

OCT 22 1997

BILL OF ASSURANCES AND PROTECTIVE COVENANTS
for
EAGLES NEST II
Subdivision to the County of Benton,
Arkansas

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

That C&C Partnership as subdivider and as owner of all lots and blocks in Eagles Nest II Subdivision, Benton County, Arkansas, hereby enter the following Bill of Assurances and Protective Covenants with reference to buildings and lots in the said plat of 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 and all home occupations are strictly prohibited.
2. No dwelling shall be constructed upon any lot or lots 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 of said Subdivision unless the total floor area of the main structure, exclusive of open porches and garages or carports shall be at least 1,000 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 of square feet of living area as set forth above.
4. Plans and Specifications must be presented to the City of Gentry prior to commencing construction.
5. The exterior walls of all dwellings shall be of not less than 30% masonry construction of either rock, stone or brick. The use of concrete blocks or stucco on dwellings is specifically prohibited.
6. All dwellings and structures located on the lots in said Subdivision shall be located in conformity with the setback requirements of the City of Gentry, Arkansas Ordinances and in accordance and conformity with the setback lines shown on the recorded plat.
7. No inoperative or junk motor vehicles or other debris shall be permitted to remain upon any lot or lots or in any public street in said Subdivision of a period in excess of 10 days.
8. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done on any lot or lots which may be or may become a nuisance to the neighborhood.
9. No structure of a temporary character, trailer, basement, tent, shack, barn, mobile home, or outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
10. Any outbuilding constructed on any lot or lots in said Subdivision shall be of a permanent nature and shall have been permitted by the City of Gentry. The building shall be of the same design, shall have the same roof material and exterior trim and shall have the same percentage of masonry construction for its exterior walls as the dwelling constructed on such lot.
11. No dwelling, building or other structure of any nature whatsoever shall be moved onto any lot or lots in said Subdivision.
12. Each dwelling in said Subdivision shall have a concrete drive connecting the garage of said dwelling to the street, said drive being of adequate width to accommodate one automobile. No dwelling except with attached one car garage, 260 square feet minimum, shall be constructed.

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13. Rear fences shall be erected along the lot line, which will be located by the developer. Fences shall be constructed of material designed for the purpose and fences of barbed wire, chicken wire or hog wire are specifically prohibited.
14. No animals or livestock of any kind shall be raised, kept, or bred on any lots in said subdivision except that dogs, cats, or other household pets may be kept, provided that are not kept, bred or maintained for any commercial purpose, and provided that same are not a nuisance to the neighborhood. No poultry of any kind shall be kept on any lot in said Subdivision.
15. No fences which would obstruct free vision or movement of air shall be erected from the front of any dwelling to or between the street. Ornamental or decorative fences only are allowed in the front of the dwelling. No plant, shrubbery, hedge, tree, or other fructus naturales shall be planted on any corner lot intersection where said fructus naturales would create a traffic hazard.
16. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition at all times.
17. Easements for the installation and maintenance of utilities and for drainage facilities are reserved as shown on the recorded plat of said subdivision. Within these easements, no structures shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of 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 shall be maintained continuously by the owner of the lot, except for that maintenance of which a public authority or utility company is responsible.
18. These covenants and restrictions are to run with the land and apply to this subdivision and shall be binding upon all the parties, their heirs, and assigns, for a period of Twenty-five (25) 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 be terminated. In the event that no such action is taken, these covenants shall continue for periods of five years, and after any such five year period, said 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 form, provided that said amendment or amendments shall be incorporated in a written instrument executed by not less than a majority of the lot owners of said Subdivision, and which instrument shall be capable of being recorded as above referred to under the terms and conditions thereof.
19. 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 or said Subdivision and properly recorded with the Registrar of Deeds.
20. 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 and restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions and to either prevent him or them from so doing or to recover damages or other penalties for such violation.

21. Invalidation of any one of these covenants by judgement or Court order shall in no wise affect any of the other provisions herein contained.

IN WITNESS HEREOF, C & C Partnership, Donald L. Cox and Melvin H. Cox have executed this instrument on this, the 20 day of October, 1997.

Donald L. Cox
Donald L. Cox

Melvin H. Cox
Melvin H. Cox

STATE OF ARKANSAS)
) ss
COUNTY OF BENTON)

BE IT REMEMBERED, that on this day came before the undersigned, notary public within and for the State and County Aforesaid, duly commissioned and acting, Donald L. Cox and Melvin H. Cox partners in C & C Partnership, that they are duly authorized to execute the foregoing instrument for and in the name and behalf of said partnership, and further acknowledge 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 20 day of October, 1997.

Gail J. Henline
Notary Public

Commission Expires:

6-27-2004

