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FILED FOR RECORD  
At 2:30 O'clock P.M.

MAR 19 1979

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

BILLS OF ASSURANCES AND PROTECTIVE COVENANTS  
FOR  
OSAGE ACRES, ROGERS, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Jack Wallenberg and Joseph L. Riester are the sole owners of the following described lands situate in Benton County, State of Arkansas, to-wit:

Osage Acres Subdivision, Benton County, Arkansas and have caused the above described lands to be surveyed, staked, platted, and subdivided into lots, blocks, and streets and have designated the same as Osage Acres Subdivision, Benton County, Arkansas.

NOW THEREFORE, the undersigned, Jack Wallenberg and Joseph L. Riester, do hereby dedicate for public use all of the streets as shown on the said plat and do hereby gurantee the title to all of the land covered by said streets for the purposes of providing an orderly developement of the above described real estate and in order to provide adequate restrictive covenants for the mutual benefit of themselves and their successors in title do hereby impose the following restrictions and reservations and create the easements which shall be binding upon them, their successors and assigns, to-wit:

1. No mobile homes of any description shall be permitted on lots one (1), two (2), three (3), four (4), five (5), and ten (10).
2. No commercial stock of any kind, or any chickens, turkey, or hogs shall be raised, bred, or kept on any lot or lots except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose, and no poultry house shall be erected on any of said lots.
3. No commercial businesses shall be conducted on any of the lots herein.
4. No building shall be located on any lot nearer than fifty (50) feet to the front lot or nearer than fifty (50) feet to any side street line. No

*By Jack Wallenberg*  
*By 11*  
*Arms, aka 72701*

dwelling shall be located on any lot nearer than fifty (50) feet to the rear lot line or fifty (50) feet to any interior lot line. For the purposes of this covenant, eaves and steps shall not be considered as a portion of the building.

5. No dwelling shall be constructed with less than 1200 square feet and shall have a two car garage or carport. Any home constructed in Osage Acres shall be of new material.

6. Any home to be relocated on any lot in Osage Acres must have 1200 square feet of heated space with a two car garage or carport. The home and a set of building plans must be approved by the subdivision Architectural Committee in writing before the relocation takes place. If such approval is not granted, the landowner may not move the subject building into the subdivision.

7. Any mobile home moved onto lots six (6) and seven (7) must be placed at least 200 feet behind the existing road, designated Pope Road, which runs north and south of the property and any mobile homes moved onto lots eight (8) and nine (9) must be placed at least 300 feet behind the said Pope Road.

8. Easements for installations and maintenance of utilities are reserved as shown on the recorded plat of said subdivision and within these easements no structure, planting, or other material, shall be placed or permitted to remain which may damage, obstruct or retard the flow of water on said easements. The easement of each of said lots shall be maintained continuously by the owner of the lot except for those improvements on said easements for which public authority or public utility is responsible.

9. No obnoxious or offensive activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

10. These covenants and restrictions are to run with the land and shall be binding on all parties, their heirs and assigns for a period of ten (10) years from the date hereof. At the end of said ten (10) year period

these covenants and restrictions shall lapse.

WITNESS our hands and seals this 19 day of March, 1979.

Jack Wallenberg  
JACK WALLENBERG

Joseph L. Riester  
JOSEPH L. RIESTER

STATE OF ARKANSAS )  
                                  )SS  
COUNTY OF BENTON )

ACKNOWLEDGMENT

Personally appeared before me, the undersigned Notary Public within and for the County and State aforesaid, Jack Wallenberg and Joseph L. Riester to me personally well known, who stated that they had executed the above and foregoing instrument for the consideration, uses and purposes herein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public this 19 day of March, 1979.

My commission expires:

3-15-81

Joe Armstrong  
NOTARY PUBLIC