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PROTECTIVE COVENANTS FOR LOTS 1 THRU 13, LOT 37, LOTS 77 THRU 85 AND LOTS 88 THRU 96 OF SUNDANCE ACRES, PHASE II, BENTON COUNTY, ARKANSAS JOSEPHINE R. HEYLAND Clerk and Recorder BENTON COUNTY, ARK

The undersigned, ROGERS COMPANY, being the owner of Lots 1 thru 13, Lot 37, Lots 77 thru 85 and Lots 88 thru 96 of Sundance Acres, Phase II, Benton County, Arkansas, does hereby establish and create the following Protective Covenants which shall apply to Lots 1 thru 13, Lot 37, Lots 77 thru 85 and Lots 88 thru 96 of Sundance Acres, Phase II, Benton County, Arkansas, and to all parts and parcels thereof.

I.

A. ZONING. The RMF-12 zoning requirements of the City of Rogers, Arkansas, in effect on the date of the signing of these Covenants, shall be met and maintained.

B. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot which exceeds two (2) living units per lot.

C. 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.

D. 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. Provided, however, 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.

E. 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 that they are not kept, bred or maintained for commercial purposes.

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

G. 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.

H. 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 or flow of drainage channels in the easements or which may

THIS INSTRUMENT PREPARED BY KEITH & FORD ATTORNEYS AT LAW 117 SOUTH 3RD ST. ROGERS ARKANSAS 72756

Let's Enclose

obstruct or retard the flow of water through drainage channels in the easements. The easement area of each 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.

I. BUILDING LOCATION: Building location is to meet the Rogers, Arkansas, RMF-12 zoning requirements in effect on the date of the signing of these Covenants.

II.

A. TERM. These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years. These Covenants may be changed at any time by a recorded instrument which has been signed by a majority of the then owners of the lots agreeing to change said Covenants in whole or in part.

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.

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 and effect.

WITNESS my hand this 4<sup>th</sup> day of Nov, 1983.

ROGERS COMPANY

by: Sam D. Rogers  
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, to me well known, and was fully authorized in his capacity to execute the foregoing Covenants for and in the name and behalf of said corporation, and further stated and acknowledged to me that he had signed the same for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal this 4<sup>th</sup> day of November, 1983.

[Signature]  
NOTARY PUBLIC

My Commission expires: 9-9-89

