

RESTRICTIVE COVENANT AGREEMENT

Now on this 20th day of August, 1968, we the undersigned, being all the owners of the following described real property situated in Benton County, Arkansas, to-wit:

ALTON'S BRUSH CREEK HILLS, a subdivision of part of the NW $\frac{1}{4}$ of Section 19, Township 20 North, Range 29 West, and part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, and part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 24, all in Township 20 North, Range 30 West.

For the purpose of maintaining fair and adequate property values in said Lots and of continuing the same as a desirable residential subdivision, on consideration of our mutual interests as owners of said lots, do hereby covenant and agree with one another that none of the above specified lots shall be sold, mortgaged, assigned, conveyed or other wise transferred, except subject to the hereinafter stated restrictive provisions, nor shall said lots be used for any purpose or any structure be erected thereon except in compliance and conformity with the following provisions, to-wit:

1. DWELLING TYPE AND QUALITY. No dwelling shall be erected except one detached single family dwelling and private garage of new construction.
2. DWELLING SIZE. No dwelling shall be permitted which does not have area sufficient to meet the following size requirements:

Lots 11 through 17 and lots 72 through 82 and lots 89 through 91, 1650 square feet including garage or carport.

All other lots shall be restricted to minimum of 1450 square feet, including garage or carport.
3. BUILDING LOCATION. No dwelling shall be erected on any lot nearer than 40 feet to the front lot line or nearer than 20 feet to side lot lines.
4. LOT WIDTH. According to the Arkansas State Health Department approval of the water supply, not more than one dwelling shall be erected on any platted lot.
5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(CONTINUED)

6. TEMPORARY STRUCTURES. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be occupied on any lot at any time as a residence either temporarily or permanently.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall automatically extend 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.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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 the undersigned have this 20 th day of August, 1968, affixed their hands and seals hereunto as owners:

Howard W. Alton, Jr.	_____
Howard W. Alton, Jr.	_____
Marietta V. Alton	_____
Marietta V. Alton	_____
Howard D. Kemper	_____
Howard D. Kemper	_____
Vivian W. Kemper	_____
Vivian W. Kemper	_____

STATE OF ARKANSAS)
) SS. ACKNOWLEDGMENT
COUNTY OF BENTON)

Now on this 20th day of August, 1968, personally appeared before me the undersigned Notary Public for the County and state aforesaid Howard W. Alton, Jr. and Marietta V. Alton; and Howard D. Kemper and Vivian W. Kemper, who state that they had executed the foregoing for the purposes set forth.

Witness my hand and seal in acknowledgment thereof this 20th day of August, 1968.	Harold Roberts.
My Commission Expires: 1-12-71	Notary Public
Filed For Record Sep. 3, 1968, 9:15 A.M.	Josephine R. Heyland,
	Clerk and Recorder