

600

PROTECTIVE COVENANTS
Sequoyah Woods
A Subdivision in
Benton County, Arkansas

Covering the following described real estate situated in
Benton County, Arkansas, to-wit:

A part of the SE $\frac{1}{4}$ of Section 20, Township 19 North,
Range 29 West, Benton County, Arkansas; described as follows:

Beginning at the SE corner of said Section 20
thence N 01° 46' 46"E 140.00 feet;
thence N 37° 06' 21"W 833.81 feet;
thence N 20° 42' 00"W 380.00 feet;
thence N 07° 14' 12"E 527.14 feet;
thence N 24° 40' 00"E 179.00 feet;
thence N 16° 17' 41"W 302.95 feet;
thence N 17° 48' 50"W 319.51 feet;
thence N 02° 25' 40"W 246.78 feet;
thence N 18° 34' 25"W 127.10 feet;
thence N 29° 52' 26"E 272.29 feet;
thence N 60° 08' 34"W 65.21 feet;
thence N 64° 09' 57"W 82.80 feet;
thence N 76° 57' 07"W 100.53 feet;
thence N 87° 26' 50"W 104.84 feet;
thence S 04° 36' 05"W 462.00 feet;
thence N 88° 54' 17"W 760.89 feet;
thence S 15° 41' 32"E 61.58 feet;
thence S 27° 28' 37"E 770.00 feet;
thence S 23° 18' 13"E 212.67 feet;
thence S 14° 43' 56"E 226.37 feet;
thence S 09° 05' 10"E 747.05 feet;
thence S 12° 13' 58"E 146.99 feet;
thence S 16° 21' 56"E 186.06 feet;
thence S 20° 05' 35"E 493.28 feet;
thence S 87° 07' 17"E 1173.66 feet to the point of
beginning containing 72.27 acres, more or less.

FILED FOR RECORD
At 10:55 o'clock A.M.

JUN 14 1978

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

KNOW ALL MEN BY THESE PRESENTS, that Hyland Park, Inc.,
as owner and subdivider of all the Lots in Sequoyah Woods,
Benton County, Arkansas, do hereby enter the following restrictive
covenants with respect to said subdivision.

(1) All Lots in said subdivision shall be residential lots,
and, no structures shall be erected on any of the lots other
than one detached, single family dwelling to be used for
residential purposes, except as follows:

(a) A detached garage may be erected upon each of said
lots.

(b) A guest house may be erected upon each of said lots.

Lindsay & Assoc.
PO Box 1174
Fayetteville, Ar 72701

(c) All buildings must be built out of materials that are consistent with the architecture of the residential dwelling.

Each single family residential dwelling erected in said subdivision shall have not less than 1100 square feet in heated area (excluding garage).

(2) No trailer, mobile home, tent, garage, or other building or structure, temporary or permanent, other than those herein above described, shall be erected on said lots.

(3) No offensive or noxious trade or business may be carried on upon any of the lots of said subdivision. If any trade of business is carried on in said subdivision it shall be of such a type as can be carried on within a residential dwelling without altering the character of said subdivision. No advertising signs, displays, or other media shall be permitted upon any lot in said subdivision.

(4) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(5) No building may be erected any nearer to any side lot line than seven and one half (7½) feet, and no building may be erected any nearer than twenty-five (25) feet to any rear lot line.

(6) The owner of any lot in said subdivision may be required at the request of the owner of any lot in the subdivision, to remove any non-operating vehicle that has remained upon the street or lot for a period in excess of (90) days.

(7) No trees within the conservation easement as designated upon the plat of said subdivision shall be cut or destroyed, and no dam, fence, or other obstruction shall be erected within, on or across the conservation easement.

(8) The primary purpose of the 40 foot wide temporary easement on Lot 45 and the 10 foot wide permanent easement on Lot 1 is to protect and maintain the decorative fence, entrance

posts(s), and landscaping. None of these improvements may be removed or destroyed by the owners of either Lots 1 or Lot 45 without the prior, written approval of the developer. Also no additional above ground structures, plants, trees, etc., may be placed within these easements without the prior, written approval of the developer.

(9) No fence in excess of three (3) feet shall be permitted along or upon the front portion of any lot in said subdivision. Any fence along or upon the front portion of any lot in said subdivision must be decorative wood and/or brick or stone masonry. "Front" as used herein shall be that portion of a lot between the residence situated thereon and the street abutting said lot. No fence shall be constructed across the fifteen foot wide front easement on the lots.

(10) When driveways are constructed, each lot owner shall extend the hot mix asphalt pavement from the paved edge of Sequoyah Drive to the front lot line. If the driveway cuts off the normal drainage from any lot in the subdivision, then the owner or owners of each lot in said subdivision shall construct or cause to be constructed a concrete swale conforming to the drainage requirements at the point where the driveway upon said lot intersects with the street or roadway abutting such lot. The swale shall be at least five (5) feet long, ten (10) feet wide, and six (6) inches thick. No culverts, pipes, or other underground drainage devices shall be constructed or erected at such driveway entrance.

(11) These covenants and restrictions are to run with the land, and shall be binding on all of the parties, their heirs and assigns for a period of 25 years from the date hereof. At any time within six months from the expiration date a majority of the then lot owners may express their intention in writing drafted so as to be recorded with the Register of Deeds, that they no longer care for these covenants and the same shall then be terminated. In the event that no such action is taken, these covenants shall continue for periods of five years and any five

year period may be terminated in accordance with the terms for the original termination. It is further provided that should the covenants either by adding to or taking from the present form, the same shall be incorporated in a written instrument capable of being recorded as above referred to and under the same terms and conditions thereof. Each lot shall entitle its owner(s) to one vote.

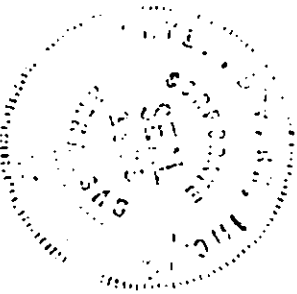
(12) If the parties herein or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before the 25 years from date hereof and likewise as to continuations it shall be lawful for any other person or persons owning any lot in said subdivision or development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so or to recover damages or other penalties for such violation.

IN WITNESS WHEREOF this instrument has been executed this

9th day of June, 1978.

Hyland Park, Inc.

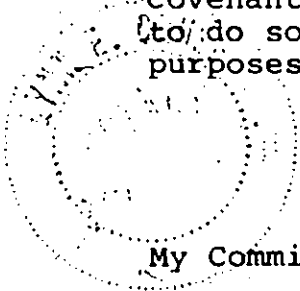
James G. Lindsey
President



ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

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, James E. Lindsey as President of Hyland Park, Inc., to me well known as the signer of the above and foregoing covenants and restrictions, and stated that he, having proper authority to do so, had executed the same on behalf of said corporation for the purposes therein mentioned and set forth.



Lynn E. Cruise
Notary Public

My Commission Expires:

7-15-79