

APR 21 1981

JOSEPHINE R. HEYLAND
Clark and Recorder
BENTON COUNTY, ARK.

500 571 101

PROTECTIVE COVENANTS
FOR
SUNDANCE ACRES, PHASE I, BENTON COUNTY, ARKANSAS

The undersigned, Rogers Company, being the owner of Sundance Acres, Phase I, Benton County, Arkansas, does hereby establish and create the following Protective Covenants which shall apply to all lots, parcels and parts of lots in Sundance Acres, Phase I, Benton County, Arkansas.

I.

A. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot with the living area of the main structure, exclusive of one-story porches and garages, not less than 1200 square feet.

B. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes and 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 (2) stories in height, except Lots 128, 129, 130, 131, 132, 137, 138, 139, 140 and 141 shall be multi-family and not subject to Article I., Paragraph A. herein.

C. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Approval shall be as in Article II.

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

E. TEMPORARY STRUCTURES. No structure of a temporary nature or character shall be used on any lot at any time as a residence or part of a residence either temporarily or permanently nor shall an outbuilding be permitted that detracts from the residential and architectural appearance of the development, provided that nothing in the terms of this paragraph shall be construed to prevent the use of a temporary structure by Rogers Company on any lot or lots for the purpose of maintaining a sales office or headquarters during the period of development and construction of this addition.

F. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

G. GARBAGE AND REFUSE DISPOSAL. Trash, garbage or other waste shall not be kept upon any lot except in sanitary containers.

H. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except a sign no more than three (3) square feet to advertise the lot for sale.

I. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear of each lot. 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 of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each

Eugene T. Kelley, atty
PO Box 763
Rogers

lot and all improvements on 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.

J. BUILDING LOCATION. Minimum side lines of 7.5 feet are required.

II.

A. ARCHITECTURAL CONTROL COMMITTEE. This Committee is composed of Sam D. Rogers, or his designee. The Committee's approval or disapproval as required in these Covenants shall be in writing. Should any plan submitted fail to be approved or disapproved after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction 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.

III.

A. TERM. These Covenants are to run with the land and shall be binding on all 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 said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said Covenants in whole or in part.

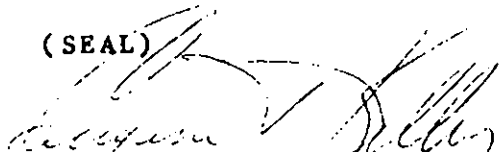
B. ENFORCEMENT. Enforcement shall be by proceedings by law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages.

C. SEVERABILITY. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force or effect.


WITNESS my hand this 21st day of April, 1981.

ROGERS COMPANY

(SEAL)



 EUGENE T. KELLEY,
 Assistant Secretary



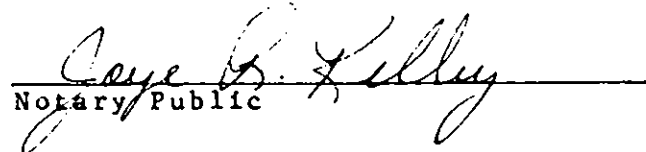
 SAM D. ROGERS, President

ACKNOWLEDGMENT

STATE OF ARKANSAS)
 COUNTY OF BENTON)

This day personally appeared before me, the undersigned Notary Public, SAM D. ROGERS, the President of ROGERS COMPANY and owner of said addition, and EUGENE T. KELLEY, the Assistant-Secretary of ROGERS COMPANY, to me well known, and were fully authorized in their capacities to execute the foregoing Covenants for and in the name and behalf of said corporation, and further stated and acknowledged to me that they had signed the same for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal this 21st day of April, 1981.



 Notary Public

My Commission Expires:

4-15-84

