

FILED FOR RECORD
At 1:00 O'Clock A. M.

319 - 553a

MAR 3 1966

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

PROTECTIVE COVENANTS

1. Application: These protective covenants shall apply to the lots covered by the foregoing Supplemental Declaration of Covenants and Restrictions and as reflected by the plat made a part of said Supplemental Declaration. The above Declaration shall hereinafter sometimes be referred to as "Supplemental Declaration" and the above plat shall hereinafter be referred to sometimes as "Subdivision Plat."

2. Architectural Control Committee: When the Architectural Control Committee, hereinafter referred to as A. C. C., is alluded to in these Protective Covenants it shall mean either the Board of Directors of the Developer or the Architectural Control Committee appointed by the Board of Directors pursuant to ARTICLE XII of the Declaration, dated May 18, 1965, referred to in the foregoing Supplemental Declaration of Covenants and Restrictions. The provisions of ARTICLE XII of the Declaration of May 18, 1965, shall prevail in all respects as to these Protective Covenants, in the event of conflict between these Protective Covenants and ARTICLE XII of the Declaration of May 18, 1965.

3. Amendment, Rescission or Additions: The Board of Directors of the Developer, its successors and assigns, may amend, rescind or add to these Protective Covenants from time to time.

4. Zoning: All lots reflected upon the plat made a part of this Supplemental Declaration are zoned as residential lots and only single family mobile homes (trailers) may be built, constructed or moved thereon.

5. Resubdivision: No lot so designated shall be re-subdivided except upon written approval of the A. C. C.

EXHIBIT 1

6. Mobile Homes: One mobile home type trailer may be placed upon each lot subject to the notes upon the recorded subdivision plat and also subject to the following provisions:

(a.) Such provisions, limitations and restrictions as the A. C. C. may from time to time promulgate, and with the understanding that prior to any owner moving a mobile home upon any lot he must have written approval of A. C. C. as to such mobile home in order that same may be in harmony with the general plan;

(b.) Any mobile home placed upon a lot shall be located within the bounds of the trailer site shown within the lot of the subdivision plat;

(c.) Such mobile home shall be a permanent residence of the owner and may be rented by the owner only with the approval of the A. C. C. in writing first obtained;

(d.) Such mobile home placed upon a lot shall be connected to water, sewer and electric utilities made available (except sewer) by the Club, the Developer, or a company providing such utilities locally, and upon the failure of the owner to make and maintain such connections the Club may require the removal by the owner of such mobile home;

(e.) The wheels of such mobile home shall be removed when it is placed upon a lot of the subdivision plat and the mobile home shall be placed upon a foundation approved by A. C. C., and such foundation to be covered so as to conform to the general plan.

7. Temporary structures: No structure of a temporary character, trailer, basement, tent, shack, garage or other out-building, shall be used on any lot at any time as a residence, either temporarily or permanently.

8. Setbacks: No building shall be placed closer to the Roads and Streets than the setback line shown on the subdivision plat, except where such requirement creates an undue hardship upon the owner, such setback may be modified as necessary to prevent the hardship by the A. C. C.

9. Side Yards A single family mobile home or trailer, or any building incident thereto, shall not be closer to a side lot line than 5 feet, except where such restriction creates an undue hardship upon the owner the A. C. C. may modify this restriction so as to alleviate the hardship.

10. Back Yards: A single family mobile home or trailer, or any building incident thereto, shall not be closer to a back lot line than 25 feet, except as shown on Plat, and except where such restriction creates an undue hardship upon the owner, the A.C.C. may modify this restriction so as to alleviate the hardship.

11. Construction of Buildings: The contractor, builder, person or entity constructing a building upon any of the lots reflected upon the subdivision plat shall, prior to beginning the construction of any such building, furnish to the A. C. C. proof that a suitable completion bond has been made to insure completion of the building and to indemnify the owner against material and mechanic liens. At the same time there shall be furnished to the A. C. C. satisfactory proof that builders' risk insurance, including workmen's compensation insurance, if applicable, will be in effect for the construction period. If the owner is his own builder, he shall furnish to the A. C. C. such credit information and proof of financial ability to complete the building within the time requirements of these Protective Covenants, or as shall be required by the A. C. C. In such case, the owner shall also furnish to the A. C. C. proof of builders' risk insurance, including workmen's compensation insurance, if applicable, being in effect for the construction period.

12. Completion of the Installation of Mobile Home or Construction of Buildings: Any mobile home or trailer shall be completely installed upon a lot of the subdivision plat in accordance with plans as approved by the A. C. C. within 30 days from the date of the start of the installation. Any building incidental to a mobile home or trailer which shall have been approved by the A. C. C. shall be completely constructed, interior and exterior, within six months from the date of the start of construction.

13. Electric Wiring and Plumbing: Electric wiring and plumbing installed in any mobile home or trailer, as well as any building incidental thereto shall be in accordance with standards prescribed by the A. C. C. and in no event shall such standards be less restrictive than those provided by the Federal Housing Administration.

14. Sewage Disposal: No privately owned sewage disposal system shall be permitted upon any lot of the subdivision plat unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

15. Water Supply: No privately owned water system shall be permitted upon any lot of the subdivision plat unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A. C. C.

16. Outbuildings: Only such outbuildings shall be erected upon a lot reflected upon the subdivision plat as shall be incidental to a mobile home or trailer as shall have been approved by the A. C. C. prior to the start of construction of same.

17. Addition to Mobile Homes: All additions to mobile homes or trailers shall be approved by the A. C. C. prior to the owner commencing construction of same, and if the A. C. C. shall approve such addition it shall be completed within 3 months from the date of the start of construction.

18. Protective Screening: There shall be compliance with all protective screening areas as reflected upon the subdivision plat. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", shrub plantings, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners at their expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall or utility or drainage facilities shall be placed or

permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utility and drainage facilities.

19. Sight Distances 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 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 lines, or in the case of a rounded property corner 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 tree 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.

20. Signs: All signs are prohibited within the area covered by this subdivision plat except:

(a.) Signs erected by the Club for identification of streets, traffic control and directional purposes;

(b.) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 5 square feet in area;

(c.) Signs erected by Developer in connection with its sales program.

21. Model Mobile Homes: No provision of these Protective Covenants shall preclude the Developer in furtherance of its sales program from placing and maintaining model mobile homes or trailers upon lots reflected upon the subdivision plat and owned by Developer, in furtherance of its sales program.

22. Businesses Prohibited: Except for the business of the Developer in furtherance of its sales program the practice of any profession or the carrying on of any business is prohibited within any area covered by the subdivision plat.

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23. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as provided in the Declaration of May 18, 1965, and as indicated upon the subdivision plat.

24. No obnoxious or offensive activity shall be carried on upon any area covered by the subdivision plat.

25. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any area covered by the subdivision plat, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

26. Garbage and Refuse Disposal: No part of the area covered by the subdivision plat shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary condition, and disposition of same shall be prompt.

27. Clotheslines: No clothesline shall be attached at either end to any part of a mobile home located upon any lot shown on the recorded subdivision plat. Any clothesline erected upon a lot of the subdivision shall be of a construction approved by the A. C. C. No clothesline of either a temporary or permanent nature shall be erected upon any lot unless it is screened from view from all streets shown on the recorded subdivision plat in a manner and with materials acceptable to and approved in writing by the A. C. C.

28. These Protective Covenants shall be enforced as provided in the Declaration of May 18, 1965.

12-25
FILED FOR RECORD

At 10 O'Clock A M.

MAR 31 1966

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

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SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, Cherokee Village Development Company, Inc., an Arkansas corporation, hereinafter called "Developer", executed on the 18th day of May, 1965, a Declaration with Protective Covenants attached thereto as Exhibit 1 and forming a part of said Declaration, which Declaration was filed for record at 10:00 o'clock A.M. on the 18th day of May, 1965, in the office of the Circuit Clerk and Ex-Officio Recorder in and for Benton County, Arkansas, and is there recorded in Book 373, page 08 et seq;

WHEREAS, Bella Vista Country Club, a non-profit corporation organized under the laws of the State of Arkansas, hereinafter referred to as "Club" joined in said Declaration for the purpose of indicating its agreement to perform the obligations placed upon it by the Declaration;

WHEREAS, the Developer in compliance with the provisions of the Declaration has brought under said Declaration as existing properties certain additional lands owned by it and as reflected by the Fourth Revised Map of Bella Vista of record in Plat Book D, page 46, of the records in the office of the Circuit Clerk and Ex-officio Recorder in and for Benton County, Arkansas, with the exception that the Protective Covenants which are set out in Exhibit 1 to the Declaration of May 18, 1965 aforesaid, and certain other provisions of the Declaration by way of exceptions do not apply to any of the lands reflected upon the Fourth Revised Map of Bella Vista aforesaid which have been brought under said Declaration;

WHEREAS, the Developer desires to create an attractive trailer park upon a portion of the property which it owns and which is reflected upon the Fourth Revised Map of Bella Vista aforesaid, and in order to affect such purpose the Developer has had J. F. Gore, Professional Registered Engineer, to prepare a

re-plat of a portion Blocks 9, 10, 11 and 12 as reflected upon the Fourth Revised Map of Bella Vista aforesaid;

WHEREAS, there is included upon the re-plat aforesaid certain lots and parts of lots owned by the Developer which have previously been brought under the Declaration as aforesaid, and it is the desire of the Developer to bring certain other of the lots and parts thereof owned by it under the Declaration aforesaid, which are reflected upon the Fourth Revised Map of Bella Vista aforesaid, and which appear upon the re-plat aforesaid;

WHEREAS, the Developer also desires to designate certain of the lots and parts of lots owned by it which are reflected upon the Fourth Revised Map of Bella Vista aforesaid as Common Properties under the Declaration aforesaid, and such lots and parts thereof are so designated upon the re-plat aforesaid;

WHEREAS, the Developer also desires that the lots reflected upon the re-plat aforesaid be hereafter referred to as indicated upon said re-plat, and that same be so conveyed and so carried upon all records, public and private;

WHEREAS, the Developer in bringing the property covered by this instrument under the Declaration aforesaid will designate the lots so designated and covered by this instrument as same appear upon the re-plat, and will necessarily include in said designation certain lots which have previously been brought under the Declaration aforesaid;

WHEREAS, the Club is agreeable to the provisions of this instrument aforesaid, and is agreeable that said lands hereinafter described as Tract No. 10 shall be covered and included under the terms, provisions, assessments and liens as provided in the Declaration referred to above.

WHEREAS, the Developer, by this Declaration, does in no wise intend to affect in any manner the following described lots in the Fourth Revised Map of Bella Vista, as shown in

Plat Record D, page 46:

Lots 24, 28 and 31 in Block 9

Lot 1 in Block 10

Lots 34 and 46 in Block 12

and said lots are specifically excepted from this Declaration as well as re-plat.

NOW, THEREFORE, the Developer in compliance with Section 2, ARTICLE II, of the Declaration aforesaid, does hereby subject the lands hereinafter described to said Declaration to the extent that same shall constitute additional lands under the Declaration aforesaid (certain of the lands heretofore brought under the provisions of the Declaration are included as above stated in the hereinafter described lands for clarification purposes), and shall be a part of the Existing Properties, but with the understanding that the Protective Covenants which are reflected upon Exhibit 1 to the Declaration, dated May 18, 1965, aforesaid shall not apply to the hereinafter described lands, and with the further understanding that the Protective Covenants hereto attached and made a part of this Supplemental Declaration as Exhibit 1 and made a part hereof as fully as though contained herein word for word, shall apply only to the lands covered by this Supplemental Declaration and not otherwise, and the lands referred to shall be Tract No. 10 and are as follows:

TRACT NO. 10 : Greenwich Mobile Home Subdivision

- A. The following lots and property reflected upon a plat prepared by J. F. Gore, Registered Professional Engineer, bearing the date of the 31st day of March, 1966, which plat referred to is a re-plat of a portion of Blocks 9, 10, 11 and 12 as reflected upon the Fourth Revised Map of Bella Vista aforesaid, and which plat first above referred to in this paragraph A, is filed contemporaneously with the filing of this Supplemental Declaration in the office of the Circuit Clerk and Ex-Officio Recorder in and for Benton County, Arkansas, and is of record in Plat Book D, Page 122, and which plat is by reference made a part of this Supplemental Declaration and this Supplemental Declaration is by reference made a part of said plat.

B. The following lots as reflected by the plat aforesaid prepared by J. F. Gore, Registered Professional Engineer, constituting a re-plat of a portion of Blocks 9, 10, 11 and 12 as reflected upon the Fourth Revised Map of Bella Vista aforesaid are subject to the following:

(1.) "Dedication and Reservations" as set forth upon the Fourth Revised Map of Bella Vista aforesaid;

(2.) Other reservations and restrictions upon the Fourth Revised Map of Bella Vista aforesaid;

(3.) The Fourth Revised Map of Bella Vista aforesaid shall not be considered a subdivision plat under said Declaration, but the plat made a part of this Supplemental Declaration shall be considered a subdivision plat under the Declaration;

(4.) That no other property reflected upon said map except lots previously brought under the Declaration aforesaid by the Developer and the lots covered by this Supplemental Declaration shall be covered by said Declaration aforesaid, and the property upon said map excluded from the Declaration includes, but is not limited to, roads, streets, ways and drives;

and the lots referred to above being as follows according to the plat prepared by J. F. Gore, Registered Professional Engineer, aforesaid, to-wit:

Lots 1T, 2T, 3T, 4T, 5T, 6T, 7T, and 8T, Block 9;

Lots 1T, 2T, 3T, 4T, 5T, 6T, 7T, 8T, 9T, 10T, 11T, 12T, 13T, and the area designated "Common Properties", all in Block 10;

Lots 1T, 2T, 3T, 4T, 5T, 6T, 7T, 8T, 9T, 10T, 11T and 12T, Block 11;

Lots 1T, 2T, 3T, 4T, 5T, 6T, 7T, 8T, 9T, 10T, 11T 12T, 13T, 14T, 15T, 16T and 17T, Block 12.

The following lots in the Fourth Revised Map of Bella Vista, Plat Record D, page 46, are specifically excepted from this Declaration and from the re-plat appearing in Plat Record D, page 122;

Lots 24, 28 and 31 in Block 9

Lot 1 in Block 10

Lots 34 and 46 in Block 12

The Club joins in this Supplemental Declaration, as it joined in the original Declaration of May 18, 1965, for the purpose of indicating its agreement to perform the obligations placed upon it by the original Declaration as well as this Supplemental Declaration.

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IN WITNESS WHEREOF, this instrument is executed by the Developer and the Club through its respective corporate officers who are duly authorized to so execute same in multiple counterparts any one which shall be deemed an original this 31st day of March, 1966.

CHEROKEE VILLAGE DEVELOPMENT
COMPANY, INC.

By *John Bellinger*
Vice-President

ATTEST:

(Blind)
Assistant Secretary

BELLA VISTA COUNTRY CLUB

By *John Cozart Jr*
President

ATTEST:

John Cozart Jr
Secretary

Acknowledgments on page 6 -

ACKNOWLEDGMENT

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STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

On this day before me, the undersigned Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named ELLEN ORR and G.W. BILLINGSLEY, to me personally well known, who stated that they were the Vice President and Assistant Secretary of CHEROKEE VILLAGE DEVELOPMENT COMPANY, INC. an Arkansas corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they 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 this 31st day of March, 1966.

My commission expires:

Neve Anne Ratcliff
Notary Public

June 6, 1967

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

On this day before me, the undersigned Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named EDWIN J. PEASE and JOHN A. COOPER, JR., to me personally well known, who stated that they were the President and Secretary of BELLA VISTA COUNTRY CLUB, an Arkansas corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they 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 this 31st day of March, 1966.

My commission expires:

Neve Anne Ratcliff
Notary Public

June 6, 1967

