

225

FILED FOR RECORD

At 10 O'clock A M.

BOOK 372 PAGE 560

MAY 13 1965

BILL OF ASSURANCE AND PROTECTIVE COVENANTS
FOR SUNSET ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS

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

A. L. Ford and Lucille Ford, husband and wife, state that they are the owners of all of Lots in Sunset Addition to the City of Bentonville, Arkansas, as shown in Plat E on Page 101 of the Recorder's Office of Benton County, Arkansas, and state that all covenants herein contained shall apply to all of the Lots in said Addition and to all buildings hereafter constructed upon said Lots.

That said Addition is to be used EXCLUSIVELY FOR RESIDENTIAL PURPOSES.

These covenants are to run with said real estate whether referred to in the conveyance of said real estate or not and shall be binding on all persons, firms and corporations claiming said real estate until May 1, 1990, at which time said covenants shall be automatically extended for successive ten (10) year periods, unless by concurrence of the then owners of a majority of the lots in said restricted district or addition, it is agreed to change said covenants in whole or part, which change of said covenants shall be evidenced by a written agreement and election duly recorded in the Recorder's Office of Benton County, Arkansas.

If the parties hereto, or either of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person, persons, or firms or corporation owning real property situate in said restricted addition to prosecute any proceedings at law or in equity against the person or persons or firms violating or attempting to violate any such covenants, with the right to enjoin such person or persons from so doing. Nothing herein shall obligate or require the parties hereto, or their heirs or assigns, to bring any action to enforce any of the covenants or restrictions contained herein, but they shall not be prevented from doing so.

LAND AND USE OF BUILDINGS: Dwelling shall contain not less than 900 square feet of floor space, exclusive of porches and garage.

LOTS SHALL BE USED SOLELY FOR RESIDENTIAL PURPOSES. No buildings shall be erected, altered, placed or be permitted to remain on any lot other than one (1) detached family dwelling, not to exceed two (2) stories in height, a private garage for not more than two (2) cars, quarters for small pets and outside storage.

DWELLING COSTS AND QUALITY: No dwelling hereinafter constructed on any Lot shall be permitted which cost less than \$9,000.00, based upon cost levels prevailing on the date these covenants are recorded. It being the intent and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the

A. L. Ford, 710 9th St, Bentonville, Ark

date of these covenants are recorded at the minimum costs herein stated.

No secondhand lumber shall be used in the construction of these buildings.

No used or old buildings shall be moved on any of these Lots.

BUILDING LOCATION: No building shall be located on any Lot nearer the front line than 30 feet or nearer the rear lot line than 25 feet, or nearer the side line than 5 feet. This latter figure does not apply where one (1) residence is constructed on two (2) lots, as to the center lot line dividing said two (2) lots.

Dwellings shall front in the following directions:

Lots One (1) to Five (5) inclusive shall face North.

Lots Six (6) to Ten (10) inclusive shall face South.

No Lot shall be subdivided into smaller parcels than shown on recorded plat.

EASEMENTS: Easements for installation, use and maintenance of all utilities and drainage facilities are reserved over the rear five (5) feet of each Lot.

MAINTENANCE: No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which would constitute a nuisance to the neighborhood.

SEWERAGE: All dwellings, upon completion, shall have connections to City Sewer or approved septic tank, or as provided by the ordinances of the City of Bentonville, Arkansas.

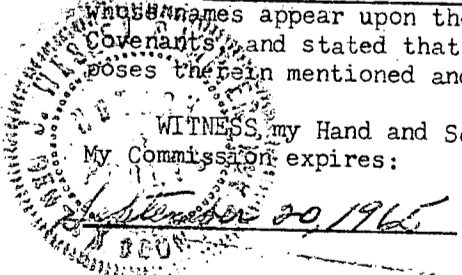
WITNESS our hands and seals this 12th day of May, 1965.

A. L. Ford
A. L. FORD

Lucille Ford
LUCILLE FORD

STATE OF ARKANSAS)
) SS. A-C-K-N-O-W-L-E-D-G-M-E-N-T
COUNTY OF BENTON)

BE IT REMEMBERED, That on this 12th day of May, 1965, came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, A. L. FORD and LUCILLE FORD, husband and wife, to me well known as the persons whose names appear upon the within and foregoing Bill of Assurance and Protective Covenants, and stated that they had executed the same for the considerations and purposes therein mentioned and set forth.



WITNESS my Hand and Seal as such Notary Public this 12th day of May, 1965.
My Commission expires:

J. W. ...
NOTARY PUBLIC