

REVISED PROTECTIVE COVENANTS
for
TWIN LAKES ESTATES

APR 29 1974

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

We, the undersigned, being a majority of the owners of TWIN LAKES ESTATES, do hereby revise and amend the protective covenants shown at Benton County, Arkansas Deed Record 335 at page 207 thereof, by establishing and creating the following Protective Covenants which shall apply to all lots, blocks, parcels, and parts of lots and blocks as shown on the recorded plat of said Subdivision in the Office of the Recorder of Benton County, Arkansas.

I.
COVENANTS.

- A. Land Use and Building Type. No lot shall be used except for residential purposes; no dwelling shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed 2½ stories in height and a private garage for not more than three (3) cars. No lot or group of lots may be divided for the purpose of a builder or builders erecting more than one residence per platted lot. No lot shall be altered for the purpose of building more than one residence per lot or to permit a larger number of houses in this plot than the total number of lots.
- B. Dwelling Cost, Quality, and Size. No dwelling shall be permitted on any lot having less than 1,800 square feet of living area for a one-story dwelling, nor less than 1,800 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 1,800 square feet on the main floor.
- C. Building Location. No building shall be located on any lot nearer to the front lot line nor 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 25 feet to the front lot line nor nearer than 10 feet to an interior lot 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. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if any are shown, and over the front 5 feet of each lot.
- E. 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 once the dwelling has been completed and occupied. No travel trailer, camper, travel bus, truck larger than 1/2-ton pickup, boat, boat trailer, or inoperative car or truck may be kept on any lot for more than two days unless it shall be enclosed or screened from sight. No mechanical work on car, truck, or motorcycles shall be allowed in view from the street. Only umbrella-type clotheslines shall be allowed.

F. 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 two days except for use as a construction office during the construction of a residence.

G. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway 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 twenty-five feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten 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 twenty-five years, from the date these covenants are recorded, after such time said covenants shall be automatically extended for successive periods of ten 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.

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 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, this instrument is hereby executed this 29 day of April, 1974.

DARROW GARNER, INC.

by Darrow Garner
Darrow Garner, President

Att: Mary Ruth Garner
Mary Ruth Garner, Secretary

H & W ENTERPRISES, INC.

by Lemuel H. Tull
Lemuel H. Tull, President

Att: T. V. Hilt
T. V. Hilt, Secretary

STATE OF ARKANSAS)
COUNTY OF BENTON)

BE IT REMEMBERED, that before me, a Notary Public, duly commissioned, qualified, and acting within and for the State and County aforesaid, appeared DARROW GARNER, MARY RUTH GARNER, LEMUEL H. TULL, and T. V. HILT, the president and secretary of DARROW GARNER, INC., and the president and secretary of H & W ENTERPRISES, INC., respectively, known to me to be the persons who executed the above and foregoing instrument, and did acknowledge that they had done so in such capacities, for and on behalf of such corporations, for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 29 day of April, 19 74.

Esther A. Gaudin
Notary Public

My Commission Expires:

March 5, 1977

CERTIFICATE OF RECORD

STATE OF ARKANSAS, } ss
County of Benton

I, Josephine R. Heyland, Circuit Clerk and Ex-Officio Recorder of the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 29 day of April, A. D. 19 74 at 11:00 o'clock A.M., and the same is now duly recorded, with the acknowledgement and certificates thereon, in Record Book 474 at page 244.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this 29 day of April, 19 74.

Josephine R. Heyland
Josephine R. Heyland

Circuit Clerk and Ex-Officio Recorder

N. W Enterprises, by T. V. Hilt

601 N. Walnut

Benton