

400

PROTECTIVE COVENANTS  
FOR  
TOP-FLITE ADDITION NO. 1

Location: Part of the SE $\frac{1}{4}$  of Section 9, Township 19 North, Range 29 West in Benton County, Arkansas.

The undersigned Darrow Garner, Inc., being the sole owner and developer of Top-Flite Addition No. 1, does hereby establish and create the following protective covenants which shall apply to all lots shown on the recorded plat of the above 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 single-family dwellings not to exceed two and  $\frac{1}{2}$  stories in height. One detached garage building, if garage is not attached to house, and one storage building not to exceed 10'x12' in area will be permitted.

B. Dwelling Quality and Size: No dwelling shall be permitted on any lot having less than 1800 square feet of living area for a one-story dwelling, nor less than 1800 square feet on the main floor for a dwelling of more than one story, and the combined enclosed living area exclusive of porches and garages of either a one story or two story dwelling shall not be less than 1800 square feet on the main floor.

C. Building location: No building shall be located on any lot nearer to the front lot line or nearer to the back lot 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. For the purpose of this covenant, eaves and steps 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 to encroach upon another lot.

D. Lot area and width: No dwelling shall be erected or placed on any less area than the equivalent of the smallest lot in this addition as shown on the recorded plat.

E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown, and over the front five feet of each lot.

F. Nuisances: No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or 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. No signs of any nature may be placed on the premises prior to construction or after construction is completed. No travel trailers, campers, travel bus, boat, boat trailer, or inoperative car or truck shall be kept on any lot for more than two days unless it shall be enclosed or screened from sight. No mechanical work on cars, trucks, or other vehicles shall be allowed in view from the street. No vehicles larger than  $\frac{3}{4}$  ton trucks or semi-trailers may be parked on street or in yard of property owners for longer than four (4) hours unless performing repairs or services to a resident in the subdivision. Only umbrella type clotheslines shall be allowed.

G. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No trailer shall be kept on any lot for more than 2 days except for use as a construction office during the construction of a residence. Residence construction should progress in a timely fashion and shall never exceed one year from inception to completion.

Rt Darrow Garner  
 Hwy 12 East  
 Re vers auc

FILED FOR RECORD  
At 11:20 o'clock A.M.

DEC 5 1984

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

Protective Covenants  
Top-Flite Addition No. 1

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 trees 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 covenants either to restrain violation or to recover damage.

C. Severability: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESSETH, the hands and seals of Darrow Garner, President and Mary Ruth Garner, Secretary of Darrow Garner, Inc. owner and developer, this 9th day of November, 1984.

DARROW GARNER, INC.

By Darrow Garner Pres.

Attest Mary Ruth Garner Secy.



ACKNOWLEDGMENT

STATE OF ARKANSAS )  
COUNTY OF BENTON ) ss

On the 9th day of November, 1984, before me a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, appeared Darrow Garner, President and Mary Ruth Garner, Secretary of Darrow Garner, Inc., owner and developer, to me personally well known, and stated that they being authorized to do so, had executed the foregoing instrument 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 this 9th day of November, 1984

Robert G. Gaudin  
Notary Public

My commission expires March 7, 1985.

