

12.00

PROTECTIVE COVENANTS
FOR
WOODLAND HEIGHTS - PHASE II

MAY 12 1989

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK

The undersigned, being the owner of all lots and land located in Woodland Heights - Phase II, Rogers, Arkansas, and shown on the recorded plat of said subdivision in Plat Record 14 at Page 300 of the records of Benton County, Arkansas, hereby makes declarations as to the limitations, restrictions, and use to which the lots constituting such subdivision may be put, and hereby specifies that such lots as provided by law, and shall be binding upon all parties and all persons claiming under them and for the benefit and limitations on all future owners in such subdivision; this declaration of covenants and restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein.

I.

COVENANTS

A. Land Use and Building Type. No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a one (1) detached single-family dwelling not to exceed two stories in height. Home occupations as defined by the Rogers city code shall be prohibited.

B. Dwelling Quality and Size. No dwelling shall be permitted on any lot containing less than 900 square feet of heated living space exclusive of porches, decks, carport, and garage, for single-story dwellings and 1200 square feet for two-story dwellings.

C. Architectural control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee. Such plans shall be submitted to the Architectural Control Committee at least 15 days prior to the commencement of construction. In this regard, it is the intention and purpose of the covenants contained in this paragraph to assure that all dwellings and accessory buildings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the day these covenants are recorded and to assure that the exterior design of all dwellings and accessory buildings will be aesthetically compatible with the other dwellings and accessory buildings in the subdivision. The Architectural Control Committee is composed of Jim Campbell or his designee. The Committee's approval or disapproval as required in this paragraph shall be in writing. Should any plan submitted hereunder fail to be approved or disapproved within the time period herein provided, or in any event, if no suit to enjoin the construction proposed 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.

RAT. → Jim Campbell + const., Inc.
The Campbell Bldg., Suite 3
P.O. Box 1260, 1001 W. Walnut
Rogers, Ark. 72757-1260

2435L

D. Garage and Driveway. Each dwelling shall have a private garage or carport for not less than one car and shall have a concrete driveway with a minimum width of not less than 10 feet.

E. Building Location. No building shall be located on any lot nearer than 25 feet to the front of the lot line or nearer than 25 feet to any side street line. No building or permitted accessory building shall be located nearer than 7-1/2 feet to any interior side lot line. This provision (interior side lot setback) shall not apply to any dwelling constructed on two adjacent lots as to the side lot line dividing the two lots. No dwelling shall be located on any lot nearer than 20 feet to the rear lot line. All permitted accessory buildings shall be located in the rear yard of each lot. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No lot shall be divided into smaller lots or parcels than show on the recorded plat for the purpose of creating additional building sites or lots, except that a lot may be divided to combine portions of it with the adjacent lots on both sides to enlarge the building sites on said respective adjacent lots. Should any building setback lines shown upon the plat of Woodland Heights - Phase II vary from the setback requirements required herein, the building setback lines shown upon said plat as filed shall control and take precedence over those stated herein.

F. Storage and Outbuildings. One accessory storage building per lot shall be permitted, provided, however, written approval of the Architectural Control Committee shall be required in the same manner as specified in Paragraph C above hereof relating to the construction of the dwelling.

G. Easements. Easements for installation and maintenance of utilities (including TV cables) and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, pavement, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in 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.

H. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or a nuisance to the neighborhood. In this regard, no livestock or other commercially grown farm animals may be kept or bred. Household pets may be kept, provided they are not kept or maintained for any commercial purposes. Grass, weeds, and tree sprouts shall be kept neatly cut and shall not be allowed to exceed in height six (6) inches from the ground surface. Upon owner's failure to do so, the developer or other property owners may cut same and shall be entitled to charge a reasonable fee to the owner of the lot for the service.

I. Fencing. No yard fences shall be constructed on any lot from the area measuring from the front corner of the dwelling on said lot to the front lot line of said lot. There shall be no restrictions for fences on any lots measuring from the

front corner of the dwelling of the lot to the rear lot line. If any easement area is fenced, an appropriate access to the easement area shall be provided or otherwise the lot owner shall fence that easement area at the risk of having the fence within the easement area removed without compensation.

J. Temporary Structures. No structure of a temporary character such as a trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

K. Off-Street Parking. All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot, and parking on the streets as shown in the plat of the subdivision shall be prohibited for a period of time exceeding three (3) days. Recreational vehicles and equipment, including but not limited to boats, motor homes, travel trailers, campers, and the like shall not be parked or stored within 25 feet of the front lot line for a period of time exceeding three (3) days.

L. Sewage Disposal. All dwellings, upon completion, shall have connections to city sewer. No individual sewage disposal systems shall be permitted on any lot.

M. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No lot shall be used for the storage of abandoned vehicles, appliances, or other equipment unless same is stored in an enclosed garage or accessory building and removed from the visibility of the public.

N. Signs. No signs, either permanent or temporary, of any kind, shall be placed or erected on any property except that a single sign not more than five square feet in size may be permitted upon property to advertise the same for sale or for rent.

O. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations or shafts be permitted upon or at any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained, or permitted upon any lot.

P. Subdivision and Building Codes - City of Rogers. The subdivision and building codes of the City of Rogers, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in the subdivision. All dwellings and other improvements shall comply with said ordinances as they exist on the date of such construction. Any conflict between such ordinances and the provisions of these protective covenants shall be resolved in favor of the more restrictive provisions.

II.

GENERAL PROVISIONS

A. Term. These protective covenants are to run with the land and shall be binding upon all lot owners, parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which time the protective covenants shall be automatically extended for successive periods of ten (10) years. At any time and from time to time the majority of owners of lots in the subdivision (each lot having one vote, even though there may be more than one owner of such lot and even though one owner may own more than one lot) shall have the authority to change, amend, or rescind these covenants in whole or in part by an instrument signed by them and duly recorded.

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 or both.

C. Serverability. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions but shall remain in full force and effect.

IN WITNESS WHEREOF, said Jim Campbell Design & Construction, Inc. has, pursuant to authority of a resolution fully adopted by its Board of Directors, caused these presents to be executed by its President and Secretary and caused its corporate seal to be affixed hereto this 18 day of April 1989.

JIM CAMPBELL DESIGN & CONSTRUCTION, INC.

BY: James R Campbell
JAMES R. CAMPBELL - PRESIDENT

ATTEST:
Janice S. Campbell
- JANICE S. CAMPBELL - SECRETARY

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS.
COUNTY OF BENTON)

On this day, before me personally appeared James R. Campbell and Janice S. Campbell to me personally well known, who acknowledged that they were the President and Secretary of Jim Campbell Design & Construction, Inc., a corporation, and that they, as such officers, being authorized so to do, 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 18th day of April, 1996

Stanley R. Rowlett
Notary Public

My commission expires 2-8-97

