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FILED FOR RECORD
AT 4:15 O'Clock P. M.

PROTECTIVE and RESTRICTIVE CONVENANTS

of

WESTERN ESTATES ADDITION
UNIT NO. 1

FEB 27 1967

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

I, Lester Austin, being the owner of the Western Estates Addition, Unit No. 1, and having made and dedicated such addition, for the purpose of providing an exclusive residential area, pleasant living conditions and for establishing and maintaining a general plan and building scheme uniform over the entire addition for the protection and benefit of all owners of any lots in said addition, do promise, covenant and agree that the covenants and restrictions hereinafter set forth shall run with each and every part of the land herein described and shall be binding upon the party to this agreement and any purchasers of any part of the land, their heirs and assigns, and upon any person or persons who may use or occupy any part of the hereinafter described land by any purpose. Such property being all of Western Estates Addition, Unit No. 1, described as follows:

A part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 19 North, Range 33 West, in Benton County, Arkansas; more particularly described as follows:

Beginning at a point S 89° 54' E 14.50 feet from the Southwest Corner of said NW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 11; thence S 89° 54' E 1260 feet; thence North 350 feet; thence N 89° 54' W 1260 feet; thence South 350 feet to the point of beginning, containing 10.12 acres, more or less.

Crafton & Zull
P.O. Box 205 - Rogers, Ark.

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It is agreed that such land heretofore described and each lot in said addition shall be burdened with the following covenants which shall run with the land and which covenants are as follows to-wit:

1. **LAND USED 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 one detached single-family dwelling not to exceed one and one-half stories in height, and a private garage for not more than two cars.

2. **DWELLING QUALITY AND SIZE:** The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eight hundred (800) square feet for a one story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story.

3. **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 building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five feet (25) to the front lot line, or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located sixty (60) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. R₀-subdivision will not be permitted.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than eighty (80) feet as a minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than twelve thousand (12,000) square feet.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet to each lot. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, 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.

6. NUISANCES: No noxious or offensive activity shall be carried upon any lot, nor shall any thing be done thereon which may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of no more than five square feet advertising the property for sale or rent, or signs by a builder to advertise the property during the construction and sales period.

9. OIL AND MINING OPERATIONS: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot, No derrick or other structure design for use in boring oil or natural gas shall be erected, maintained or permitted upon any lot.

10. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

11. SIGHT DISTANCE AT INTERSECTION: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-lines limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

12. TERM: These covenants are to run with the land and shall be binding on all parties, any, all persons, claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for the successive periods of ten (10) years unless an instrument signed by a majority of then owners of the lots has been recorded agreeing to change said covenants, in whole or in part.

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13. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person, or persons violating or attempting to violate any covenant either to restrain violations or recover damages.

14. SPECIAL USE RESTRICTIONS: Lots are to be used solely for residential purposes, accessory uses of any lot or residence for such as wholesale or retail businesses, home occupation business, or business offices are specifically prohibited.

15. SEVERALTY: Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Lester Austin

Pat Austin

State of Arkansas
County of Benton

Subscribed and sworn before me this day of February 21, 1967.

Joe B Johnson
Notary Public

My commission expires July 18, 1970.

