

FILED FOR RECORD

At 1:20 O'Clock P M.

JUL 23 1975

MAPLE POINT ESTATES

488 PAGE 408

JOSEPHINE R. HEYLAND

DECLARATION OF RESTRICTIONS AND ACCESS EASEMENT

Clerk and Recorder  
BENTON COUNTY, ARK.

SENSIBLE RESTRICTIONS FOR YOUR PROTECTION

The following restrictive covenants shall apply to all lots in Maple Point Estates, Benton County, Arkansas.

1. Lots shall be used only for residential purposes.
2. No lot shall be re-subdivided and sold in parts, and no lot shall contain more than one residential structure.
3. Single family dwellings shall have a minimum of 800 square feet of enclosed living space exclusive of basement, porches, carport or garage. Two family dwellings shall have a minimum of 1,600 square feet of enclosed living space, exclusive of porches, carport or garage.
4. All dwellings shall be of good quality material and workmanship, and have solid continuous foundation of stone, concrete or concrete blocks.
5. Plans, elevations and material specifications are to be presented to the undersigned or their assigns for approval prior to any erection, alteration, or use of the lot.
6. No dwelling shall be closer than 10 feet from any interior side lot line. Provided for the purpose of this paragraph 6, one or more adjoining lots may be grouped as one building lot.
7. All dwellings, once started, shall be completed on the exterior within (6) six months, and completed within (12) twelve months.
8. Each lot owner shall provide ample off street parking prior to occupying any dwelling erected on a lot.
9. No trailer, tent shack or other outbuilding may be used as a temporary residence, except during construction of residence, and in any event not to be used as a temporary residence longer than 12 months.
10. Travel trailers shall not be placed upon a lot and used as a residence, but may be parked on lots after a residence is built.
11. When a dwelling is constructed on any lot, the owner shall at the same time, construct and install an adequate sewage system of an approved character.
12. No lot shall be used as a dumping ground for rubbish. All garbage placed outdoors before removal must be deposited in covered fly and insect proof garbage cans, in an area not generally visible from the street, and they must be placed where they would not be offensive to adjoining property owners.

*Cecil Aycock*  
1918 5 15<sup>th</sup> *Ray et al*

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except the usual household pets - provided they are not involved in any commercial purpose and do not constitute a nuisance or annoyance to the neighborhood.
14. Noxious or offensive activity shall not be allowed upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
15. The covenants and restrictions are to run with the land and shall be binding for a period of 25 years from August, 1975, after which time said covenants and restrictions shall be automatically extended for a period of 10 years, unless an instrument signed by a majority of the then owners of the lots has been notarized, agreeing to change said covenants and restrictions in whole or in part.
16. Enforcement shall be by proceedings at law or in equity against person or persons violating any covenant either to restrain violation or to recover damages. All such expenses, including a reasonable attorney fee, to be assessed against the person or persons upon which the covenants are proved to be violated and such other relief as the court deems necessary.
17. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
18. Each purchasers deed will contain a grant of an easement over the present roads on land owned by the Beaver Co., Inc. to provide ingress and egress to the existing county road.

Dated this 16th day of July, 1975  
THE BEAVER COMPANY, INC.

  
Vic Scholfield, President

  
Gene Scholfield, Secretary