

500

PROTECTIVE COVENANTS
FOR
LOTS 38 thru 56,
LOTS 66 thru 67,
LOTS 86 thru 87,
LOTS 97 thru 106,
AND
LOTS 122 thru 123
OF SUNDANCE ACRES, PHASE 4
BENTON COUNTY, ARKANSAS

FILED FOR RECORD
At 2:25 P.M.

AUG 24 1984

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

The undersigned, MID-SOUTHERN ENTERPRISES, INC., being the owner of Lots 38 thru 56, Lots 66 thru 67, Lots 86 thru 87, Lots 97 thru 106 and Lots 122 thru 123 of Sundance Acres, Phase 4, Benton County, Arkansas, does hereby establish and create the following Protective Covenants which shall apply to the said lots and to all parts and parcels thereof.

I.

A. ZONING. The RMF-12 zoning requirements of the City of Rogers, Arkansas, in effect on the date of the signing of these Covenants, shall be met and maintained as to all lots EXCEPT Lots 105, 106, 122 and 123. The R-3 zoning requirements of the City of Rogers, Arkansas, in effect on the date of the signing of these Covenants, shall be met and maintained on Lots 105, 106, 122 and 123.

B. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. Single family residential, duplexes, triplexes, fourplexes and the like, condominiums or townhouses may be erected, altered or placed upon the above-described lots.

C. 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.

D. TEMPORARY STRUCTURES. No structure of a temporary nature or character shall be used on any lot at any time as a residence or part of a residence either temporarily or permanently. Provided, however, that nothing in the terms of this paragraph shall be construed to prevent the use of a temporary structure by a construction company on any lot or lots for the purpose of maintaining a sales office or headquarters during the period of development and construction of this addition.

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

F. GARBAGE AND REFUSE DISPOSAL. Trash, garbage or other waste shall not be kept upon any lot except in sanitary containers.

G. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except a sign no more than three (3) square feet to advertise the lot for sale.

H. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear of each lot. Within these easements no structure, planting or other

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material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

I. BUILDING LOCATION. Building location is to meet the Rogers, Arkansas, RMF-12 zoning requirements in effect on the date of the signing of the Covenants, EXCEPT that the building location on Lots 105, 106, 122 and 123 shall meet the R-3 zoning requirements of the City of Rogers in effect on the date of the signing of the Covenants.

J. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Approval shall be as in Article II.

II.

A. ARCHITECTURAL CONTROL COMMITTEE. This Committee is composed of SAM D. ROGERS, or his designee. The Committee's approval or disapproval as required in these Covenants shall be in writing. Should any plan submitted fail to be approved or disapproved after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

III.

A. TERM. These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years. These Covenants may be changed at any time by a recorded instrument which has been signed by a majority of the then owners of the lots agreeing to change said Covenants in whole or in part.

B. ENFORCEMENT. 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.

C. 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.

WITNESS my hand this 8th day of July, 1984.

MID-SOUTHERN ENTERPRISES, INC.

(CORPORATE SEAL)

by: Sam D. Rogers
SAM D. ROGERS, President

