

92-56363

FILED FOR RECORD
At 9:00 O'clock A.M.

SEP 15 1992

(CORRECTED)
PROTECTIVE COVENANTS
FOR
TOP FLITE ADDITION No. 2

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

Location: a part of the SW 1/4 and a part of the SE 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 authorized developer of the Top Flite Addition No.2 does hereby establish and create 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 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 a single-family dwelling not to exceed two and 1/2 stories in height.

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 1600 square feet of living area on the main floor for a dwelling of more than one-story exclusive of porches and garage.

C. Building location: No building shall be located nearer than 10 feet to an interior lot line nor nearer the front or back lot line than the minimum building setback lines shown on the recorded plat, if any are shown thereon, EXCEPT a 5 foot side yard shall be required for one separate storage building, not to exceed 12' X 30' in size, located 35 feet or more from the minimum building setback 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: In no case shall any lot be altered for the purpose of placing more than one house per lot.

E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown thereon, 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 occupied other than real estate "for sale" signs to be displayed on property being offered for sale. No commercial activity may be carried on within this addition. Yard sales or garage sales are restricted to one per year per residence. Open house directional signs if used at street entrance must be left in place only when "Open House" being advertised, is staffed by sales person and must be removed when sales person leaves for the day. No political yard signs will be allowed in this subdivision. No travel trailer, camper, 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 vehicles larger than 3/4 ton trucks or semi-trailer trucks may be parked on streets or in yard of property owners for longer than four (4) hours unless performing repairs or services to a residence in the subdivision.

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No motor homes or travel R. V.s may be occupied by guests or any one else and may not at any time be hooked up to utilities from the home. No mechanical work may be done on vehicles on drive way or in view of street if work requires dismantling of parts from vehicle causing vehicle to be in-operative. Tires may be changed in case of flats.

No in-operative vehicle may remain in the drive way for more than 48 hours. No commercial vehicle with signs of business connected activity shall be left on drive way over night, but must be screened from view of street or parked inside garage. Only umbrella type clothes lines shall be allowed. Satellite dish antennas will not be permitted.

G. Temporary structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building 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.

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 a 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 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 damage.

C. Severability: Invalidation of any 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. this 10th day of September, 1992.

DARROW GARNER, INC.

Darrow Garner President

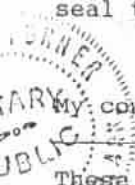
Mary Ruth Garner Secretary

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

On the 10th day of September 1992 before me a Notary Public duly commissioned, qualified and acting within and for the county and state aforesaid, appeared Darrow Garner and Mary Ruth Garner, President and Secretary respectively of Darrow Garner, Inc., an Arkansas Corporation, stating that they had executed the foregoing instrument in their respective capacities for the consideration, uses and purposes therein mentioned and set forth

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10th day of September 1992.



Anna J. Turner
Notary Public

My commission expires 4-25-96

These corrected covenants replace covenants # 92 52219 & 92 52220, filed for record at 9:30 AM August 27, 1992, Benton County, Arkansas.

return to:
DARROW GARNER, INC
1955 Hwy. 12 E.
Rogers, AR 72756