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2.73

PROTECTIVE COVENANTS  
for  
PANORAMA PARK SECOND SUBDIVISION

Location: Located in part of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  and in part of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  in Section 10, Township 19 North Range 28 West in Benton County, Arkansas

The undersigned Darrow Garner, Inc., being the sole owner and developer of Panorama Park Second Subdivision, does hereby establish and create the following protective covenants which shall apply to all lots shown on the recorded plat of the above sub-  
division.

FILED FOR RECORD  
AT 8:45 O'Clock A.M.  
AUG 6 1973

I.

COVENANTS

JOSEPHINE F. WEYLAND  
Clerk and Recorder  
BENTON COUNTY, ARK.

A. Land use and building type: No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, garage & necessary storage buildings.

B. Dwelling Cost, quality and size: No dwelling shall be permitted on any lot at a cost of less than \$45,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all 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 at the minimum cost stated herein for the minimum permitted dwelling size.

No dwelling shall be permitted on any lot having less than 2000 square feet of enclosed living area, and if more than one story the main floor shall have not less than 1600 square feet of enclosed living area.

C. Building location: No building shall be located on any lot nearer to the front lot line or nearer to the back lot line than the minimum building setback lines shown on the recorded plat, if any are shown thereon. No building shall be located on any lot nearer than 25 feet to the front lot line nor nearer than 10 feet to an interior lot line. For the purpose of this covenant, eaves and steps 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 to encroach upon another lot.

D. Lot area and width: In no case shall any lot be altered for the purpose of placing a dwelling on any less area than the equivalent of the smallest lot shown on the recorded plat.

E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown thereon, and over the front five feet of each lot.

F. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon 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 occupied. No travel trailer, camper, travel bus, boat, boat trailer, inoperative car or truck shall be kept on any lot for more than two days unless it shall be enclosed or screened from sight, except a trailer used as a construction office during the construction of a residence. Only umbrella type clotheslines shall be allowed.

G. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. All fuel storage tanks shall be screened from view.

Darrow Garner Inc

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H. 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 be 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 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 trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

II.

GENERAL PROVISIONS

- A. 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 25 years, from the date these covenants are recorded, after which time said covenants will be automatically extended for successive periods of 10 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 any part.
- B. Enforcement: Enforcement shall be by proceedings at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- C. Severability: Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESSETH our hands and seals this 5th day of July, 1973.

DARROW GARNER, INC.

By Darrow Garner Pres. Mary Ruth Garner Sec.

STATE OF ARKANSAS }  
COUNTY OF BENTON } ss

On the 5th day of July 1973 before me a Notary Public duly commissioned, qualified and acting within and for the County of Benton, appeared in person Darrow Garner and Mary Ruth Garner, to me personally well known, and stated that they were the president and secretary of Darrow Garner, Inc., a corporation, and are duly authorized in their respective capacities to execute the annexed and foregoing instrument, and that they had so signed, executed and delivered the same for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 5th day of July 1973.

Etha A. Spawth  
Notary Public

My commission expires 3-5-77