

FILED FOR RECORD
At 10:34 O'clock A.M.

OCT 13 1988

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK

PROTECTIVE COVENANTS
FOR
LOTS 1 THRU 9
OF SUNDANCE TRACE II
BENTON COUNTY, ARKANSAS

The undersigned, ROGERS COMPANY, being the owner of Lots 1 thru 9, of Sundance Trace II, Benton County, Arkansas, does hereby establish and create the following Protective Covenants which shall apply to Lots 1 thru 9, of Sundance Trace II, Benton County, Arkansas, and to all parts and parcels thereof.

I.

A. ZONING. The R-1-A zoning requirements of the City of Rogers, Arkansas, in effect on the date of the signing of these Covenants, shall be met and maintained.

B. 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 which exceeds one (1) living unit per lot. No building shall be erected, altered, placed or permitted to remain on any lot of less than One Thousand (1,000) square feet.

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.

D. TEMPORARY STRUCTURES. No structure of a temporary nature or character shall be used on any lot 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 Rogers Company on any lot or lots for the purpose of maintaining a sales office or 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 signs of any kind shall be displayed to the public view on any lot, except a sign no more than seven (7) 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 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.

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