

2004 17476
Recorded in the Above
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04-28-2004 04:12:51 PM
Brandi Deshields-Circuit Clerk
Benton County, AR

BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR BATTLEFIELD
ESTATES SUB-DIVISION TO THE CITY OF PEA RIDGE, ARKANSAS.

KNOW ALL MEN THESE PRESENTS:

That Baker & Hayes LLC, subdivider and owner of all the lots and in Battlefield Estates, a subdivision of the City of Pea Ridge, Benton County, Arkansas, hereby enters the following Bill of Assurances and Protective Covenants with reference to buildings and lots in the said Subdivision now on file in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

1. No lot in said Subdivision shall be used except for residential purposes
2. No dwelling shall be constructed upon a lot of said Subdivision other than a dwelling not to exceed two stories in height.
3. No single family dwelling shall be permitted on any lot or lots in Subdivision unless the total floor living area of the main structure, exclusive of open porches and garages, is at least 1,700 square feet in area. 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 above. Baker & Hayes LLC are to approve all plans.
4. One hundred (100%) percent of the exterior wall of any dwelling's main floor erected on any lot shall be covered by brick veneer, stone, or other comparable masonry material. Window and door openings shall not be considered as a part of the area of the exterior walls of such dwelling. Siding will be allowed in gables, and small areas not conducive for brick, not to exceed fifteen (15%) percent. No 4 foot by 8 foot sheet siding shall be allowed. Exterior color's should be in good taste and will require approval from Baker & Hayes LLC. If other than white or earth tone shades are used. The required minimum roof pitch will be 8/12. Architectural shingles are the required roof covering.
5. All dwellings and structures located on the lots in said Subdivision shall be in compliance with the minimum setback requirements of the City of Pea Ridge, Arkansas ordinances.
6. No inoperative or junk motor vehicle or other vehicle shall be permitted to remain upon any lot or lots on any public street in said Subdivision for a period in excess of 5 days. No boat or recreation vehicles are to be stored on lot unless housed in garage.
7. No obnoxious or offensive activity shall be allowed upon any lot nor shall anything be done on any lot or lots which may be or become a nuisance to the neighborhood.

8. No structure of any temporary character, trailer, basement, tent, shack, barn, mobile home or outbuilding may be constructed on any lot in said Subdivision, provided it conforms to the look of the house on said lot.
9. No dwelling, or other structure of any nature shall be moved onto any lot in said subdivision, however a small outbuilding may be constructed on any lot in said Subdivision, provided it conforms to the look of the house on said land.
10. Mailboxes must be made of brick or cast aluminum. Address numbers must be engraved stone appropriately inset into dwelling or ceramic tile lighted numbers with adequate size to meet City of Pea Ridge requirements and to be visible from the street. Front and side yards must be sodded. No chain link fence shall be permitted and no fence shall exceed six (6) feet in height.
11. Each dwelling in said Subdivision shall have a concrete drive connecting garage of said dwelling to the street, said drive being of adequate width to accommodate two automobiles in total. No dwelling except with attached two car garage shall be constructed.
12. No communication mast, tower, or structure of any kind may be installed except miniature direct TV dish less than 24 inches in diameter: of which must be installed on the back of the dwelling and no higher than 12 feet from the ground.
13. No animals or livestock of any kind shall be raised, or bred on any lots in said Subdivision except common household pets, provided they are not a nuisance to the neighborhood. No poultry of any kind shall be kept in any lots in said Subdivision.
14. Between the building setback line and the curb there shall be no fence of any kind. No plant, shrubbery, hedge, tree, or other fructus naturals shall be planted on any corner lot intersection where said fructus naturals would create a traffic hazard.
15. These covenants and restrictions are to run with the land and apply to this Subdivision and shall be binding upon all parties, their heirs, and assigns, for a period of twenty-five 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 intention 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 that no such action is taken, these covenants shall be continued for a period of five years, and after any such five year period, said covenants may be terminated in accordance with the terms of the original termination. It is further provided that these protective covenants may be amended after the expiration time period as set forth in this paragraph, either by adding to or taking from said protective covenants in their present

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form, provided that said amendments shall be incorporated in a written instrument executed by not less than a majority of the lot owners of said Subdivision, and which instruments shall be capable of being recorded as above referred to under the same terms and conditions thereof.

- 16. It is further provided that these covenants and restrictions may be amended at any time provided that said amendment or amendments are set forth in an instrument properly executed by all parties having any right title or interest in the lots of said Subdivision and properly recorded with the Registrar of Deeds.
- 17. If the parties herein or any of them or their heirs or assigns or any other person 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 owing any interest in any lot or lots in said Subdivision to prosecute any proceeding at law or in equity against the person or persons in violation or attempting to violate or recover damages or other penalties for such violation.
- 18. Invalidation of any one of these covenants by judgment of Court Order shall in no way effect any of the other provisions herein contained.

SUBDIVIDE and DEVELOPER of BATTLE FIELD ESTATES LLC

OWNER – Gene Baker Gene Baker Date 4-13-04

Tom Hayes Tom Hayes Date 4-13-04

William Watkins Date 4-13-04

Notary Public Seal
Commission Expires, Date

William Watkins
Notary Public, State of Arkansas
Pulaski County
My Commission Expires: 01/13/05

Book/Pg: 2004/17478
Term/Cashier: CIRCLK04 / SHHite
Trans: 1712.56317.149977
Recorded: 04-28-2004 16:13:23
DEF. Fee
REC. Recording Fee
Total Fees: \$ 14.00
14.00
0.00

Benton County, AR
I certify this instrument was filed on
04-28-2004 04:12:51 PM
and recorded in Deed Book
2004 at Pages 17476 - 17478
Brenda Deshields-Circuit Clerk