

5.03

BOOK 518 PAGE 160

FILED FOR RECORD

At 10:25 o'clock A.M.

OCT 14 1977

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

STATE OF ARKANSAS)
COUNTY OF BENTON) ss PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Gary E. Adolf and Marsha L. Adolf, husband and wife, being the owners of all of the lands in Villa View Estates, a subdivision of Benton County, Arkansas, according to the plat thereof as recorded and designated in Plat Record 5 at Page 236 of the plat records on file in the office of the Circuit Clerk and Recorder of Benton County, Arkansas, desiring to establish and maintain the character of said subdivision as a residential neighborhood and maintain and protect the property value levels in said subdivision through the regulation of type, size and placement of buildings, lot sized, reservation of easements, and prohibition of nuisances and other land uses that might affect the desirability of said subdivision as a residential area, do hereby adopt the following protective covenants which shall apply to that part of the lands in Villa View Estates described as follows:

The NW¼ of the NW¼ of Section 36, Township 18 North, Range 34 West, Benton County, Arkansas, more particularly described as all of Lots 1 through 16 inclusive in Villa View Estates as recorded and designated in Plat Record 5 at Page 236 of the plat records of Benton County, Arkansas.

1. All lots shall be used exclusively for residential purposes, and all commercial uses and any and all home occupations are specifically prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed three (3) stories in height and private attached garage or carport for not more than three (3) cars. No trailers, mobile homes, tents, shacks or other outbuildings shall at any time be used as a shelter on any lot or erected, altered, placed or permitted to remain on any lot as a residence, either temporarily or permanently.
2. The heated living area of all dwellings, exclusive of porches, carports and garages, shall be not less than One Thousand Five Hundred square feet. The use of concrete block or stucco for exterior walls of dwellings is specifically prohibited. Each dwelling shall have constructed in connection therewith either an attached carport or garage.
3. The owners of each dwelling shall provide adequate off-street parking for each motor vehicle owned or controlled by the occupants of such dwelling. Each dwelling shall have constructed in connection therewith a concrete slab driveway of a minimum width of sixteen (16) feet running from the entrance of the garage or carport to the street.
4. 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. For the purposes 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.
5. The resubdivision of any lot covered by these covenants into smaller tracts for sale for the purpose of construction of any building thereon, except for a garage or other outbuilding being constructed in connection with a dwelling located on an adjoining lot, is expressly prohibited.

Don Davis Realtors 620 So. Mt. Olive S.S.

6. Privacy fences may be constructed only behind any residential structure. Ornamental or decorative fences may be erected or permitted to remain on any lot or along any lot line and fences of barbed wire, chicken wire or hog wire are specifically prohibited.
7. Easements for installation and maintenance of utilities and for drainage facilities are reserved as shown on the recorded plat of said subdivision. 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 change the direction of 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 for which a public authority or utility company is responsible.
8. All utility service lines to each dwelling, including but not limited to electrical, television and telephone service, shall be located and constructed underground.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period. This covenant shall not be deemed to prevent the developer from placing signs with the name of the subdivision thereon at or near the entrances to said subdivision.
11. No oil or water drilling, oil or water development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall water or oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, under or in any lot. No derrick or other structure designed for use in boring for oil or water or natural gas shall be erected, maintained or permitted upon any lot.
12. No animals, insects, 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, and are not a nuisance to the neighborhood; provided further, however, that any pets kept by the occupants of any dwelling in said subdivisions shall at all times be restrained either by means of a pen or leash, and shall not be allowed to run at large; and provided further, that there shall be permitted only two (2) dogs and two (2) cats per family per lot.
13. 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.
14. No individual water supply or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements of the state public health authority, and approval of such systems as installed shall be obtained from such authority. If a water or sewage pipeline is provided by the developer, it must be utilized by a lot owner.
15. All lots must be maintained in a presentable condition at all times and be kept mowed. There shall be no removal of existing trees greater in diameter than six inches (6") one for (1') from the ground other than those trees which will interfere with the construction of a residence or those trees removal of which is necessary for the construction or maintenance of utilities.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

17. 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.

IN WITNESS WHEREOF, the said Gary E. Adolf and Marsha L. Adolf, husband and wife, set their hands and seals on the 14th day of October, 1977.

Gary E. Adolf
Gary E. Adolf

Marsha L. Adolf
Marsha L. Adolf

STATE OF ARKANSAS)
) ss ACKNOWLEDGMENT
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, Gary E. Adolf and Marsha L. Adolf, husband and wife, to me well known as the parties to the above and foregoing Protective Covenants, and stated that they had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal as such notary public this 14th day of October, 1977.

My Commission Expires:

9-8-80

Notary Public

Yvonne L. Little

700

FILED FOR RECORD
At 3:45 O'Clock P.M.

PROTECTIVE COVENANTS AS AMENDED

OCT 17 1979

STATE OF ARKANSAS)
)SS
COUNTY OF BENTON)

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

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of all of the lands in Villa View Estates, Subdivision of Benton County, Arkansas, according to the plats thereof as recorded and designated in Plat Record S at Page 236 of the Plat Records on file in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas desiring to amend the Protective Covenants of Villa View Estates as established herein by Protective Covenants dated the 14th day of October, 1977, and filed of record on the 14th day of October, 1977, at 10:20 a.m., which Covenants appear in the Benton County Deed Record Book 519 at Pages 159, 160, and 161 do hereby reaffirm and readopt the following Protective Covenants as amended which shall apply to the following described real estate situated in Benton County, Arkansas:

Lots One through Sixteen inclusive of Villa View Estates, Siloam Springs, Benton County, Arkansas, as shown in the Plat Record S at Page 236, all being situated in Benton County, Arkansas.

1. All lots shall be used exclusively for residential purposes, and all commercial uses and any and all home occupations are specifically prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed three (3) stories in height and private attached garage or carport for not more than three (3) cars. No trailers, mobile homes, tents, shacks or other outbuildings shall at any time be used as storage, as a dwelling, or a shelter on any lot or erected, altered, placed or permitted to remain on any lot as a residence, either temporarily or permanently.

2. The heated living area of all dwellings, exclusive

Lama Pickett
Pr Box 1866
Jayton, Ark. 72703

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Villa View Estates

of porches, carports and garages, shall be not less than One Thousand Six Hundred square feet. The use of concrete block or stucco for exterior walls of dwellings is specifically prohibited. Each dwelling shall have constructed in connection therewith either an attached carport or garage.

3. The owners of each dwelling shall provide adequate off-street parking for each motor vehicle owned or controlled by the occupants of each dwelling. Each dwelling shall have constructed in connection therewith a concrete slab driveway of a minimum width of sixteen (16) feet running from the entrance of the garage or carport to the street.

4. No building shall be located on any lot nearer than fifty feet to the front lot line or nearer than twenty-five feet to the side street line or the side yard line. For the purposes 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.

5. All of said lots, with the exception of lot 6 and lot 13, may be resubdivided into two lots. The smallest of the lots created by the division shall be no less than one acre in area. Each lot shall have no more than one single family dwelling located thereon.

Lot 13, being less than two acres in area, if subdivided, shall be divided into two lots of equal size.

Lot 6 shall not be resubdivided and any single family dwelling constructed on Lot 6 shall be located on the east half of said lot and not extend into the natural drainage area shown on recorded plat S, page 236, Benton County, Arkansas.

6. Privacy fences may be constructed only behind any residential structure. Ornamental or decorative fences may be erected or permitted to remain on any lot or along any

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lot line and fences of barbed wire, chicken wire, hog wire, or other similar materials are specifically prohibited.

7. Easements for installation and maintenance of utilities and for drainage facilities are reserved as shown on the recorded plat of said subdivision. 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 change the direction of 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 for which a public authority or utility company is responsible.

8. All utility service lines to each dwelling, including but not limited to electrical, television and telephone service, shall be located and constructed underground.

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

10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period. This covenant shall not be deemed to prevent the developer from placing signs with the name of the subdivision thereon at or near the entrances to said subdivision.

11. No oil or water drilling, oil or water development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall water or oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, under or in any lot. No derrick

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Villa View Estates

or other structure designed for use in boring for oil or water or natural gas shall be erected, maintained or permitted upon any lot.

12. No animals, insects, 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, and are not a nuisance to the neighborhood; provided, further, however, that any pets kept by the occupants of any dwelling in said subdivisions shall at all times be restrained either by means of a pen or leash, and shall not be allowed to run at large; and provided further, that there shall be permitted only two (2) dogs and two (2) cats per family per lot.

13. 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.

14. No individual water supply or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements of the state public health authority, and approval of such systems as installed shall be obtained from such authority. If a water or sewage pipeline is provided by the developer, it must be utilized by a lot owner.

15. All lots must be maintained in a presentable condition at all times and be kept mowed.

16. The building codes of Siloam Springs should be made applicable.

17. Present property owners, endorsing the covenant changes, reserve the right to approve the final plat of the Replat

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Villa View Estates

of Villa View Estates to insure subdividing is in accordance with the covenants as amended and that no lot divisions are made that could adversely effect the economic and esthetic value of the subdivision.

18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

19. These Covenants shall supersede and amend the Protective Covenants appearing in the Benton County Deed Record Book 519 at Pages 159, 160, and 161.

20. 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.

IN WITNESS WHEREOF, the undersigned owners of said properties, set their hands and seals on this 11th day of October, 1979.

OWNERS

Lot 5:

Leroy H. Sletten
Leroy H. Sletten

Shirley F. Sletten
Shirley F. Sletten

Lot 3:

Jessie R. Graue
Jessie R. Graue

Darla Graue
Darla Graue

Lot 8:

Kenneth Westphal
Kenneth Westphal

Marilyn I. Westphal
Marilyn I. Westphal

Lot 7:

James Kraska
James Kraska

Mary Louise Kraska
Mary Louise Kraska

Lots 1, 2, 4, 6, 9 through 16

McIlroy Bank & Trust

ATTEST:

[Signature]

By

[Signature]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF Benton) SS

On this 11th. day of October, 1979, before me,
a Notary Public duly commissioned, qualified and acting within

and for said county and state, appeared in person the within named Leroy H. Sletten, Shirley F. Sletten, Jessie R. Graue, Darla Graue, Kenneth Westphal, Marilyn L. Westphal, E. James Kraska, Mary Louise Kraska

to me personally well known, and stated and acknowledged that they had so signed the foregoing instrument for the considerations, uses, and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and seal this 11th day of October, 1979.

[Signature]
Notary Public

My Commission Expires:

July 10, 1983

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF _____)

On this _____ day of _____, 1979, before me, a Notary Public duly commissioned, qualified and acting within and for said county and state, appeared in person the within named _____

to me personally well known, and stated and acknowledged that they had so signed the foregoing instrument for the considerations, uses, and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and seal this _____ day of _____, 1979.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

On this 12 day of October, 1979, before me, a Notary Public duly commission, qualified and acting within and for said county and state, appeared in person the within named Hayden McIlroy and George Edwards, being the President and Vice President respectively of McIlroy Bank & Trust, a banking corporation, to me personally well known, who stated that they were the President and Vice President of McIlroy Bank & Trust, a banking corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged 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 seal this 12 day of October, 1979.

[Signature]
Notary Public

My Commission Expires:

6-1-83