

431 130

FILED FOR RECORD
At 9:15 O'Clock A. M.

AUG 23 1971

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

PROTECTIVE COVENANTS
FOR
FEATHER POINT ESTATES

The owners, Louis H. Feder and Virginia June Feder, husband and wife, and Jim Tucker and Lorena Tucker, husband and wife, have caused said lands to be surveyed and subdivided into Lots and Streets. Said Subdivision has been named and shall henceforth be known and designated as Feather Point Estates.

Feather Point Estates is a Subdivision containing forty-nine (49) Lots, numbered One (1) through Forty-nine (49), consecutively; and the owners have executed a Plat showing the location of said Lots, and the number and dimensions of the Lots; also, the locations, widths, and the names of the Streets. All streets of said Subdivision are hereby dedicated to the public and for its use and benefit forever.

The aforesaid Plat of Feather Point Estates is recorded in Plat Record K, at Page 71, of the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Recorder in and for Benton County, Arkansas.

The said owners, for and in consideration of the benefits to secure therefrom, which benefits are hereby acknowledged to have value, have caused certain safeguards and restrictions to be placed on the Lots of said Plat. The purpose of these restrictions is to provide uniform protection for all property owners in the said Subdivision, named Feather Point Estates, by the establishment of minimum standard of land use, building sizes, setback requirements, and the prohibition of certain undesirable uses and practices for the entire Subdivision.

I. COVENANTS

A. LAND USE, BUILDING TYPE, LOCATION AND SIZE:

All lots shall be used for single family residential purposes only; provided, however, that Louis H. Feder and Virginia June Feder may authorize the use of one or more lots for light

Jim Tucker, Box 280, Rogers

commercial or recreational purposes. No building shall be erected, altered, or be placed, or be permitted to remain, on any lot with less than eight hundred (800) square feet of useable floor space, exclusive of carports, porches and garages. All plans, type material for considerations, name and address of contractor, completion bond, and builders risk insurance, shall be submitted to Louis H. Feder and Virginia June Feder for approval before any building shall be erected. No building, including the main residence, carport, garage, or other out buildings, shall be erected or placed on any lot nearer than fifteen (15) feet to the front property lines, or nearer than five (5) feet to any interior lot lines, or nearer than five (5) feet to any rear lot lines. No old or used homes shall be placed upon any lot within the Subdivision of Feather Point Estates.

B. EASEMENTS:

Easements for installations and maintenance of utilities and drainage facilities are reserved to the discretion of Louis H. Feder and Virginia June Feder for the best interest of all concerned.

C. WATER AND SEWAGE:

No lot or tract shall be used or maintained as a dumping ground for rubbish, trash, garbage; and other waste incidental to the use of the property as herein provided shall be kept in a sanitary manner.

D. NUISANCES:

Obnoxious or offensive activities shall not be carried on within any lot, nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the neighborhood.

E. TEMPORARY STRUCTURES:

No structures of temporary characters, trailers, tent, shack, garage, barn, or other such outbuilding, shall be used on

any lot at any time as a residence, either permanent or temporary; provided, however, that a mobile home may be used as a residence for a period of time not to exceed ninety (90) days, and then only for the purpose of living quarters while an approved home is being erected on the same lot.

F. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge or shrub, 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 with 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 lines limitation 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. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

II. GENERAL PROVISIONS

A. TERM OF THE COVENANTS:

These covenants shall run with the land and shall be binding on all parties claiming under them, for a period of twenty-five (25) years from the date when these covenants are recorded, after which said period of twenty-five (25) years, these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by a majority of the then owners of the lots in Feather Point Estates Sub-division has been recorded, agreeing to change these covenants in whole or in any part.

B. ENFORCEMENT:

Enforcement of these covenants shall be by proceedings at law or in equity against any and all persons violating or attempting to violate any covenant, either to restrain violation or to recover damages for violation.

302

431 549
FILED FOR RECORD
At 8:20 O'Clock A. M.

SEP 7 1971

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

AMENDMENT OF THE PROTECTIVE COVENANTS FOR
FEATHER POINT ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That under Section No. I. A., concerning the land use, building type, location, and size, of the Protective Covenants for Feather Point Estates, the second sentence of that Section provides that no building shall be erected altered, or be placed, or be permitted to remain, on any lot with less than 800 square feet of usable floor space, exclusive of carports, porches, and garages. That this sentence is hereby deleted and the following sentence shall be included in the protective covenants of Feather Point Estates: No building shall be erected, altered, or be placed or be permitted to remain on any lot with less than 1,000 square feet of usable floor space on the first level, exclusive of carports, porches, and garages.

That the Protective Covenants for Feather Point Estates shall remain in full force and effect except as herein altered.

IN WITNESS WHEREOF, the owners have caused this instrument to be signed on this 1st day of September, 1971.

Louis H. Feder
LOUIS H. FEDER

Jim Tucker
JIM TUCKER

Virginia June Feder
VIRGINIA JUNE FEDER

Lorena Tucker
LORENA TUCKER

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO
CITY AND COUNTY OF SAN FRANCISCO

ACKNOWLEDGMENT

On this date came before the undersigned, a Notary Public within and for the State and County aforesaid, Virginia June Feder, to me well known as one of the signers of the above and foregoing Amendment of the Protective Covenants for Feather Point Estates, and stated that she had executed the same for the purposes and uses therein contained and set forth.

WITNESS my hand as such Notary this 1st day of September, 1971.

Jim Tucker
Rogers

Nov 1, 1974
Commission Expires:

Carroll J. Coughlan
NOTARY PUBLIC

Carroll J. Coughlan

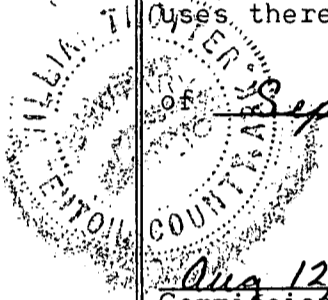
CROXTON AND BOYER
ATTORNEYS-AT-LAW
420 W. WALNUT
ROGERS, ARKANSAS

CARROLL J. COUGHLAN
Notary Public - California
City and County of
San Francisco
My Commission Expires November 1, 1974

431 550

STATE OF ARKANSAS }
COUNTY OF BENTON }

On this date came before the undersigned, a Notary Public within and for the State and County aforesaid, Jim Tucker and Lorena Tucker, husband and wife, and Louis H. Feder, to me well known as signers of the above and foregoing Amendment of the Protective covenants for Feather Point Estates, and stated that they had executed the same for the considerations, purposes, and uses therein contained and set forth.



WITNESS my hand as such Notary Public this 1st day of Sept, 1971.

William Trotter
NOTARY PUBLIC

Aug 12 1972
Commission Expires:

STATE OF CALIFORNIA }
City and County of San Francisco } ss.

On this 1st day of September in the year one thousand nine hundred and seventy-one, before me, Carroll J. Coughlan, a Notary Public State of California, duly commissioned and sworn, personally appeared

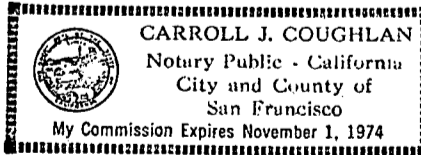
Louis H. Feder

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the San Francisco County of San Francisco the day and year in this certificate first above written.

Carroll J. Coughlan
Notary Public, State of California
Carroll J. Coughlan

My commission expires Nov 1, 1974



2.75

FILED FOR RECORD
At 1:30 O'clock P.M.

MAY 15 1974

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

THIRD AMENDMENT TO THE PROTECTIVE COVENANTS FOR
FEATHER POINT ESTATES

KNOW ALL MEN BY THESE PRESENTS:

Part I. E., TEMPORARY STRUCTURES, of the original Protective Covenants of Feather Point Estates was amended by a Second Amendment to the Protective Covenants for Feather Point Estates on May 5, 1972 filed for record in deed Record 443, page 162 of Benton County, Arkansas. This provision as amended is hereby amended to read as follows:

"No structures of temporary characters, trailers, tent, shack, garage, barn, or other such outbuilding shall be used on any lot at any time as a residence, either permanent or temporary. Single-wide mobile homes shall not be used on any lot. Double-wide modular homes will be permitted to be used on any lot provided they have a minimum square footage of 1000 square feet, exclusive of garages, patios, porches and carports, and conditioned that they are enclosed around the bottom and all towing hitches and wheels are removed."

All parts of the original Protective Covenants for Feather Point Estates except as amended and all parts of the amendments to Protective Covenants shall remain in full force and effect except as same are amended by this amendment.

IN WITNESS WHEREOF, the owners have caused this instrument to be signed this 1st day of February 1974.

Lorena Tucker
LORENA TUCKER

Louis H. Feder
LOUIS H. FEDER

Virginia June Feder
VIRGINIA JUNE FEDER

James R. Burns
JAMES R. BURNS

Margaret L. Burns
MARGARET L. BURNS

Return to:-
Paul Tucker
P.O. Box 280
Rogers, Ark
72756

(Acknowledgments on attached sheet)

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On this date came before the undersigned Notary Public duly commissioned and acting within and for the County and State aforesaid, LOUIS H. FEDER and VIRGINIA JUNE FEDER, to me well known, as the signers of the above and foregoing Third Amendment to Protective Covenants for Feather Point Estates, and stated that they had executed the same for the purposes and uses therein contained and set forth.

Witness my hand and seal as such Notary Public this 6th day of May, 1974.

Daniel F. Sullivan
Notary Public

My commission expires:
Sept 25th 1975



ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF BENTON)

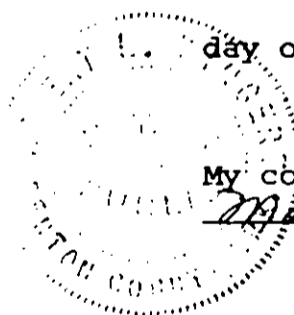
1045 ~~1000~~ Taraval St., San Francisco, CA. 94116

On this date came before the undersigned Notary Public duly commissioned and acting within and for the County and State aforesaid, LORENA TUCKER, to me well known, as a signer of the above and foregoing Third Amendment to Protective Covenants for Feather Point Estates, and stated that she had executed the same for the purposes and uses therein contained and set forth.

Witness my hand and seal as such Notary Public this 8th day of May, 1974.

Robert L. Kingert
Notary Public

My commission expires:
March 1, 1977



ACKNOWLEDGMENT

STATE OF Arkansas)
)
COUNTY OF Benton)

On this date came before the undersigned Notary Public duly commissioned and acting within and for the County and State aforesaid, JAMES R. BURNS AND MARGARET L. BURNS, to me well known, and stated they had executed the above and foregoing Third Amendment to the Protective Covenants for Feather Point Estates for the purposes and uses therein contained and set forth.

Witness my hand and seal as such Notary Public this 23rd day of April, 1974.

Robert L. Kingert
Notary Public

My commission expires:
March 1, 1977

