

6351

BILL OF ASSURANCES AND PROTECTIVE COVENANTS FILED FOR RECORD

FOR OAKDALE SUBDIVISION TO THE

at 11 O'Clock P.M.

CITY OF ROGERS, ARKANSAS

FEB 24 1976

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

KNOW ALL MEN BY THESE PRESENTS:

THAT Comley Construction, Inc., a corporation, as sub-divider and owner of all lots in Oakdale Subdivision to the City of Rogers, County of Benton, Arkansas, hereby enters the following restrictive covenants and bill of assurances with reference to the buildings and lots in said addition, a plat of which addition is on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and which addition is more particularly described as follows, to-wit:

A part of the NW $\frac{1}{4}$, Section 11, T-19-N, R-30-W, of the Fifth Principal Meridian, Benton County, Arkansas; being more particularly described as follows:

From the Northwest corner of said NW $\frac{1}{4}$, said point lying on the center line of Olive Street,

Run S 89°48' 22" E 583.68 feet along said center line to the point of beginning; thence S 00° 03' 57" W 480.50 feet; thence S 89° 50' 48" E 37.25 feet; thence S 00° 03' 57" W 135.00 feet; thence S 89° 50' 48" E 667.75 feet to the westerly right-of-way of Twenty-second Street; thence N. 00° 03' 57" E 615.00 feet along said right-of-way to the center line of Olive Street; thence N 89° 48' 22" W 705.00 feet along said center line to the point of beginning containing 9.84 acres, more or less.

1. All lots in said Oakdale Subdivision shall be used exclusively for residential purposes, provided; however, that any of said lots in said addition may be used for church or school purposes.

2. No dwelling shall be erected on any lot or lots in said subdivision other than a detached, single family dwelling, not to exceed two and one-half stories in height and a one, two or three car garage; provided, however, that duplexes as permitted in the R-2 Zone under the Zoning Ordinances of the City of Rogers, Arkansas, may be constructed upon the following lots in said addition: Lots 1 through 5 inclusive of

John Comley
Aransas County
2722nd College, Fayetteville 72701

Block 3, and Lots 6 through 10 inclusive of Block 2 of said addition.

3. No single family dwelling shall be permitted on any lot or lots in said sub-division which cost less than \$10,000.00, excluding cost of lot and no duplex shall be permitted on any of the afore-described lots in said sub-division which duplex unit cost less than \$15,000.00 excluding cost of lot. The foregoing cost shall be based upon building cost levels prevailing on the date these covenants are recorded, it being the intent and purpose of these covenants to assure that all the dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The living area on the ground floor of any duplex apartment shall be not less 600 square feet excluding carport or garage.

4. No residential structure shall be erected or placed on any lot in said addition having an area of less than 7000 square feet.

5. No building shall be located nearer than 25 feet to the owner's front property line nor nearer than 7½ feet to one of the owner's side lot lines and 7½ feet to the owner's other side lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

6. No fence shall be constructed on or in the area between the owner's front lot line and the residential structure.

7. No fence, wall, hedge, or shrub shall be so placed on any corner lot in said addition as will obstruct the vision of motorist within 25 feet of the intersection on which said corner lot is situated.

8. 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 of 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. No obnoxious or offensive activities shall be carried on upon any lot or lots, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

10. No structure of a temporary character, trailer, mobile home, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently and no detached building or structure shall be erected on any of said lots unless same is of competent construction and complimentary to the dwelling situate upon said lot.

11. No animals or livestock of any kind shall be raised, bred or kept on any lot or lots except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose nor shall any poultry house be erected on said lots.

12. These covenants and restrictions are to run with the land and shall be binding on all the parties, their heirs and assigns for a period of 25 years from the date hereof. At any time within six months from the expiration period, a majority of the lot owners may express their intention in writing, drafted so as to be recorded with the Registrar of Deeds that they no longer care for these covenants and the same shall then be terminated. In the event that no such action is taken, these covenants shall continue for periods of five years and after any such five year period said covenants may be terminated in accordance with the terms for the original termination. It is further provided that these protective covenants may be amended after the expiration of the time periods as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form, providing that said amendment or amendments shall be incorporated in a written instrument executed by not less than a majority of the lot owners of said subdivision and which instrument shall be capable of being recorded

as above referred to under the same terms and conditions thereof.

13. 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 persons or firms who are record owners of fifty percent of the lots of said sub-division, with said instrument properly recorded with the Registrar of Deeds of Benton County, Arkansas.

14. If the parties herein or any of them or their heirs or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said sub-division to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other penalties for such violation.

15. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions herein contained.

IN WITNESS WHEREOF, Comley Construction, Inc., as the sole owner of the above described tract has caused these presents to be signed by its duly elected President, attested to by its duly elected Secretary and its corporate seal affixed hereto, pursuant to the authority of said officers as set forth in the Articles of Incorporation, By-Laws and Resolutions of said corporation, this 28 day of _____

January, 1976.

COMLEY CONSTRUCTION, INC.

By Henry E. Comley
President

Attest:
Robert Comley
Secretary

ACKNOWLEDGMENT

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STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

Personally appeared before me the undersigned, a Notary Public within and for the county and state aforesaid, Thomas C. Comley, to me personally well known as President and Secretary of Comley Construction, Inc., and who stated that he had executed the above and foregoing instrument for consideration, uses and purposes herein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public, this 28 day of January, 1976.

Bobbie J. Franklin
Notary Public

My Commission Expires:

March 1, 1977