

FILED FOR RECORD  
AT 3 O'clock P. M.

AUG 18 1966

JOSEPHINE R. HEYLAND

Clerk and Recorder

BENTON COUNTY, ARK.

B  
PROTECTIVE COVENANTS  
for  
WEBER ADDITION  
Rogers, Arkansas

BOOK 383 PAGE 06

Location: A part of the SW $\frac{1}{4}$ , NE $\frac{1}{4}$ , Sec. 14, T-19-N, R-30-W, more particularly described as follows: Beginning at the NW corner of said SW $\frac{1}{4}$ , NE $\frac{1}{4}$ , Sec. 14; thence E 812 feet; thence S 0°38' E 775 feet; thence West 812 feet to centerline of Dixie Land Road; thence N 0°38' W 775 feet along said centerline to the point of beginning, containing 14.4 acres, more or less, subject to right-of-way Dixie Land Road.

The undersigned, Darrow Garner, Incorporator, being the sole owner of the Weber 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 9, Block one, and lots 1 through 9 Block two less than 1200 square feet of living space; no dwelling shall be permitted on lots 10 through 18, Block two and lots 1 through 9, Block three, less than 1100 square feet of living space; and no dwelling shall be permitted on lots 10 through 18, Block three, less than 1000 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 7 $\frac{1}{2}$  feet to an interior lot line, except that a 5 foot side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum building setback 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, eaves, 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 a 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 7 $\frac{1}{2}$  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 be or may become an annoyance or nuisance to the neighborhood.
- G. 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.

H. Sight distance at intersections: 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 be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property 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

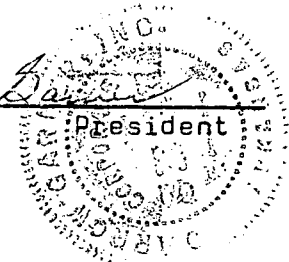
- A. Terms: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an 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. 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.

WITNESSETH our hands this 17 day of August, 1966

DARROW GARNER, INCORPORATED

Attest: Mary Ruth Garner  
Secretary

By Darrow Garner  
President



ACKNOWLEDGEMENT

STATE OF ARKANSAS )  
COUNTY OF BENTON )

On this 17 day of August, 1966, before me a notary public duly commissioned, qualified and acting, within and for the county and state aforesaid, appeared in person Darrow Garner and Mary Ruth Garner, to me personally well known, and stated that they were the president and secretary of Darrow Garner, Incorporated, a corporation, and were duly authorized in their respective capacities to execute the annexed and foregoing instrument for and in the name and behalf of said corporation, and that they had so signed, executed and delivered the same for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the 17 day of August, 1966

Esther A. Spawth  
Notary Public

My commission expires March 5, 1969



226/

Protective Covenants  
for  
WEBER ADDITION  
Rogers, Arkansas

BOOK 427 PAGE 79

The undersigned, being sole owners of the Weber 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.

FILED FOR RECORD  
At 11:20 O'Clock P M.

I.

MAY 10 1971

COVENANTS

JOSEPHINE R. HEYLAND  
Clerk and Recorder

BENTON COUNTY ARK.

- 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 no 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 10, Block four; lots 1 through 12, Block five; lots 1 through 12, Block six; lots 1 through 12, Block seven; and lots 1 through 6, Block eight, less than 1200 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, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed 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 7½ 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 be or may become an annoyance or nuisance to the neighborhood.
- G. 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.

(X)

- H. Sight distance at intersections: 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 be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property 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.

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- 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. 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 affect.

WITNESSETH our hands this 9th day of April, 1971

Frank M. Smith  
Frank M. Smith

Clarence A. Leis  
Gene R. Miser

Wanda L. Smith  
Wanda L. Smith

Betty J. Leis