

94 023254

FILED FOR RECORD
At 2:15 O'clock P M

APR 7 1994

PROTECTIVE COVENANTS AND RESTRICTIONS

FOR STONEY POINT SUBDIVISION
TO THE CITY OF ROGERS, ARKANSAS

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

A subdivision to the City of Rogers, Benton County, Arkansas covering the following described property to-wit:

Part of the NW 1/4 of the NW 1/4 of Section 20, township 19 North, Range 29 West of the Fifth Principal Meridian, Benton County, Arkansas and being described as follows:
Commencing at the SW Corner of the NW 1/4 of the NW 1/4 of Section 20, T-19-N, R-29-W, said point being the true point of beginning; and also being a found iron pin in the roadway of South "M" Street; thence leaving said roadway, North 89 degrees 10 minutes 16 seconds East, 1339.65 feet to a found stone; thence North 00 degrees 39 minutes 55 seconds West, 1149.98 feet to a set iron pin; thence South 89 degrees 17 minutes 07 seconds West, 176.00 feet to a set iron pin; thence North 00 degrees 39 minutes 55 seconds West, 196.00 feet to an iron pin set in the roadway of Arkansas State Highway 94; thence along said roadway, South 89 degrees 17 minutes 07 seconds West, 1022.16 feet to a set iron pin; thence leaving said roadway, South 01 degrees 01 minutes 38 seconds East, 150.00 feet to a set iron pin; thence South 89 degrees 17 minutes 07 seconds West, 150.00 feet to an iron pin set in the roadway of South "M" Street; thence along said roadway of South "M" Street, South 01 degrees 01 minutes 38 seconds East, 1198.66 feet to the true point of beginning.

KNOW ALL MEN BY THESE PRESENTS, that GARNER BUILDING SUPPLY, INC., as owner and subdivider of all lots in STONEY POINT SUBDIVISION, City of Rogers, Benton County, Arkansas, hereby enters the following restrictive covenants with respect to said subdivision, hereby make the following declaration as to limitations, restrictions and use to which the lots constituting said subdivision may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design.

I.

A. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot having less than 1400 square feet of enclosed living area for a one-story dwelling, nor less than 1400 square feet of enclosed living area on the main floor for dwellings of more than one story. No dwelling shall be erected on any lot unless said building has at least fifty percent of the exterior siding of brick, native stone or of some other masonry construction. Any deviation from the masonry construction will require written

To: Garner Bldg. Supply Co.
125 E. Locust St.
Rogers, Ar 72756

To: ~~McCurdy Co~~
2877 ~~Walnut~~
Rogers, AR 72756-0361

94 028313

FILED FOR RECORD
At 4:17 O'clock P M

APR 27 1994

AMENDED PROTECTIVE COVENANTS AND RESTRICTIONS
FOR STONEY POINT SUBDIVISION
TO THE CITY OF ROGERS, ARKANSAS

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

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KNOW ALL MEN BY THESE PRESENTS, that GARNER BUILDING SUPPLY, CO., AN ARKANSAS CORPORATION, as owner and subdivider of all lots in STONEY POINT SUBDIVISION, City of Rogers, Benton County, Arkansas, hereby enters the following restrictive covenants with respect to said subdivision, hereby make the following declaration as to limitations, restrictions and use to which the lots constituting said subdivision may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design.

A. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot having less than 1400 square feet of enclosed living area for a one-story dwelling, nor less than 1400 square feet of enclosed living area on the main floor for dwellings of more than one story. No dwelling shall be erected on any lot unless said building has at least fifty percent of the exterior siding of brick, native stone or of some other masonry construction. Any deviation from the masonry construction will require written permission from the Architectural Control Committee. No garage area shall ever be converted into a living room of the dwelling. Each dwelling shall be of new construction.

B. LAND USE AND BUILDING TYPE: No lot shall be used except for

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residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half (2-1/2) stories and one detached garage building, if garage is not attached to house.

C. BUILDING LOCATION: No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, nor nearer to the side street line than twenty-five (25) feet, nor nearer than twenty (20) feet to the rear lot line or nearer than seven and one-half (7.5) feet to the side 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. Outbuildings, used for storage purposes, are permitted up to 160 square feet of area and may be stick built with new material or commercially built portable buildings.

D. LOT AREA AND WIDTH: Lot areas and widths shall be shown on the recorded plat, and no residential lot shall be re-subdivided into two or more lots.

E. 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. 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 of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements on 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.

F. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be of become an annoyance of nuisance to the neighborhood. No animals of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided that they are not kept or bred for commercial purposes. No pets shall be allowed to run loose in the neighborhood. No travel trailer, camper, travel bus, truck larger than 1/2 ton pickup, boat, boat trailer, or inoperative vehicle may be kept on any lot for more than two days, unless it shall be enclosed or screened from sight. No mechanical work on car, truck, or motorcycle shall be allowed in view from the street. Only umbrella type clotheslines shall be allowed.

G. SIGNS: No sign of any kind shall be displayed to the public view on any lot except a sign no more than three (3) square feet to advertise the lot for sale.

H. TEMPORARY STRUCTURES: No structure of a temporary character or nature shall be used on any lot at any time as a residence or part of a residence either temporarily or permanently, nor shall an

outbuilding be permitted that detracts from the residential and architectural appearance of the development.

I. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees 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.

J. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other waste shall be kept in non-corrosive non-breakable trash containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other waste 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 within twenty-four (24) hours.

K. LANDSCAPING REQUIREMENTS: The planting of shade trees shall consist of only Pin Oak, Sweet Gum or Red Maple. No Silver Leaf Maple shade trees shall be permitted. Grass, weeds, and other vegetation shall be kept mowed and cleared at regular intervals so as to keep each lot neat and attractive. Grass and weeds must be kept to a height of 12 inches or less. In the event that any lots are sold and no structure is immediately erected, the owner or owners of said lot or lots shall keep said property mowed and in a sanitary condition at all times. If 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 and keep the lot mowed in a sanitary condition.

L. ANTENNAS AND SATELLITE DISHES: No antennas, aerial or satellite dishes, free standing or attached to any part of the house and/or garage, will be permitted.

M. PARKING AND DRIVEWAYS: All residences must have two (2) paved off-street parking spaces and shall not be permitted to park off the designated driveways or parking pads. No overnight parking on city streets shall be permitted. All driveways shall extend from the garage to the street.

N. FENCES: All fences shall be constructed of wood or chain link material or both. No weld wire, barbed wire, web wire, poultry netting, or other farm-type fencing shall be allowed. No fences allowed in easements or retention ponds and fences shall not extend beyond the front part of the dwelling.

O. ARCHITECTURAL CONTROL: The developers, Garner Building Supply Company or their agents, shall have full architectural control over the subdivision until all lots are sold. The developers acknowledge their intent to sell all lots as quickly as possible. The size, design, location and site development of dwellings, permitted accessory buildings, and fences in this addition shall be subject to the prior approval of the developer. Approval shall not be unreasonably withheld as long as improvements are in accordance with the highest standards of architectural design. All approvals or rejections shall be governed by these protective covenants and any applicable zoning laws of the City of Rogers, Arkansas.

II.
GENERAL PROVISIONS

A. TERM: 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants will be automatically extended for successive periods of ten (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 damage.

C. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

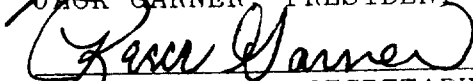
D. AMENDMENT: These amended covenants and restrictions replace any and all which may have been placed of record prior to this date.

WITNESS our hands this 22ND day of APRIL, 19 94.

GARNER BUILDING SUPPLY, CO., A CORPORATION



JACK GARNER, PRESIDENT



REECE GARNER, SECRETARY

ACKNOWLEDGMENT

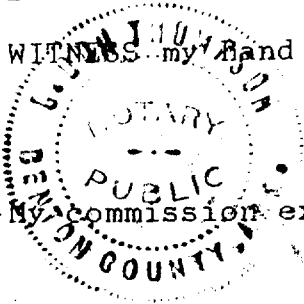
STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

This day personally appeared before me, the undersigned Notary Public, Jack Garner, the President of Garner Building Supply, Co., and Reece Garner, the Secretary of Garner Building Supply, Co., and owner of said subdivision, to me well know, and were fully authorized in their capacities to execute the foregoing Covenants for and in the name and behalf of said Corporation, and further stated and acknowledged to me that consideration therein mentioned and set forth.

WITNES my hand and seal this 22ND day of APRIL, 19 94.

[Signature]
Notary Public

My commission expires: JULY 10, 2002



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94 033776

FILED FOR RECORD
At 9:49 O'clock A M

PROTECTIVE AMENDED COVENANTS AND RESTRICTIONS

MAY 17 1994

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TO THE CITY OF ROGERS, ARKANSAS

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

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permitted accessory buildings, and fences in this addition shall be subject to the prior approval of the developer. Approval shall not be unreasonably withheld as long as improvements are in accordance with the highest standards of architectural design. All approvals or rejections shall be governed by these protective covenants and any applicable zoning laws of the City of Rogers, Arkansas.

II.
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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 damage.

C. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

D. AMENDMENT: These amended covenants and restrictions replace any and all which may have been placed of record prior to this date.

WITNESS our hands this 3rd day of MAY, 1994.

GARNER BUILDING SUPPLY, CO., A CORPORATION

Jack Garner
JACK GARNER, PRESIDENT

Reece Garner
REECE GARNER, SECRETARY

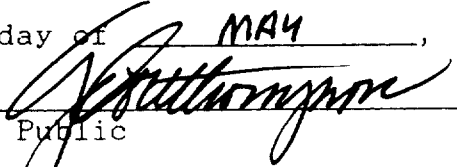
94 033780

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

This day personally appeared before me, the undersigned Notary Public, Jack Garner, the President of Garner Building Supply, Co., and Reece Garner, the Secretary of Garner Building Supply, Co., and owner of said subdivision, to me well know, and were fully authorized in their capacities to execute the foregoing Covenants for and in the name and behalf of said Corporation, and further stated and acknowledged to me that consideration therein mentioned and set forth.

WITNESS my hand and seal this 3RD day of MAY, 19 94.



Notary Public

My commission expires: JULY 10, 2007

RET TO G. DON THOMPSON
MCURDY COMPANY
2877 WEST WALNUT
ROGERS, ARK 72756