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BOOK 417 PAGE 365

FILED FOR RECORD
At 3:30 O'Clock P M.

JUN 17 1970

PROTECTIVE COVENANTS
FOR
SHERRILL HEIGHTS SUBDIVISION

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

The undersigned, W. D. Dickinson, Jr. and Vita S. Dickinson, being the owners of all of "Sherrill Heights Subdivision," do hereby establish and create the following Protective Covenants which shall apply to all lots as shown on the recorded plat of the above-named Subdivision:

I.
COVENANTS

A. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one detached single-family dwelling not to exceed two and one-half (2½) stories in height and a private garage or carport.

B. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 (exclusive of land costs), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this 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. No used or old building shall be moved on any lot.

C. Building Location. No building shall be located nearer than fifteen (15) feet to an interior lot line. (This provision shall not apply to any dwelling constructed on two (2) lots, as to the center lot line dividing the two (2) lots.) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot. No lot shall be subdivided into smaller parcels than shown on the recorded plat.

D. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

E. Nuisances. 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. In this regard, no livestock or other commercially known farm animals may be kept or bred. Household pets may be kept, but not for commercial purposes.

F. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

G. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other

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waste shall not be kept except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

H. Sewage Disposal. All dwellings, upon completion, shall have connections to City Sewer, if such sewer has been provided in the subdivision, and if not, an approved septic tank shall be required as provided by the ordinances of the City of Bentonville, Arkansas. At such time as City Sewer is reasonably available in the subdivision, all lot owners, at their own expense, shall connect to same within four (4) months after such sewer has been made available.

II.

GENERAL PROVISIONS

A. Terms. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in any part.

B. Enforcement. Enforcement shall be by proceedings at law or in equity against all persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

C. Severability. Invalidation of anyone 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.

WITNESS our hands and seals this 24th day of April, 1970.

W. D. Dickinson, Jr.
W. D. Dickinson, Jr.
Vita S. Dickinson
Vita S. Dickinson

Acknowledgment

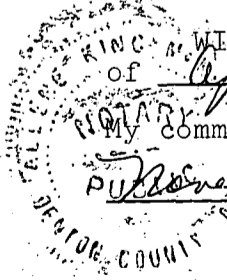
State of Arkansas)
) ss.
County of Benton)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting, W. D. Dickinson, Jr. and Vita S. Dickinson, to me well known as the persons named in the foregoing instrument of writing, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 24th day of April, 1970.

My commission expires:

Arlene King McKinney
Notary Public



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APPROVAL

Approved and recommended for acceptance by the City Planning Commission of Bentonville, Arkansas, this 29 day of April, 1970.

W. D. Powell
Chairman

These Bill of Assurance and Protective Covenants for Sherrill Heights Subdivision are hereby accepted this 9th day of June, 1970, by the Bentonville City Council.

G. J. Bonds
G. J. Bonds, Mayor

Vida Simpson
Vida Simpson, City Clerk