

12

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FEB 27 1997

SHILOH RIDGE SUBDIVISION TO THE CITY OF ROGERS, ARKANSAS

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

The undersigned, being the owners of all lots and land located in Shiloh Ridge Subdivision, Benton County, Arkansas, and as shown on the recorded plat of said subdivision in Plat Record 224 at Page 186 of the records of Benton County, Arkansas, hereby makes declarations as to the limitations, restrictions, and use to which the lots constituting such subdivision may be put, and hereby specifies that such declarations shall constitute covenants to run with all of the lots as provided by law, and shall be binding upon all parties and all persons claiming under them and for the benefit and limitations on all future owners in such subdivision; this declaration of covenants and restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein.

1.

COVENANTS

1. LAND USE AND ZONING. Each lot shall:
 - A. Have a minimum building set back line from each street, both front or side street, of 25 feet from the lot line.
 - B. Have a minimum set back line from the rear of the lot of 20 feet.
 - C. Have a minimum set back line from the sides of the lot of 7.5 feet (inside lots only).
 - D. Be used exclusively for detached single family homes, not to exceed two (2) stories in height.
All garages and buildings away from houses are not to exceed one (1) story.
 - E. Otherwise, conform to the zoning requirements for R1-A areas as defined by the City of Rogers Zoning Code as it now exists.

2. DWELLING SIZE AND QUALITY.
 - A. Each dwelling shall have a minimum of 1400 square feet of heated living area, excluding the garage, porches, and breezeways.
 - B. Each dwelling shall have a private attached garage for not less than two (2) automobiles and shall have one (1) 16 foot wide garage door or two (2) 8 foot wide doors (minimum).
 - C. No garage area shall ever be converted into a living area except a garage of equal size be added elsewhere on lot.
 - D. Exterior finish walls shall be of a low maintenance material (Stone, Brick, Vinyl, Steel or aluminum.)

3. FENCES.
 - A. 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.
 - B. No fences shall be constructed on any lot from the area measuring from the front corner of the dwelling on said lot to the front lot line of said lot.
 - C. If any area is fenced, an appropriate access to the easement area shall be provided or otherwise the lot owner shall fence that easement area at the risk or having the fence within the easement area removed without compensation.
All fences on public easements are subject to the City of Rogers provisions.

4. ARCHITECTURAL CONTROL.
No building shall be erected, placed or altered on any lot, including accessory storage buildings, 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 15 days prior to the commencement of construction of same and the written approval of the Architectural Control Committee shall be

R. Zehra 1204 W. Cottonwood St.
Rogers 72758 3270

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 shall be of a quality of workmanship and materials substantially the same or better than which can be produced on the day these covenants are recorded and to assure that the exterior design of all dwellings will be aesthetically compatible with the other dwellings in the subdivision. The Architectural Control Committee is composed of Zehm Inc. or its designees, Robert Zehm, Roberta Zehm, Sky Zehm, and Jimmy Zehm. The Committee's approval or disapproval as required in this paragraph shall be in writing. Should any plan submitted hereafter fail to be approved or disapproved within the time period herein provided, or in any event, if no suit to enjoin the construction proposed has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.

5. STORAGE AND OUTBUILDINGS.

One accessory storage building per lot shall be permitted provided it is no larger than twelve (12) feet by fourteen (14) feet in size and conforms to the general construction of the Subdivision.

6. EASEMENTS.

Easements for installation and maintenance of utilities (including TV cables) and drainage facilities are reserved as shown on the plat. Within these easements, no structure, planting, pavement, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be mowed and maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. 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 Subdivision. In this regard, no livestock or other commercially grown farm animals may be kept or bred. 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 in height six (6) inches from the ground surface where practical.

8. TEMPORARY STRUCTURES.

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

9. OFF STREET PARKING.

All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot. Street parking shall be permitted provided there is no street parking overnight for an extended period of time. Recreational vehicles and equipment, including but not limited to boats, motor homes, travel trailers, campers, and the like, shall not be parked or stored within twenty-five (25) feet of the front lot line for a period of time exceeding three (3) days. Boats and recreational vehicles may be allowed to stand on the lot on any lot provided their presence is obscured by a wooden privacy fence at least 6 feet in height.

10. 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 materials shall be kept in a clean and sanitary condition. No lot shall be used for the storage of abandoned vehicles, appliances, or other equipment unless same is stored in an enclosed garage or accessory building and removed from the visibility of the public. Inoperative vehicles shall not be stored and exposed to the public for more than fifteen (15) days, at which time said vehicles shall be removed at the owners expense from the visibility of the public.

11. SIGNS

No sign of any kind shall be displayed to the public view on any lot, except to advertise the property for sale or rent. For a temporary period, not to exceed twenty four (24) hours one sign indicating a yard or garage sale on the premises will be permitted.

12. GENERAL RESTRICTIONS.

- A. No antenna, aerial, or other device shall be permitted on or attached to any part of the home and/or garage. Satellite dishes shall be permitted on the rear portion of any lot provided their presence is obscured by a wooden privacy fence at least 6 feet in height.
- B. In the event that any lots are sold and no structure is immediately erected, the owner or owners of such lot or lots shall keep said property mowed and in a sanitary condition at all times.
- C. 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 and then follow specifications set forth in the above 12-B.

13. SIDEWALKS.

City sidewalks shall be 4 feet wide and be constructed 2 feet behind the curb unless approved otherwise by the City or Developer.

14. DRIVEWAYS.

All driveways shall extend from the garage to the street and shall be 17 feet minimum width and paved with concrete.

15. SUBDIVISION AND BUILDING CODES OF THE CITY OF ROGERS.

Any conflict between subdivision and building codes of the City of Rogers and these protective covenants shall be resolved in favor of the more restrictive provisions.

II.

GENERAL PROVISIONS

- A. TERM. These protective covenants are to run with the land and shall be binding upon all lot owners, 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 the protective covenants shall be automatically extended for successive periods of ten (10) years. At any time and from time to time the majority of owners of lots in the subdivision (each lot having one vote, even though there may be more than one owner of such lot and even though one owner may own more than one lot) shall have the authority to change, amend, or rescind these covenants in whole or in part by an instrument signed by them and duly recorded.
- B. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages or both.
- C. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions but shall remain in full force and effect..

IN WITNESS WHEREOF, this instrument is hereby executed this 23 day of April, 1996.

Zehm Inc.
By: 
Robert Zehm, President

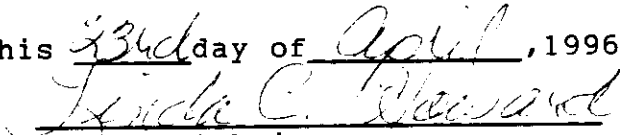
Attest;

Roberta Zehm, Secretary

Acknowledgement

State of Arkansas)
) SS
County of Benton)

Be it remembered that on this date came before me, the under-
signed, a Notary Public within and for the County aforesaid,
duly commissioned and acting Robert Zehm and Roberta Zehm
to me well known as the President and Secretary, respectively
of Zehm Inc. and stated that they had executed the foregoing
Protective Covenants in such capacities for the consideration
and purposed mentioned and set forth therein.

Subscribed and sworn to before me this 23rd day of April, 1996

Notary Public

My commission expires;
08-12-2001



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02006486

AMENDMENTS TO PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SHILOH RIDGE SUBDIVISION TO THE CITY OF ROGERS, ARKANSAS

2ND PHASE

FILED FOR RECORD
At 1:29 O'Clock P M


JAN 10 2002

SUE HODGES
Clerk and Recorder
Benton County, ARK.

1. **FENCES.**
All fences, both front and side, must be 6' wood privacy fence.
2. **STORAGE AND OUTBUILDINGS.**
One building per lot, provided it is no larger than 500 sq. ft. in size.
3. **OFF STREET PARKING.**
No parking will be premitted in yards or on sidewalk. One additional concrete driveway will be permitted to park one vehicle.
4. **TRUCK PARKING.**
No trucks or vehicles higher than 8' ft. or more than 3/4 ton shall be permitted to park in front area such as driveway and street. Three day temporary parking only.
5. **DWELLING SIZE**
Each dwelling shall have a minimum of 1600 square feet of heated living area.

Recorded plat of said subdivision in Plat Record 22L at Page 186.

see Attached


President 2 own Inc

1264 W. Cottonwood St.
Rogers, Ar. 72758

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PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

02006487

FEB 27 1997

SHILOH RIDGE SUBDIVISION TO THE CITY OF ROGERS, ARKANSAS

JOE HODGES

Clerk and Recorder

BENTON COUNTY, ARK.

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R. Zehra

1204 W. Cottonwood St.

1204 77758

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- C. 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 and then follow specifications set forth in the above 12-B.

13. SIDEWALKS.

City sidewalks shall be 4 feet wide and be constructed 2 feet behind the curb unless approved otherwise by the City or Developer.

14. DRIVEWAYS.

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