

FILED FOR RECORD

At 10:20 O'Clock A.M.

OCT 25 1972

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

Protective Covenants  
for  
PARKWOOD ADDITION  
Rogers, Arkansas

450 PAGE 461

The undersigned, being sole owners of the Parkwood Addition, do 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 one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
- B. Dwelling cost, quality and size: No dwelling shall be permitted on lots 1 through 19, Block one; lots 1 through 9, Block 2; and lots 1 through 26, Block three, less than 1250 square feet of living space, all said living space stipulated above to be exclusive of one story porches and garages.
- C. Building location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any are shown thereon. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 7½ feet to an interior lot line, except that a 5 foot side yard shall be required for a garage or other permitted necessary building located 25 feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, saves, steps and open porches shall not be considered at a part of a building, provided, however, that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot.
- D. Lot area and width: No dwelling shall be erected or placed on any less area than complete lot as shown on the recorded plat.
- E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown, and over the rear 10 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 become an annoyance or nuisance to the neighborhood.
- G. Temporary structures: No structure of a temporary character trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any trailer be stored on any lot at any time.
- H. Sight distance at intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six 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 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.

II.  
GENERAL PROVISIONS

- A. Terms: 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 shall 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 any 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 damages.
- C. Severability: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

WITNESSETH our hands this 25th day of October 1972.

Frank M. Smith  
Frank M. Smith  
President

FRANK M. SMITH DEVELOPMENT INC.

Wanda L. Smith  
Wanda L. Smith  
Secretary

ACKNOWLEDGMENT

State of Arkansas

County of Benton

On this day, before me personally appeared Frank M. Smith and Wanda L. Smith

Frank M. Smith to be personally well known, who acknowledged that they were the  
President and Secretary of FRANK M. SMITH DEVELOPMENT INC.

FRANK M. SMITH DEVELOPMENT INC. a corporation, and that they, as such officers, being duly authorized to do so had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

WITNESS my hand and official seal this 25th day of October 1972.



Al Flynt  
Notary Public

My commission expires 4-11-76