

FILED FOR RECORD

'88 DEC 7 AM 10 08

PROTECTIVE COVENANTS SUE HODGES  
 FOR CLERK AND RECORDER  
 BENTON COUNTY, ARK  
 RANCH PLAZA SUBDIVISION  
 ROGERS, ARKANSAS

The undersigned, being the owners of all lots and land located in Ranch Plaza Subdivision, Rogers, Arkansas, and as shown on the recorded plat of said subdivision in Plat Record 14 at Page 270 of the records of Benton County, Arkansas, hereby make declarations as to the limitations, restrictions and use to which the lots constituting such subdivision may be put, and hereby specify that such declaration shall constitute covenants to run with all the 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 one (1) detached, single-family dwelling not to exceed two stories in height.

B. Dwelling Quality and Size. No dwelling shall be permitted on any lot containing less than 1,600 square feet of living space exclusive of porches, decks, carport, and garage for single-story dwellings and 2,000 square feet for two-story dwellings. All dwellings shall be constructed using roof coverings consisting of materials equal to or better in appearance than cedar shake shingles, brick or quarried tile, etc. Any dispute arising over what type or types of roof coverings meet the requirements of this paragraph shall be submitted to and settled by the Architectural Control Committee.

C. Architectural Control. No dwelling 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 at least fifteen (15) days prior to the commencement of construction of same, and the written approval of the Architectural Control Committee shall be required before 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 W. C. Huffman and Keith Ferguson or their designee. The Committee's approval or disapproval as

W. C. Huffman  
 1319 West Clark  
 Rogers, AR 72807

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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.

D. Garage and Driveway. Each dwelling shall have a private garage or carport for not less than two (2) automobiles and shall have a concrete driveway with a minimum width of not less than twenty (20) feet.

E. Dwelling Location. No dwelling shall be located on any lot nearer than twenty-five (25) feet to the front of the lot line nor nearer than twenty-five (25) to any side street line. No dwelling or permitted accessory building shall be located nearer than seven and one-half (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 twenty (20) feet to the rear lot line. All permitted accessory buildings shall be located in the rear yard of each lot and no such permitted accessory building shall be located on any lot nearer than twenty (20) feet to the rear lot line. For purposes of this covenant, eaves, steps and open porches shall not be considered a 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 subdivided into smaller lots or parcels than shown 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 Ranch Plaza Subdivision 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 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 subdivision. 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.

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.

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 in 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 twenty-five (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 system shall be permitted on any lot.

M. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. 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. Subdivision and Building Codes - City of Rogers. The zoning, 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 owners of all 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. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions but shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is hereby executed this 5th day of May, 1988.

*W. C. Huffman*  
W. C. HUFFMAN

*D. Marie Huffman*  
D. MARIE HUFFMAN

*Keith Ferguson*  
KEITH FERGUSON

*Sammy Ferguson*  
SAMMY FERGUSON

ACKNOWLEDGMENT

STATE OF ARKANSAS)  
                                  ) SS:  
COUNTY OF BENTON )

Be it remembered that on this date came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting W. C. HUFFMAN and D. MARIE HUFFMAN, husband and wife, and KEITH FERGUSON and SAMMY FERGUSON, husband and wife, to me well known, and stated that they had executed the foregoing Protective Covenants for the consideration and purposes mentioned and set forth therein.

Subscribed and sworn to before me this 5th day of May, 1988.

*Janet P. Brown*  
Notary Public

My commission expires:  
11-9-90



622  
622

BOOK 719 342

AMENDMENT OF  
FILED FOR RECORD PROTECTIVE COVENANTS  
AT 2:00 O'clock P.M FOR  
FEB 02 1990 RANCH PLAZA SUBDIVISION  
SUE HODGES ROGERS, ARKANSAS  
Clerk and Recorder  
BENTON COUNTY, ARK.

The undersigned, being the owners of all lots and land located in Ranch Plaza Subdivision, Rogers, Arkansas, and as shown on the recorded plat of said subdivision in Plat Record Book 14 at Page 220 of the records of Benton County, Arkansas, do hereby amend the protective covenants for Ranch Plaza Subdivision previously recorded on the 7 day of December 1989, in Deed Book 698 at Page 189.

I. B. titled "Dwelling Quality and Size" is hereby amended to read as follows:

B. Dwelling Quality and Size. No dwelling shall be permitted on any lot (except Lots A, B, C, D, E, F, G and H) containing less than 1,600 square feet of living space exclusive of porches, decks, carport and garage for single-story dwellings and 2,000 square feet for two-story dwellings. No dwelling shall be permitted on Lots A, B, C, D, E, F, G and H containing less than 1,400 square feet of living space exclusive of porches, decks, carport and garage for single-story dwellings and 2,000 square feet for two-story dwellings. All dwellings shall be constructed using roof coverings consisting of materials equal to or better in appearance than cedar shake shingles, brick or quarried tile, etc. Any dispute arising over what type or types of roof coverings meet the requirements of this paragraph shall be submitted to and settled by the Architectural Control Committee.

Except as herein specifically amended, the original Protective Covenants shall remain in full force and effect.

DATED this 2nd day of February, 1990.

W. C. HUFFMAN  
W. C. HUFFMAN

KEITH FERGUSON  
KEITH FERGUSON

D. MARIE HUFFMAN  
D. MARIE HUFFMAN

SAMMY FERGUSON  
SAMMY FERGUSON

R =>

Keith Ferguson  
2019 So 13th Rogers Ar 7286

37363

ACKNOWLEDGMENT

STATE OF ARKANSAS )
) SS:
COUNTY OF BENTON )

Be it remembered that on this date came before me, the under-
signed, a Notary Public within and for the County aforesaid,
duly commissioned and acting W. C. HUFFMAN, and D. MARIE
HUFFMAN, husband and wife, and KEITH FERGUSON and SAMMY
FERGUSON, husband and wife, to me well known as the owners of
all of the lots and land in Ranch Plaza Subdivision, Rogers,
Arkansas, and stated that they had executed the foregoing
Amendment to Protective Covenants of Ranch Plaza Subdivision for
the consideration and purposes mentioned and set forth therein.

Subscribed and sworn to before me this 3rd day of
February, 1990.

Sam P. Brown
Notary Public

My commission expires:
9-9-90

91-35936

FILED FOR RECORD  
At 9:47 O'clock *AM*

AUG 16 1991

AMENDMENT OF  
PROTECTIVE COVENANTS  
FOR

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

RANCH PLAZA SUBDIVISION, ROGERS, ARKANSAS

The undersigned, being owners of a majority of all lots and land located in Ranch Plaza Subdivision, Rogers, Arkansas, and as shown on the recorded plat of said subdivision in Plat Record Book 14 at Page 220 of the Records of Benton County, Arkansas, do hereby amend the Protective Covenants for Ranch Plaza Subdivision previously recorded on the 7th day of December, 1988, in Deed Book 698 at Page 189, and as amended on the \_\_\_ day of \_\_\_\_\_, 1990, which Amendment was filed for record on the \_\_\_ day of \_\_\_\_\_, 1990, in Deed Book \_\_\_ at Page \_\_\_.

I. B. titled "Dwelling Quality and Size" is hereby amended to read as follows:

"B. Dwelling Quality and Size. No dwelling shall be permitted on any lot (except Lots A, B, C, D, E, F, G and H) containing less than 1,600 square feet of living space exclusive of porches, decks, carport and garage for single-story dwelling and 2,000 square feet for two-story dwellings. No dwelling shall be permitted on Lots A, B, C, D, E, F, G and H containing less than 1,400 square feet of living space exclusive of porches, decks, carport and garage for single-story dwellings and 2,000 square feet for two-story dwellings. All dwellings shall be constructed using roof coverings consisting of materials equal to or better in appearance than cedar shake shingles, brick or quarried tile, etc. All dwellings constructed on Lot Nos. 25 through 39 and Lots Nos. 50-59 shall use a minimum of 90% brick to cover all exterior walls. Any dispute arising over what type or types of roof coverings or exterior wall coverings meet the requirements of this paragraph shall be submitted to and settled by the architectural control committee."

Except as herein specifically amended, the original Protective Covenants shall remain in full force and effect.

DATED this 12<sup>th</sup> day of August, 1991.

*W.C. Huffman*  
W. C. HUFFMAN

*D. Marie Huffman*  
D. MARIE HUFFMAN

*Keith Ferguson*  
KEITH FERGUSON

*Sammy Ferguson*  
SAMMY FERGUSON

1319 W. Oluch Rogers

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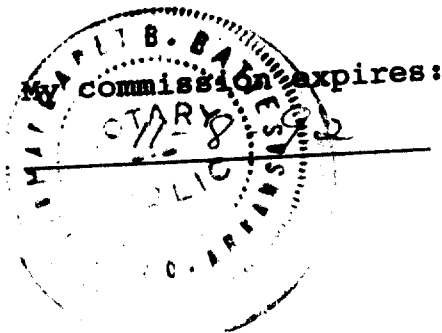
ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF BENTON

BE IT REMEMBERED that on this date came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, W. C. HUFFMAN, D. MARIE HUFFMAN, KEITH FERGUSON, and SAMMY FERGUSON, to me well known who stated they executed the foregoing Amendment to Protective Covenants for the consideration and purposes mentioned and set forth therein.

Subscribed and sworn to before me this 12<sup>th</sup> day of August, 1991.

Margaret D. Batic  
Notary Public





CONSENT

We, the undersigned, being owners of lots in Ranch Plaza Subdivision, Rogers, Arkansas, do hereby consent to the amendment of the Protective Covenants for Ranch Plaza Subdivision dated the \_\_\_ day of August, 1991.

DATED this \_\_\_ day of August, 1991.

[Signature]

[Signature]

Carol D Hagen

Sherree S. Oyles

Susan Nemer

Mary E. Spurlock

Jim Wilson

Frank Hignite

Jeff Hull

George Collins

Sammy Ferguson

[Signature]

Nancy D. Myers

Mark L. Oyles

Jason Nemer

Stephen D. Thurber

Cheryl A Wilson

Elsie M. Hignite

Lesli Hull

Minnie Collins

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FILED FOR RECORD  
At 10:19 AM

SEP 20 1991

AMENDMENT OF  
PROTECTIVE COVENANTS  
FOR

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

RANCH PLAZA SUBDIVISION, ROGERS, ARKANSAS

The undersigned, being owners of a majority of all lots and land located in Ranch Plaza Subdivision, Rogers, Arkansas, and as shown on the recorded plat of said subdivision in Plat Record Book 14 at Page 220 of the Records of Benton County, Arkansas, do hereby amend the Protective Covenants for Ranch Plaza Subdivision previously recorded on the 7th day of December, 1988, in Deed Book 698 at Page 189.

I. B. titled "Dwelling Quality and Size" is hereby amended to read as follows:

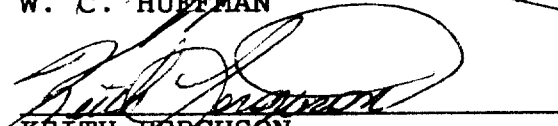
"B. Dwelling Quality and Size. No dwelling shall be permitted on any lot (except Lots A, B, C, D, E, F, G and H) containing less than 1,600 square feet of living space exclusive of porches, decks, carport and garage for single-story dwelling and 2,000 square feet for two-story dwellings. No dwelling shall be permitted on Lots A, B, C, D, E, F, G and H containing less than 1,400 square feet of living space exclusive of porches, decks, carport and garage for single-story dwellings and 2,000 square feet for two-story dwellings. All dwellings shall be constructed using roof coverings consisting of materials equal to or better in appearance than cedar shake shingles, brick or quarried tile, etc. All single-story dwellings constructed on Lot Nos. 25 through 39 and Lots Nos. 50-59 shall use brick to cover exterior walls and shall cover not less than ninety percent (90%) of the wall area. For two-story dwellings constructed on said lots, only the lower story must meet this requirement. Any dispute arising over what type or types of roof coverings or exterior wall coverings meet the requirements of this paragraph shall be submitted to and settled by the Architectural Control Committee."

Except as herein specifically amended, the original Protective Covenants shall remain in full force and effect.

DATED this 20 day of September, 1991.

  
W. C. HUFFMAN

  
D. MARIE HUFFMAN

  
KEITH FERGUSON

  
SAMMY FERGUSON

at: 1319 W. Olrick  
Rogers

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ACKNOWLEDGMENT

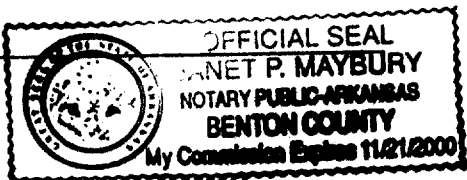
STATE OF ARKANSAS  
COUNTY OF BENTON

BE IT REMEMBERED that on this date came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, W. C. HUFFMAN, D. MARIE HUFFMAN, KEITH FERGUSON, and SAMMY FERGUSON, to me well known who stated they executed the foregoing Amendment to Protective Covenants for the consideration and purposes mentioned and set forth therein.

Subscribed and sworn to before me this 20 day of September, 1991.

*Janet P. Maybury*  
Notary Public

My commission expires:



*20/91*