

324 11/21  
September 16, 1958

PROTECTIVE COVENANTS FOR "TIMBER TRAILS" AREA FOR RESIDENTIAL DEVELOPMENT

For "Timber Trails" Subdivision, on East side of Lake Atalanta, adjacent to the City of Rogers, Arkansas.

KNOW ALL MEN BY THESE PRESENTS, that Vick Will and Mildred E. Will, husband and wife, as subdividers and owners of all the tracts in Timber Trails subdivision hereby center the following restrictive covenants with reference to buildings and lots in said plat, as shown in Plat Record "D" page 66.

(1) All lots in Timber Trails subdivision shall be known and described as residential lots and no structure shall be erected on any residential building plot other than one detached, single family dwelling, not to exceed two and one-half stories in height, and a two-car garage.

(2) No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, it being the express understanding that the Timber Trails subdivision is for residential purposes only.

(3) No building shall be erected on any residential building lot nearer than 30 feet to the front lot line nor nearer than 10 feet to any side or rear lot line.

(4) No residential lot shall be sub-divided.

(5) Purchaser of any plot shall keep same cleared of all brush and weeds and debris until residential construction is completed, and residence shall be completed no later than one year from date these covenants are recorded and purchase of said lot is consummated.

(6) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(7) No trailer, basement, tent, shack, garage, barn, or other building erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

(8) The total living area of the residence built on said lot shall not be less than 1750 square feet, excluding porches, garages, breezeways.

(9) These covenants and restrictions are to run with the land, and shall be binding on all of the parties, their heirs and assigns for a period of 25 years from the date hereof. At any time within six months from the expiration date a majority of the lot holders may express their intention in writing drafted so as to be recorded with the Register of Deeds, that they no longer care for the covenants and the same shall then be terminated. In the event that no such action is taken, these covenants shall continue for periods of five years and any five year period may be terminated in accordance with the terms of the original termination. It is further provided that should the majority of the lot holders at any time wish to amend these covenants either by adding to or taking from the present form, the same shall be incorporated in a written instrument capable of being recorded

FILED FOR RECORD

At 2:30 O'clock P.M.

SEP 16 1958

SHERMAN KINYON  
Clerk and Recorder  
BENTON COUNTY, ARK.

as above referred to under the same terms and conditions.

(10) If the parties herein or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before the 25 years from date hereof and likewise as to continuations it shall be lawful for any other person or persons owning any other lot in said subdivision or development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other penalties for such violation.

(11) It is hereby agreed and understood that each lot in TIMBER TRAILS SUBDIVISION has a part ownership in the lake and park area of the subdivision, with each lot owner having the proportionate right and responsibility for the upkeep and maintenance of the lake and park area. It is hereby stipulated the lake is not a public lake, but exists and shall exist for the benefit of owners of all the lots in the subdivision. It is also stipulated that motor boating and swimming are not to be permitted in the lake, but that it is created and shall exist for its scenic beauty and for fishing only.

(12) Individual sewage disposal system - septic tank - shall conform to the rules and regulations as set out in Bulletin No. 9, which are the regulations set forth by the Arkansas State Board of Health, Bureau of Sanitary Engineering.

(13) No fence of a solid or unsightly nature that would block the view of Lake Atalanta or of the private lake is to be erected in the subdivision.

IN WITNESS WHEREOF we have hereunto set our hands this September 16, 1958.

*Vick Will*

Vick Will

*Mildred E. Will*

Mildred E. Will

State of Arkansas)  
County of Benton )

ACKNOWLEDGMENT

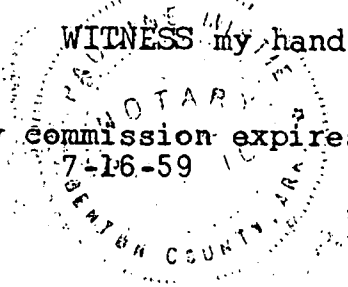
BE IT REMEMBERED That on this September 16, 1958, came before the undersigned, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, Vick Will and Mildred E. Will, husband and wife, to me well known as the persons whose names appear upon the foregoing Protective Covenant, and stated that they had executed the same for the considerations and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this September 16, 1958.

My commission expires

7-16-59

*Pauline Mustert*  
Notary Public



875

FILED FOR RECORD  
At 12:15 O'clock P.M.

461 PAGE 251

MAY 31 1973

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

AMENDED PROTECTIVE COVENANTS  
FOR TIMBER TRAILS SUBDIVISION

We, the undersigned, being all of the owners of Timber Trails Subdivision, located East of Lake Atalanta, Rogers, Arkansas, do hereby agree among and between ourselves that certain protective covenants, dated September 16, 1958, and filed for record in Book 324, Pages 321 and 322, Benton County, Arkansas, and covering that property described in Plat Record D, Page 66, are hereby amended to read as follows:

1. All lots in Timber Trails Subdivision shall be known and described as residential lots, and no structure shall be erected on any residential building plot other than one detached, single family dwelling, not to exceed two and one-half stories in height, and a two-car garage.
2. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, it being the express understanding that the Timber Trails Subdivision is for residential purposes only.
3. No building shall be erected on any residential building lot nearer than 20 feet to the front lot line nor nearer than 10 feet to any side or rear lot line.
4. No residential lot shall be subdivided.
5. Purchaser of any plot shall keep same cleared of all brush and weeds and debris until residential construction is completed.
6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
7. No trailer, basement, tent, shack, garage, barn, or other building erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
8. The total living area of the residence built on said lot shall not be less than 1750 square feet, excluding porches, garages, breezeways.
9. The covenants and restrictions are to run with the land, and shall be binding on all of the parties, their heirs and assigns, for a period of 25 years from the date hereof. At any time within six months from the expiration date, a majority of the lot holders may express their intention in writing, drafted so as to be recorded with the Register of Deeds, that they no longer care for the covenants, and the same shall then be terminated. In the event no such action is taken, these covenants shall continue for periods of five years, and any five year period may be terminated in accordance with the terms of the original termination. It is further provided that should the majority of the lot holders at any time wish to amend these covenants, either by adding to or taking from the present form, the same shall be incorporated in a written instrument capable of being recorded as above referred to under the same terms and conditions.

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

*Desk will*  
*Box 443 - 72756*



10. If the parties herein, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before the 25 years from date hereof and likewise as to continuations, it shall be lawful for any other person or persons owning any other lot in said Subdivision or development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing, or to recover damages or other penalties for such violation.

11. Individual sewage disposal system--septic tank-- shall conform to the rules and regulations as set out in Bulletin No. 9, which are the regulations set forth by the Arkansas State Board of Health, Bureau of Sanitary Engineering.

12. No fence of a solid or unsightly nature that would block the view of Lake Atalanta is to be erected in the Subdivision.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of May, 1973.

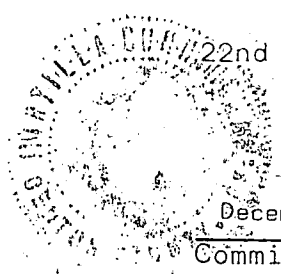
Floyd L. Reddeman      Elsie M. Reddeman  
Charles H. Cavan      Marilyn M. Cavan  
Vick Will              Mildred E. Will

STATE OF ARKANSAS )  
COUNTY OF BENTON )

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this 22nd day of May, 1973, came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, Floyd L. Reddeman, Elsie M. Reddeman, Charles H. Cavan, Marilyn M. Cavan, Vick Will, Mildred E. Will, to me well known as the persons whose names appear upon the foregoing Amended Protective Covenants for Timber Trails Subdivision, and stated that they had executed the same for the considerations and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 22nd day of May, 1973.



Myrtilla Cunningham  
NOTARY PUBLIC

December 1, 1974  
Commission Expires: