

## BILL OF ASSURANCE AND PROTECTIVE COVENANTS

FOR PART OF PRITCHARD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

Joe A. Pritchard and Hazel Pritchard, husband and wife, state that they are the owners of all of the lots and blocks in Pritchard Addition to the City of Bentonville, Arkansas, as shown in Plat Record A on Page 114 of the Records of Benton County, Arkansas, and they stated that all of the covenants herein contained shall apply to all of the lots in said Addition, except that none of the covenants or restrictions contained herein shall apply to Lots 1 and 2 in Block 2 of said Addition or to any other real estate now owned or hereafter acquired by Joe A. Pritchard and Hazel Pritchard, husband and wife, or either of them, that is not located in said addition.

Said Addition is to be used EXCLUSIVELY FOR RESIDENTIAL PURPOSES, except Lots 1 and 2 in Block 2 of said Addition.

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 November 19, 1959, at which time said covenants shall be automatically extended for successive ten year periods, unless by a 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 in part.

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 owning real estate situated in said restricted Addition or subdivision to prosecute any proceedings at law or in equity against the person, persons or firms violating or attempting to violate any such covenants, and either to enjoin said person, persons or firm from so doing or to recover damages for such violation. Nothing herein shall obligate or require the parties hereto, 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.

The invalidation of any one or more, or parts thereof, of the covenants herein contained by any court order shall not invalidate or affect any of the other provisions or covenants herein contained.

No structures shall be erected, altered, placed or permitted to remain on any of said restricted lots except residential buildings, private garages and quarters for small pets.

No restricted lot shall be subdivided into, nor shall more than one residential or two-family building together with the private garages and quarters for small pets be erected or placed on, any lot having a width of less than 65 feet at the minimum building setback line or an area of less than 7700 square feet,

No residential building shall be erected, placed, built or permitted to remain on any of the said restricted lots, the actual bona fide cost of construction of which, exclusive of lot, garage, outbuildings, landscaping and sidewalks, shall be less than five thousand dollars (\$5,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention 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 date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

No building or structure shall be constructed, placed or permitted to remain on any of said restricted lots in which oak is used, except that seasoned oak may be used for the surface floors of any residence or interior trim, and no roof or outside wall shall be finished or covered with rolled composition roofing or rolled composition siding, and no unpainted or unfinished outside walls on any structure shall be permitted to remain unfinished for more



Bill of Assurance Protective Covenants

For Lots 1 and 2 in Block 2 of Pritchards addition to the city of Bentonville, A<sup>R</sup>ansas, as shown on plat Record "A" on Page 114 of the Records of Benton County Arkansas.

Joe A. Pritchard and Hazel Pritchard, husband and wife, state that they are the owners and in possession of all of the lots and blocks in Prichards Addition to the City of Bentonville, Arkansas as shown in Plat Record "A" on page 114 of hte records of Benton County Arkansas.

That Joe A. Pritchard and Hazel Pritchard, husband and wife, state that htey do hereby and herein adopt all of the restrictions, covenants and provisions of the Bill of Assurance and Protective Covenants executed by the said Joe A. Pritchard and Hazel Pritchard his wife, on November 30, 1949, and recorded in the Office of the Circuit Clerk and Ex-Officio Recorder for Benton County, Arkansas, on December 1, 1949, and shown in Record Book 279 on page 274 of the Records of Benton County, Arkansas, the same as if said Bill of Assurance and Protective Covenants was set out herein word for word herein in full, except that as pertaining to lot 2 in Block 2 the building shall not be required to be mere than 15 feet from 6th Street Northwest, and excepttthat this instrument does not adopt any restrictions as tothe rental, leasing or sale of Lots 1 and 2 of Block 2 of said Addition to any person or persons not of the caucasian race.

Witness our hands and seals this March 27th, 1950.

Hazel Pritchard  
State of Arkansas  
County of Bentonville

Joe A. Pritchard

BE IT REMEMBERED, that on this 27th day of March, 1950, came before the undersigned a Notary Public within and for the County and State aforesaid, duly commissioned and acting Joe A. Pritchard and Haxel Pritchard, his wife, to me well known as the persons whoses 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.

And on the same day also voluntarily appeared before menthe said Hazel Pritchard, wife of the said Joe A. Pritchard, to me well known and in the absence of her said husband, declared that she had, of her own free will, executed the foregoing Bill of Assurance and Protective Covenants, and signed and sealed the relinquishment of Dower and Homestead Rights, therein for the purpose of Making said Bill of Assurance and Protective Covenants for the consideration and purposes therein contained and set forth without compulsion or undue influence of her husband.

Witness my hand and seal as such Notary Public this 27th day of March, 1950.

My Commission Expires: June 18, 1950 L.S.  
Fee \$1.50  
Filed for Record March 28, 1950 at 2 PM.

Floyd Rees Notary Public

*Dale Jefferson* CLERK  
*by Donald Gorman* DC.

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AFFIDAVIT

STATE OF ARKANSAS  
SS  
COUNTY OF BENTON

The undersigned states on oath that he is now and has been a resident citizen of Benton County, Arkansas for more than forty years and is well acquainted with the title and ownership of the following real property in Benton County, Arkansas;

N $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 3 Township 20, North, Range 32 West, except one acre on North boundary line used for cemetery, and S $\frac{1}{2}$  of SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 34, Township 21, North, Range 32 West.