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FILED FOR RECORD
At 2:53 O'Clock P.M.

MAY 16 1975

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

STATE OF ARKANSAS)
) ss RESTRICTIONS AND PROTECTIVE COVENANTS
County of Benton)

KNOW ALL MEN BY THESE PRESENTS:

That William L. Smith and Amelia F. Smith, being the owners of Alpine Acres Subdivision, as filed for record on 5-16-75, in Plat Record 0 at Page 354 of the Plat Records in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, do hereby adopt the following restrictions, which shall apply to said subdivision and which are hereby made covenants running with the land and which shall be binding upon any purchaser of any of said lots, his or her heirs, devisees, personal representatives, successors or assigns.

1. This instrument when signed shall be placed of record in the Office of the Circuit Clerk and Ex-Officio Recorder in and for Benton County, Arkansas, and shall be covenants running with the land without change, modification or amendment for a period of thirty (30) years from the date this instrument is filed for record and thereafter, unless the same is changed, modified or amended after said thirty (30) year period by an instrument in writing signed by a majority of the then owners of the property in said addition and recorded in the Office of the Circuit Clerk and Ex-Officio Recorder in and for Benton County, Arkansas.

2. All lots in this addition shall be used for residential purposes, and no residence shall be erected on this property for use for any other purpose than a private dwelling house and other necessary and appropriate structures and usual servants' quarters.

3. No lot shall have more than one residence built thereon, and it shall be a single family residence and can be one story or two stories in height, and the garage can be attached to the house or detached.

4. No building shall be erected or placed on an area which is less than one lot according to the recorded plat of said subdivision.

5. The enclosed portion of any building shall be not nearer than thirty (30) feet to the front property line, nor shall any residence be built nearer than ten (10) feet to the side property lines of any building tract, whether it be one lot or more than one lot. If garage shall be attached, it then becomes a part of the house and shall be regulated by this paragraph as to side lines and front line restrictions. If the garage is detached, it shall be not nearer than ten (10) feet to any side line or rear line of any building tract and shall not be nearer than forty-five (45) feet to the front property line.

6. No trailer, tent, shack, garage, barn or other outhouses built on any lot shall at any time be used as a residence temporarily or permanently, nor shall any other structure of a temporary character be used as a residence. No structure shall be occupied as a dwelling until such time as the structure has been substantially completed.

7. The ground floor, heated living area, of all dwellings, exclusive of porches, carports and garages, shall be not less than Fifteen Hundred (1500) square feet for a one-story dwelling, nor less than One Thousand (1000) square feet for a dwelling of more than one story. The exterior walls of all dwellings shall be of at least Seventy-Five per cent (75%) masonry construction of either rock, stone or brick, and the use of concrete block or stucco for exterior walls of dwellings is specifically prohibited. Each dwelling shall have constructed in connection therewith, either an attached carport; or a garage, either attached

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or detached. Any detached garage or other outbuilding constructed on any lot, except a shelter for domestic pets, shall be of the same design, shall have the same roof material and exterior trim, and shall have the same percentage of masonry construction for its exterior walls as the dwelling constructed on such lot.

8. The owners of each dwelling shall provide adequate off-street parking for each motor vehicle owned or controlled by the occupants of such dwelling. Each dwelling shall have constructed in connection therewith a concrete slab driveway of a minimum width of Fourteen (14) feet, running from the entrance to the garage or carport to the street. Each dwelling shall have constructed in connection therewith a concrete slab sidewalk of a minimum width of Three (3) feet running from the front entrance of the dwelling to the sidewalk located along the street right-of-way line.

9. No fences, except ornamental or decorative fences, shall at any time be erected or permitted to remain on any lot or along any lot line, and fences of barbed wire, chicken wire or hog wire are specifically prohibited. No fence shall be erected or permitted to remain on any lot nearer to any street than the minimum building setback line shown on the recorded plat.

10. All utility service lines to each dwelling, including but not limited to electrical, television and telephone service, shall be located and constructed underground, and above ground television or radio antennas are expressly prohibited.

11. 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. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than Five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and are not a nuisance to the neighborhood; provided further, however, that any pets kept by the occupants of any dwelling in said sub-division shall at all times be restrained either by means of a pen or leash, and shall not be allowed to run at large.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition at all times.

15. No individual water supply or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements of the city and state public health authority, and approval of such systems as installed shall be obtained from such authority.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between Two (2) and Six (6) feet above the roadways 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 lines, or in the case of a rounded property corner, 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. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any owner of any lot in said addition may institute and prosecute any proceeding at law or in equity against the person or persons who violate, threaten or attempt to violate any covenant herein, or who permit or cause any covenant to be violated, to restrain such violation and/or recover damages from such person who violates, threatens or attempts to violate any covenant herein or who permits or causes any covenant to be violated. Any threatening or pending suits by any lot owners shall not prevent any other lot owner from filing and prosecuting any other suit or suits and recovery of damages by or denied to, or affirmative relief granted or denied one lot owner shall not prevent a recovery of damages or affirmative relief by any other lot owner or owners. Any suit or suits brought under the provisions of this paragraph shall be instituted within two years from the date of the violation or from the date knowledge of the violation is known to the person instituting the suit.

18. Should any of the provisions of this agreement be declared invalid, such determination shall in no wise affect any of the other provisions of this agreement.

19. The violation of any of the provisions of this agreement shall not affect the validity of any lien which may have been placed in good faith against any lot or improvements thereon.

IN WITNESS WHEREOF, the said William L. Smith and Amelia F. Smith have hereunto affixed their signatures this 16th day of May, 1975.

William L. Smith

William L. Smith

Amelia F. Smith

Amelia F. Smith

STATE OF ARKANSAS)
) ss
County of Benton)

ACKNOWLEDGMENT

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County and State aforesaid, duly commissioned and acting, William L. Smith and Amelia F. Smith, to me well known as the persons who executed the foregoing Restrictions and Protective Covenants, and stated that they had executed the same for the purposes therein mentioned and set forth.

Witness my hand and seal as such notary public this 16 day of May, 1975.

My Commission expires:
Aug 30, 1976

Russell C. Good

Notary Public