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FILED FOR RECORD  
At 345 O'Clock P M

**PINE OAK ESTATES  
PROTECTED COVENANTS AND RESTRICTIONS**

MAY 10 1996

**SUE HODGES**  
Clerk and Recorder  
BENTON COUNTY, ARK.

We the undersigned, Joseph Farkas and Quinn Engle, being sole owners of the following

described real property located in Benton County, Arkansas, the description of which is:

Part of the SW 1/4 of Section 33. T-20 N, R-28-W. Benton County Arkansas. described as beginning at the SE corner of said Section 33: thence N 03°22'14" E 825.20': thence S 88°04'19" E 169.50': thence N 03°26'55" E 134.33': thence N 03°26'55" E 30.71': thence N 48°24'13" E 94.01': thence N 48°24'05" E 384.71': thence N 88°07'11" W 169.55': thence S 66°13'32" W 234.51': thence N 73°30'28" W 134.26': thence N 03°22'14" E 770.86': thence S 60°22'07" E 80.98': thence S 64°43'09" E 76.05': thence S 85°35'47" E 153.05': thence S 68°18'00" E 65.09': thence S 73°27'21" E 34.06': thence N 77°53'03" E 29.50': thence N 61°50'23" E 44.04': thence N 53°54'14" E 27.24': thence N 21°08'07" W 738.21': thence S 88°03'43" E 1141.05'" thence S 87°59'42" E 1093.74': thence S 38°01'37" W 126.91'" thence S 53°00'02" W 50.38': thence S 61°24'33" W 437.48'" thence S 59°11'45" W 142.19': thence S 34°45'06" W 107.53': thence S 16°26'04" W 63.41': thence S 06°50'18" W 175.63': thence S 06°31'21" W 227.16': thence S 07°16'52" W 122.32': thence S 14°14'25" W 230.12': thence S 20°30'56" W 124.21': thence S 19°46'59" W 302.36': thence S 25°44'58" W 88.73': thence S 33°33'36" W 93.00': thence S 41°50'57" W 163.69': thence S 45°08'00" W 116.59': thence S 49°24'09" W 86.64': thence S 52°06'51" W 91.10': thence S 60°21'25" W 115.72': thence S 63°14'05" W 162.90': thence S 43°25'11" W 91.77': thence S 34°05'29" W 165.34': thence S 38°49'29" W 89.65': thence N 87°43'48" W 715.28' to the point of beginning and containing 87.826 acres. Property is subject to the right of way of Ventris Road on the east side and a 20' access easement as shown hereon

do hereby establish and create the following protective covenants and restrictions which shall be binding upon all owners of the above described real property or any portion thereof, for a period of twenty five (25) years from the date hereof unless modified by the written consent of the majority of the then record owners of each lot of the above described real property. At the expiration of said twenty five (25) years, these covenants and restrictions shall automatically renew for successive ten (10) year periods unless the majority of the record owners of the above-described real property shall consent in writing to discontinue or modify these covenants and restrictions.

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Any modification of these covenants and restrictions shall be effective only when a written instrument containing the modifications signed by the required number of owners shall be recorded with the Custodian of Deeds located in the Benton County Circuit Court, Bentonville, Arkansas. If a parcel is owned by multiple owners, they shall decide amongst themselves how to vote for that particular parcel. A fractional vote shall not be permitted.

The covenants and restrictions which we declare to be in force from this day forward are as follows:

1. No parcel of land within the above described tract may be divided for the purpose of a builder or builders to erect more than one (1) platted lot.
2. Only one single family home or residence, of not less than 1,200 square feet in size on the main level of the structure, shall be erected or placed on any parcel of the above described real property.
3. With regard to land use and building type, no lot shall be used except for residential purposes, and no dwelling shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling. With the exception of an approved guest house to be occupied no longer than thirty (30) consecutive days by any individual not an owner of the initial residence.
4. No lot shall be altered for the purpose of building more than one (1) residence per lot or to permit a larger number of houses in this plat than the total number of lots described herein.
5. No commercial or business activity shall be conducted on the above described property without express written permission of the owners of the above described real property.
6. No structure of a temporary character, trailer, mobile home, recreational vehicle,

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basement, tent, barn, garage, shack, or other out building shall be used on any parcel at any time as a residence, either temporarily or permanently, except that a non-owner, self contained recreational vehicle of visitors may be occupied for those visitors for up to one (1) month in a calendar year.

7. All water and septic systems must be approved by a state health department or such other state or county agency as is given jurisdiction of such matters.

8. No animals, livestock, poultry, etc. shall be raised, bred, or kept on any parcel, except for household pets, including cats and dogs, may be kept provided that they are not bred or maintained for commercial purposes on the premises. No pet shall be allowed to run free within the residential neighborhood.

9. No hunting, trapping, taking of wild life or discharging a firearm shall be permitted on the above described real property or any parcel thereof.

10. No dismantled vehicles or junk vehicles, trash, odor, noise or other activities or conditions may be maintained on any parcel which creates a nuisance offensive to owners of other parcels. Trash, garbage or other waste shall be kept in a clean and sanitary condition and disposed of according to the requirements of the county in which such residence lie. No trash burning shall be permitted.

11. The exterior of any residence which shall be erected on any parcel shall be completely finished within a one (1) year period from the date of the beginning of construction. In the event of noncompliance, the initial seller of the parcel shall have the right to declare the sale void and reclaim the property. If the seller does not exercise this right within six (6) months thereafter, the owners of two (2) parcels of property within the above described tract of property may file suit to declare the sale void, in which case the property shall revert to the original owner.

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Extenuating circumstances will be considered on an individual basis and must be submitted in writing to the original owners of said tract.

12. No building materials of any kind or substance or character shall be placed or stored upon any lot in the subdivision until the owner of said lot is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between curb and property lines. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed from the subdivision.

13. No signs, either permanent or temporary of any kind, shall be placed or erected on any property, except that a sign no more than five (5) feet square in size may be permitted upon property to advertise the same for sale or for rent. Provided further, however, the developer hereby reserves the right to construct signs to designate the name of the addition and advertise the name of the addition herein.

14. Recreational vehicles and equipment may be parked in the rear of the residence as same is screened by proper fencing or shrubbery or such as may be reasonably screened from sight of said adjoining property owners.

15. Parking on the street is prohibited.

16. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No trees, incinerators, structures, buildings, pavements or other similar improvements shall be grown, built, or maintained within such areas of utility easements. Owners are hereby put on notice that any structures or plant materials in the easements are subject to removal without notice.

17. No fence, wall, hedge or shrub planting which obstructs sight, or is planted, maintained and erected within ten (10) feet from an intersection of a street property line, in the

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edge of a driveway or alley shall be allowed. No trees shall be permitted to remain within such distances of intersections unless the foliage line is maintained at sufficient height to prevent obstruction of side of said roadway.

18. There shall exist community boat docks which are negotiable with each subdivided parcel of real property with two (2) feet reserved for Joseph Farkas and Quinn Engle.

The above covenants and restrictions shall run with the land and shall be binding upon all parties acquiring any interest in the above described real property or any portion thereof. They may be enforced by any owner of record of any parcel or portion of the above described real estate by proceeding at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions, either to restrain one or more of the above covenants and restrictions by judgment or court order. Any restriction of this nature shall not affect any of the other covenants and restrictions which shall remain in full force and effect.

Witness our signatures hereto, Joseph Farkas and Quinn Engle, owners of the above described real estate, on this \_\_\_ day of May, 1996.

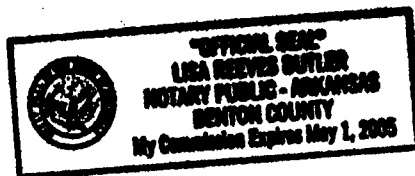
Joseph A. Farkas      Quinn Engle  
Joseph Farkas                      Quinn Engle

STATE OF ARKANSAS    )  
  )  
COUNTY OF BENTON    )

SUBSCRIBED AND SWORN TO before me this 10<sup>TH</sup> day of May, 1996.

My Commission Expires:  
5/1/05

LR Butler  
Notary Public



JOE FARKAS  
615 STRATTON RD  
ROGERS AR  
72756  
501-636-6245