

94 077321

PROTECTIVE COVENANTS AND RESTRICTIONS

VICTORIA PLACE, LOTS 45 TO 67, INCLUSIVE

ROGERS, BENTON COUNTY, ARKANSAS

FILED FOR RECORD
At 4:01 O'clock P M

OCT 24 1994

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

WHEREAS, DYNAMIC ENTERPRISES, INC., herein called Owner, has caused certain lands owned by it to be platted into a subdivision known as Victoria Place, Lots 45-67, Rogers, Benton County, Arkansas, and the plat thereof appears of record in the office the Clerk and Recorder of Benton County, Arkansas, in Plat Book 20 at Page 37; and,

WHEREAS, Owner is about to sell property shown on said plat, which it desires to be subject to certain restrictions, conditions, covenants and agreements between itself and the purchasers of said property as hereinafter set forth:

NOW, THEREFORE, Owner hereby declares that the property shown on said plat of Victoria Place, Lots 45-67 is held and shall be conveyed subject to restrictions, conditions, covenants, changes and agreements herein set forth which shall run with the land:

1. Land Use and Building Type. No lot shall be used except for residential purposes. Owner may use lots for model homes and/or sales offices. 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 stories in height and a private garage for not more than two cars without the approval of the Architectural Control Committee. Extra storage sheds, buildings, and garages may not be constructed or erected unless authorized and approved by the Architectural Control Committee. No residence shall be totally or partially constructed using brick. No basketball goals, or similar structures shall be erected in front of fences constructed by Owner.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and colors with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. No fence shall be erected, placed or altered unless it shall conform to the design, style, color, and height of fencing built by Owner, unless similarly approved.

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3. **Building Location.**

(a) 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. In any event, no building shall be located on any lot nearer than 25 feet to the front or rear lot line, or nearer than 25 to any side street line.

(b) Since the dwellings share a common property line, the owner of a lot is hereby granted an easement on the adjoining lot and on the exterior of the improvements for a width of five feet and a distance from ten feet in front of the building to ten feet to the rear of the building for the purpose of entering upon the above described easement and improvements to maintain the owner's property or house. This easement is granted to the lot owner or owners and to their employees or contractor or prospective employees or contractors; however, this easement in no way permits the lot owner to abuse or damage or rearrange the adjoining property or improvements. Utmost care and respect shall be shown when this easement is used.

4. **Lot Area and Width.** Lot areas and widths shall be as shown on the recorded plat, and no residential lot shall be re-subdivided into two or more lots.

5. **Parking.** All residences must have off-street parking only, and residents shall not park off of designated driveways or parking pads. No parking at any time will be permitted on grass, landscaping, or sidewalks. Any vehicles of visitors may only be parked on the street for a 72 hour period. Any boat, RV, camper, untagged or off-road vehicle must have a separate concrete parking pad and may not be parked at any time in front of the front building line.

6. **Satellite Dishes.** No satellite dishes will be permitted in front of fences located at the building lines. No TV or radio antennas shall be constructed.

7. **Garages.** All garages must be kept closed when not in use for the purpose of ingress or egress of automobiles. Any replacement of garage doors, other than with the original type and color of door, must be approved by the Architectural Control Committee, and be painted the color approved by the Committee.

8. **Exterior Lighting.** All exterior lighting must be approved by the Architectural Control Committee.

9. **Clotheslines.** No permanent outdoor clothes lines are permitted.

10. **Structure Additions.** All room additions, alteration, garages, carports, fences and other structures must first be approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and to location with respect to topography and finish grade elevation. Alterations are

limited, and may not include changing the color of the doors, trim, roof, garage door, porch railing, and gutters. Siding may not be changed to a color of the adjoining lot/home. All colors of material changes must be approved by the Architectural Control Committee prior to making any alterations. Such approval authority shall remain with the Owner until such time as all of the lots have been sold and built on and the Committee has been duly elected as provided herein.

11. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved on each lot as reflected on the recorded plat. Within these easements, no structure, planting, or other material (except for driveways across the front of any lot) shall be placed or permitted to remain which may interfere with the operation, installation or maintenance of utilities, or which may change the direction of flow or drainage channels in the easement, or which may obstruct or retard the flow of water toward or through drainage channels in the easement. Driveways permitted within the easement shall be constructed so as not to prevent any obstruction to the flow of water or any change in the area of each lot and all improvements in it shall be maintained continuously by the owners of the lot, except for those improvements for which a public authority or utility is responsible. Any fence erected around rear perimeter of property must contain a gate or gates of adequate size, according to city requirements, for city utility vehicles to have access to the utility easements for ingress and egress for maintenance purposes. Any necessary alteration to fences necessary to maintain utilities will be done at the owner's expense.

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. No scrap material, rubbish or debris shall be permitted to accumulate upon the premises. Automobiles or obsolete vehicles or machines no longer in service shall not be repaired, overhauled, or otherwise worked on in the streets, carports, garages, driveways or yards. No lot shall be allowed to grow up in weeds, grass or other unsightly growth. All lots shall be kept in a neat and orderly fashion. No truck, van, bus or motor home with a load capacity of more than one-half ton shall be parked or garaged on any street or residential lot without prior approval of the architectural Control Committee. No more than three vehicles of any kind can be regularly parked on the premises at any time. Front yards in front of the building line, including front porches, shall not be utilized for storage of any item. All toys, newspapers, etc., must be kept picked up so as not to accumulate in any unsightly manner. The only acceptable items in front of front fence lines shall be flower pots to compliment landscaping and/or porch type furniture. All landscape additions to existing landscape must meet the approval of the Architectural Control Committee.

13. Livestock and Poultry. No livestock, animals 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

provided that they are not kept, bred or maintained for any commercial purposes, but such pets must be kept chained or penned.

14. **Temporary Structures.** No structure of a temporary character, trailer, tent, shack, garage, barn, mobile home, motor home or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

15. **Signs.** No sign of any kind shall be displayed to the public view on any lot except for one professional sign of not more than one square foot, or one sign of not more than 5 square feet advertising the property for sale or rent, or signs and flags used by a builder to advertise the property during the construction and sales period.

16. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and kept from view of the street at all times except when being collected by trash collection service.

17. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

18. **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 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 pavement. No tree shall be permitted to remain within such distances of such intersections.

19. **Architectural Control Committee.** The Architectural Control Committee is composed of Bill Fleeman and Jeannie Fleeman. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After all lots have been sold by Owner, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the

committee or to withdraw from the committee or restore to it any of its powers and duties.

20. General Provisions.

(a) Term. All of the restrictions, conditions, covenants and agreements shall affect all of the lots as hereinabove set forth and are made for the direct and reciprocal benefit thereof and the covenants shall attach to and run with the land. Said restrictions, conditions and covenants shall be binding on all parties and all persons claiming under them for a period of 30 years from the date hereof, after which time they shall be automatically extended for successive periods of ten years, provided, however, that such restrictions, conditions, covenants and agreements, or any of them, may be supplemented, changed or rescinded in any or all particulars at any time after 30 years from the date hereof by the owners of 51% of the dwellings comprising the area incorporated in this declaration, evidenced by an instrument in writing executed by the said owners in the manner provided by law for the conveyance of real property and duly recorded in the office of the Clerk and Recorder aforesaid, and upon such recordation shall be valid and binding upon the sellers and owners of the said lots in said tract, and upon all other persons.

(b) Enforcement. If the parties hereto, or their successors, shall violate or attempt to violate any of the covenants herein during the period for which they are in force, or during any of the extended periods for which they are in force, it shall be lawful for any person owning any real property subject thereto to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, or either to prevent him or them from so doing or to recover damages.

(c) Subordination. It is further provided that a breach of any of the conditions contained herein or of any re-entry by reason of such breach shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said premises or any part thereof; but said conditions shall be binding upon and effective against any owner of said premises whose title thereof is acquired by foreclosure, Trustee's sale or otherwise.

(d) Severability. Invalidation of any one or more 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.

(e) Lot 67. Notwithstanding any provision herein, Lot 67 shall be conveyed to the City of Rogers, Arkansas, to be used for drainage and utility purposes.

14
95 043197

PROTECTIVE COVENANTS AND RESTRICTIONS FILED FOR RECORD

VICTORIA PLACE, LOTS 1 TO 44, INCLUSIVE

At 1:25 O'clock P.M.

ROGERS, BENTON COUNTY, ARKANSAS

JUL 06 1995

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

WHEREAS, DYNAMIC ENTERPRISES, INC., herein called Owner, has caused certain lands owned by it to be platted into a subdivision known as Victoria Place, Lots 1-44, Rogers, Benton County, Arkansas, and the plat thereof appears of record in the office the Clerk and Recorder of Benton County, Arkansas, in Plat Book 20 at Page 259; and,

WHEREAS, Owner is about to sell property shown on said plat, which it desires to be subject to certain restrictions, conditions, covenants and agreements between itself and the purchasers of said property as hereinafter set forth:

NOW, THEREFORE, Owner hereby declares that the property shown on said plat of Victoria Place, Lots 1-44 is held and shall be conveyed subject to restrictions, conditions, covenants, changes and agreements herein set forth which shall run with the land:

1. Land Use and Building Type. No lot shall be used except for residential purposes. Owner may use lots for model homes and/or sales offices. 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 stories in height and a private garage for not more than two cars without the approval of the Architectural Control Committee. Extra storage sheds, buildings, and garages may not be constructed or erected unless authorized and approved by the Architectural Control Committee. No residence shall be totally or partially constructed using brick. No basketball goals, or similar structures shall be erected in front of fences constructed by Owner.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and colors with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. No fence shall be erected, placed or altered unless it shall conform to the design, style, color, and height of fencing built by Owner, unless similarly approved.

95 043198

3. Building Location.

(a) 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. In any event, no building shall be located on any lot nearer than 25 feet to the front or rear lot line, or nearer than 25 to any side street line.

(b) Since the dwellings share a common property line, the owner of a lot is hereby granted an easement on the adjoining lot and on the exterior of the improvements for a width of five feet and a distance from ten feet in front of the building to ten feet to the rear of the building for the purpose of entering upon the above described easement and improvements to maintain the owner's property or house. This easement is granted to the lot owner or owners and to their employees or contractor or prospective employees or contractors; however, this easement in no way permits the lot owner to abuse or damage or rearrange the adjoining property or improvements. Utmost care and respect shall be shown when this easement is used.

4. Lot Area and Width. Lot areas and widths shall be as shown on the recorded plat, and no residential lot shall be re-subdivided into two or more lots.

5. Parking. All residences must have off-street parking only, and residents shall not park off of designated driveways or parking pads. No parking at any time will be permitted on grass, landscaping, or sidewalks. Any vehicles of visitors may only be parked on the street for a 72 hour period. Any boat, RV, camper, untagged or off-road vehicle must have a separate concrete parking pad and may not be parked at any time in front of the front building line.

6. Satellite Dishes. No satellite dishes will be permitted in front of fences located at the building lines. No TV or radio antennas shall be constructed.

7. Garages. All garages must be kept closed when not in use for the purpose of ingress or egress of automobiles. Any replacement of garage doors, other than with the original type and color of door, must be approved by the Architectural Control Committee, and be painted the color approved by the Committee.

8. Exterior Lighting. All exterior lighting must be approved by the Architectural Control Committee.

9. Clotheslines. No permanent outdoor clothes lines are permitted.

10. Structure Additions. All room additions, alteration, garages, carports, fences and other structures must first be approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and to location with respect to topography and finish grade elevation. Alterations are

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limited, and may not include changing the color of the doors, trim, roof, garage door, porch railing, and gutters. Siding may not be changed to a color of the adjoining lot/home. All colors of material changes must be approved by the Architectural Control Committee prior to making any alterations. Such approval authority shall remain with the Owner until such time as all of the lots have been sold and built on and the Committee has been duly elected as provided herein.

11. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved on each lot as reflected on the recorded plat. Within these easements, no structure, planting, or other material (except for driveways across the front of any lot) shall be placed or permitted to remain which may interfere with the operation, installation or maintenance of utilities, or which may change the direction of flow or drainage channels in the easement, or which may obstruct or retard the flow of water toward or through drainage channels in the easement. Driveways permitted within the easement shall be constructed so as not to prevent any obstruction to the flow of water or any change in the area of each lot and all improvements in it shall be maintained continuously by the owners of the lot, except for those improvements for which a public authority or utility is responsible. Any fence erected around rear perimeter of property must contain a gate or gates of adequate size, according to city requirements, for city utility vehicles to have access to the utility easements for ingress and egress for maintenance purposes. Any necessary alteration to fences necessary to maintain utilities will be done at the owner's expense.

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. No scrap material, rubbish or debris shall be permitted to accumulate upon the premises. Automobiles or obsolete vehicles or machines no longer in service shall not be repaired, overhauled, or otherwise worked on in the streets, carports, garages, driveways or yards. No lot shall be allowed to grow up in weeds, grass or other unsightly growth. All lots shall be kept in a neat and orderly fashion. No truck, van, bus or motor home with a load capacity of more than one-half ton shall be parked or garaged on any street or residential lot without prior approval of the architectural Control Committee. No more than three vehicles of any kind can be regularly parked on the premises at any time. Front yards in front of the building line, including front porches, shall not be utilized for storage of any item. All toys, newspapers, etc., must be kept picked up so as not to accumulate in any unsightly manner. The only acceptable items in front of front fence lines shall be flower pots to compliment landscaping and/or porch type furniture. All landscape additions to existing landscape must meet the approval of the Architectural Control Committee.

13. Livestock and Poultry. No livestock, animals 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

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provided that they are not kept, bred or maintained for any commercial purposes, but such pets must be kept chained or penned.

14. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, mobile home, motor home or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

15. Signs. No sign of any kind shall be displayed to the public view on any lot except for one professional sign of not more than one square foot, or one sign of not more than 5 square feet advertising the property for sale or rent, or signs and flags used by a builder to advertise the property during the construction and sales period.

16. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and kept from view of the street at all times except when being collected by trash collection service.

17. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

18. 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 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 pavement. No tree shall be permitted to remain within such distances of such intersections.

19. Architectural Control Committee. The Architectural Control Committee is composed of Bill Fleeman and Jeannie Fleeman. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After all lots have been sold by Owner, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the

95 043201

committee or to withdraw from the committee or restore to it any of its powers and duties.

20. General Provisions.

(a) Term. All of the restrictions, conditions, covenants and agreements shall affect all of the lots as hereinabove set forth and are made for the direct and reciprocal benefit thereof and the covenants shall attach to and run with the land. Said restrictions, conditions and covenants shall be binding on all parties and all persons claiming under them for a period of 30 years from the date hereof, after which time they shall be automatically extended for successive periods of ten years, provided, however, that such restrictions, conditions, covenants and agreements, or any of them, may be supplemented, changed or rescinded in any or all particulars at any time after 30 years from the date hereof by the owners of 51% of the dwellings comprising the area incorporated in this declaration, evidenced by an instrument in writing executed by the said owners in the manner provided by law for the conveyance of real property and duly recorded in the office of the Clerk and Recorder aforesaid, and upon such recordation shall be valid and binding upon the sellers and owners of the said lots in said tract, and upon all other persons.

(b) Enforcement. If the parties hereto, or their successors, shall violate or attempt to violate any of the covenants herein during the period for which they are in force, or during any of the extended periods for which they are in force, it shall be lawful for any person owning any real property subject thereto to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, or either to prevent him or them from so doing or to recover damages.

(c) Subordination. It is further provided that a breach of any of the conditions contained herein or of any re-entry by reason of such breach shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said premises or any part thereof, but said conditions shall be binding upon and effective against any owner of said premises whose title thereof is acquired by foreclosure, Trustee's sale or otherwise.

(d) Severability. Invalidation of any one or more 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands

this the 6th day of June, 1995.

8
95 079601

FILED FOR RECORD
At 9 O'clock A M

FIRST AMENDMENT TO

PROTECTIVE COVENANTS AND RESTRICTIONS

NOV 15 1995

VICTORIA PLACE, LOTS 1 TO 44, INCLUSIVE

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

ROGERS, BENTON COUNTY, ARKANSAS

WHEREAS, DYNAMIC ENTERPRISES, INC., herein called Owner, has caused certain lands owned by it to be platted into a subdivision known as Victoria Place, Lots 1-44, Rogers, Benton County, Arkansas, and the plat thereof appears of record in the office the Clerk and Recorder of Benton County, Arkansas, in Plat Book 20 at Page 259; and,

WHEREAS, Owner has executed and filed its Protective Covenants and Restrictions for Victoria Place, Lots 1 to 44 on July 6, 1995, as Document No. 95-43197 in the Circuit Clerk's Office for Benton County, Arkansas; and,

WHEREAS, Owner desires to amend the Protective Covenants and Restrictions for Victoria Place, Lots 1 to 44; and,

WHEREAS, Owner owns Lots 1 to 44 of Victoria Place, and the sole mortgagee of Lots 1 to 44 is Farmers & Merchants Bank;

NOW, THEREFORE, Owner hereby declares that the property shown on said plat of Victoria Place, Lots 1-44 is held and shall be conveyed subject to restrictions, conditions, covenants, changes and agreements herein set forth which shall run with the land:

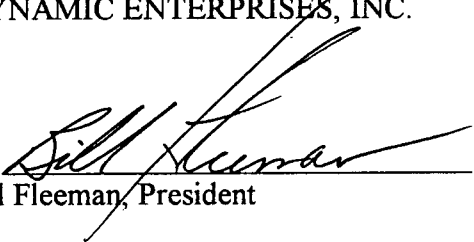
1. Building Location. Paragraph 3 (a) is amended to the extent of Lot 43. On that lot the building may be located twenty (20) feet from the side street.

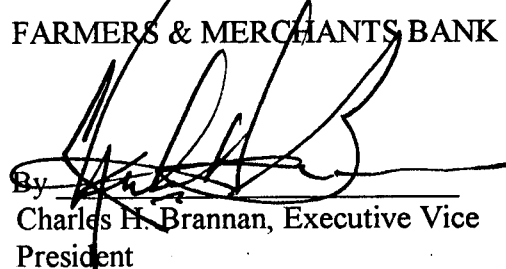
In no other manner shall the Protective Covenants and Restrictions executed July 6, 1994, be amended or altered, and all other Protective Covenants and Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this the 10th day of November, 1995.

DYNAMIC ENTERPRISES, INC.

FARMERS & MERCHANTS BANK

By 
Bill Fleeman, President

By 
Charles H. Brannan, Executive Vice
President

28/64

95-79601A

ATTEST:

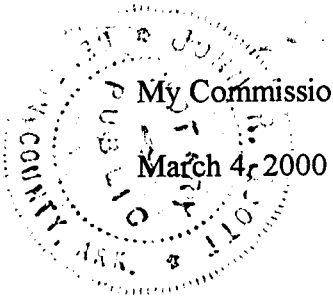
Jeannie Fleeman
Jeannie Fleeman, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF BENTON)

On this 10th day of November, 1995, before me, the undersigned Notary Public, duly qualified and acting within and for the said state and county, appeared Bill Fleeman and Jeannie Fleeman, who acknowledged themselves to be the President and Secretary of Dynamic Enterprises, Inc., a corporation, and that they as such President and Secretary, and Charles H. Brannan, Executive Vice President of Farmers & Merchants Bank, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President, Secretary, and Executive Vice President.

John R. Scott
Notary Public



Return: John R. Scott, P. A.
2308 S. E. 28th Street, Suite 8
Bentonville, Ar 72712