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FILED FOR RECORD
At 1:51 O'Clock P.M.

DEC 08 1998

PROTECTIVE COVENANTS
for
PATRICK PLACE SUBDIVISION
PHASE 2

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

Frank M. Smith Development, Inc. is the sole owner and developer of Patrick Place, Phase 2 Subdivision, containing eighteen (18) 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. All lots within Phase 2 shall be governed by provisions of the Rogers City Code as follows:

Blocks 1 and 3 -- Zone R-1A.

2. Building, architectural and design specifications for all lots in Blocks 1 and 3 shall be in accordance with those set forth in Rogers City Code designated as R-1A. Any dwelling house constructed upon any lot in Blocks 1 and 3 shall have at least 1,000 square feet heated area excluding porches, garages and breezeways.

3. 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 line shown on the recorded plat. Yard space restrictions for Blocks 1 and 3 shall be as allowed by Rogers Code in effect on this date dealing with Zoning R-1A. Should any building setback line shown on the recorded plat vary from the setback requirements required herein, the building setback line shown on the said plat as filed shall control those stated herein.

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. Easements 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

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or permanently.

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 six (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 nine (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 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. No CB, ham radio, satellite dish, or other antennas shall be permitted.

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 shall be allowed.

16. Each residence will be allowed to have a storage building as long as the design of the building is conducive with the surrounding structures; is placed only behind the 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 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 complied with. After 90% of the total platted lots in Patrick Place 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. No residential structure erected, altered, placed or permitted to remain on any lot may be utilized at any time as a residence, whether permanent or temporary, by more than eight (8) persons. For purposes of this provision, the term "residence" is defined to mean "home" or "usual place of abode" and, although not intended to limit social guests or invitees of reasonable duration whose level of occupancy does not rise to the level of a nuisance or of a residency as above defined, the term "residence" shall be strictly construed and interpreted to prohibit regular occupancy of the residential structure in excess of the above set forth limit of eight (8) persons.

21. 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.

22. 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

