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CASH

BOOK 532 PAGE 182
FILED FOR RECORD
At 2:25 O'clock P.M.

SEP 8 1978

PROTECTIVE COVENANTS FOR
ROBIN HAVEN ADDITION II

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

Parsley Enterprises, Inc. is the owner of all lots and blocks in Robin Haven Addition II to the City of Bentonville with the exception of Lot 3, Block 2, which is owned by James P. Duncan and Mildred W. Duncan, husband and wife, and Lot 2, Block 2, which is owned by Aldon C. Hawks and Robinette Hawks, husband and wife. The owners of Robin Haven Addition II hereby establish and create the following protective covenants which shall apply to all said lots as shown on the recorded plat of the said addition:

1. SINGLE-FAMILY RESIDENTIAL LAND USE AND BUILDING TYPE. The lots shall be held, owned and used only for single-family residential building sites. No structure shall be erected, altered, placed or permitted to remain on any single-family or residential building site other than a single, detached single-family dwelling, which shall not exceed two and one-half stories in height, a private garage for not less than two cars, swimming pools and other outbuildings incidental and related to residential use of premises.
2. BUILDING LIMITATIONS. No single-family residence shall be constructed on said lots of less than 1,500 square feet of living space, said space excluding porches, garages, patios, decks and other attachments to the dwelling.
3. YARD SPACE RESTRICTIONS. No single-family residential building shall be located nearer than 25 feet to the front property line nor nearer than 7 1/2 feet to the side property line, nor nearer than 20 feet to the rear property line, nor nearer than 25 feet from a side street line. Should any building set-back line shown upon the plat of Phase 1 vary from the set-back requirements required herein, the building set-back lines shown upon the said plat as filed shall control those stated herein.
4. FENCES. Fencing of front yards is prohibited; however, lot owners may fence the back yards.
5. OFF-STREET PARKING. All vehicles of the respective lot owners shall be parked in the garage or driveway of the respective lots, and parking on the streets defined in the plat shall be prohibited.
6. SIGNS. No signs, either permanent or temporary, of any kind, shall be placed or erected on any property, except that a single sign not more than five square feet in size may be permitted upon property to advertize the same for sale or for rent.
7. TEMPORARY STRUCTURES. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This restriction does not prohibit the storing of recreational vehicles on the lots.
8. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks

Parsley Real Estate, Bentonville

tunnels, mineral excavations or shafts be permitted upon or at any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained or permitted upon any building site.

9. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised or kept on any residential building site except that dogs, cats or other household pets may be kept, provided that they are not kept or maintained for any commercial purposes.

10. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No trees, incinerator structures, buildings, pavement or similar improvements shall be grown, built or maintained within the area of the utility easements.

11. 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.

12. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub which obstructs sight lines at intersections in the subdivision shall be permitted.

13. INOPERATIVE VEHICLES. No vehicle, bus, tractor or other vehicle or other conveyance or rig, other than a lawn grass apparatus, shall be left inoperative on any platted lot for a period of more than 14 days.

14. VIOLATIONS. In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any lots in this subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, and either to prevent him or them from so doing and/or to recover damages for such violations.

15. AMENDMENTS. It is further provided that these covenants and restrictions may be amended at any time provided that said amendment or amendments are set forth in an instrument properly executed by all parties having any right, title or interest in the lots or said subdivision and properly recorded with the registrar of deeds.

16. SEVERABILITY. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

EXECUTED this 12th day of August, 1978.

James P. Duncan
JAMES P. DUNCAN

Mildred W. Duncan
MILDRED W. DUNCAN

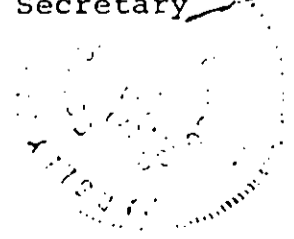
PARSLEY ENTERPRISES, INC.

By: Barry E. Parsley
BARRY E. PARSLEY, President

Attest: James A. Oakley
JAMES A. OAKLEY, Secretary

Aldon C. Hawks
ALDON C. HAWKS

Robinette Hawks
ROBINETTE HAWKS



600

BOOK 535 PAGE 278

FILED FOR RECORD

At 12:00 O'clock P.M.

NOV 20 1978

AMENDED PROTECTIVE COVENANTS
FOR
ROBIN HAVEN ADDITION II

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

Parsley Enterprises, Inc. is the owner of all lots and blocks in Robin Haven Addition II to the City of Bentonville with the exception of Lots 2, 3, and 4, Block 1; Lots 1 and 4, Block 2; Lots 1 and 2, Block 3; and Lots 1 and 2, Block 4, which are owned by Bill Copp; Lot 3, Block 2, which is owned by James P. Duncan and Mildred W. Duncan, husband and wife, and Lot 2, Block 2, which is owned by Aldon C. Hawks and Robinette Hawks, husband and wife. The owners of Robin Haven Addition II hereby establish and create the following protective covenants which shall apply to all said lots as shown on the recorded plat of the said addition:

1. SINGLE FAMILY RESIDENTIAL LAND USE AND BUILDING TYPE. The lots shall be held, owned and used only for single-family residential building sites. No structure shall be erected, altered, placed or permitted to remain on any single-family or residential building site other than a single, detached single-family dwelling, which shall not exceed two and one-half stories in height, a private garage for not less than two cars, swimming pools and other outbuildings incidental and related to residential use of premises.

2. BUILDING LIMITATIONS. No single-family residence shall be constructed on said lots of less than 1,500 square feet of living space, said space excluding porches, garages, patios, decks and other attachments to the dwelling.

3. YARD SPACE RESTRICTIONS. No single-family residential building shall be located nearer than 25 feet to the front property line nor nearer than 7 1/2 feet to the side property line, nor nearer than 20 feet to the rear property line, nor nearer than 25 feet from a side street line. Should any building set-back line shown upon the plat of Phase 1 vary from the set-back requirements required herein, the building set-back lines shown upon the said plat as filed shall control those stated herein.

4. FENCES. Fencing of front yards is prohibited; however, lot owners may fence the back yards.

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6. SIGNS. No signs, either permanent or temporary, of any kind, shall be placed or erected on any property, except that a single sign not more than five square feet in size may be permitted upon property to advertize the same for sale or for rent.

7. TEMPORARY STRUCTURES. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This restriction does not prohibit the storing of recreational vehicles on the lots.

8. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be

Let Paul Davidson

permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations or shafts be permitted upon or at any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained or permitted upon any building site.

9. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised or kept on any residential building site except that dogs, cats or other household pets may be kept, provided that they are not kept or maintained for any commercial purposes.

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11. 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.

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13. INOPERATIVE VEHICLES. No vehicle, bus, tractor or other vehicle or other conveyance or rig, other than a lawn grass apparatus, shall be left inoperative on any platted lot for a period of more than 14 days.

14. VIOLATIONS. In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any lots in this subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, and either to prevent him or them from so doing and/or to recover damages for such violations.

15. AMENDMENTS. It is further provided that these covenants and restrictions may be amended at any time provided that said amendment or amendments are set forth in an instrument properly executed by all parties having any right, title or interest in the lots or said subdivision and properly recorded with the registrar of deeds.

16. SEVERABILITY. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

EXECUTED this 15th day of August, 1978.

James P. Duncan
JAMES P. DUNCAN

PARSLEY ENTERPRISES, INC.

Mildred W. Duncan
MILDRED W. DUNCAN

BY: Barry L. Parsley
BARRY L. PARSLEY, PRESIDENT

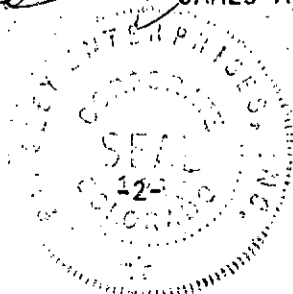
Aldon C. Hawks
ALDON C. HAWKS

ATTEST:

Robinette Hawks
ROBINETTE HAWKS

James A. Oakley
JAMES A. OAKLEY, SECRETARY

Bill Copp
BILL COPP



ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
 COUNTY OF BENTON)

On this 15th day of August, 1978, before me, a Notary Public, duly commissioned and acting, within and for the State and County aforesaid, personally appeared Barry L. Parsley and James A. Oakley, who acknowledged that they were the President and Secretary of Parsley Enterprises, Inc., a Colorado corporation, and that they, as such President and Secretary, being authorized to do so, executed the foregoing Protective Covenants for Robin Haven Addition II for the purposes therein contained, by signing their names as the President and Secretary of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as such Notary Public, this 15th day of August, 1978.

My Commission Expires:
1-8-82

Theresa Holmes
 Notary Public

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 county aforesaid, duly commissioned and acting, James P. Duncan and Mildred W. Duncan, husband and wife, to me well known as the grantors in the foregoing Protective Covenants for Robin Haven Addition II and stated that they had executed the same for the consideration and purpose therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as such Notary Public, this 15th day of August, 1978.

My Commission Expires:
1-8-82

Theresa Holmes
 Notary Public

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 county aforesaid, duly commissioned and acting, Aldon C. Hawks and Robinette Hawks, husband and wife, to me well known as the grantors in the foregoing Protective Covenants for Robin Haven Addition II and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as such Notary Public, this 15th day of August, 1978.

My Commission Expires:
1-8-82

Theresa Holmes
 Notary Public

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 county aforesaid, duly commissioned and acting, Bill Copp, a single person, to me well known as the grantor in the foregoing Protective Covenants for Robin Haven Addition II and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as such Notary Public, this 15th day of August, 1978.

Therese G. Helms
Notary Public

My Commission Expires:
NOTARY - 8-82
PUBLIC
COUNTY