

OCT 12 1979

JOSEPHINE R. HEYLAND

Clerk and Recorder
BENTON COUNTY, ARK.

PROTECTIVE COVENANTS

for

TWIN LAKE ESTATES

Block D, lots 7 to 11

Block F, lots 1 to 15

Block G, lots 1 to 9

Location: A part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and a part of the SW $\frac{1}{4}$ of Section 5, Township 19 North, Range 29 West Benton County, Arkansas

The undersigned Darrow Garner, Inc., being the sole owner of Block D, lots 7 to 11, Block F, lots 1 to 15 and Block G lots 1 to 9 of Twin Lake Estates, does hereby authorize, establish and create the following Protective Covenants which shall apply to all lots, blocks, parcels and parts of lots as shown on the recorded plats of the above subdivisions.

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 a one single-family dwelling not to exceed two and 1/2 stories and one detached garage building, if garage is not attached to house.
- B. Dwelling cost, quality and size: No dwelling shall be permitted on any lot having less than 1800 square feet of enclosed living area for a one-story dwelling, nor less than 1800 square feet of enclosed living area on the main floor for dwellings of more than one story.
- C. Building location: No building shall be located on any lot nearer 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 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. Lot area and width: No dwelling shall be erected or placed on any less area than the equivalent of the smallest lot in these additions as shown on the recorded plats.
- E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats, if such are shown, and over the front five 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 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 vehicle 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 motorcycle shall be allowed in view from

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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 covenant either to restrain violation or to recover damage.
- 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..

WITNESSETH: The hands and seals of Darrow Garner, president, and Mary Ruth Garner, Secretary of Darrow Garner, Inc., owner, this 12th day of September 1979.

DARROW GARNER, INC.

By Darrow Garner Pres.

Attest: Mary Ruth Garner Secy.

STATE OF ARKANSAS)
COUNTY OF BENTON) ss

On the 12th day of September, 1979 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 12th day of September 1979.