

FILED FOR RECORD
At 3:30 o'clock P.M.

OCT 8 1981

PROTECTIVE COVENANTS FOR
WHISPERING TIMBERS SUBDIVISION

JOSEPHINE R. HEYLAND

Phase 3

Clerk and Recorder
BENTON COUNTY, ARK.

Frank M. Smith Development, Inc. is the sole owner and developer of Whispering Timbers, Phase 3 Subdivision, containing fifteen (15) lots, and does hereby establish and create the following Protective Covenants which shall apply to said lots as shown on the recorded plat of the said Subdivision.

1. SINGLE-FAMILY RESIDENTIAL LAND USE AND BUILDING TYPE. The lots shall be held, owned and used only for single-family residential building sites. No structure shall be erected, altered, placed or permitted to remain on any single-family or residential building site other than a single, detached single-family dwelling, which shall not exceed two and one-half stories in height, a private garage for not less than two cars, swimming pools and other outbuildings incidental and related to residential use of premises.

2. BUILDING LIMITATIONS. No single-family residence shall be constructed on said lots of less than 1,400 square feet of living space, said space excluding porches, garages, patios, decks and other attachments to the dwelling.

3. HOME OCCUPATIONS. Home occupations as defined by the Rogers City Code shall be prohibited.

4. YARD SPACE RESTRICTIONS. No single-family residential building shall be located nearer than 25 feet to the front property line nor nearer than 7½ feet to the side property line, nor nearer than 20 feet to the rear property line, nor nearer than 25 feet from a side street line. Should any building set-back line shown upon the plat of Phase 3 vary from the set-back requirements required herein, the building set-back lines shown upon the said plat as filed shall control those stated herein.

5. FENCES. Fencing of front yards is prohibited; however, lot owners may fence the back yards.

6. OFF-STREET PARKING. All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot, and parking on the streets as shown in the plat of the subdivision shall be prohibited for a period of time exceeding three (3) days. Recreational vehicles and equipment, including but not limited to boats, motor homes, travel trailers, campers, and the like, shall not be parked or stored within 25 feet of the front lot line for a period of time exceeding three (3) days.

7. SIGNS. No signs, either permanent or temporary, of any kind, shall be placed or erected on any property except that a single sign not more than five square feet in size may be permitted upon property to advertise the same for sale or for rent.

8. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This restriction does not prohibit the storing of recreational vehicles on the lots.

9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations or shafts be permitted upon or at any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained or permitted upon any building site.

Frank Smith PO Box 802 Rogers

10. 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 purposes.

11. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. No trees, incinerator structures, buildings, pavement or similar improvements shall be grown built or maintained within the area of the utility easements.

12. 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.

13. INOPERATIVE VEHICLES. No vehicle, bus, tractor, or 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.

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub which obstructs sight lines at intersections in the subdivision shall be permitted.

15. VIOLATIONS. In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any lots in this subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, and either to prevent him or them from so doing and/or to recover damages for such violations.

16. SEVERABILITY. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

EXECUTED THIS 5th DAY OF October, 1981.



FRANK M. SMITH DEVELOPMENT

BY: Frank M. Smith
Frank M. Smith, President

BY: Wanda L. Smith
Wanda L. Smith, Secretary

STATE OF ARKANSAS } ss.
COUNTY OF BENTON }

ACKNOWLEDGMENT

On this 5th day of October, 1981, before me a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared in person the within named Frank M. Smith and Wanda L. Smith, President and Secretary respectively, of FRANK M. SMITH DEVELOPMENT INC., an Arkansas Corporation, duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes herein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as Notary Public the day and year first hereinabove written.

My Commission Expires:

November 28, 1982



Martha Bradley
NOTARY PUBLIC

300
Cash

AMENDMENT
TO
PROTECTIVE COVENANTS FOR
WHISPERING TIMBERS SUBDIVISION
Phase 3

FILED FOR RECORD
At 11:30 O'clock A.M.

SEP 22 1982

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

Amendment to Protective Covenants for Whispering Timbers Subdivision, Phase 3, a subdivision of part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 19 North, Range 30 West, Benton County, Arkansas.

The Undersigned being the sole owners of all lots in Block 14 and 15 of Whispering Timbers, Phase 3, a subdivision of the City of Rogers, Benton County, Arkansas. Recorded in Plat Record 577 at Page 590, do hereby amend Section 2 of said Protective Covenants by deleting said Section 2 in its entirety and substituting therefore the following provision so that said Section 2 shall henceforth read as follows:

2. BUILDING LIMITATIONS. No single-family residence shall be constructed on said lots of less than 1,200 square feet of living space, said space excluding porches, garages, patios, decks and other attachments to this dwelling.

EXECUTED THIS 14th DAY OF Sept., 19 82.

FRANK M. SMITH DEVELOPMENT, INC.
BY: Frank M. Smith
Frank M. Smith, President
BY: Wanda L. Smith
Wanda L. Smith, Secretary

STATE OF ARKANSAS)
County of Benton) ss.

ACKNOWLEDGMENT

On this 14 day of Sept., 19 82, before me a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared in person the within named Frank M. Smith and Wanda L. Smith, President and Secretary respectively, of FRANK M. SMITH DEVELOPMENT, INC., an Arkansas Corporation, duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes herein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as Notary Public the day and year first hereinabove written.

My Commission Expires:
November 24, 1982



Janita Beasley
NOTARY PUBLIC

Frank M. Smith
P.O. Box 802 - 72756