

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONSFORSEMINOLE HILLS SUBDIVISION TO THE CITY OF ROGERS, ARKANSAS

We, Leroy Fleeman and Barbara Fleeman, Owners, have caused certain lands to be platted into an addition known as the Seminole Hills Subdivision to the City of Rogers, Benton County, Arkansas. The plat appears of record in plat book 18 at page 24 in the office of Recorder of Benton County, further be it known that on \_\_\_\_\_ we, Leroy Fleeman and Barbara Fleeman own 100 percent of said Seminole Hills Subdivision, and we desire to place the following protective covenants for Seminole Hills Subdivision, to wit;

1. PREMISES. We wish to provide for the highest residential use of the lands and to restrict the use of the lands as such. We, therefore, adopt the following covenants and agree that these covenants shall apply to all of the land now platted as the Seminole Hills Subdivision to the City of Rogers, Arkansas, as covenants running with the land.
2. LAND USE AND ZONING. Each lot shall:
  - A. Have a minimum building set back line from each street any part of it faces of 25 feet from the lot line.
  - B. Have a minimum set back line from the rear of the lot of 20 feet.
  - C. Have a minimum set back line from the sides of the lot of 7.5 feet (inside lots only).
  - D. Be used exclusively for detached single family homes, not to exceed two (2) stories in height. All garages and buildings away from houses are not to exceed one (1) story.
  - E. Otherwise, conform to the zoning requirements for R1-A areas as defined by the City of Rogers Zoning Code as it now exists.
  - F. Remain one lot and shall not be subdivided into more than one lot.
3. DWELLING SIZE AND QUALITY.
  - A. Each dwelling shall have a minimum of 1400 square feet of heated living area, excluding the garage area.
  - B. Each dwelling shall have a garage with one (1) 16 foot wide garage door or two (2) 8 foot wide doors (minimum).
  - C. No garage area shall ever be converted into a living area.
  - D. Each dwelling shall be of new construction.
4. FENCES.
  - A. All fences shall be constructed of wood or chain link material or both. No weld wire, barbed wire, web wire, poultry netting, or other farm-type fencing shall be allowed. No fences allowed in easements or retention ponds.
  - B. No fence shall extend beyond the front part of the dwelling.
5. ARCHITECTURAL CONTROL.
  - A. The developers, Leroy Fleeman and Barbara Fleeman or their agents, shall have full architectural control over the subdivision until all lots are sold. The developers acknowledge their intent to sell all lots as quickly as possible.
  - B. The size, design, location and site development of dwellings, permitted accessory buildings, and fences in this addition shall be subject to the prior approval of the developer. Approval shall not be unreasonably withheld as long as the improvements are in accordance with the highest standards of architectural design.

FILED FOR RECORD  
At 4:15 O'clock P M

NOV 24 1993

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

23449

- D. All approvals or rejections shall be governed by these protective covenants and any applicable zoning laws of the City of Rogers, Arkansas.

6. GENERAL RESTRICTIONS.

- A. No commercial activity of any kind shall be carried on upon any lot.
- B. No trailer, mobile home, shack, or barn shall be erected on any lot. Outbuildings, used for storage purposes, are permitted and may be stick built or portable.
- C. No inoperable motor vehicle shall be allowed on any street, driveway, or lot.
- D. No motor vehicle shall be allowed to stand on any street in excess of 24 hours at any one time.
- E. No vehicle shall be parked except on a paved street or driveway.
- F. Boats and recreational vehicles may be allowed to stand on the rear portion of any lot provided their presence is obscured by a wooden privacy fence at least 6 feet in height.
- G. No trash or other refuse shall be dumped or thrown on any lot. All trash or other refuse shall be disposed of promptly in a manner consistent with the requirements of the City of Rogers, Arkansas.
- H. No animals of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided that they are not kept or bred for commercial purposes.
- I. Grass, weeds, and other vegetation shall be kept mowed and cleared at regular intervals so as to keep each lot neat and attractive. Grass and weeds must be kept to a height of 12 inches or less.
- J. No antenna, aerial, or other device shall be permitted on or attached to any part of the home and/or garage. Satellite dishes shall be permitted on the rear portion of any lot provided their presence is obscured by a wooden privacy fence at least 6 feet in height.
- K. 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.
- L. In the event a home on any lot in said Subdivision is destroyed by fire or otherwise destroyed, the owner of said lot shall raze the structure and clean off the lot and then follow specifications set forth in the above 6-K.

7. SIDEWALKS.

- A. Sidewalks shall be 4 feet wide and be constructed 2 feet behind the curb unless approved otherwise by the City or the Developer.

8. DRIVEWAYS.

- A. All driveways shall extend from the garage to the street and shall be 16 feet minimum width and paved with concrete.

9. ENFORCEMENT AND AMENDMENT.

- A. All persons or corporations who subsequently acquire a lot shall be deemed to have agreed and covenanted with the owners of all other lots in this addition that they, their heirs, successors, and assigns shall conform to and abide by these protective covenants for a period of 25 years from the date of their recording.
- B. These covenants may be amended at any time by the owners of ninety (90) percent of the lots in the subdivision.

C. Any owner of a lot in this subdivision may sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants or restrictions contained in these protective covenants together with any other right to which they might otherwise be entitled to under Arkansas Law.

In witness whereof, we set our hands this 24<sup>th</sup> day of Nov, 1993

Leroy Fleeman  
Leroy Fleeman

Barbara Fleeman  
Barbara Fleeman

ACKNOWLEDGMENT

State of Arkansas  
County of Benton

On this 24 day of Nov, 1993, before me a Notary Public within and for the state and county aforesaid, duly commissioned and acting, personally appeared Leroy Fleeman and Barbara Fleeman, to me well known who stated upon oath, thay they had executed the above and forgoing instrument for the consideration set forth therein.

My commission expires; 1-08-2000

Debi K. Guinn  
Notary Public

