

PROTECTIVE COVENANTS  
QUAIL VALLEY SUBDIVISION - HARRISON, ARKANSAS

WHEREAS, C. C. Grisham and Mary Jo Grisham, husband and wife, are the owners of the following land in Boone County, Arkansas, to-wit:

QUAIL VALLEY SUBDIVISION

AND, WHEREAS, said owners have carried to me, made and filed herewith, a proper plat thereof, and bearing a certificate of approval executed by the Harrison Planning Commission and showing the bounds and dimensions of said property as subdivided, and the streets and easements of way on, over and under the streets as dedicated and shown on said plat.

NOW THEREFORE, in consideration of the premises, owners hereby impress said property with the following covenants and restrictions, which shall be as covenants running with the land:

The filing of said plat, and such plat by reference becomes a part of this document, in the office of the Circuit Clerk and Ex-Officio Recorder of Boone County, Arkansas, shall be a valid and complete delivery and dedication of the streets and easements shown thereon, subject only to any limitations herein set out.

LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No commercial business of any kind shall be permitted on any lot. No lot may be resubdivided or partially resold. The only manner in which a lot may be resold is in its entirety. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a guest house. All driveways must be paved the entire length a minimum of twelve (12') feet wide. The paving shall be either hot mix or concrete and must be completed within two months after occupancy of the residence. Both the dwelling and the guest house must be within boundaries shown under paragraph "Building Location" herein. Each dwelling must have at least a 2-car garage or carport. No parking shall be permitted on the street side of curbs.

DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$30,000.00 excluding cost of lot, landscaping or driveways based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one-story open porches and garages or carports, shall not be less than 1700 square feet. All homes must be completed before being occupied.

BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than 50 feet. No building shall be located nearer than 30 feet to an interior lot line. No dwelling shall be located on any lot nearer than 30 feet to the rear lot line, except that swimming pools, patio and accessory buildings thereto and structures necessary for storage of patio furniture and garden tools are permitted except on the rear 10 feet which is reserved for utility easements. No building or structure may be located nearer than 50 feet to Highway 397.

EASEMENTS: Easements of way for streets, drainage and utilities as shown on the plat filed herewith are hereby donated and dedicated to the public, and the persons, firms or corporations engaged in supplying public utility services, the same being without limiting the generality of the foregoing, electric power, telephone, television, cable, water and sewer, shall have the right to use and occupy said easements of way and streets for the installation, maintenance, repair and replacement of such utility services. Easements for the installation, maintenance, repair, and replacement of utility services, are herein reserved, said easements being more fully herein described, reference being hereby made to the plat filed herewith for a more specific description

of width and location thereof. The electric, television cable, and telephone facilities limit distribution and service conditions to underground installation, and it is necessary for the electric, television cable and telephone utilities to have separate easements for such underground cables, service pedestals, and transformer vaults. Therefore, the utility underground easements, as shown on the plat, are hereby dedicated for such electric, television cable, and telephone utility purposes. No trees, structures, buildings, pavement, or improvements shall be grown, built or maintained within the area of such easements which would interfere with the installation, maintenance, repair and replacement of any utility service. In the event any such trees, structures, or similar improvements shall be grown, built or maintained within the area of such easement, no utility will be liable for the destruction of the same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement. The existing overhead service now paralleling Hwy. 397 shall remain.

(a) ELECTRIC POWER EASEMENT: Exposed overhead wires and cables for utility services are prohibited in this addition. All electric power facilities shall be underground, provided, however, that street light standards, towers, and overhead wiring for street lighting purposes may be installed, erected, maintained and operated in, under and along the streets and public ways, if the utility is directed to make such installation by any governmental authority having jurisdiction. Electric power utilities shall have the dominant right to use and occupy the easements specified for them on the recorded plat for the installation, maintenance, repair and replacement of this type utility service. Except for the right of communications utilities to occupy these easements, as shown on the recorded plat, they shall be separate and exclusive easements dedicated solely for electric power utility purposes. Any alterations or lowering of the surface grade of the ground in any easement and the area immediately adjoining such easement are prohibited which would result in there being less than 36 inches of clearance vertically between the surface grade and the under-

ground electric cables and conductors supplying electric power and service and as the electric distribution transformer stations and service pedestals are located on surface grade, fills within the area of the said easements and upon the lands adjacent thereto which will damage or which will interfere with the installation, maintenance, operation and replacement of the electric, television cable, and telephone cables, facilities and equipment, and the supplying of service from such equipment are also prohibited. The electric utility will be reimbursed by the owner(s) for any reasonable cost of relocating, additions to, or changes in its facilities occasioned by changes in grade, replat of lots, or change in usage designated in these protective and restrictive covenants. All owners of lots shall enter into a standard agreement with the electric utility for the installation of their underground service laterals and/or electric service entrance conductors of adequate capacity. The terms of the electric power easements shall remain in existence so long as the said easements are being used by the electric utility to supply electric power and said easements shall extend beyond the limitations of terminating clauses as may or may not be set out elsewhere in these protective and restrictive covenants. The existing overhead service now paralleling Hwy. 397 shall remain.

UTILITIES: All owners of lots shall install and maintain in conformity with applicable code requirements and other regulations and underground service laterals and/or electric service entrance conductors of adequate capacity, but not limited to single phase service, and underground telephone and television cable service conduits and cables between the point of delivery of such utility service, as located by the utility company, and the point of use of such owner. There is no limitation on the type, kind, design, or style of equipment installed by utilities except as herein stated.

NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No antennas of any type may be erected anywhere on any lot. No open burning of trash, leaves or other debris shall be permitted. All such burning shall be

done in an enclosed incinerator of permanent construction. The incinerator shall not be located outside the building lines. Garbage and trash cans must be underground or completely enclosed and hidden from view. All dog or pet pens must be of the same material as fences and said pens may not be located outside the building lines shown in the paragraph titled "Building Location".

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time except for construction purposes, and shall be removed at the termination of such construction.

TREES: No healthy trees over 4 inches in diameter at the stump may be cut or removed if said trees are outside the building lines stated above, except any trees may be removed when absolutely necessary for the construction of driveways, utility lines, structures or pools.

LOT MAINTENANCE: The owners of Quail Valley shall have the right and privilege to enter any lot to mow, clean or otherwise maintain any lot said owners deem to be in poor condition. The Quail Valley owners may use any machinery or methods they choose and shall not be held responsible for damage to land, trees, shrubbery or in any other way be held responsible for any damage which occurs during this mowing, cleaning or maintenance. Said owners shall not use this privilege unreasonably but only as a manner of keeping the lots neat and attractive should the lot owners fail to do so.

MOVABLE EQUIPMENT: No movable objects such as boats, campers, trucks, house trailers, motorcycles or old vehicles or any other unsightly objects shall be left exposed on the lots. All such equipment must be kept inside the house or garage completely out of sight.

FENCES: No fences shall be constructed of material other than wood, native stone, brick or a combination of these. No chain link, web steel, barb wire or any other steel or synthetic material shall be used in fencing.

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

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 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, or in the case of a rounded property corner from the intersection 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.

TERMS OF COVENANTS: These covenants are to run with the land and shall be binding on all persons and on all parties claiming under them for a period of twenty-five years from date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots and Arkansas Power & Light Company have been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT: Enforcement (to include utilities owning facilities in this subdivision) shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions either to restrain violation or to recover damages.

No amendment to this Deed of Dedication which closes, alters, relocates or in any manner affects any easement shall be effective unless such amendment has been executed by such utility having facilities situated in this subdivision.

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.

In consideration of the benefits accruing to dedicators and their protective grantees, grantors do hereby dedicate to the public use forever all streets and passage-ways of the width and length and locations as set out in the plat herein above referred to, and dedicators do hereby covenant to and with the public and the future grantees of dedicators to preserve by Deed the restrictive covenants running with the land herein set out, to the end that the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of such lots, whether they shall have become such before or after the date hereof, and their respective heirs and assigns.

WITNESS OUR HANDS AND SEALS THIS 5<sup>th</sup> day of January, 1976.

Filed for Record 5<sup>th</sup> day of Jan.  
1976 at 4 o'clock P.M.  
Naomi Parker, Clerk

By Naomi Parker

C. C. Grisham  
C. C. GRISHAM  
Mary Jo Grisham  
MARY JO GRISHAM

ACKNOWLEDGMENT

STATE OF ARKANSAS, )  
County of Boone )

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, C. C. Grisham and Mary Jo Grisham, his wife to me well known as the grantors in the foregoing Deed, and states that they had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me, the said Mary Jo Grisham, wife of the said C. C. Grisham to me well known and in the absence of her said husband, declared that she had, of her own free will, signed and sealed the relinquishment of Dower and Homestead in the foregoing Deed, for the considerations and purposes therein contained and set forth without compulsion or undue influence of her said husband.  
Witness My Hand and Seal as such Notary Public on this 5 day of Jan., A.D. 1976  
My Commission Expires 12-31-76 Naomi Parker - Clerk

PROTECTIVE COVENANTS  
QUAIL VALLEY SUBDIVISION - HARRISON, ARKANSAS  
PHASES I and II REVISED  
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11

WHEREAS, C. C. Grisham and Mary Jo Grisham, are the owners of the following lands in Boone County, Arkansas, to-wit:

QUAIL VALLEY SUBDIVISION  
PHASES I and II REVISED

AND, WHEREAS, said owners have caused to be made and filed in the Boone County Recorder's Office a proper plat thereof, bearing a certificate of approval executed by the Harrison Planning Commission and showing the bound and dimensions of said property as subdivided and the streets and easements as dedicated and shown on said plat. Said plat was recorded on May 29, 1980 in Plat Book 4 at Page 33, and is a revision of previous plats of the same property.

NOW THEREFORE, in consideration of the premises, owners hereby impress said property with the following covenants and restrictions, which shall be as covenants running with the land. These covenants are also a revision of the covenants previously filed with the previous plats.

The filing of said plat, and such plat by reference becomes a part of this document, in the office of the Circuit Clerk and Ex-Officio Recorder of Boone County, Arkansas, shall be a valid and complete delivery and dedication of the streets and easements shown thereon, subject only to any limitations herein set out.

LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No commercial business of any kind shall be permitted on any lot. No lot may be resubdivided or partially resold. The only manner in which a lot may be resold is in its entirety. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a guest house. All driveways must be paved the entire length a minimum of twelve (12') feet wide. The paving shall be either hot mix or concrete and must be completed within two months after occupancy of the residence. Both the dwelling and the guest house must be within boundaries shown under paragraph "Building Location" herein. Each dwelling must have at least a 2-car garage or carport. No parking will be permitted on the streets.

DWELLING COST, QUALITY AND SIZE: No dwelling shall be

219-64



permitted on any lot at a cost of less than \$30,000.00 excluding cost of lot, landscaping or driveways based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one-story open porches and garages or carpots, shall not be less than 1700 square feet. All homes must be completed before being occupied.

**BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line than 25 feet. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any lot nearer than 10 feet to the rear lot line. The rear 10 feet is reserved for utility easements. No building or structure may be located nearer than 50 feet to Highway 397.

**EASEMENTS:** Easements of way for streets, drainage and utilities as shown on the plat filed herewith are hereby donated and dedicated to the public, and the persons, firms or corporations engaged in supplying public utility services, the same being without limiting the generality of the foregoing, electric power, telephone, television, cable, water and sewer, shall have the right to use and occupy said easements of way and streets for the installation, maintenance, repair and replacement of such utility services. Easements for the installation, maintenance, repair, and replacement of utility services, are herein reserved, said easements being more fully herein described, reference being hereby made to the plat filed herewith for a more specific description of width and located thereof. The electric, television cable, and telephone facilities limit distribution and service conditions to underground installation, and it is necessary for the electric, television cable and telephone utilities to have separate easements for such underground cables, service pedestals, and transformer vaults.

Therefore, the utility underground easements, as shown on the plat, are hereby dedicated for such electric, television cable, and telephone utility purposes. No trees, structures, buildings, payment, or improvements shall be grown, built or maintained within the area of such easements which would interfere with the installation, maintenance, repair and replacement of any utility service. In the event any such trees, structures, or similar improvements shall be grown, built or maintained within the area of such easement, no utility will be liable for the destruction of the same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement. The existing overhead service now paralleling Hwy. 397 shall remain.

(a) ELECTRIC POWER EASEMENT: Exposed overhead wires and cables for utility services are prohibited in this addition. All electric power facilities shall be underground, provided, however, that street light standards, towers, and overhead wiring for street lighting purposes may be installed, erected, maintained and operated in, under and along the streets and public ways, if the utility is directed to make such installation by any governmental authority having jurisdiction. Electric power utilities shall have the dominant right to use and occupy the easements specified for them on the recorded plat for the installation, maintenance, repair and replacement of this type utility service. Except for the right of communications utilities to occupy these easements, as shown on the recorded plat, they shall be separate and exclusive easements dedicated solely for electric power utility purposes. Any alterations or lowering of the surface grade of the ground in any easement and the area immediately adjoining such easement are prohibited which would result in there being less than 36 inches of clearance vertically between the surface grade and the underground electric cables and conductors supplying electric power and service and as the electric distribution transformer stations and service pedestals are located on surface grade, fills within the area of the said easements and upon the lands adjacent thereto which will

damage or which will interfere with the installation, maintenance, operation and replacement of the electric, television cable, and telephone cables, facilities and equipment, and the supplying of service from such equipment are also prohibited. The electric utility will be reimbursed by the owner(s) for any reasonable cost of relocating, additions to, or changes in its facilities occasioned by changes in grade, replat of lots, or change in usage designated in these protective and restrictive covenants. All owners of lots shall enter into a standard agreement with the electric utility for the installation of their underground service laterals and/or electric service entrance conductors of adequate capacity. The terms of the electric power easements shall remain in existence so long as the said easements are being used by the electric utility to supply electric power and said easements shall extend beyond the limitations of terminating clauses as may or may not be set out elsewhere in these protective and restrictive covenants. The existing overhead service now paralleling Hwy. 397 shall remain.

**UTILITIES:** All owners of lots shall install and maintain in conformity with applicable code requirements and other regulations and underground service laterals and/or electric service entrance conductors of adequate capacity, but not limited to single phase service, and underground telephone and television cable service conduits and cables between the point of delivery of such utility service, as located by the utility company, and the point of use of such owner. There is no limitation on the type, kind, design, or style of equipment installed by utilities except as herein stated.

**NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No antennas of any type may be erected anywhere on any lot. No open burning of trash, leaves or other debris shall be permitted. All such burning shall be done in an enclosed incinerator of permanent construction. The incinerator shall not be located outside the building lines. Garbage and trash cans

must be underground or completely enclosed and hidden from view. All dog or pet pens must be of the same material as fences and said pens may not be located outside the building lines shown in the paragraph title "Building Location".

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time except for construction purposes, and shall be removed at the termination of such construction.

TREES: No healthy trees over 4 inches in diameter at the stump may be cut or removed if said trees are outside the building lines stated above, except any trees may be removed when absolutely necessary for the construction of driveways, utility lines, structures or pools.

LOT MAINTENANCE: The owners of Quail Valley shall have the right and privilege to enter any lot to mow, clean or otherwise maintain any lot said owners deem to be in poor condition. The Quail Valley owners may use any machinery or methods they choose and shall not be held responsible for damage to land, trees, shrubbery or in any other way be held responsible for any damage which occurs during this mowing, cleaning or maintenance. Said owners shall not use this privilege unreasonably but only as a manner of keeping the lots neat and attractive should the lot owners fail to do so.

MOVABLE EQUIPMENT: No movable objects such as boats, campers, trucks over one ton, housetrailer, motorcycles or non operating vehicles or any other unsightly objects shall be left exposed on the lots. All such equipment must be kept inside the house or garage completely out of sight.

FENCES: No fences shall be constructed of material other than wood, native stone, brick or a combination of these. No chain link, web steel, barbed wire or any other steel or synthetic material shall be used in fencing.

SIGNS: No sign or any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet

advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.

LIVESTOCK AND POULTRY: No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

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 permitted to remain on any corner lot with 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, or in the case of a rounded property corner from the intersection 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.

TERMS OF COVENANTS: These covenants are to run with the land and shall be binding on all persons and on all parties claiming under them for a period of twenty-five years from date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots and Arkansas Power & Light Company have been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT: Enforcement (to include utilities owning facilities in this subdivision) shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions either to restrain violation or to recover damages.

No amendment to this Deed of Dedication which closes, alters, relocates or in any manner affects any easement shall be effective unless such amendment has been executed by such utility having facilities situated in this subdivision.

**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.

In consideration of the benefits accruing to dedicators and their protective grantees, grantors do hereby dedicate to the public use forever all streets and passageways of the width and length and locations as set out in the plat herein above referred to, and dedicators do hereby covenants to and with the public and the future grantees of dedicators to preserve by Deed the restrictive covenants running with the land herein set out, to the end that the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of such lots, whether they shall have become such before or after the date hereof, and their respective heirs and assigns.

WITNESS OUR HANDS AND SEALS THIS 29th day of May, 1980.

1980 11 July  
1980 2:05 P.M.  
By Lisa Mathis

C. C. Grisham  
C. C. GRISHAM  
Mary Jo Grisham  
MARY JO GRISHAM

#### ACKNOWLEDGMENT

( STATE OF ARKANSAS )  
COUNTY OF BOONE )

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, C. C. Grisham and Mary Jo Grisham to me well known as the grantors in the foregoing Covenants, and state that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS My Hand and Seal as such on this 29 day of May, 1980.

Biel Doshier  
Notary Public

My Commission Expires:

6-15-83