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**PROTECTIVE COVENANTS  
FOR  
EDENS BLUFF LAKE ESTATES  
BENTON COUNTY, ARKANSAS**

Book 2008 Page 6836  
Recorded in the Above  
DEED Book & Page  
02/25/2008

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, EDENS BLUFF PROPERTIES, LLC, herein called Developer, and the undersigned lot owners, herein collectively called "Owners", are the owners of certain platted lands known as Edens Bluff Lake Estates, in Benton County, Arkansas.

NOW, THEREFORE, Owners hereby adopt the Protective Covenants stated herein and agree that the stated covenants shall apply to all of the property now platted as EDENS BLUFF LAKE ESTATES, Benton County, Arkansas, as covenants running with the land:

**1. SCOPE OF APPLICATION.**

These covenants shall apply in their entirety:

- a. Areas within Subdivision. To the area now known and described as EDENS BLUFF LAKE ESTATES, Lots 1 through 14, Benton County, Arkansas, as shown on the recorded plat thereof; and
- b. Additions to Subdivision. To any areas that the Developer shall indicate in writing that may be included hereunder, and the Developer specifically reserves for itself the right to add any additional areas to the Subdivision and, therefore, be subject to these Protective Covenants; and
- c. Application. To all those who purchase lots, and building contractors, and real estate agents showing property for sale within EDENS BLUFF LAKE ESTATES.

**2. DEFINITIONS.**

- a. "Subdivision" shall mean the real property more particularly described as EDENS BLUFF LAKE ESTATES, Benton County, Arkansas, as recorded on the plat thereof, including any additional property subsequently platted but made subject to these Protective Covenants.
- b. "A.C.C" means EDENS BLUFF LAKE ESTATES Architectural

Control Committee.

c. "Assessments" shall mean a special assessment as voted by the members of the Association and paid by equal amounts according to the number of Lots owned. Assessments shall be a continuing lien on the Lot which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives or assigns.

d. "Association" shall mean and refer to EDENS BLUFF LAKE ESTATES "PROPERTY OWNERS' ASSOCIATION" or "POA", or any successor thereto, a non-profit organization that has been incorporated under the laws of the State of Arkansas.

e. "Board" shall mean EDENS BLUFF LAKE ESTATES PROPERTY OWNERS' ASSOCIATION Board of Directors.

f. "Building Setback Line" shall mean the line so designated on the plat where building may begin.

g. "Common Areas" shall mean all real property, whether improved or unimproved, managed by the Association for the common use and enjoyment of members of the Subdivision.

h. "Developer" shall mean EDENS BLUFF PROPERTIES, L.L.C. or its successors or assigns.

i. "Dues" shall mean that portion of the cost of maintaining, improving, repairing, insuring, operating, and managing the Common Areas that is to be paid by each separate owner as determined by the Board of Directors and approved by the Association. Dues shall be a continuing lien on the Lot which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives or assigns.

j. "Fence" shall mean any structure of any material that functions as a boundary or barrier.

k. "Floor Area" or "Floor Space" shall be calculated based on frame dimensions in lieu of veneer dimensions. Frame dimension means the outside dimension of a structure (outside face of the studs).

l. "Improved Lot" shall mean any Lot that has been altered either above or below ground level for the purpose of building, including well, septic tank, and lateral lines.

m. "Lot" shall mean any parcel of land, as subdivided and recorded in the recorded plat of said Subdivision in the records of the County Clerk of Benton County, State of Arkansas.

n. "Member" shall mean any person or entity that is a record title owner of separately owned Lot(s) in EDENS BLUFF LAKE ESTATES who by accepting title to a Lot becomes subject to these Protective Covenants and a member of EDENS BLUFF LAKE ESTATES Property Owners' Association.

o. "Outbuilding" shall mean any building that is separate from the main residence, not sharing common wall and roof.

p. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of legal title to any Lot which is or may become a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a member of the Association.

q. "Plat" shall mean each and every Plat filed by the Declarant and recorded in the records of the County Clerk of BENTON COUNTY, which covers all or any portion of Property.

r. "Property Owners' Association" or "P.O.A." shall mean the not-for-profit corporation organized under the laws of the State of Arkansas known as EDENS BLUFF LAKE ESTATES Property Owners' Association.

s. "Recreational vehicle, or RV" shall include but not be limited to the following: any camper, camper trailer, motorized camper, motor home, motorcycle, all-terrain vehicle, boat, boat trailer, golf cart, golf cart trailer, trailer of any type, or any vehicle or conveyance intended for transport of any type.

t. "Residence" shall mean an improvement constructed for single-family occupancy.

u. "Residential Use" shall mean the occupation or use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

v. "Single Family" shall mean one or more persons each related to the other by blood, marriage, legal adoption or legal guardianship, or a group of not more than three persons not all so related, who maintain a common household in a Residence.

w. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the plat of the Subdivision.

**3. USE OF LAND.**

a. Residential Use. No Lot shall be used except for residential purposes, except those tracts of land specifically designated as "Common Areas".

b. Common Lot Ownership. If two or more adjacent Lots have a common owner, then the common Lot line or lines of the Lots may be considered to be removed and the Lots considered as one Lot for compliance.

c. Lot Access. Lots may be accessed only from streets within the Subdivision. No drives or method of ingress and egress to a Lot shall be permitted from any street, road or other access not originating within the Subdivision.

d. Lots. No Lots which have been platted shall be further divided.

**4. ARCHITECTURAL CONTROL COMMITTEE.**

a. Purpose. In order to preserve, to the extent possible, the natural beauty of the Subdivision and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the Subdivision, and to protect and enhance the property, the Owners do hereby create EDENS BLUFF LAKE ESTATES Architectural Control Committee (A.C.C.). The Developer shall perform the function of the A.C.C. and shall establish a committee for such purpose. The Developer, at its sole discretion, may delegate the authority to establish the A.C.C. under the terms of these Protective Covenants to the Association.

b. Rules and Regulations. The A.C.C. shall have authority to adopt rules and regulations concerning submission of plans and specifications for construction of and additions to structures to be erected or maintained within the Subdivision. The A.C.C. may adopt such standard or state construction codes as it deems necessary to assure quality construction within the Subdivision. The A.C.C. shall have authority to determine the kind, shape, height, materials, colors, and location of construction within the Subdivision. The authority granted to the Architectural Control Committee and the interpretation of its rules and regulations shall be liberally construed for the benefit of the other property Owners within the Subdivision. This authority is vested in the A.C.C. in order that structures built within the subdivision shall be of quality and shall have harmony of external design and location in relation to surrounding structures and topography.

c. Approval Required. No building or improvement of any type shall be constructed, erected, placed or altered upon any Lot or property within the Subdivision, and no grading shall be commenced, until the A.C.C. has approved the plan and issued a permit to commence construction. Approval or disapproval of any plans and specifications must be given by the A.C.C. within 30 business days from complete and proper submission or same shall be deemed to have been approved.

Requests for approval of variances relating to any construction or land use must be submitted to the A.C.C. in writing. Any variances granted by the A.C.C. must be in writing stating the reasons therefore. Approval or disapproval thereon must be given by the A.C.C. within 30 business days from complete and proper submission or same shall be deemed to have been approved.

d. Limitation of Permit. The approval of plans and specifications by the A.C.C. is for the mutual benefit of the owners within the Subdivision and shall not be construed as an approval or certification that such plans and specifications are technically sound or properly engineered.

## 5. CONSTRUCTION REQUIREMENTS.

a. Time for Completion of Construction. Construction of all dwellings must be completed within eighteen (18) months from the date such construction began. All dwellings must be completely finished before occupancy thereof provided, however, that the interior of basements may be left unfinished provided the basement area is not used as a living area. The time for completion of dwellings may be extended by the A.C.C., in its discretion, for hardship caused by weather or reasons beyond control of the owner.

b. Building. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height. Each dwelling shall have a private attached garage One (1) outbuilding may also be located on a lot provided that it has the same or similar outside motif as the house. No mobile homes or manufactured homes shall be allowed in the subdivision either temporarily or permanently. No building of any description shall be moved from any other location to any lot in this subdivision.

c. Minimum Building Size and Construction. The total heated living space of the residence, exclusive of one story porches, basements, carports, and garages, shall not be less than 2600 square feet.

The square footage of the Ground Floor shall be at a minimum:

- i. If the structure is more than one story exclusive of basements, the Ground Floor of the structure shall not be less than 1800 sq. feet with a minimum total of 2600 square feet, or
- ii. If the structure is one story plus a basement, the Ground Floor of the structure shall not be less than 2600 square feet.

“Ground floor” shall mean heated and cooled living space on one level and visible from the street and does not include a basement, whether a walkout basement or without outside access.

All exterior walls of any structure must be constructed of not less than seventy-five (75%) masonry construction. Roofs on any structure shall not be constructed of built-up gravel material or metal, nor shall roofs be constructed of composition or fiberglass shingles of less than 300 pounds per square inch or thirty (30) year architectural shingles.

The front face for the principle residents for Lots 8 and 9 (middle lots in subdivision) shall face the north side of said lots.

d. Garages and Outbuildings. A private detached garage is permitted on each Lot. Carports are not permitted. Garage bay doors shall face a side or back lot line and not the front lot line, however, front facing garage bay doors shall be granted by the A.C.C. to Lot 10 due to lot size and topography. Outbuildings may be permitted at the discretion of the Architectural Control Committee. Such outbuildings and detached garages must be of a character and material consistent with the principal residence and the Subdivision and shall not exceed 50% of the size of the principal residence. One guest house with a maximum square footage of 1500 feet and of a character and material consistent with the principal residence is permitted on each Lot, subject to the approval of the Architectural Control Committee as provided herein.

e. Swimming Pools. All swimming pools must be surrounded by a fence with a locking gate. Materials used for such fencing must first be approved by the Architectural Control Committee. See section (5-k) for more information on allowed fencing materials.

f. Construction Maintenance. No building material of any kind or character shall be placed or stored upon any Lot in the Subdivision until the Owners are ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or within the roadway easement. Upon completion of the improvements requiring such materials, all

remaining building materials and refuse shall be removed from the development.

g. Driveways. All driveways in the Subdivision shall consist of a hard surface, either concrete or asphalt or other material acceptable to the A.C.C., for their entire width and length. No earth or gravel drives are permitted.

h. Erosion Control. Owners shall exercise reasonable effort to reduce or eliminate erosion and to control drainage to prevent erosion.

i. Building Setback. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the building lines as shown on the recorded subdivision plat. In any event no structure (excluding mail receptacles, drives, address plaques, and sidewalks) shall be located nearer than fifty (50) feet from the front yard line or roadway, whichever is greater, or nearer than twenty-five (25) feet from any interior or side line or nearer than twenty-five (25) feet from any rear lot line. However, there shall be no setback from the Corps of Engineers take line for lots that adjoin the Beaver Reservoir, except that side set back requirements must be observed. For the purposes of this provision, eaves, steps, and open porches shall be considered a part of the building. Due to topographic hardship and to provide for construction on Lot #10, the A.C.C. will permit a variance to these set back requirements as specified on the plat.

j. Mail Receptacles. All properties within the Subdivision shall receive mail service at the street in front of their Lot. Each Lot owner is responsible for the installation of a mailbox which meets the U.S. Postal Service's requirements. Design and materials used must conform to one of the architectural details for mailboxes as set forth in A.C.C. regulations.

k. Fences. No fences shall be constructed without the approval of the location, design, and materials by the A.C.C. All perimeter fences shall be constructed of black, brown, or green ornamental iron or black, brown, or green chain link on the back side of each lot. No fencing is permitted on the front side of any lot.

l. Flood Prone Areas. No structures shall be permitted in part of the Subdivision which is subject to flooding, if any.

m. Utilities. All utilities transmission line shall be underground from transformer to the principal residence.

n. Trees. No trees greater than 6 inches in diameter shall be removed on any lot unless necessary for the construction of a dwelling and/or approved by the Architectural Committee.

6. **PROPERTY OWNERS' ASSOCIATION, MEMBERSHIP DUES AND ASSESSMENTS, AND CREATION OF LIENS.**

a. **Purpose.** For the purpose of maintaining areas to be used in common with all of the residents and Owners of property in the Subdivision, the entrance, security gates and fencing, the streets, the street lights, drainage, lake access, common area and facilities, and such other activities and undertakings as may be for the general use and benefit of the Members and residents of the property, each and every Lot Owner, in accepting a conveyance of any Lot in this Subdivision, agrees to and shall become a member of and be subject to these Protective Covenants and the obligations and duly enacted bylaws and rules and regulations of EDENS BLUFF LAKE ESTATES PROPERTY OWNERS' ASSOCIATION, a non-profit corporation (hereafter the P.O.A.).

b. **Dues and Assessments.** The Board of Directors of the P.O.A. may, by majority vote of the Directors, levy assessments or dues against all Lot Owners in order to defray the costs of performing maintenance or repairs upon Common Areas within the Subdivision, except as provided herein. All property Owners in the Subdivision shall pay the required dues of \$375.00 annually for each owned Lot to the P.O.A. promptly when the same become due, and in the event of failure to pay the same promptly when the same become due, such dues, including any such assessments or dues hereafter, shall constitute a lien upon the property owned by such Owners in the Subdivision, and the same may be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas. Lot #13 is an out-lot, thus no annual fees are required to be paid on said lot.

The Board of Directors of the P.O.A. reserves the right to amend the annual P.O.A. fee in order to insure adequate funds for the maintenance and upkeep of common areas.

The Developer shall not be required to pay dues, assessments or fees for any Lot owned by the Developer on which a residence has not been constructed and ready for occupancy.

c. **Delinquent Dues or Assessments.** All delinquent assessments shall bear interest at the rate of ten percent (10%) per annum or at the highest rate allowed by law from the date the same become due until they are paid, and the P.O.A. shall be entitled to a reasonable fee for its attorneys when their services become necessary to collect any delinquent assessments or dues, all of which shall be a part of the lien for dues.

d. **Lien and Foreclosure.** The liens herein created or retained for unpaid assessments or dues to the Property Owners Association are hereby made



expressly inferior and subordinate to valid and bona fide mortgages and deeds of trust or retained vendor's liens securing obligations of Owners of any of the Lots in the Subdivision up to the time of sale at foreclosure of any such mortgage, deed of trust or vendor's lien and for a period of six (6) months thereafter or until the residence upon such property is occupied, whichever date shall first occur, after which time monthly membership dues shall thereafter accrue as a lien upon such Lot in the identical form and manner as prior to the foreclosure sale of the property involved. This subordination shall be construed to apply not only to the original, but to all successive mortgages, deeds of trust, and vendor's liens given by property Owners to secure obligations, together with all extensions and renewals thereof.

e. Voting Rights. There shall be two classes of voting memberships:

Class A. Class A Members shall be all those persons or entities who own a Lot within the Subdivision. If a Member owns more than one Lot or out-lot, that member shall be entitled to one vote for each Lot owned. If there is more than one owner of a Lot, only one vote may be cast. The owners shall designate the person who is authorized to cast the vote and shall notify the P.O.A. of such designation. If the owners fail to designate a person authorized to cast the vote, the first name on the deed to the Lot shall be deemed to be the person authorized to cast the vote. There shall be no division of a vote.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot of which it is the record owner and which is subject to these Protective Covenants.

All matters submitted to a vote of the membership shall require a majority vote quorum of both classes of voting membership to pass.

**7. LAKE FRONT PROPERTY.**

a. Corps of Engineers Regulation. Owners agree to follow all Corps of Engineer rules and regulations including, but not limited to, those relating to land management practices.

**8. USE OF COMMON AREAS.**

a. Common Areas. Common Areas are areas to be used in common with all of the residents and Owners of property in the Subdivision, including, but not limited to, the entrance, security gates and fencing, the streets, the street lights, drainage, lake access, community area facilities, paths to community area, and such

other activities and undertakings as may be for the general use and benefit of Owners of the property in the Subdivision.

Lot #13 is an out-lot but shall have absolute rights to the common areas and amenities in Edens Bluff Lake Estates.

Daniel and Carmen Andreasen, on their behalf as well as their heirs and assigns, as developers of Edens Bluff Lake Estates and as owners of parcel 18-04120-001, which is immediately adjacent to Edens Bluff Lake Estates, shall have absolute rights to common areas and amenities in Edens Bluff Lake Estates.

b. Conduct. Members and their guests shall use the Common Areas in a quiet, safe, and responsible manner. Those using or accessing the Common Areas shall be responsible for disposing of all trash or debris associated with such use.

c. Guests. Guests and children under the age of sixteen (16) years of age using or accessing the Common Areas shall be accompanied by an adult resident or Owner. Owners are responsible for any damage caused by children or guests of the Owner.

#### **9. UTILITY AND DRAINAGE EASEMENTS.**

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat of the subdivision and 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 obstruct or retard the flow of water over said easements.

#### **10. MAINTENANCE OF EASEMENTS.**

The easement area of each Lot and all improvements in it shall be maintained continuously by the Owners of the Lot, except for those improvements for which the Developer, a public authority, or utility company is responsible.

#### **11. PROTECTIVE COVENANTS.**

a. Commercial Use Prohibited. Except for the business of the Developer and furtherance of its sales program, the practice of any profession or the carrying on of any business or commercial activity is prohibited within the Subdivision.

b. Garbage and Refuse Disposal. No trash, ashes or other refuse may be thrown or dumped on any of the Lots in the Subdivision. Owners must keep trash in trash cans with locking lids, except that yard clippings and debris may be stored

for pick-up in trash bags. Trash cans and trash bags must be stored out of view from the street except on trash pick-up day.

c. Hunting and Firearm Discharge. There shall be no hunting, trapping, unnatural harm to animals or any target or trap shooting within the Subdivision.

d. Landscaping Maintenance. Owners of Lots shall mow and clear grass, weeds, and vegetation at regular intervals on each Lot there owned so as to maintain the same in a neat and attractive manner. Such maintenance shall be performed whether any structure has been or is being built on said Lot. No debris shall be allowed to accumulate upon any Lot. Dead trees, shrubs, vines, and plants shall be promptly removed from each Lot. Owners shall maintain a landscaped area between the pavement of the road and the Lot line abutting the road right-of-way after a structure has been built on said Lot. The Property Owners' Association shall have the right, privilege, and option to cause any unkept Lots to be mowed and to remove dead trees, plants or other vegetation and debris from such Lot if, after thirty days' notice in writing from the Property Owners' Association to the Owners, the Owners have failed or neglected to do so, and the Property Owners' Association shall be entitled to a lien on such Lot for the cost of such work.

e. 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 that they are not kept, bred or maintained for commercial purposes. All household pets must be contained within dwellings or fenced yards with the exception of a dog pen that has been properly screened by walls or fences; or planting may be constructed and maintained in the rear yard or portion of any lot. Household pets shall be maintained in a clean and sanitary condition and shall not be a nuisance to other residents. All household pets must be kept under their owners' control and barking dogs must be kept to a minimum as to not become a nuisance to other residents.

f. Noise Control. To reduce noise, the use of gas powered machinery shall be limited to the hours of 8:00 a.m. to 9:00 p.m. daily. No exterior speaker, horn, whistle, bell or other sound device, which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon lots. Playing of extreme loud music from any porch, deck, or common areas, shall be deemed offensive, obnoxious activity constituting a nuisance.

g. Nuisances. No noxious or offensive activity and no commercial activities of any kind shall be carried on upon any Lot in this Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the

neighborhood.

h. Operation of Vehicles. All automobiles and motorcycles shall be operated in a quiet, safe, and responsible manner. Four-wheelers, golf carts, and other small forms of motorized transport may be operated on the streets or right-of-ways within the Subdivision for purposes of transport to the lake access or other Common Areas only. Such vehicles shall be operated in a quiet, safe, and responsible manner within the Subdivision.

i. Parking. No vehicle shall be parked or left in the street overnight. Unregistered vehicles shall not be stored unless garaged. At no time are vehicles to be parked on a lawn.

j. Propane Storage Tanks. All propane or other storage tanks must be buried or hidden so as not to be visible from any Lot.

k. Recreational Vehicles. No trucks, mail carts, dune buggies, golf carts, commercial vehicles, motor homes, travel trailers, campers, boats, motors or trailers shall be kept on the Lot or in the street adjacent to any Lot except that such items may be stored or parked inside an enclosed garage or similar enclosure so screened with fencing or plant material as not to be visible from the street. However, subject to the approval of the A.C.C., boats or other motor vehicles may be stored on the rear of a Lot provided such storage is not visible from any street or from any other Lot within the Subdivision.

l. Sight Distance at Intersections. No fence, wall, hedge or shrub that obstructs a sight-line at an elevation between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner Lot within 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. The same sight-lines limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with edge of a driveway or alley. No tree shall be permitted to remain within such distance of such an intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the sight-line.

m. Signs. All signs are prohibited upon the Properties, except signs erected by the Developer or A.C.C. for dedication of streets, traffic control, and directional purposes, no trespassing, and signs of a temporary nature advertising property for sale and construction signs. Signs shall not exceed six (6) square feet in area.

n. Satellite Dish or Antennae. The placement of electronic antennas or satellite receiver dishes must be approved by the A.C.C. Under no circumstance shall any such device be placed in front of any residence in the Subdivision. Such devices

may be placed beside or behind a residence with proper screening approved by the A.C.C. No satellite dish shall exceed 3 feet in diameter. No radio, television signals, or any other form of electromagnetic radiation may be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other such Lot.

o. Short-Term Rental Prohibited. Short-term, vacation type rentals of dwellings within EDENS BLUFF LAKE ESTATES shall be prohibited. Short term rentals shall be defined for these purposes as any rental for a period of less than 90 days.

p. Temporary Structures. No tent, shack, or barn shall be erected on any Lot in the Subdivision, temporarily or permanently, except for temporary use by construction contractors only. Tents used for recreational purposes of a short duration shall be considered as excluded by this provision if located on a property where a home has been constructed. Camping upon any Lot upon which a dwelling has not been constructed or upon any area designated as a common area is prohibited.

q. Oil and Mining Operations. No drilling, mining, oil or mineral development operations of any kind shall be permitted upon or in any Lot or Common Areas, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or area within the Subdivision. Nor derrick or other structure designed for use in boring for oil, gas or minerals shall be erected, maintained or permitted upon any Lot or area within the Subdivision. The drilling for geothermal systems or the burial of propane tanks is permitted.

r. Construction and Maintenance. During construction, the Owner shall maintain all construction materials and equipment stored on site in a neat and orderly fashion. The Owner shall provide receptacles for construction trash and debris and shall keep the construction site clean. The Owner shall provide port-a-potty on site for use of those persons on the construction site. The Owner shall be liable for any damage to streets or right-of-way caused during construction. The Owner shall not permit any construction equipment on the streets or right-of-way unless equipped with rubber wheels.

s. Lighting. An Owner shall not permit any exterior light, yard light, security lights, or street lights to be of such intensity or directed in such a way as constitute a nuisance to other Lot Owner's within the Subdivision. All outside security lights must be approved by the A.C.C.

t. Inoperative Vehicles. No vehicle, bus, tractor, lawn cutting / maintenance apparatus or similar piece of equipment shall be left inoperative anywhere within the Development for a period of more than one (1) day.

u. Laundry. Hanging laundry from any area within the Development which is within public view is prohibited.

v. Garage Sales. Garage sales are not permitted within the subdivision.

w. Seasonal Lighting. Seasonal or holiday lighting may be installed no earlier than 30 days prior to that season and must be removed within 45 days after the holiday date or season ends.

x. Seasonal Fixtures. Seasonal or holiday fixtures may be installed no earlier than 30 days prior to that season and must be removed within 15 days after the holiday date or season ends.

y. Basketball goals, other sporting/recreational equipment. Basketball goals, other sporting and/or recreational equipment may be used within the subdivision provided they are not used in such a manner that is unsafe or obstructs traffic. No recreational equipment shall be used in the street at any time.

## **12. REMEDIES FOR DEFAULT IN OBSERVANCE OF COVENANTS.**

a. If the Owners or occupants of any Lot fail to observe any covenant, and if the default continues after ten (10) days' written notice to the Owners, then either the Developer or the P.O.A., their successors or assigns, may without liability to them or their officers or agents in trespass or otherwise enter upon (or authorize one or more others to enter upon) the Lot, remove or cause to be removed the garbage, trash, rubbish, or do any other things necessary for compliance with these restrictions, so as to place the Lot in a neat, attractive, healthful, and sanitary condition, and may charge the Owners or occupant of such Lot for the reasonable costs of such work and associated materials. The Owners or occupant, as the case may be, agree by the purchase or occupancy of the property to pay the statement immediately upon request. The P.O.A., Developer or any other Owners within the Subdivision may bring any action provided by law, either at law or equity, for the enforcement of these Covenants, including seeking injunctive relief.

## **13. TERM OF THE COVENANT.**

These covenants shall run with the land. All persons or corporations who now own or shall hereafter acquire any of the Lots in this Subdivision shall be deemed to have agreed and covenanted with the Owners of all other Lots in this Subdivision and with its or their heirs, successors, and assigns to conform to and observe the restrictions, covenants, and stipulations contained herein for a period of twenty-five (25) years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of ten (10) years unless at any

time a seventy-five percent (75%) majority of the then Owners of Lots in the Subdivision agree to the amendment or removal of these covenants in whole or in part.

**14. RIGHT TO ENFORCE.**

The covenants, agreements, and restrictions herein set forth shall run with the title to the Lots in this Subdivision and bind the present Owners, their heirs, successors, and assigns, future Owners and their heirs, successors, and assigns; and all parties claiming by, through or under them shall be taken to hold, agree, and covenant with the Owners of other Lots in the Subdivision, their heirs, successors, and assigns, and with Owners, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to Lots in the Subdivision. The Developer, the P.O.A., or any Owner or Owners of Lots in this Subdivision shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas.

**15. AMENDMENT.**

a. Amendment, Rescission or Additions. The Developer, its successors and assigns, may amend, rescind or add to Paragraph 12 of the Protective Covenants as set forth herein from time to time.

b. Amendment by Owners. These covenants may be amended at any time by the Owners of seventy-five percent (75%) of the Lots in the Subdivision. Such amendment shall have immediate effect upon recording in the real estate records of and for Benton County. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of Owners, and such amendment shall have immediate effect upon recording.

**16. ASSIGNMENT, TRANSFER OR CONVEYANCE.**

The Developer reserves the right to assign, transfer or convey any reservation, right or obligation of the Developer under the terms of these Protective Covenants, and upon such assignment, transfer or conveyance, the Developer shall immediately be released and discharged as to any and all liability incident to such reservation, right or obligation.

**17. SEVERABILITY.**

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision herein, and the remaining provisions shall

remain in full force and effect.

**18. REVOCATION OF PRIOR COVENANTS.**

That upon the recording of these Covenants, the Protective Covenants for EDEN BLUFF ACRES dated March 3, 2000 as filed March 3, 2000 in Instrument No. 00020377 filed in the records of Benton County, Arkansas are hereby revoked and rescinded in its entirety.

**The Protective Covenants for EDEN'S WAY SUBDIVISION dated May 19, 2004 as filed May 19, 2004 in Instrument No. 2004 22071, shall remain in full force and effect as to the real property owned by Jeff Q. and Sharon G. Hunter, under parcel No. 18-04120-010, more particularly described as:**

**A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 29 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°36'00"W 634.10' AND N75°44'45"E 176.24' FROM THE NORTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N04°16'10"W 363.67', THENCE N19°10'15"E 94.18' TO THE CENTERLINE OF AN EXISTING 40' WIDE INGRESS AND EGRESS ACCESS AND UTILITY EASEMENT, THENCE ALONG SAID EASEMENT S45°27'13"E 29.26', S65°36'00"E 36.61', S86°08'02"E 44.33', N84°23'40"E 54.23', N87°39'32"E 22.74', THENCE LEAVING SAID EASEMENT CENTERLINE S08°18'21"E 364.19', THENCE S75°44'45"W 238.94' TO THE POINT OF BEGINNING. CONTAINING 2.00 ACRES, MORE OR LESS.**

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this 25<sup>th</sup> day

of February.

Lots 1 - 14  
(less and except those  
lots set forth hereinafter)

EDENS BLUFF PROPERTIES, LLC

BY: Carmen Andreasen  
Carmen Andreasen, Managing Partner

BY: Danny Andreasen  
Danny Andreasen, Managing Partner





**Amendment to the 2008 Protective Covenants for  
Edens Bluff Lake Estates,  
Benton County, Arkansas**

Brenda DeShields  
Circuit Clerk  
Benton County, AR  
Book/Pg: 2008/029653  
e-Filed for Record  
08/01/2008 12:13:40 PM

We, the undersigned, being at One Hundred Percent (100%) of the owners of the lots in Edens Bluff Lake Estates, do hereby adopt this Amendment of Protective Covenants, Conditions and Restrictions for Edens Bluff Lake Estates Subdivision, Benton County, Arkansas.

WHEREAS, the undersigned are owners of One Hundred Percent (100%) of certain lands within Benton County, Arkansas, known as Edens Bluff Lakes Estates; and

WHEREAS, the 2008 Protective Covenants for Edens Bluff Lake Estates, Benton County, Arkansas was recorded in the records of Benton County, Arkansas on February 25, 2008 in Book 2008 at Pages 6836 to 6852; and

NOW THEREFORE, the undersigned hereby agree that the 2008 Protective Covenants for Edens Bluff Lake Estates, Benton County, Arkansas be, and hereby are, amended as follows:

**I. AMENDMENT OF SECTION THREE, PART D.**

Part D of Section Three of the 2008 Protective Covenants for Edens Bluff Lake Estates, Benton County, Arkansas is hereby deleted, and the following is inserted in its stead:

d. Lots. No Lots which have been platted shall be further divided with the exception of lot 14, which has been granted a special exclusion. Lot 14 may be divided one time. The current owner, Mark B. Foster, has the option of maintaining Lot 14 or maintaining the two properties split into 4 acre tracts from the 8 acres comprising Lot 14 as a part of Edens Bluff Lake Estates. Any lot in Edens Bluff Lake Estates is required to adhere to the recorded covenants, including monthly payments of POA dues.

In the event the owner elects to split Lot 14, the owner is permitted to remove either split 4 acre tract from Edens Bluff Lake Estates. If Lot 14 is ever detached from Edens Bluff Lake Estates or if the 4 acres containing the easement between Lots 5 and 6 is detached, then the ingress, egress, and utility easement lying between Lots 5 and 6 of Edens Bluff Lake Estates for the benefit of Lot 14 shall cease to exist.

**II. RATIFICATION**

Except as amended herein, the 2008 Protective Covenants for Edens Bluff Lake Estates, Benton County, Arkansas, are hereby amended and confirmed.

4/10/10

We hereby approve the Amendment of the 2008 Protective Covenants for Edens Bluff Lake Estates, Benton County, Arkansas.

WITNESS the name of the OWNERS this 1 day of <sup>August</sup> ~~July~~, 2008.

EDEN'S BLUFF PROPERTIES, L.L.C.

By: Danny Andreasen  
Danny Andreasen, Manager

By: Carmen Andreasen  
Carmen Andreasen, Manager

By: Steve W. Lewis  
Steve W. Lewis, Manager

By: Judy L. Lewis  
Judy L. Lewis, Manager

STATE OF ARKANSAS )  
                                  ) SS  
COUNTY OF BENTON )

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, Danny Andreasen, Carmen Andreasen, John Lewis, and Judy Lewis, to me well known as the Managers of EDENS BLUFF PROPERTIES, L.L.C., and stated that they are duly authorized in their capacities to execute the foregoing Amendment to the 2008 Protective Covenants for Edens Bluff Lake Estates for and in the name and on behalf of the limited liability company, and further stated that they had so executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 1 day of <sup>August</sup> ~~July~~, 2008.

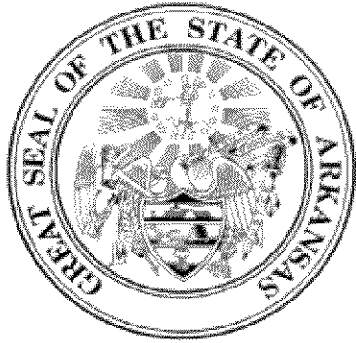
Seal & Commission Expiration  
BETH TRENARY  
NOTARY PUBLIC-STATE OF ARKANSAS  
BENTON COUNTY  
My Commission Expires 8-19-2015

Beth Trenary  
Notary Public

Prepared by: Matthews, Campbell, Rhoads, McClure, Thompson & Fryauf, P.A., 119 S. 2nd, Rogers, AR 72756

Tran: 44637  
Total Fees: 20.00

Benton County, AR  
I certify that this instrument was Electronically filed  
on 08/01/2008 12:13:40 PM  
in DEED Book 2008 Pages 29653 - 29655  
Brenda DeShields-Circuit Clerk



**Amendment to the 2008 Protective Covenants for  
Edens Bluff Lake Estates,  
Benton County, Arkansas**

We, the undersigned, being at least Seventy-Five Percent (75%) of the owners of the lots in Edens Bluff Lake Estates, do hereby adopt this Amendment of Protective Covenants for Edens Bluff Lake Estates Subdivision, Benton County, Arkansas.

WHEREAS, the Protective Covenants for Edens Bluff Lake Estates, Benton County, Arkansas, were recorded in the records of Benton County, Arkansas on February 25, 2008 in Book 2008 at Pages 6836 to 6852; and

WHEREAS, Paragraph 15 of said Protective Covenants provides that "These covenants may be amended at any time by the owners of Seventy-Five Percent (75%) of the lots in the subdivision"; and

WHEREAS, all of the owners of the lots in Edens Bluff Lake Estates are desirous of amending the same;

NOW, THEREFORE, the undersigned hereby agree that the Protective Covenants for Edens Bluff Lake Estates, Benton County, Arkansas be, and hereby are, amended as follows:

**FIRST**

Paragraph 6, Section e of the Protective Covenants titled "Voting Rights" shall be amended by adding a third class of voting memberships, which shall read as follows:

Class C. The Class C Members shall be Daniel Andreasen and Carmen Andreasen as the owners of Lot 13. The Class C Members shall be entitled to one (1) vote as the owners of Lot 13 once all the lots in said Subdivision have been sold by Edens Bluff Properties, LLC. Upon the occurrence of that event, then the Class C Members vote will become active and irrevocable.

**SECOND**

Paragraph 8, Section a of the Protective Covenants entitled "Common Areas" shall be deleted in its entirety and a new paragraph with the same letter will be substituted in lieu thereof, which paragraph shall read as follows:

a. Common Areas. Common Areas are areas to be used in common with all of the residents and Owners of property in the Subdivision, including, but not limited to, the entrance, security gates and fencing, the streets, the street lights, drainage, lake access, community area facilities, walking trail and paths to the community area, and such other activities and undertakings as may be for the general use and benefit of Owners of the property in the Subdivision.

Lot #13 is an out-lot but shall have absolute rights to the common areas and amenities in Edens Bluff Lake Estates as they currently exist as of October 16, 2009.

Dan and Carmen Andreasen, on their behalf as well as their heirs and assigns, as developers of Edens Bluff Lake Estates and as owners of parcel 18-04120-001, which is immediately adjacent to Edens Bluff Lake Estates, shall have absolute rights to the common areas as well as all

Brenda DeShields-Circuit Clerk  
Benton County, AR  
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Total Fees: \$20.00  
Book 2009 Page 54672  
Recorded in the Above  
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10/23/2009

existing amenities as they currently exist in Edens Bluff Lake Estates as of October 16, 2009. Daniel and Carmen Andreasen will be offered access and the right to utilize future amenities of Edens Bluff Lake Estates as such amenities become available, provided Daniel and Carmen Andreasen pay all applicable costs, fees or dues associated therewith.

Book 2009 Page 54673  
Recorded in the Above  
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**THIRD**

The Protective Covenants for Edens Bluff Lake Estates, Benton County, Arkansas, shall in all other respects remain in full force and effect and the same are hereby ratified and affirmed this 23 day of October, 2009.

IN WITNESS WHEREOF, the Owners have hereunto set their hands and seals this 23 day of October, 2009.

EDENS BLUFF PROPERTIES, LLC

BY: Steve W Lewis  
STEVE W. LEWIS, Managing Member

BY: Judy L Lewis  
JUDY L. LEWIS, Managing Member

BY: Danny Andreasen  
DANNY ANDREASEN, Managing Member

BY: Carmen Andreasen  
CARMEN ANDREASEN, Managing Member

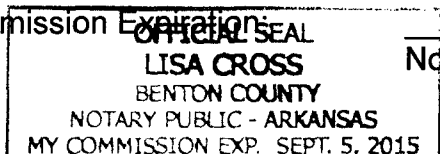
I certify this instrument was filed on  
10/23/2009 1:40:59PM  
and recorded in DEED Book  
2009 at pages 0054672 - 0054673  
Brenda DeShields-Circuit Clerk

STATE OF ARKANSAS )  
  )SS  
COUNTY OF BENTON )

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, STEVE W. LEWIS, JUDY L. LEWIS, DANNY ANDREASEN, and CARMEN ANDREASEN, to me well known as the Managing Members of EDENS BLUFF PROPERTIES, LLC, a limited liability company, and are duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said company, and further stated and acknowledged that they have so signed, executed, and delivered said instrument for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 23 day of October, 2009.

Seal & Commission Expiration



Lisa Cross  
Notary Public