

FILED FOR RECORD
At 2:20 O'Clock P M

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

PROTECTIVE COVENANTS FEB 04 1998

For VISTA VIEW ADDITION SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

That ALBERT AND GRAY PROPERTIES LIMITED LIABILITY COMPANY, an Arkansas Limited Liability Company, being the owner of Lots 1 through 62, inclusive, in Phase 1 of VISTA VIEW ADDITION, a subdivision located in Siloam Springs, Benton County, Arkansas, according to the recorded plat thereof as recorded and designated in Plat Record 34 at Page 185 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 said subdivision as a residential neighborhood and maintain and protect the property value levels in said subdivision 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 subdivision as a residential area, does hereby adopt the following protective covenants which shall apply to said Lots 1 through 62, inclusive, in Phase 1 of VISTA VIEW ADDITION.

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 unit not to exceed two stories in height and garage. No trailers, mobile homes, modular homes or manufactured homes constructed elsewhere and assembled on the site, prefabricated buildings or buildings moved from another location, tents, shacks or other outbuildings or vehicles 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.

2. The heated/cooled living area of all single family dwelling units, exclusive of porches, patios, breezeways, storage rooms, carports and garages, shall be not less than EIGHT HUNDRED FIFTY (850) square feet.

3. The use of concrete block, T-111 fir or masonite for exterior walls and the use of T-111 fir or masonite for soffits, fascia or trim is specifically prohibited. Any attached or detached garage constructed in connection with any dwelling unit shall be of the same design, shall have the same roof material and exterior trim and shall have the same material for its exterior walls as the dwelling unit constructed on such lot.

4. Each single family unit shall have constructed in connection therewith a garage for at least one (1) automobile.

5. Each single family dwelling unit shall have constructed in connection therewith a sidewalk four (4) feet in width along the front lot line from side lot line to side lot line to be located two (2) feet from the back side of the street curb and constructed in accordance with the

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requirements of the City of Siloam Springs, Arkansas, and off-street parking for at least two (2) automobiles in addition to the requirements for garage. The driveway from the street to the garage shall be considered an off-street parking area. The driveway or off-street parking area shall be a concrete slab at least four (4) inches in thickness and a minimum of sixteen (16) feet in width and twenty-five (25) in length.

6. All single family units constructed on said lands shall face a platted street in said subdivision.

7. The re-subdivision of any lot covered by these covenants into smaller tracts for sale for the purpose of construction of any building thereon, except for a garage being constructed in connection with a single family unit located on an adjoining lot, is expressly prohibited. This paragraph shall not prohibit the use of two lots for the construction of one dwelling unit.

8. No building shall be located on any lot except in accordance with the building set-back requirements along the front, rear and side lot lines of each lot as shown on the recorded plat.

9. 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 and fences of barbed wire, chicken wire or hog wire are specifically prohibited. No fence shall be erected or permitted to remain on any lot nearer to any street than the minimum building set-back line of twenty-five (25) feet as shown on the recorded plat. Any fence constructed from wood shall have its more attractive side facing away from the lot and the framework and posts for any wood fence shall not be exposed to view from outside the fence.

10. 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 structure, 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 change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement. 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.

11. All utility service lines from the street or utility easement to each dwelling, including but not limited to electrical, television and telephone service, shall be located and constructed underground. Above ground antennas, including but not limited to radio, television or satellite dish antennas, are expressly prohibited from being located in the front yard of any dwelling unit.

12. 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.

13. No owner, builder or tenant shall place or cause to be placed any asphalt, concrete, gravel or other material on the curb or gutter of the platted streets within the subdivision.

14. Any covered patio or deck constructed in connection with a single-family unit must be erected with a roof of the same material as the roof of the adjacent dwelling unit and must be tied into the roof of the adjacent dwelling unit with the same gable/hip design and pitch of the roof of the dwelling unit to which it is attached.

15. Overnight on-street parking of any type of motor vehicle, trailer or equipment is expressly prohibited at all times.

16. Parking of automobiles, motor homes, camper trailers, recreational vehicles, equipment trailers, utility trailers, cycle trailers, off-road vehicles and vehicle trailers, snow mobile trailers, trucks, tractors or any other type of equipment is expressly prohibited at all times in the front yard or side yard of any dwelling unit and if parked in the rear yard of any dwelling unit, the same must be located on a concrete parking pad and shall not at any time be parked on the ground.

17. The use of any porch, patio, yard, driveway, garage or dwelling unit for any type of bazaar, private offering, sale, silent auction sale, public auction sale, garage sale, rummage sale or sale of any type is expressly prohibited.

18. The use of the platted street or the use of any driveway or front yard or side yard of any dwelling unit to repair, overhaul, service or perform work on any type of vehicle, whether motorized or not, or any trailer, machinery or equipment of any type is expressly prohibited at all times and any such work must be done inside the garage or in the rear yard of the dwelling unit.

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

20. 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 for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

21. 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 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; and provided further, there shall be no more than two (2) pets per household, which pets shall be maintained at all times in a clean and sanitary condition.

22. No lot shall be used or maintained as a dumping ground for rubbish, trash, salvage or inoperable vehicles. 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 and sanitary condition at all times. The front yard of any dwelling unit shall not be utilized for storage of any items other than flower pots or planters which complement landscaping of the yard. Owners of the lots shall keep the same free of unsightly accumulation of trash, leaves and weeds and shall keep grass mowed to a height no higher than six (6) inches at all times.

23. 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, county and state public health authorities, and approval of such systems as installed, shall be obtained from such authority.

24. No fence, wall, hedge or shrub planting which obstructs sidelines 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 in a line connecting them at points twenty-five (25) feet from the intersection of the street lines. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of the driveway. 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.

25. All room additions, dwelling alterations, garages, carports, fences and other structures must first be approved by a duly authorized representative of ALBERT AND GRAY PROPERTIES LIMITED LIABILITY COMPANY or its successors and assigns as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Such approval authority shall remain with ALBERT AND GRAY PROPERTIES LIMITED LIABILITY COMPANY or their successors and assigns until such time as more than ninety (90%) percent of the lots subject to these protective covenants have been sold.

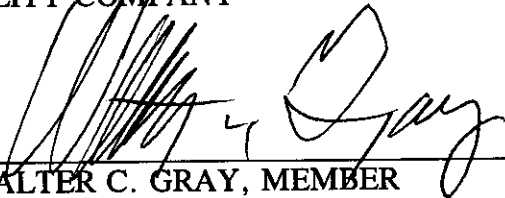
26. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of one (1) year each, 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.

27. Enforcement of these covenants may be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the covenants, either to restrain violation or to recover damages or both.

28. Invalidation of any one of these covenants by judgment or order of a court of competent jurisdiction shall in no wise affect any of the other provisions of these covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, the said ALBERT AND GRAY PROPERTIES LIMITED LIABILITY COMPANY has caused this instrument to be executed on this the 4th day of February, 1998.

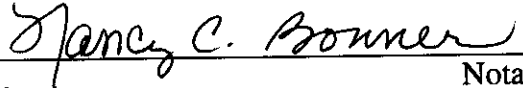
ALBERT AND GRAY PROPERTIES LIMITED
LIABILITY COMPANY

BY: 
WALTER C. GRAY, MEMBER

STATE OF ARKANSAS)
) ss. Certificate of Acknowledgment
COUNTY OF BENTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named WALTER C. GRAY, to me well known, who stated he was a member of ALBERT AND GRAY PROPERTIES LIMITED LIABILITY COMPANY, an Arkansas Limited Liability Company, and was duly authorized to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated that he 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 on this 4th day of February, 1998.

My commission expires: 
Notary Public

[Seal]

