did acknowledge that they had done so for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 5th day of June, 1974.

*Adrian Joyce Faulkner*  
NOTARY PUBLIC

My Commission Expires: 6-28-76

