

800

STATE OF ARKANSAS )  
COUNTY OF BENTON ) ss PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Hollis G. Scarbrough and Alice E. Scarbrough, husband and wife, and Michael D. Scarbrough, being the owners of all the lands in SAGER CREEK ADDITION, Silaom Springs, Arkansas, according to the plat thereof as recorded and designated in Plat Record S, at page 307 of the plat records on file in the office of the Circuit Clerk and Recorder of Benton County, Arkansas, desiring to establish and maintain the character of Blocks 1 through 6, inclusive, of said sub-division as a residential neighborhood and maintain and protect the property value levels in said sub-division through the regulation of type, size and placement of buildings, lot sizes, reservation of easements, and prohibition of nuisances and other land uses that might affect the desirability of said sub-division as a residential area, do hereby adopt type following protective covenants which shall apply to Blocks 1 through 6, inclusive, and excluding Blocks 7 through 9, inclusive, of the following lands in SAGER CREEK ADDITION, to-wit:

Part of the  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 32, T-18-N, R-33-W, Benton County, Arkansas; more particularly described as follows:

Beginning at the NW Corner of said  $W\frac{1}{2}$ ,  $SW\frac{1}{4}$ , Section 32, said point being on the centerline of Arkansas State Highway 204; thence S  $88^{\circ}54'08''$  E 1325.76 feet along said centerline; thence S  $01^{\circ}03'34''$  W 1781.93 feet to a point in the new Arkansas State Highway 264 and on the centerline of Sager Creek; thence N  $70^{\circ}26'49''$  W 569.76 feet along said centerline; thence N  $50^{\circ}33'03''$  W 287.19 feet along said centerline; thence N  $85^{\circ}52'43''$  W 78.65 feet along said centerline; thence S  $73^{\circ}48'52''$  W 47.00 feet along said centerline; thence N  $69^{\circ}33'00''$  W 460.80 feet along said centerline to the centerline of Hico Street; thence N  $00^{\circ}57'35''$  E 1280.48 feet along said centerline of Hico Street; to the point of beginning, containing 46.40 acres, more or less, subject to the rights-of-way of said Street and Highways.

FILED FOR RECORD  
At 3 O'Clock P M.

JUN 6 1978

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

Hollis Scarbrough  
Box 340, Silaom Springs,

1. No lot shall be used except exclusively for residential purposes, and any home occupations are specifically prohibited. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and private garage for not more than three cars, with the exception of Blocks 4 and 5 and Lots 11 through 20, inclusive, in Block 3, where multiple-family dwellings shall be permitted upon approval by the developer or his agent. No trailers, mobile homes, tents, shacks or other outbuildings shall, at any time, be used as a shelter on any lot, or erected, altered, placed or permitted to remain on any lot, as a residence, either temporarily or permanently. No home moved from another location shall be erected, placed or permitted on any lot as a residence. No residence shall be occupied until all construction is at least ninety percent (90%) complete. Any lot may be used for the construction of a multiple family dwelling upon the written consent of the owner of record or his agent.

2. The ground floor heated living area of all dwellings, exclusive of porches, carports and garages shall be not less than 1100 square feet for a one-story dwelling nor less than 1000 square feet for a dwelling of more than one story. The exterior walls of all dwellings shall be of not less than 10% masonry construction of either rock, stone or brick, and the use of concrete blocks is specifically prohibited; provided however, that the exterior walls may be without masonry construction if the material to be used on the exterior walls is approved by the developer of this subdivision or his agent, and such approval placed on record. Each dwelling shall have constructed in connection therewith, either an attached carport or a garage. Any detached outbuilding constructed on any lot, except a shelter for domestic pets, shall be of the same design, shall have the same roof material and exterior trim, and shall have the same percentage of masonry construction for its exterior walls as the dwelling constructed on such lot.

3. The owners of each dwelling shall provide adequate off-street parking for each motor vehicle owned or controlled by the occupants of such dwelling. Each dwelling shall have constructed in connection therewith a concrete slab driveway a minimum width of twelve (12) feet, running from the entrance to the garage or carport to the street. Each dwelling shall have constructed a connecting walk between the driveway and the front entrance.

4. All utility service lines to each dwelling, including but not limited to electrical, television and telephone service, shall be located and constructed underground, and above ground television or radio antennas are prohibited without the express written permission of the developer of this subdivision or his agent.

5. No building shall be located on any lot nearer to the front lot lines or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located on any lot nearer than eight (8) feet to the side lot line. No building shall be located on any lot nearer than thirty (30) 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. All building setbacks shall conform to city ordinances.

6. The resubdivision of any lot covered by these covenants, into smaller tracts for sale for the purpose of any building thereon is expressly prohibited without the written consent of the developer or his agent.

7. No fences, except ornamental or decorative fences, shall at any time be erected or permitted to remain on any lot or along any lot line. Fences of barbed wire, chicken wire or hog wire are specifically prohibited, except in Block 6 where barbed wire shall be permitted along lot lines other than the lines along Sager Creek Drive. No fence shall be erected or permitted to remain on any lot

nearer to the street than the minimum building setback shown on the recorded plat.

8. Easements for installation and maintenance of utilities and for drainage facilities are reserved as shown on the recorded plat of said Subdivision. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for that maintenance for which a public authority or utility company is responsible.

9. 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.

10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, under or in any lot. No derrick or other structure designed or used in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except as follows:

- (a) Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and are not a nuisance to the neighborhood; provided further, however, that any pets kept by the occupants of any dwelling in said Subdivision shall, at all times, be restrained either by means of a pen or leash, and shall not be allowed to run at large.

(b) In Block 6 only, horses and/or cattle are permitted provided that no more than four (4) of said animals be kept on any lot at the same time.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition at all times.

14. No individual water supply or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements of the city and state public health authority, and approval of such systems as installed shall be obtained from such authority.

15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (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 lines extended. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. 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. The above stipulations in this covenant, number fifteen (#15), shall not apply to the decorative entries at each end of Sager Creek Drive and the entrances on Arkansas State Highway 204.

16. 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 (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for

successive periods of ten (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 in part.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

18. 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, Hollis G. Scarbrough and Alice E. Scarbrough, husband and wife, and Michael D. Scarbrough have executed this instrument on this, the 30th day of November, 1977.

Hollis G. Scarbrough  
Hollis G. Scarbrough

Alice E. Scarbrough  
Alice E. Scarbrough

Michael D. Scarbrough  
Michael D. Scarbrough

STATE OF ARKANSAS     )  
                                  )     ss     ACKNOWLEDGEMENT  
COUNTY OF BENTON    )

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, Hollis G. Scarbrough and Alice E. Scarbrough, husband and wife, and Michael D. Scarbrough, who stated that they had executed the above and foregoing instrument for the uses, considerations and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public on this 30 day of Nov., 1977.

A. G. Draper  
Notary Public

My Commission Expires:  
Sept 1, 1979

STATE OF ARKANSAS )  
COUNTY OF BENTON ) ss EXCLUSION FROM PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Hollis G. Scarbrough and Alice E. Scarbrough, husband and wife, being the original owners of all the lands in SAGER CREEK ADDITION, Siloam Springs, Arkansas, according to the plat thereof as recorded and designated in Plat Record S, at page 307 of the plat records on file in the office of the Circuit Clerk and Recorder of Benton County, Arkansas, desire to exclude Block 6 from the PROTECTIVE COVENANTS of SAGER CREEK ADDITION as recorded in book 528, page 131 of the Benton County Records.

This exclusion in no way changes the city zoning of said property, or gives license to any commonly objectionable activity.

This exclusion of Block 6 from the PROTECTIVE COVENANTS shall meet the requirements of paragraph 16 of the above mentioned PROTECTIVE COVENANTS and shall bear the signatures of the majority lot owners, and shall be recorded in Benton County Recorders office.

IN WITNESS WHEREOF, Hollis G. Scarbrough and Alice Scarbrough, husband and wife, have executed this instrument on this, the 13th day of December, 1989.

FILED FOR RECORD  
AT 11:55 O'clock P M  
DEC 14 1989

*Hollis G. Scarbrough*  
Hollis G. Scarbrough

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK

*Alice E. Scarbrough*  
Alice E. Scarbrough

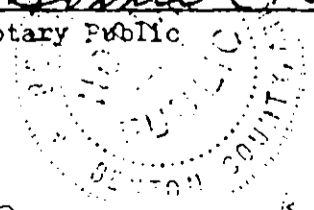
STATE OF ARKANSAS )  
COUNTY OF BENTON ) ss ACKNOWLEDGMENT

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, Hollis G. Scarbrough and Alice E. Scarbrough, husband and wife, who stated that they had executed the above and foregoing instrument for the uses, considerations and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public on this 13th day of December, 1989.

*Boone C. Cox*  
Notary Public

My Commission Expires:  
My Commission Expires 11-20-1993



*R -> Hollis G. Scarbrough, Pl #1 Bl 109, Siloam Springs, Ark 72141*

LOT OWNERS: Hollis G. Scarbrough and Alice E. Scarbrough

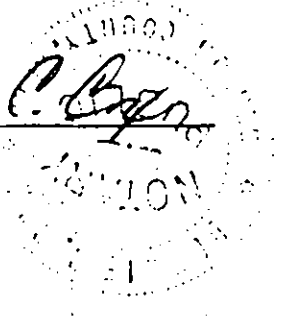
- Lots 1, 2, 3, 4, 5, 6, 7, Block 6
- Lots 9, 13, Block 4
- Lots 2, 7, 8, 9, 10, 11, 12, 13, 15, 18, 19, 20, Block 3
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, Block 2
- Lots 1, 6, 7, 8, 9, 11, Block 1

Hollis G. Scarbrough  
Hollis G. Scarbrough

Alice E. Scarbrough  
Alice E. Scarbrough

Witness my hand and seal as such Notary Public on this 13th day of December, 1989.

Bonnie C. Coffey  
Notary Public  
My Commission Expires 11-20-1993



LOT OWNERS: Paul H. Church and Connie D. Church


- Lots 4, 15, 17, 7, 5, 3, 8, 12, 11, 10, Block 4
- Lot 3, Block 5

Paul H. Church  
Paul H. Church

Connie D. Church  
Connie D. Church

Witness my hand and seal as such Notary Public on this 13th day of December, 1989.

Bonnie C. Coffey  
Notary Public  
My Commission Expires 11-20-1993



LOT OWNERS:

[Signature]

Witness my hand and seal as such Notary Public on this 13 day of December, 1989.

[Signature]  
Notary Public

