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271

PROTECTIVE COVENANTS
for
SCHILLINGS ADDITION

BOOK 429 PAGE 294

FILED FOR RECORD

At 3 O'Clock P. M.

JUL 9 1971

JOSEPHINE R. HEYLAND

Clerk and Recorder
BENTON COUNTY ARK

Location: Located in Part of the Northwest Quarter of the Southeast Quarter, and in part of the Southwest Quarter of the Southeast Quarter in Section 3, Township 19 North, Range 29 West in Benton County, Arkansas.

I, the undersigned, Darrow Garner Inc., being the owner of all of Schillings Addition, does hereby establish and create the following protective covenants which shall apply to all lots as shown on the recorded plat of the above addition.

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 one detached single-family dwelling not to exceed two and 1/2 stories in height and a private garage for not more than three cars.
- B. Dwelling cost, quality and size: No dwelling shall be permitted on any lot at a cost of less than \$30,000.00 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. The first floor area of the main structure, exclusive of one story porches and garages, shall be not less than 1800 square feet for a one story dwelling, nor less than 1200 square feet for a dwelling of more than one story, and the combined enclosed living area of either a one story or two story dwelling shall not be less than 1800 square feet.
- C. Building location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any are shown thereon. No building shall be located nearer than 10 feet to an interior lot line, except a 5 foot side yard shall be required for a garage or other permitted accessory building, located 35 feet or more from the minimum building setback line. For the purpose 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.
- D. Lot area and width: No dwelling shall be erected or placed on any less area than a complete lot as shown on recorded plat.
- E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat, if such are shown, and over the front 5 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 may 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.
- 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. No trailer, camper or bus home shall be kept on any lot for more than 2 days unless same is screened from view, except for use as a construction office during the construction of a residence.

Darrow Garner Inc
Logan

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 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.

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: Invalidation of any one of these coveaants 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 9 day of July, 1971

DARROW GARNER, INC.

By Darrow Garner Pres. Mary Ruth Garner Secy.

STATE OF ARKANSAS }
COUNTY OF BENTON } ss

On the 9 day of July, 1971, before me a Notary Public duly commissioned, qualified and acting, within and for the county and state aforesaid, 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 were duly authorized in their respective capacities to execute the annexed and foregoing instrument for and in the name and behalf of said corporation, 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 9 day of July, 1971.

Esther A. Spawls
Notary Public

My commission expires March 5, 1973

96 101017

Recording Number: _____

ADDENDUM TO PROTECTIVE COVENANTS FOR:

We the undersigned, being a majority of the owners of lots in **Schillings First Addition** do hereby authorize the following amendment to paragraphs F and G of the Protective Covenants and the following amendments to paragraphs A and B of the General Provisions covering this addition as recorded at Book 429, Page 294 on July 9, 1971 in the Circuit Clerk's Office, Benton County, Arkansas.

NUISANCES:

- o Activities shall not be carried upon any lot or within any dwelling, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
- o Trash, limbs, leaves, tall grass or weeds in the maintained area shall not be allowed to accumulate as to become a eyesore to the area.
- o Burning of garbage is prohibited. Burning of yard waste or debris shall be permitted with advance notice to the Beaver Lake Fire Department.
- o Real Estate signs, for sale by owner signs and open house signs shall be permitted provided they are placed at least five (5) feet within the property boundaries. All other signs are prohibited.
- o Commercial activities (except for home offices that cause no activity or appearance change in the neighborhood) are prohibited from being carried on within this subdivision.
- o One (1) garage sale per residence shall be permitted, provided the sale does not exceed two (2) consecutive days in a year.
- o Trailers of any type, recreational vehicle, camper, bus, boat, pickup shell, or any inoperative vehicle shall not be kept on any lot for more than five (5) days unless it is enclosed from view from any street or neighbor.
- o No mechanical work may be done on vehicles on driveway or in view of street if work requires dismantling of parts from vehicle causing vehicle to be inoperative in excess of five (5) days.
- o Semi-trailer trucks, vehicles over one (1) ton and vehicles of a obvious commercial type shall be prohibited from parking in the street, driveway or yard of any property for longer than four (4) hours unless performing repairs or services to a residence.
- o Resident vehicles shall be parked on driveway.
- o Pets shall be leashed or contained at all times. Pets creating a nuisance shall not be allowed. 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.

This space for use by the County Recorder's Office only

*Joak Hewitt
15597 Putnam
Rogers ar. 72756*

FILED FOR RECORD
At 10:31 O'clock 4 M

DEC 16 1996

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

20503
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96 101018

Recording Number _____

OUTBUILDINGS:

Buildings unattached to a main residence and separated from the main residence shall be deemed an outbuilding. Temporary or permanent outbuildings shall not be constructed or erected on any lot unless they are compatible with the main residence. Outbuildings existing on any lot not conforming to this covenant on the date this addendum is recorded shall be removed at such time the property is either sold, conveyed or transferred to another party.

NON-OCCUPIED RESIDENCE OR LOT:

A residential property vacated for four (4) months or longer for which the exterior or the residence or grounds are not being maintained shall be deemed a non-occupied residence. A non-occupied residence shall be ordered to be maintained by a majority vote of the duly constituted Prairie Creek Association Board of Directors existence at such time and the costs of the maintenance shall be billed to the property owner of not otherwise borne by the property owner.

PROPANE TANKS:

Must comply with State of Arkansas LPG regulations and should concur with Beaver Lake Fire Department recommendations.

SATELLITE DISHES:

Dishes over 24 inches in diameter must not be visible from street, and must have concurrence of adjacent property owners prior to installation.

FRONT YARD FENCES:

Fences made of wire or pipe of any kind including chain link, chicken wire, barbed wire, or any type of wood or man made material, including fences degrading to the neighborhood deemed by a majority of Prairie Creek Association Board of Directors shall not be permitted in the front yards of any home or vacant lot.

Definition: Under "Nuisances", paragraph 1, annoyance is defined as: To irritate, bother, or make somewhat angry as by repeated action, noise etc... Harm by repeated attacks, harassment, molest.
Definition: Under "Nuisances", paragraph 2, eyesore is defined as: A thing that is unpleasant to look at.

96 101019

Recording Number _____

GENERAL PROVISIONS

TERMS:

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 ten (10) years, unless they are amended during this period, and shall be automatically extended for successive ten (10) year periods. Amendments will be made by a vote of the majority of landowners, one vote per lot for the legal owners.

ENFORCEMENT:

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition or subdivision and bind the present owners, their heirs, successors and assigns. All parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, with the owners, as to the covenants and agreements herein set forth and contained. None of the covenants and agreements shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the addition or subdivision. The developer, the Prairie Creek Association (A non-profit corporation), or any owner or owners of lots in this addition subdivision, shall have the right to enforce the provisions contained in these covenants or any of their addendum's or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

The above amendments to covenant paragraphs F and G and General Provisions paragraphs A and B will in no way affect the other Covenants and General Provisions as covered in the Protective Covenants filed at book 427, pages 161 and 162 on May 13, 1971 or the previous addendum recorded at Book 456 page 366 on March 7, 1973 in the Circuit Clerk's Office, Benton County, Arkansas, covering the Dream Valley Second Addition.

96 101020

WITNESSETH OUR HANDS AND SEALS THIS 16 DAY OF DECEMBER 1999.
LOT NUMBER OWNER(S)

3	9037 LANE LORAIN	Betty J. Armstrong
2	9001 LANE LORAIN	Harold H. Phillips
2	9001 LANE LORAIN	Jane D. Phillips
1	8998 LANE LORAIN	Audrey Roemer
1	8998 LANE LORAIN	Marvin J. Roemer
8	9062 LANE LORAIN	Maxine H. Anderson
9	9062 LANE LORAIN	Maxine H. Anderson
10	9067 LANE LORAIN	Alyce M. Miller
10	9067 LANE LORAIN	Barbara J. McFree
7	9061 LANE LORAIN	Harold Millard
7	9061 LANE LORAIN	Dorothy Millard

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

On this the 16 day of DECEMBER 1996, before me, a Notary Public within the State and County aforesaid, duly commissioned and qualified acting, they personally appeared to me will known who stated upon oath that they had executed the above and foregoing instrument for the considerations set forth herein.

E. J. Miller
Sept 25, 2005
My commission expires

Notary Public

