

PROTECTIVE COVENANTS
LEXINGTON SQUARE SUBDIVISION
ROGERS, BENTON COUNTY, ARKANSAS

DON MYERS & ASSOCIATES, INC., is the sole owner and developer of LEXINGTON SQUARE SUBDIVISION 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 Lexington Square Subdivision shall be governed by the provisions of the Rogers City Code governing single-family residences as governed by R2 on the date these covenants were executed.

2. BUILDING LIMITATIONS. The subdivision and building codes of the City of Rogers, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in Lexington Square Subdivision. All dwellings and other improvements shall comply with said ordinances as they exist on the date of such construction. Any conflict between such ordinances and the provisions of these Protective Covenants shall be resolved in favor of the more restrictive provisions. Building, architectural, and design specifications shall be in accordance with those set forth in Rogers City Code designated as R2. No dwelling structure shall be constructed upon any lot within Lexington Square Subdivision of a size less than one thousand, nine hundred (1,900) square feet of heated living space without approval of the Architectural Control Committee (as hereinafter set forth). Further, each dwelling shall have a private garage for not less than two (2) cars with dimensions of not less than twenty-two (22) feet by twenty-two (22) feet and shall have a concrete driveway with a minimum width of not less than sixteen (16) feet. All homes or outbuildings constructed on any lot must use Architectural Shake shingles or an alternate material of equal quality approved in advance in writing by the Architectural Control Committee. In addition, compliance with the above referenced ordinance shall be judged and determined and require a prior approval of the Architectural Control 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 Lexington Square Subdivision. The specifications and requirements of the above mentioned R2 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 Control Committee, and same shall be binding its requirements for prior approval of construction. All builders and owners should contact the Architectural Control Committee prior to commencement of construction, to be apprised of current requirements.

3. ARCHITECTURAL CONTROL COMMITTEE. 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 on the lot have been approved by the Architectural Control Committee. Such plans shall be submitted to the Architectural Control Committee at least fifteen (15) days prior to the commencement of construction of same, and the written approval of the Architectural Control Committee shall be required before commencement of construction. In this regard, it is the intention and purpose of the covenants contained in this paragraph to assure that all dwellings and accessory buildings shall be of a quality of workmanship and materials substantially the same or better than that which is being produced on the day these Protective covenants are recorded and to assure that the exterior design of all dwellings and accessory buildings will be aesthetically compatible with the other dwellings and accessory buildings in the subdivision. The Architectural Control Committee for

FILED FOR RECORD
 AT 3:00 P.M. 10/19/00

OCT 19 1000
 SUE HODGES
 Clerk and Recorder
 BENTON COUNTY, ARK.

Lexington Square Subdivision shall consist of two (2) members, same being the President and Secretary-Treasurer of Don Myers & Associates, Inc., and the original members shall serve for thirty (30) years, and thereafter as replaced by an election of the majority of the then lot owners (one lot, one vote) in Lexington Square Subdivision. The Architectural Control Committee's approval or disapproval as required in this paragraph shall be in writing. Should any plans submitted hereunder fail to be approved or disapproved within the time period herein provided, or in any event, if no suit to enjoin the construction proposed is commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

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

5. YARD SPACE RESTRICTIONS AND BUILDING LOCATION. No building shall be located on any lot nearer than twenty-five (25) feet to the front of the lot line, nor nearer than seven and one-half (7.5) feet to the interior side setback, nor nearer than twenty (20) feet to the exterior side setback, nor nearer than twenty (20) feet to the rear set back. No building or permitted accessory building shall be located nearer than seven and one-half (7.5) feet to any interior side lot line. This provision (interior side lot setback) shall not apply to any dwelling constructed on two (2) adjacent lots as to the side lot line dividing the two (2) lots. No dwelling shall be located on any lot nearer than twenty (20) feet to the rear lot line. All permitted accessory buildings shall be located in the rear yard of each lot, and no such permitted accessory building shall be located on any lot nearer than ten (10) feet to the rear lot line. No lot shall be subdivided into smaller lots or parcels than shown on the recorded Plat for the purpose of creating additional building sites or lots, except that a lot may be divided to combine portions of it with the adjacent lots on both sides to enlarge the building sites on said respective lots. Should any building setback lines shown upon the plat of Lexington Square Subdivision vary from the setback requirements required herein, the building setback lines shown upon said Plat as filed shall control and take precedence over those stated herein.

6. FENCES. Fencing of front yards is prohibited, except that decorative wood or stone fencing of a maximum height of three (3) feet may be constructed upon approval by the Architectural Control Committee. Rear yard fences must be of a decorative wood design. Chain link fences and other forms of wire fencing are specifically prohibited. Fences on any utility or drainage easements are prohibited.

7. OFF STREET PARKING. All vehicles of 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 be prohibited from parking in the streets or driveways, or on the lot for a period of time exceeding one (1) day.

8. 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 (5) square feet in size may be permitted upon property to advertise the same for sale or for rent. Provided further, however, the developer, Don Myers & Associates, Inc., hereby reserves the right to construct signs to designate the name of the addition and to advertise same. Said signs shall be restricted to a maximum size of thirty-two (32) square feet.

9. TEMPORARY STRUCTURES. No structure of a temporary character, such as a trailer, basement, tent, shack, garage, recreational vehicle, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

10. OUTBUILDINGS. Outbuildings shall be restricted to one (1) per lot. Outbuildings may be constructed on the back yard provided said outbuilding is no larger than ten (10) feet by twelve (12) feet and its design is compatible with the existing structure. Design of outbuildings is subject to the approval of the Architectural Control Committee. Cabana structures or gazebos may be built and maintained within the building area on any lot in the addition. The interior area of a detached cabana will not be included in the determination of the minimum dwelling sizes.

11. SATELLITE DISHES. Satellite television receiver dishes are specifically prohibited from being installed within Lexington Square Subdivision.

12. 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 on 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.

13. 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.

14. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear of each lot. No trees, fences, incinerator structures, buildings, pavement, or similar improvements shall be grown, built, or maintained within the area of the utility easements. Owners are hereby put on notice that any structures or plant material in the easements are subject to removal.

15. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be, or may become, an annoyance or a nuisance to the neighborhood. Household pets may be kept, provided they are not kept or maintained for any commercial purposes. Grass, weeds, and tree sprouts shall be kept neatly cut and shall not be allowed to exceed six (6) inches from the ground surface. Fences, or outside structures, or outdoor decorations shall be maintained so as not to become unsightly or an annoyance or a nuisance to the neighborhood. Upon owner's failure to comply with this subsection, the developer or other property owners may cut grass or weeds or perform maintenance upon fences, outside structures, or outdoor decorations and shall be entitled to charge a reasonable fee to the owner of the lot for said service. No building material of any kind or character shall be placed or stored upon any lot in the subdivision until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed from the subdivision.

16. 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.

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

18. UTILITIES. All utilities in this subdivision shall be placed underground.

19. 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 extensions 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. Provide further, however, that there shall be a committee in Lexington Square Subdivision which shall first advise any violator of said violations prior to legal action being taken, and the committee shall be elected for two (2) year terms, by a majority vote of the lots in Lexington Square Subdivision, with each lot having one (1) vote. The violations committee shall receive from residents any complaints as to violations of the covenants, and shall reasonably notify any violator prior to legal actions being taken.

20. BINDING EFFECT AND AMENDMENTS OF COVENANTS. All persons or corporations who now or shall hereafter acquire any of the lots in this subdivision shall be deemed to have agreed and covenanted with the owners of all other lots in this subdivision and with their heirs, successors, and assigns to conform and observe the restrictions, covenants, and stipulations contained herein for a period as hereinafter set forth. These covenants may be amended at any time upon the affirmative vote of eighty percent (80%) of the then existing lots in Lexington Square Subdivision. It is expressly required that each lot shall be given one (1) vote, and a vote of eighty percent (80%) of the then existing lots shall be deemed sufficient to amend said covenants. It is the express intent that this number shall never exceed twenty (20), same being the number of lots platted. It is expressly required that each lot shall be given one (1) vote, and a simple majority will be deemed sufficient to amend said covenants. Further, no amendments shall be allowed which would be in violation of the zoning designation in effect at the time of the amendment. No changes in these Protective Covenants shall be valid unless the same shall be placed of record in the office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of owners.

21. DURATION OF COVENANTS. These covenants and restrictions shall run with the land for a minimum period of thirty (30) years, to be automatically extended for successive periods of five (5) years without further action unless terminated by a majority of the property owners in the development, casting votes as hereinabove set forth in the amendment section of these covenants, and voting one (1) vote for each lot. It is the intent that these covenants promote the aesthetic value of Lexington Square Subdivision.

22. 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 10th day of October, 1990.

DON MYERS & ASSOCIATES, INC.

BY: Don E. Myers
Don E. Myers, Pres.

BY: Mark E. Myers
Mark E. Myers, Secretary/Treasurer

ACKNOWLEDGMENT

STATE OF ARKANSAS

SS:

COUNTY OF BENTON

On this 10th day of October, 1990, before me, a Notary Public, duly commissioned, qualified, and acting within and for said county and state, appeared in person the within named Don E. Myers and Mark E. Myers, President and Secretary/Treasurer, respectively, of Don Myers & Associates, 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.

Welda J. Shuler
Notary Public

My commission expires:

My Commission Expires Aug. 1, 1993

Don Myers
1300 Walnut Center