

500

FILED FOR RECORD

At 11:45 o'clock A.M.

BOOK 535 PAGE 315 NOV 21 1978

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

COVENANTS AND RESTRICTIONS

These Covenants and Restrictions shall pertain to the following real property being situate in Benton County, Arkansas, to-wit:

Lots 1, 2, and 3, Block 6, Pointe Clear Heights Subdivision, which is a part of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 30 Township 19 North, Range 28 West, and also a part of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 25, Township 19 North, Range 29 West, Benton County, Arkansas as shown in Plat Record "E" at Page 49 and in Plat Record "D" at Page 98.

The following covenants and restrictions, easements, and reservations shall bind and run with the land and thereby be enforceable not only against the present land owner but against subsequent land-owners.

(a) The above described property shall be used for one single family dwelling and shall not be subdivided or resubdivided so as to permit any other usage; this shall be applicable although the property being sold is presently comprised of two lots. The above lots shall from this date forward be sold as a single parcel of land and shall not be sold separately. The single family dwelling shall be for residential purposes, shall have an area of not less than twelve hundred (1200) square feet of enclosed heated living space on the ground floor which shall exclude garages, porches, carports, decks, patios, or other similar structure. No mobile homes or temporary structures of any kind shall be permitted to be placed upon, constructed or maintained upon the above described property. The single family residential dwelling shall be constructed on the premises.

(b) The owners and all their successors in title shall maintain along the common boundary line of Lot 2 and Lot 3 of Block 6 of Pointe Clear Heights Subdivision as shown on the Plats recorded in Benton County, Arkansas, a view screen, more commonly known as green belts, along the said lot line for a depth of thirty (30) feet on each side of the lot line. Each owner of the respective lots, present or future, shall be responsible for the maintenance and preservation of the said green belt area. The primary purpose of the green belt area shall be to insure the privacy of each of the

TO : L.H. FEDER

RT. 6 - BOX 87

Rogers, Ark. 72756

respective owners and to provide a view screen. Any subsequent owner of said Lot 2 shall be permitted to build an access road to a living unit located on that lot through the area required to be maintained as a green belt so long as the road remains entirely on the said Lot 2. No structures of any kind shall be permitted within the area so set forth except as to the existing structures located on Lot 3 which may be within the area defined. The green belt areas shall be left in their natural state except as to the road described above and subject to the right of the present owner or any subsequent owner of the said Lot 3 to engage in ground level trimming, as presently exist, in the Southeast lower corner of Lot 2.

The owners and all subsequent title holders shall comply with the Arkansas State Health Department regulations, the Department of Pollution Control Regulations; the Corps of Engineer regulations, and any other applicable rules and regulations regarding the use of septic systems or other individuals' disposal systems and individual well or water systems.

(c) No animals of any type other than ordinary household pets shall be permitted upon the property; any commercial enterprises or business involving ordinary pets shall be prohibited from the premises. No household pets shall be permitted on the premises in the event their presence shall cause a nuisance to adjacent property owners.

(d) Any roadway, outdoor street lighting, building placement or other matters affecting the use and esthetic beauty and values of the property shall be placed to insure the best interest of the property and to preserve the present nature of the locale and for the additional purposes of preventing any nuisance to arise by reason of such installation constructional placement.

IN WITNESS of the intent of the owners of the above described real property to place these covenants and restrictions into effect they have set their hands and seals on this 10th day of November, 1978.

Louis H. Feder  
Louis H. Feder

Virginia June Feder  
Virginia June Feder

STATE OF ARKANSAS)  
COUNTY OF BENTON )

ACKNOWLEDGEMENT

On this 10<sup>th</sup> day of November, 1978, before me personally appeared Louis H. Feder and Virginia June Feder, to me well known to be the persons described in the foregoing instrument and acknowledged that they had executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official



John Henry  
Notary Public

My Commission Expires:

July 2, 1982

400

608 PAGE 412

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At 10:30 O'clock a M.

OCT 7 1983

SECOND AMENDMENT TO  
 COVENANTS AND RESTRICTIONS FOR JOSEPHINE R. HEYLAND  
 LOTS 1, 2, and 3, POINTE CLEAR HEIGHTS Clerk and Recorder  
 SUBDIVISION, BENTON COUNTY, ARKANSAS BENTON COUNTY AR

THIS AGREEMENT made and entered into this 6th day of October, 1983, by and between LOUIS H. FEDER and VIRGINIA JUNE FEDER, husband and wife, hereinafter called First Party, and WILLIAM R. COULTER, JR. and EDITH C. COULTER, husband and wife, hereinafter called Second Party;

WITNESSETH:

WHEREAS, First and Second Party entered into Covenants and Restrictions concerning the three above described lots dated November 10, 1978 and recorded November 21, 1978 in Benton County Deed Record 535, page 315; and

WHEREAS, said parties entered into and Amendment to said Covenants and Restrictions with said Amendment being recorded on February 13, 1979 in Benton County Deed Record 538; page 186; and

WHEREAS, Paragraph (a) of said original covenants and restrictions contained an error and the parties do hereby wish to correct said error for their mutual benefit and convenience; and

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations herein set forth, the parties do hereby agree as follows, to-wit:

1. That paragraph (a) on page 1 of the original covenants and restrictions filed in Benton County Deed Record 535, page 315 shall be hereby amended to read as follows, to-wit:

(a) The above described Lots 1 and 2 shall be used for one single family dwelling and shall not be subdivided or resubdivided so as to permit any other usage; this shall be applicable although the property being sold is presently comprised of 2 lots. The above lots shall, from this date forward, be sold as a single parcel of land and shall not be sold separately. The single family dwelling shall be for residential purposes, shall have an are of not less than twelve hundred (1200) square feet of enclosed heated living space on the ground floor, which shall exlude garages, porches, carports, decks, patios, or other similar structures. No mobile homes or temporary structures of any kind shall be permitted to be placed upon, constructed or maintained upon the above described property. The single family residential dwelling shall be constructed on the premises.

2. Except for the amendment above set forth, the original covenants and restrictions and the amendment to said covenants and restrictions previously filed herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

William R. Coulter, Jr.  
 WILLIAM R. COULTER, JR.

Louis H. Feder  
 LOUIS H. FEDER

Edith C. Coulter  
 EDITH C. COULTER

Virginia June Feder  
 VIRGINIA JUNE FEDER

ACKNOWLEDGMENTS ON NEXT PAGE.....

Louis Feder Rt 6 Box 87 Rogers

ACKNOWLEDGMENT

STATE OF ILLINOIS)  
COUNTY OF Cook )<sup>ss</sup>

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, William R. Coulter, Jr. and Edith C. Coulter, husband and wife, to me well known as the parties in the foregoing Second Amendment 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 28<sup>th</sup> day of September, 1983.

Barbara L. Krauss  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires Feb. 18, 1987

ACKNOWLEDGMENT

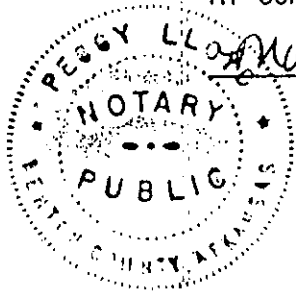
STATE OF ARKANSAS)  
COUNTY OF BENTON )<sup>ss</sup>

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Louis H. Feder and Virginia June Feder, husband and wife, to me well known as the parties in the foregoing Second Amendment 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 6<sup>th</sup> day of ~~September~~ <sup>October</sup>, 1983.

Peggy Lloyd  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



March 2, 1985