

6000

FILED FOR RECORD
At 3:20 O'clock P.M.

PROTECTIVE COVENANTS

FEB 01 1988

OF
MEADOWRIDGE

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

An Addition to Benton County, Arkansas

KNOW ALL MEN BY THESE PRESENTS:

ERC Properties, Inc., owner of the following described property lying and being situated within Rogers, Benton County, Arkansas:

A part of the NW 1/4, NW 1/4 of Section 10, Township 19 North, Range 30 West, Benton County, Arkansas described as:

Beginning at a point S 00°11' 40" from the NW corner of said NW 1/4, NW 1/4; thence S 00°11'40" E 125.00 feet; thence S 89°36'32" E 1141.23 feet; thence N 00°23'28" E 100.00 feet; thence 39.27 feet along a curve to the left with these properties: Radius 25.00 feet; Delta angle 90 ' Chord length 35.36 feet; thence N 89° 36'32" W 1117.51 feet to the point of beginning, currently known as lots 1-28, block 2 on the final plat of WASTAR townhomes filed in Benton County on page 318 of book "W" on August 1, 1981. Subject to easements of record.

1. All lots in MEADOWRIDGE shall be used for residential purposes only except Lot 18, which can be used as so deemed by the zoning ordinance of the City of Rogers, Benton County, Arkansas.
2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines nor shall any fence be erected or placed on any lot nearer to the street than the "front" of the main residential building.
3. 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 line shown on the recorded plat.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 of flow or drainage in the easements or which may obstruct or retard the flow of water, 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.

Crafton, Tull & Spannie Yoe, Inc.
P.O. Drawer 549-288
Rogers, AR 72757

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5. No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

6. No structure or vehicle such as a trailer, basement, tent, shack, garage, barn, camper, mobile home or other outbuilding shall be used on any lot at any time as a residence temporarily or permanently.

7. All signs are prohibited in areas zoned upon any recorded subdivision plat as residential except:

(a) Signs erected by the City of Rogers, or developer for identification of streets, traffic control and directional purposes;

(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 6 square feet in area;

(c) Signs erected by the builder/developer advertising the name and entrance of the said properties. The developer is to maintain this sign until said properties are all sold;

(d) Signs erected by the builder/developer advertising the showing of a model home or show house. At the time this house is sold all signs shall be removed.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept and maintained provided that they are not kept, bred or maintained for any commercial purposes. Household pets shall be maintained in a clean and sanitary situation and shall not be noxious or a nuisance to the surrounding owners.

9. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall not be kept except in approved sanitary containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be kept in a clean and sanitary condition. No garbage or trash containers are to be kept in view of the street unless it is to be picked up that day.

10. All automobiles and other motorized vehicles in the said subdivision must be state licensed, state inspected and in running order at all times. All vehicles are to be parked at all times in a designated parking area, i. e., garage or driveway, and are not to be parked at any time on the yard.

11. No antenna, aerial, or other device shall be permitted on any structure where some form of TV cable is available, including pay satellite furnished by others. Where TV cable or pay satellite is not available, the owner is permitted one (1) antenna which will be allowed for the sole purpose of reception of television broadcast only, and such antenna shall be raised to a height necessary for the TV reception in the area. No CB, ham radio, satellite dish, or other antennas will be permitted at all.

12. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadway shall be placed or be permitted to remain on any corner lot within the triangular area formed by the street property line and the line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines attended. The same site line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

13. In the event that any lots are sold and no structure is immediately erected, the owner or owners of such lot or lots shall keep said property mowed and in a sanitary condition at all times.

14. No boats, motorhomes, utility trailers and any other non everyday vehicle will be allowed on the lot unless stored in the garage and out of sight at all times. Motorcycles may be kept on the property but must be stored out of sight when not in use.

15. Lots can be re-subdivided for the purpose of creating additional building lots for single family residences, provided that such building sites shall meet the zoning requirements for the City of Rogers, Arkansas.

16. Each resident will be allowed to have a storage building if they so desire as long as the design of the building is conducive with the surrounding structures; is placed only behind their residence and not at the side or front of the property; is kept in a neat and clean manner; does not create a nuisance to the surrounding property owners; and is approved by the builder/developer prior to placing on the property.

17. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration herein be made until the plans and specifications showing the nature, size, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the builder/developer. In the event said builder/developer fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. After 90% of the total platted lots in the complete Meadowridge Subdivision have been sold to a second party from the builder/developer, and thereafter, changes as listed above in the paragraph do not have to be approved by the builder/developer.

18. These covenants shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of 5 years from the date this instrument is recorded, after which time said covenants shall be automatically extended for successive periods of one year unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. All lots shall have a vehicle turn around driveway to provide forward motion for access to Olive Street.

20. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants. Violators shall be subject either to restraint or to an action for damages as may be allowed by law.

21. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Executed this 3rd day of November, 1987.

OWNER:

ERC PROPERTIES, INC.

BY: Rod Coleman Pres
Rod Coleman, President

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss
COUNTY OF CRAWFORD)

On this 3rd day of November, 1987, personally appeared before me, a notary public, in and for the County and State aforesaid, Rod Coleman, President of ERC Properties, Inc., who acknowledged he is the owner and builder/developer of Meadowridge Addition, and who executed the foregoing instrument for the purposes therein contained by signing his name as owner and builder/developer of Meadowridge Addition.

In witness whereof I hereunto set my hand and seal

Candace S. Armstrong
Notary Public

My Commission Expires: 11/15/92

