

90-42708

FILED FOR RECORD
At ~~1025~~ O'clock A M

DEC 10 1990

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

TWIN OAKS
BILL OF PROTECTIVE COVENANTS IN DEVELOPMENT

STATE OF ARKANSAS)
COUNTY OF BENTON)

The undersigned, being the owner of the below described lands known as Twin Oaks, situate in the City of Rogers, Arkansas, do hereby enter the following covenants and restrictions with regard to said lands, as follows, to wit:

A part of the SW 1/4 of the SW 1/4 of Section 36, Township 20 North, Range 30 West in Benton County, Arkansas, and being more particularly described as follows: Beginning S 00 22'00" W, 200.00 feet from the NW Corner of the said SW 1/4 of the SW 1/4; thence East 325.00 feet; thence N 00 22'00" E, 200.00 feet; thence East 998.47 feet; thence S 00 26'10" E, 412.50 feet; thence West 1329.25 feet; thence N 00 22'00" E, 212.50 feet to the Point of Beginning, containing 11.07 acres, more or less, subject to the right-of-way of North 13th Street on the West side thereof.

SAVE AND EXCEPT a part of the SW 1/4 of the SW 1/4 of Section 36, Township 20 North, Range 30 West in Benton County, Arkansas, and being more particularly described as follows: Beginning S 00 22'00" W, 266.50 feet from the NW Corner of the said SW 1/4 of the SW 1/4; thence East 198.67 feet; thence South 146.00 feet; thence West 199.60 feet; thence N 00 22'00" E to the Point of Beginning, containing 0.67 acre, more or less, subject to the right-of-way of North 13th Street on the West side thereof.

1. All lots in Twin Oaks shall be used for single family residential purposes only.
2. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done which may be or may become a nuisance to the neighborhood.
3. No inoperative, wrecked, abandoned or junk motor vehicles shall be permitted to remain upon any lot or on the common roadways of said development.
4. There shall be no vehicle parking on street overnight.
5. No semi cab or trailer shall be in the development after the eight (8) hour work day.

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6. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats or other household pets may be kept. All dogs that become a nuisance or a hazard to the neighborhood shall be at all times kept or maintained in a fenced area or on a leash.
7. No building structure shall be any closer to front lot line along Rolling Oaks Lane than forty feet (40') on the North or thirty feet (30') on the South, as shown on the Plat.
8. No house trailers or motor homes shall be kept on any lot at any time.
9. No commercial business or commercial activity shall be maintained on any lot.
10. No house shall have less living area than 1700 square feet for a ranch; 2100 square feet on bi-levels and two-stories; no less than 2800 square feet on tri-levels.
11. No house will have less than a two-car garage, size 24' x 24, attached or unattached.
12. No fence will be constructed with a height of more than six (6) feet and shall not be constructed in any utility easement or retent/detent area as shown on the Plat.
13. House prints must be submitted to an officer of L.A.L. Co. for approval before any construction is permitted.
14. Lot owners of record shall build a sidewalk on their lot in accordance with Rogers City Ordinance 89-99 within five years.
15. Twin Oaks will have a home owners association that will elect its president at any time after 50% of lots in development are sold. The President of the Home Owners Association or the President of the development will be the ones to approve house prints for building.
16. Once the Home Owners Association is in effect, each lot owner will pay \$20.00 per year as dues. This money will be spent for the upkeep such as lawn cutting of boulevard or replacement of flags for flagpole or any special lighting.
17. There will not be any dues over the \$20/year unless 2/3 of the lot owners agree. If dues are not paid within 30 days of the time set forth by a member of L.A.L. Co., that lot owner will lose his voting rights for that year.

18. Election for president of the Home Owners Association will be once a year. A president can remain in office as long as the lot owners vote him in year by year.

19. These covenants and restrictions are to run with the land and apply to this development and shall be binding upon all the parties, their heirs and assigns, for a period of ten (10) years from the date hereof and shall be renewed for a like period unless revoked or amended by 3/4 of the property owners, with the owner or owners receiving one vote per lot, as indicated by the official records of the Benton County Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas. At any time within six (6) months from the expiration period, 3/4 of the property owners, with the owner or owners receiving one vote per lot, may express their intention in writing, drafted so as to be recorded with the Registrar of Deeds, that they no longer care for these covenants to be effective, and the same shall then be terminated. In the event that no such action is taken, these covenants shall continue for periods of ten (10) years, and after any such ten (10) year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that these protective covenants may be amended after the expiration time period as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form, provided that said amendment or amendments shall be incorporated in a written instrument executed by not less than 3/4 of the property owners, with the owner or owners receiving one vote per lot, and which instrument shall be capable of being recorded as above referred under the same terms and conditions thereof.

20. It is further provided that these covenants may be amended at any time by approval of such amendment by a vote of 3/4 of the property owners and remain in effect for an additional term unless revoked or amended by a 3/4 vote of property owners, with the owner or owners receiving one vote for lot.

21. If the parties herein or any of them or their heirs or assigns, or any other person, shall violate or attempt to violate any of the covenants or restrictions herein while said covenants and restrictions are still in force, it shall be lawful for any person or persons owning an interest in any part of the above described lands to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions to either prevent him/her or them from such violations or to recover damages or other penalties for such violation.

EXECUTED this 21st day of November, 1990.

L.A.L. CO.

BY

Sal Lobianco
SAL LOBIANCO, PRESIDENT

STATE OF ARKANSAS)
) SS:
COUNTY OF BENTON)

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, SAL LOBIANCO, President of L.A.L. CO., to me well known as the owner in the foregoing Covenants, and being authorized to do so, stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

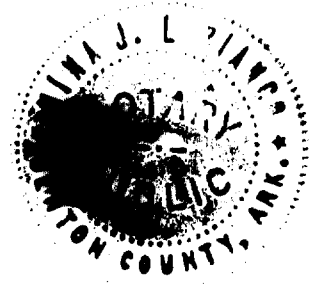
WITNESS my hand and Notarial Seal this 21st day of November 1989.

Anna J. Lobianco

NOTARY PUBLIC

My Commission expires:

January 1, 2000



MEMORANDUM TO BILL OF PROTECTIVE COVENANTS
IN TWIN OAKS DEVELOPMENT

JUN 24 1991

SUE HODGES
Clerk and Ex-Officio
BENTON COUNTY

STATE OF ARKANSAS)
COUNTY OF BENTON)

The undersigned, being the owner of the property in Twin Oaks Subdivision, situate in the City of Rogers, Arkansas, does hereby substitute Paragraph 10 of the Covenants filed with the Clerk of Benton County, Arkansas, on December 12, 1990, in Book 90, at Page 42708, to read as follows:

10. No house shall have less living area than 1600 square feet for a ranch; 2100 square feet on bi-levels and two-stories; no less than 2800 square feet on tri-levels.

All other covenants remain the same.
EXECUTED this 24th day of June 1991.

L.A.L. CO.

BY Sal Lobianco
SAL LOBIANCO, PRESIDENT

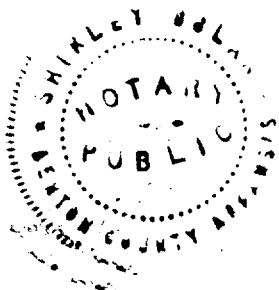
STATE OF ARKANSAS)
COUNTY OF BENTON) SS:

BE IT REMEMERED that on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, SAL LOBIANCO, President of L.A.L. CO., to me well known as the owner of Twin Oaks Subdivision, and being authorized to do so, stated that he had executed the foregoing Memorandum to Bill of Protective Covenants for the consideration and purposes herein mentioned and set forth.

WITNESS my hand and Notarial Seal this 24th day of June, 1991.

Shirley Nolan
NOTARY PUBLIC

My Commission expires:
10-12-99



1920 510th
Rogers

4701