

Amendment
By ~~Josephine R. Heyland~~ 520
79 11-4-27
Josephine R. Heyland
By Virginia Hulseby

FILED FOR RECORD
At 2:40 O'Clock P.M.

487 PAGE 23

JUN 5 1975

Protective Covenants
for
SUNSET ESTATES 2nd ADDITION
Rogers, Arkansas

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

The undersigned, being sole owners of the Sunset Estates 2nd Addition, do hereby establish and create the following protective covenants which shall apply to all lots, blocks, parcels and parts of lots and blocks as shown on the recorded plat of the above subdivision.

I.
COVENANTS

- A. 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 other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
- B. Dwelling cost, quality and size: No dwelling shall be permitted on lots 1 through 5, Block 3; lots 1 through 5, Block 4; and lots 1 through 13, Block 5, less than 1250 square feet of living space, all said living space stipulated above to be exclusive of one story porches and garages.
- C. Building location: 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 lines shown on the recorded plat, if any are shown thereon. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 7½ feet to an interior lot line, except that a 5 foot side yard shall be required for a garage or other permitted necessary building located 25 feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, saves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot.
- D. Lot area and width: No dwelling shall be erected or placed on any less area than complete lot as shown on the recorded plat.
- E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown, and over the rear 10 feet of each lot.
- F. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- G. Livestock and poultry: No animals, livestock, or poultry of any kind shall be raised or kept on any residential building site, except that dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for any commercial purpose.
- H. Inoperative vehicles: No vehicle, bus, tractor, nor any other vehicle or other conveyance or rig, other than a lawn grass apparatus, shall be left inoperative on any platted lot for a period of more than fourteen days.

Ret. Frank M. Smith, Realtor
P.O. Box 802
Rogers, Ark.

- I. Temporary structures: No structure of a temporary character trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any trailer be stored on any lot at any time.
- J. Sight distance at intersection: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

II.
GENERAL PROVISIONS

- A. Terms: 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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 any part.
- B. Enforcement: Enforcement shall be by proceedings at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- C. Saverability: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

WITNESSETH our hands this 21 day of May 1975.

Frank M. Smith, President
Frank M. Smith

Wanda L. Smith, Sec.
Wanda L. Smith

ACKNOWLEDGMENT

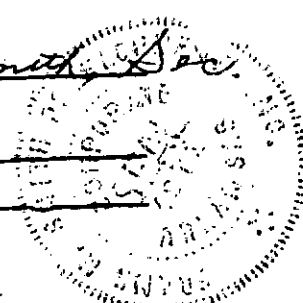
State of Arkansas
County of Benton

On this day, before me personally appeared Frank M. Smith and Wanda L. Smith to be personally well known, who acknowledged that they were the President and Secretary of Frank M. Smith Development, Inc. a corporation, and that they, as such officers, being duly authorized to do so had executed the foregoing instrument for the purposed therein contained, by signing the name of the coporation by themselves as such officers.

WITNESS my hand and official seal this 21st day of May 19 75.

James E. Acosta
Notary Public

My commission expires 11-14-76



Amendment

For reference based see Record 520

~~79~~ ~~11-4-77~~

~~Josephine R. Heyland~~
Josephine R. Heyland
73

498 PAGE 726

FILED FOR RECORD
At 3:45 O'Clock P.M.

MAR 19 1976

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

AMENDED PROTECTIVE COVENANTS
FOR
SUNSET ESTATES 2ND ADDITION
ROGERS, ARKANSAS

WHEREAS, Developer has filed Protective Covenants for Sunset Estates
2nd Addition to Rogers, Arkansas, which are found at Book 487, Page 23 ;
and

WHEREAS, Developer is desirous of amending said Protective Covenants;
NOW THEREFORE, in consideration of premises, the Protective Covenants
are amended and modified as follows:

1. Covenant 1.(A) shall be deleted in its entirety and replaced
with the following:

"1.(A) Land use and building type: No lot shall be used
except for residential purposes as defined by the Rogers
City Ordinance describing the R2 zoning classifications.
All improvements on the lots shall be in accordance with
this zoning classification."

2. Covenant 1.(B) shall be deleted in its entirety and replaced
by the following:

"1.(B) Dwelling cost, quality and size: No single family
dwelling shall be permitted to be constructed with less
than 1,250 square feet of living space, all of said living
space to be exclusive of one story porches and garages."

3. Covenant 1.(D) shall be deleted in its entirety.

4. In all other respects, the Protective Covenants remain unmodified
and in force except as amended.

FRANK M. SMITH DEVELOPMENT, INC.

By:

Frank M. Smith
Frank M. Smith, President

By:

Wanda L. Smith
Wanda L. Smith, Secretary

Ret: Frank M. Smith Development Co
P. O. Box 802
Rogers

CROXTON, BOYER, & KEITH
Attorneys-at-Law
420 W. Walnut
ROGERS, ARKANSAS 72756

ACKNOWLEDGMENT

STATE OF ARKANSAS))
 COUNTY OF BENTON) SS

On this day, before me personally appeared Frank M. Smith and Wanda L. Smith to be personally well known, who acknowledged that they were the President and Secretary of Frank M. Smith Development, Inc., a corporation, and that they, as such officers, being duly authorized to do so had executed the foregoing instrument for the purposed therein contained, by signing the name of the corporation by themselves as such officers.

WITNESS my hand and official seal this 19th day of March, 1976.


 Notary Public

My Commission Expires:

April 27, 1977

300
Admendment
7/1/77

ADMENDMENT TO PROTECTIVE COVENANTS
FOR
SUNSET ESTATES 2ND ADDITION
ROGERS, ARKANSAS

WHEREAS, Frank M. Smith Development, Inc., developer, has filed Protective Covenants for Sunset Estates 2nd Addition to the City of Rogers, Benton County, Arkansas, which are found in Book 487 page 023, and amendment thereto filed in Book 496 at page 726 in the records of Benton County, Arkansas, and

WHEREAS, Frank M. Smith Development, Inc., and Dynamic Enterprises, Inc., are the owners of record entitled to all of the land and lots described as Sunset Estates 2nd Addition, and desire to amend the said Protective Covenants;

NOW THEREFORE, in consideration of the premises, the Protective Covenants are hereby amended and modified, as follows:

1. Covenant 1(C) shall be deleted in its entirety.
2. In all other respects, the Protective Covenants, as amended, shall remain unmodified and in force and effect.

FRANK M. SMITH DEVELOPMENT, INC.

BY: [Signature]
Frank M. Smith, President

BY: [Signature]
Wanda L. Smith, Secretary

DYNAMIC ENTERPRISES, INC.

BY: [Signature]
Bill Fleeman, President

BY: [Signature]
Jeannie Fleeman, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

On this day before me personally appeared Frank M. Smith and Wanda L. Smith, to me personally well known, who acknowledged that they were the President and Secretary of Frank M. Smith Development, Inc., a corporation, and Bill Fleeman and Jeannie Fleeman, to me personally well known, who acknowledged that they were the President and Secretary of Dynamic Enterprises, Inc., a corporation, and that they, as such officers, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of their respective corporations by themselves as such officers.

WITNESS my hand and official seal this 3rd day of November, 1977.

[Signature]
Notary Public

My Commission expires:
4-6-81

FILED FOR RECORD
At 11:05 O'Clock A.M.

NOV 4 1977

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

[Signature]
KOAMS & WILSON
ATTORNEYS AT LAW
P.O. BOX 86
ROGERS, ARK. 72766
TEL.: (501) 696-2161

