

435 468

FILED FOR RECORD

At 11 O'Clock A M.

DEC 8 1971

PROTECTIVE COVENANTS  
FOR  
ROYAL HEIGHTS SUBDIVISION

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

The undersigned, B E P Enterprises, Inc., being the owner of all of "Royal Heights Subdivision," does hereby establish and create the following protective covenants which shall apply to all lots as shown on the recorded plat of the above-named subdivision:

I.  
COVENANTS

A. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one detached single-family dwelling or a one detached duplex type family dwelling, a private garage or carport for not more than two cars, and one storage building for each dwelling unit.

B. Used Dwelling. No used or old building shall be moved onto any lot, nor shall a mobile home be used as a dwelling on any lot.

C. Building Location. No lot shall be subdivided into smaller parcels than shown on the recorded plat, however, this shall not prohibit the subdividing of several lots where the final lengths of the lot lines are equal or greater than the minimum lot line lengths as shown on the original recorded plat. Buildings shall be located in reference to side, rear and front yard lines as required by the subdivision zoning ordinances of the City of Bentonville at the time of construction of a dwelling on any lot (this provision shall not apply to any dwelling constructed on two lots as to the center lot line dividing the two lots).

D. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as designated by specific easement or right of way which has been filed for record. 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. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

E. 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. In this regard, no livestock or other commercially known farm animals may be kept or bred. Household pets may be kept, but not for commercial purposes.

F. 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.

G. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and in accordance with City ordinances.

LITTLE & LAWRENCE  
ATTORNEYS AT LAW  
POST OFFICE BOX 447  
BENTONVILLE, ARKANSAS 72712

Q M Burger  
Post 355, Bentonville

Protective Covenants for Royal Heights Subdivision -2-

H. Sewage Disposal. All dwellings, upon completion, shall have connections to City Sewer.

II.

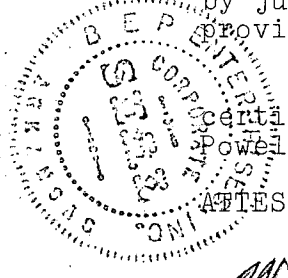
GENERAL PROVISIONS

A. Terms. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of twenty-five 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 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. Invalidation 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.

IN WITNESS WHEREOF, B E P Enterprises, Inc. has caused this certificate to be executed by C.M. Burger, President, and W.D. Powell, Secretary, this 1st day of Dec, 1971.



ATTEST:

B E P Enterprises, Inc.

Mr. D. Powell
W.D. Powell, Secretary

By C.M. Burger
C.M. Burger, President

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS.
COUNTY OF BENTON )

On this 1st day of Dec, 1971, before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named C.M. Burger and W.D. Powell to me personally well known, who stated that they were the President and Secretary of the B E P Enterprises, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1st day of Dec, 1971.

Velma Patterson
Notary Public

My Commission Expires

My commission expires January 17, 1974

