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FILED FOR RECORD  
At 1:34 O'clock ~~P~~ M

MAR 30 1990

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK

PROTECTIVE COVENANTS  
FOR  
PLEASANT ACRES SUBDIVISION

An addition to Benton County, Arkansas covering the following described property situated in Benton County, Arkansas to-wit:

A PART OF THE SW 1/4 OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY ARKANSAS, DESCRIBED AS:

BEGINNING AT THE NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 27;  
THENCE S 89°59'53" E, 534.77 FEET;  
THENCE S 00°53'07" E, 667.99 FEET;  
THENCE S 00°07'01" W, 652.60 FEET;  
THENCE S 89°50'32" W, 252.46 FEET;  
THENCE S 00°41'54" E, 618.26 FEET;  
THENCE S 89°35'43" W, 280.50 FEET;  
THENCE S 00°41'54" E, 33.00 FEET;  
THENCE S 89°35'43" W 1319.54 FEET TO AND ALONG THE CENTERLINE OF AN EXISTING COUNTY ROAD (PLEASANT GROVE ROAD) TO ITS INTERSECTION WITH THE CENTERLINE OF AN EXISTING COUNTY ROAD (BELLVIEW ROAD);  
THENCE N 00°24'19" W, 1983.83 FEET ALONG SAID EXISTING COUNTY ROAD CENTERLINE (BELLVIEW ROAD);  
THENCE S 89°59'53" E, 1314.80 FEET TO THE POINT OF BEGINNING CONTAINING 80.07 ACRES MORE OR LESS.

KNOW ALL MEN BY THESE PRESENTS, that Gil Brooks as owner and developer of all lots in Pleasant Acres Subdivision, Benton County Arkansas, hereby enters the following restrictive covenants with respect to said subdivision, hereby make the following declaration as to limitations, restrictions and uses to which the lots constituting said addition may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purposes of keeping said addition desirable, uniform and suitable in architectural design and use as hereinafter specified:

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purpose; no dwelling shall be erected, altered, placed on, or permitted to remain on any lot other than one (1) detached single-family dwellings. Each dwelling shall have a private garage for not less than two (2) cars with dimensions of not less than twenty-two (22) feet and shall have a concrete driveway.

(1)

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2. DWELLING SIZE

Minimum size dwelling permitted on any lot is to be 2200 square feet of heated living area. For a two-story dwelling not less than 1400 square feet living area on the main level is required. The heated living area is exclusive of porches, and garages. Developer shall approve all house plans.

3. BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum building set back lines shown on the recorded plat, if any are shown thereon. No building shall be located nearer than twenty-five (25) feet to the front line nor nearer than 10 feet to an interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided: however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat. A 10' easement is reserved along and adjacent to each property line for use of public utilities. The front, side and rear setbacks are also designated as utility easements.

5. NUISANCES

No noxious or offensive activities shall be carried upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No out-houses, such as tool sheds, shall be in design or location which may be or become an annoyance or nuisance to the neighborhood. No horses, cows, chickens, or other farm animals may be kept on the premises,

and no breeding of pets for sale may be carried on within this addition. No pets shall be allowed to run loose in the neighborhood. No signs of any nature may be placed on the premises once the dwelling has been completed and occupied. No travel trailer, camper, travel bus, truck larger than 1/2 ton pick-up, boat, boat trailer, or inoperative car or truck may be kept on any lot for more than two days unless it shall be enclosed or screened from sight. No mechanical work on car, truck, or motorcycle shall be allowed in view from the street. Only umbrella type clotheslines allowed.

6. FENCES

Fencing of front yards is prohibited, except that decorative wood or stone fencing of a maximum height of (3) three feet may be constructed. Rear yard fences must be of a decorative wood design. Chain link fences and other forms of wire fencing are specifically prohibited. Dog pens properly screened by walls, fences or plantings may be constructed and mounted in the rear yard.

7. OFF-STREET PARKING

All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot, and parking on the streets shall be prohibited for a period of time exceeding three (3) days.

8. SATELLITE DISHES

Satellite television receiver dishes must be screened from view and may be located only in the rear yard building area.

9. TEMPDRARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack,

garage, barn, or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently.

10. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub plantings which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

GENERAL PROVISIONS

- A. Term. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five years, from the date these covenants are recorded, after such time said covenants shall be automatically extended for successive periods of ten 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 part.
- B. Enforcement. An enforcement shall be by proceedings at law on an equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damage.
- C. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Executed this 29 day of March, 1990.

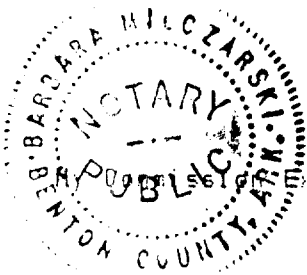
Owner:

Gilbert F. Brooks  
Gil Brooks

State of Arkansas )  
                          ) ss  
County of Benton )

On this 29 day of March, 1990, personally appeared before me, a notary public, in and for the County and State aforesaid, Bil Brooks who acknowledged that he is the owner and developer of Pleasant Acres Subdivision, and who executed the foregoing instrument for the purposes therein contained by signing his name as owner and developer of Pleasant Acres Subdivision.

Barbara Milczarski  
Notary Public



My commission expires 3-25-90

CONFIRMATION OF PROTECTIVE COVENANTS

WHEREAS, Pleasant Acres Subdivision is a subdivision of land described as follows:

WHEREAS, Protective Covenants for Pleasant Acres Subdivision were filed for record on March 30, 1990, at 11:34 a.m. at Record Number 90-6347 of the Records of Benton County, Arkansas;

WHEREAS, the record title owners of Pleasant Acres Subdivision as of the date of recording of the Protective Covenants for the subdivision were GILBERT L. BROOKS, Trustee of the Gilbert L. Brooks Revocable Trust, under Trust Agreement dated March 5, 1982 and EILEEN S. BROOKS, Trustee of the Eileen S. Brooks Revocable Trust, under Trust Agreement dated March 5, 1982;

WHEREAS, the Protective Covenants recite that Gil Brooks is the owner and developer of Pleasant Acres Subdivision, but in fact, Gil Brooks was the agent of the record title owners of the subdivision;

WHEREAS, the Gilbert L. Brooks Revocable Trust and the Eileen S. Brooks Revocable Trust intend for the Protective Covenants noted above to apply to Pleasant Acres Subdivision and desire to confirm the application of those restrictions to the land,

GILBERT L. BROOKS, Trustee of the Gilbert L. Brooks Revocable Trust, and EILEEN S. BROOKS, Trustee of the Eileen S. Brooks Revocable Trust, do hereby confirm and ratify the Protective Covenants for Pleasant Acres Subdivision which were filed for record on March 30, 1990, at 11:34 a.m. at Record Number 90-6347 of the Records of Benton County, Arkansas. The action of the agent, Gil Brooks, for and in behalf of the trusts is ratified. The Protective Covenants for Pleasant Acres Subdivision and the restrictions contained therein shall apply to the land as if the recorded document had originally been executed by the Trustees of the Gilbert L. Brooks Revocable Trust and the Eileen S. Brooks Revocable Trust.

IN WITNESS WHEREOF, this instrument is hereby executed this 12th day of October, 1990.

*Gilbert L. Brooks Trustee*  
GILBERT L. BROOKS, Trustee of  
Gilbert L. Brooks Revocable Trust

*Eileen S. Brooks Trustee*  
EILEEN S. BROOKS, Trustee of  
Eileen S. Brooks Revocable Trust

FILED FOR RECORD  
At 12:00 on 10/12/90

OCT 12 1990

SUE [Signature]  
Clerk of Court  
BENTON COUNTY, ARKANSAS

ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF BENTON

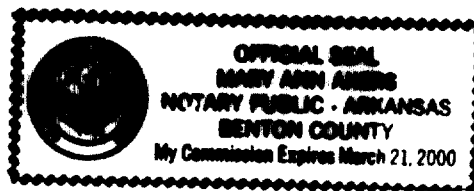
Be it remembered, that before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared GILBERT L. BROOKS, Trustee, and EILEEN S. BROOKS, Trustee, known to me to be the person or persons who executed the forgoing deed and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 12th day of October, 1990.

*Mary Ann Akers*  
Notary Public

My commission expires: March 21, 2000

This instrument prepared by:  
Williams, Schrantz & Wood, P. A.  
221 North Third Street  
Rogers, Arkansas 72756  
3957S



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E-27110