

12

98 052510

FILED FOR RECORD  
At 11 O'Clock A M

MAY 20 1998

RESTRICTIVE COVENANTS

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GLEN D. JOHNSON and JOAN JOHNSON, Husband and Wife, herein called Owners, have caused certain lands owned by them to be platted into Sub-Division known as BLM ESTATES, of the County of Benton, State of Arkansas, and the plat thereof appears of record in the office of the Recorder of Benton county, Arkansas, in Plat Book 001, at Page 28; and,

WHEREAS, Owners desire to provide for the use of property for residential uses and to restrict its uses as such;

NOW, THEREFORE, Owners hereby adopt the covenants stated herein and agree that the stated covenants shall apply to all of the property now platted as a sub-division of Benton County, Arkansas, as covenants running with the land:

1. SCOPE OF APPLICATION.

These covenants shall apply in their entirety to the area now known and described as BLM Estates Sub-Division of Benton County, Arkansas, as shown on the recorded plat thereof.

2. LAND USE AND BUILDING TYPES.

No lot in the addition shall be used for any other purpose than single-family residence as that term is defined in the Municipal Zoning Ordinance of the City of Bentonville, Arkansas. No business or commercial use shall be carried on or permitted in any structure or in any portion of this sub-division. Particularly no broken down or disabled cars shall be stored in or on any portion of the sub-division.

3. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot of less than 1,100 square feet. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,100 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

4. BUILDING LOCATION.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 35 feet to the front lot line,

9024

or nearer than 20 feet to any side street line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

For the purposes 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.

**5. 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 or access, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of waste through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for which a public authority or utility company is responsible. Further, the access easement maintenance shall be the responsibility of the lot owners of Lots No. 8, 9 and 10.

**6. 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.

**7. TEMPORARY STRUCTURES.**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, with the exception of modular homes or new double-wide mobile homes, provided such are placed upon a permanent foundation approved by the FHA.

**8. SIGNS.**

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

**9. LIVESTOCK AND POULTRY.**

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. Horses for riding may be kept, as well as milk cows.

10. SEWAGE DISPOSAL.

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the State Board of Health. Approval of such system as installed shall be obtained from such authority.

11. SIGHT DISTANCE AT INTERSECTIONS.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 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 corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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.

12. TERM.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which 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.

13. ENFORCEMENT.

Enforcement 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.

14. SEVERABILITY.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

EXECUTED this 18 day of May, 1998.

Glen D. Johnson  
GLEN D. JOHNSON

Joan Johnson  
JOAN JOHNSON

ACKNOWLEDGMENT

STATE OF ARKANSAS       §  
  §  
COUNTY OF WASHINGTON   §

BE IT REMEMBERED that on this date, before the undersigned Notary Public, duly commissioned and acting in and for the county and state aforesaid, personally appeared GLEN D. JOHNSON and JOAN JOHNSON, Husband and Wife, known to me to be the persons subscribing to the above and foregoing Restrictive Covenants, and who acknowledged and stated to me that they had signed the same for the purposes and considerations therein contained and set forth.

WITNESS my hand and seal as such notary public on this 18 day of May, 1998.

Margie H. Willock  
Notary Public

My Commission Expires:  
2-22-2001