

92-68163

At 2:05 O'clock P.M.

OCT 29 1992

PROTECTIVE COVENANTS  
FOR  
SOUTHPLAINS VILLAGE  
ROGERS, BENTON COUNTY, ARKANSAS

SUE HODGES  
Clark and Recorder  
BENTON COUNTY, ARK.

The undersigned, Kerwood Development, being the owner of Southplains Village Subdivision, Rogers, Benton County, Arkansas, does hereby establish and create the following Protective Covenants which shall apply to all lots, parcels and parts of lots in Southplains Village Subdivision, Rogers, Benton County, Arkansas.

I.

A. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot with the living area of the main structure, exclusive of one-story porches and garages, not less than 1000 square feet per side. Exterior must have at least 70% brick.

B. LAND USE AND BUILDING TYPE. No lot shall be used except for R-2 zoning, Duplexes.

C. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Approval shall be as in article II.

D. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No car or truck shall be worked upon the lot or driveway.

E. TEMPORARY STRUCTURES. No structures of a temporary nature or character 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, provided that nothing in the terms of this paragraph shall be construed to prevent the use of a temporary structure by Kerwood Development on any lot or lots for the purpose of maintaining a sales office or headquarters during the period of development and construction of this addition.

F. LIVESTOCK AND POULTRY. 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 provided they are not kept, bred or maintained for commercial purposes.

G. GARBAGE AND REFUSE DISPOSAL. Trash, garbage or other waste shall not be kept upon any lot except in sanitary containers.

H. SIGNS. No signs 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.

I. 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.

J. BUILDING LOCATION. Minimum side lines of 7.5 feet are required.

K. SIDEWALKS. At builder's expense. Four (4) feet wide, per City of Rogers City Code and ADA Standards.

II.

A. ARCHITECTURAL CONTROL COMMITTEE. This committee is composed of an Officer of Kerwood Development, or his designee. The committee's approval or disapproval as required in these Covenants shall be in writing. Should any plan submitted fail to be approved or disapproved after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

III.

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 shall 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 in part.

B. ENFORCEMENT. Enforcement shall be by proceedings by law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages.

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.

WITNESS my hand this 27 day of NOVEMBER, 1992.

(seal)

Kerwood Development

Carl W. Walker  
Carl W. Walker, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS)  
COUNTY OF BENTON )

This day personally appeared before me, the undersigned Notary Public, Carl W. Walker, the Secretary of Kerwood Development, an officer of said Subdivision, to me well known, and were fully authorized in his capacities to execute the foregoing Covenants for and in the name and behalf of said Corporation, and further stated and acknowledged to me that he had signed the same for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal this 20 day of NOVEMBER, 1992.

Jennifer Jill Poland  
NOTARY PUBLIC

My Commission expires:

6-1-2002



WIR Co. meeting  
1977 Squalton Buller St  
7276