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PLATT P-1-21

W/A

PROTECTIVE COVENANTS

WHISPERING TIMBERS SUBDIVISION

FILED FOR RECORD

AT 120 O'clock P M

PHASE 12

MAY 14 1998

SUE HODGES

Clerk and Recorder

BENTON COUNTY, ARK

Frank M. Smith Development, Inc., is the sole owner and developer of Whispering Timbers, Phase 12 Subdivision, containing thirty (30) 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. All lots within Phase 12 shall be governed by the provisions of the Rogers City Code governing single-family residences as governed by R1A on the date these covenants were executed.

2. BUILDING LIMITATIONS. Building, architectural, and design specifications shall be in accordance with those set forth in Rogers City Code designated as R1A. No dwelling structure shall be constructed upon any lot within Phase 12 of a size less than 1,500 square feet. In addition, compliance with the above referenced ordinance shall be judged and determined and requiring a prior approval of an Architectural Committee (as hereinafter set forth), which shall view all plans and specifications for all structures prior to construction and be given the power to amend or alter any such designs or specifications prior to approval for construction in Phase 12. The specifications and requirements of the above mentioned R1A designation are designed as a minimum requirement for architectural and design specifications and may be supplemented from time to time, where not inconsistent, by the Architectural Committee, and same shall be binding its requirements for prior approval of construction. All builders and owners should contact the Architectural Committee prior to commencement of construction, to be apprised of current requirements.

3. ARCHITECTURAL COMMITTEE. The Architectural Committee for Phase 12 of Whispering Timbers shall consist of two (2) members, same being the President and Vice-President of Frank M. Smith Development, Inc., and the original members shall serve for thirty (30) years, and thereafter as replaced by an election of the majority of the lots (one lot, one vote) in Phase 12 of Whispering Timbers.

4. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines nor shall any fence be erected or placed on any lot nearer to the street than the "front" of the main residential building. Chain link fencing is expressly prohibited.

5. Easement, for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 or drainage in the easements or which may obstruct or retard the flow of water, and all improvements in 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.

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

7. No structure or vehicle such as a trailer, basement, tent, shack, garage, barn, camper, mobile home or other outbuilding shall be used on any lot at any time as a residence temporarily or permanently.

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8. All signs are prohibited in areas zoned upon any recorded subdivision plat as residential except:

a. Signs erected by the City of Rogers or Developer for identification of streets, traffic control and directional purposes;

b. Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 6 square feet in area;

c. Signs erected by the Developer advertising the name and entrance of the subdivision.

d. Signs erected by the Developer or builder advertising the showing of a model home or show house. At the time such house is sold all signs shall be removed. Signs shall not exceed 9 square feet in area.

9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept and maintained provided that they are not kept, bred or maintained for any commercial purposes. Household pets shall be maintained in a clean and sanitary situation and shall not be noxious or a nuisance to the surrounding owners.

10. Home occupations as defined by the Rogers City Code shall be prohibited.

11. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall not be kept except in approved sanitary containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be kept in a clean and sanitary condition. No garbage or trash containers are to be kept in view of the street unless it is to be picked up that day.

12. All automobiles and other motorized vehicles in the said subdivision must be state licensed, state inspected and in running order at all times. All vehicles are to be parked at all times in a designated parking area, i.e., garage or driveway, and are not to be parked at any time on the yard or street. No auto repairs are to be performed in the driveway.

13. No antenna, aerial, or other device shall be permitted on any structure where some form of TV cable is available, including pay satellite furnished by others. Where TV cable or pay satellite is not available, the owner is permitted one (1) antenna which will be allowed for the sole purpose of reception of television broadcast only, and such antenna shall be raised to a height necessary for the TV reception in the area.

14. No boats, motorhomes, utility trailers and any other non everyday vehicle will be allowed on the lot unless stored in the garage and out of sight at all times. Motorcycles may be kept on the property but must be stored out of sight when not in use.

15. Lots shall not be re-subdivided for the purpose of creating additional building lots for single family residences. No garage to living space conversion allowed.

16. Each resident will be allowed to have a storage building if they so desire as long as the design of the building is conducive with the surrounding structures; is placed only behind their residence and not at the side or front of the property; is kept in a neat and clean manner; does not create a nuisance to the surrounding property owners; and is approved in writing by the Developer prior to placing on the property.

17. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration herein be made until the plans and specifications showing the nature, size, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Developer. In the event said Developer fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. After 90% of the total platted lots in Whispering Timbers, Phase 12 Subdivision have been sold by the Developer, thereafter, changes as listed above in this paragraph do not have to be approved by the Developer. Chain link fencing and garage to living space conversions are expressly prohibited.

18. In the event a home on any lot in said Subdivision is destroyed by fire or otherwise destroyed, the owner of said lot shall raze the structure and clean off the lot or start to rebuild the house within 120 days from the time the home was destroyed.

19. Each home constructed in this Subdivision shall have a two car garage and paved driveway from street to structure.

20. Owners of lots shall keep property free from unsightly accumulations of trash, weeds, brush and rubbish. Yards are to be kept mowed to a height not to exceed six inches.

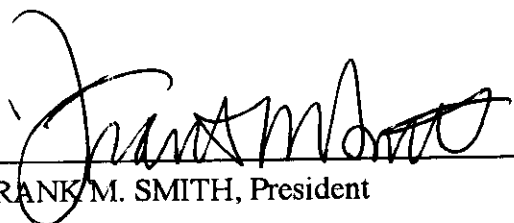
21. These Covenants shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date this instrument is recorded, after which time said Covenants shall be automatically extended for successive periods of one year unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

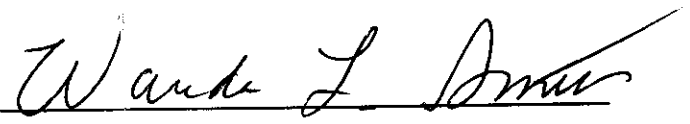
22. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these Covenants. Violators shall be subject either to restraint or to an action for damages as may be allowed by law.

23. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, 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 28th day of Feb, 19 98.

FRANK M. SMITH DEVELOPMENT, INC.

By: 
FRANK M. SMITH, President

By: 
WANDA L. SMITH, Secretary

