

Wayne Barnes & Betty Barnes are the sole owners and developers of Eagle Crest Subdivision and do 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.) Single family residential land use and building type.

All lots within Eagle Crest Subdivision, 1 thru 19, shall be govern by the provisions of these covenants as of on the date these covenants were executed.

(2.) Building Limitations

No dwelling structure shall be constructed upon any lot within Eagle Crest Subdivision of a size less than Eighteen Hundred, 1800, square feet of heated living space on the first floor area of the main structure. Exclusive of one story ,not including garages and porches. On a dwelling of more than one story the second floor area shall be no less than Fifteen Hundred, 1500, square feet of heated living space, not including garages and porches. The combined heated living space of a more than one story dwelling shall not be less than Eighteen Hundred, 1800, square feet of heated living space.

No dwelling shall be over two stories above ground in height.

Each dwelling shall have a private attached garage for not less than two, 2, cars. Dimensions of garage not less than Twenty Two feet by Twenty Two feet, 22, and shall have a concrete driveway not less than Four, 4, inches thick.

All structures shall be stick built. All homes and Out-buildings constructed on any lot must use Wooden Shingles or an alternate material of equal quality approved in advance in writing by the developer. All exterior colors shall be of Earth tone. All dwellings shall have not less than Fifty Per Cent, 50%, masonry on the front of the dwelling facing the front street property line.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Developer. Such plans and specifications including a plot plan reflecting the location of all improvements shall be submitted to the Developer at least fifteen days prior to the commencement of construction of same, and the written approval of the Developer shall be required before starting construction.

All structures shall be of quality of workmanship and materials substantially the same or better than that which is being produced on the day these Protective Covenants are recorded and to assure that the exterior design of all dwellings

FILED FOR RECORD
At 2:00 O'clock PM

FEB 22 1988

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK

Wayne Barnes
RT # 6
Box 715 Rogers, Ark 72750

and accessory buildings will be aesthetically compatible with the other dwellings and accessory buildings in the subdivision. The Developer shall view all plans and specifications for all structures prior to construction and be given the power to amend or alter any such designs or specifications prior to approval for construction in Eagle Crest Subdivision.

The specifications and requirements of the above mentioned are designed as a minimum requirement for architectural and design specifications and may be supplemented from time to time. Such requirements shall be binding for prior approval of construction as required by these Covenants.

All builders and owners should contact the Developer prior to commencement of construction to be apprised of current requirements.

(3.) Yard Space Restrictions and Building Location.

No building shall be located on any lot nearer than the minimum set backs as recorded on plat, for the front lot line.

No building or permitted accessory building shall be located nearer than Five (5) feet to any interior side lot line. This provision (interior side lot setback) shall not apply to any dwelling constructed on (2) adjacent lots as to the side lot line dividing the two (2) lots. No dwelling shall be located on any lot nearer than ten (10) feet to the rear lotline. All permitted accessory buildings shall be located in the rear yard of each lot, and no such permitted accessory building shall be located on any lot nearer than ten (10) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, this shall not be construed to permit any portion of the building on a lot to encroach upon another lot or easement. No lot shall be subdivided into smaller lots or parcels than shown on the recorded plat for the purpose of creating additional building sites or lots, except that a lot may be divided to combine portions of it with the adjacent lots on both sides to enlarge the building sites on said respective adjacent lots. Should any building setback lines show upon the plat of Eagle Crest Subdivision vary from the setback requirements required herein, the building setback lines shown upon said plat as filed shall control and take precedence over those stated herein.

(4.) Fences

Fencing of front yards is prohibited, except that decorative wood or stone fencing of a maximum height of three (3) feet may be constructed upon approval by the Developer. Rear yard fences must be of a decorative wood design. Chain link fences and other forms of wire fencing are specifically prohibited. Dog pens properly screened by walls or fences may be constructed and maintained in the rear yard portion of any lot.

(5.) Off Street Parking

No parking shall be permitted on streets at any time. All vehicles shall be parked in garage or driveway behind the front minimum set back lines as recorded on plat. All recreational vehicles and equipment, including but not limited to boats, motor homes, travel trailers, campers, and the like parked outside the garage shall be parked behind the front set back lines as recorded on plat, and so long as the same is screened by proper means and materials as approved by Developer and out of sight of neighbors.

(6.) Signs

No signs, either permanent or temporary, of any kind, shall be placed or erected on any property, except that a single sign not more than five (5) square feet in size may be permitted upon property to advertise the same for sale or for rent. Provided further, however, the developer, Wayne Barnes hereby reserves the right to have a sign to designate the name of the addition, and to advertise same, and restrictions on size and location shall not apply to said signor signs.

(7.) Temporary Structures

No trailer, basement, tent, shack, garage, barn, or other outbuilding covered by these covenants shall not at any time be permitted. Nor shall any structure of temporary character be for human habitation. This restriction does not prohibit the storing of recreational vehicles on the lots after dwelling has been constructed.

(8.) Outbuildings

Outbuildings shall be restricted to one (1) per lot. Outbuildings may be constructed on the lot provided its design and size is compatible with the existing structure. Design and size of outbuildings is subject to the approval of the Developer. Cabana structures or gazebos may be built and maintained within the building area on any lot in the addition. The interior area of a detached cabana will not be included in the determination of the minimum dwelling size.

(9.) Satellite Dishes and Propane Gas Storage Tanks

Satellite television receiver dishes must be screened from view and may be located only in the rear yard building area. All Propane gas storage tanks shall be screened in the same manner.

(10.) Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained, or permitted upon any building site.

(11.) Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised or kept on any residential building site, except dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for any commercial purposes. Pets shall be kept on the owners lot at all times except when on a leash held by the hand of the owner.

(12.) 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. No trees, incinerator structures, buildings, pavement, or similar improvements shall be grown, built, or maintained within the area of the utility easements. Owners are hereby put on notice that any structure or plat material in the easements are subject to removal.

(13.) 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 nuisance to the neighborhood. Household pets may be kept, provided they are kept or maintained for pets and not any commercial purpose. Grass, weeds, and tree sprouts shall be kept neatly cut and shall not be allowed six (6) inches from the ground surface. Fences or outside structures or outdoor decorations shall be maintained so as not to become unsightly or annoyance or a nuisance to the neighborhood. Upon owner's failure to comply with this subsection, the developer or other property owner's may cut grass or weeds or perform maintenance upon fences, outside structures, or outdoor decorations and shall be entitled to charge a reasonable fee to the owner of the lot for said services. No building materials of any kind or character shall be placed or stored upon any lot in the subdivision until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and the utility easements. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed from the subdivision. All structures shall be completed within the time limits approved of by the Developer.

(14.) Front Yard

Yards from back of curb to front of dwelling and from side lot line to side lot line shall be fully graded, seeded, and maintained within Ninety (90) days upon completion of dwelling, or as approved by Developer.

(15.) Inoperative Vehicles

No automobile, truck, bus, tractor, or other vehicle, other than a lawn or grass mowing apparatus, shall be left inoperative on any platted lot for a period of more than Fourteen (14) days.

(16.) Sight Distance at Intersections

No fence, wall, hedge, or shrub which obstructs sight lines at intersections in the subdivision shall be permitted. No obstruction shall be placed on any lot within the minimum set back line as to obstruct lake view.

(17.) Utilities

All utilities in this subdivision shall be placed underground.

(18.) Septic System

All Septic systems will be and shall be in full compliance with the State of Arkansas and the County of Benton Health Departments.

1. Modified standard absorption no deeper than Eighteen (18) inches must be used on all lots.

2. Home sites on all lots should be held as close as possible to the high side of the lot to afford the most advantageous area for the septic system.

3. All lots demonstrating a percolation rate faster than ten minutes per inch will be required to utilize a dosing pump, or sephon for pressure distribution in the absorption field.

4. Septic system can be placed anywhere on lot except on utility easements.

(19.) Street Jurisdiction and Maintenance

Streets shall be maintained by Developer until Sixty per cent, (60%) of the lots are sold and the Developer shall have jurisdiction over said streets and curbs until that time. Maintenance and jurisdiction shall become the responsibility of property owner's after Sixty per cent (60%) of the lots are sold. Streets are private and are part of each lot.

(20.) Roof top Line

The roof top line of dwellings constructed on lots number three (3), Four (4), and Five (5) shall not exceed the maximum height of 1243.5 feet MSL or as approved by the Developer in writing.

(21.) Violations

In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extensions thereof), it shall be lawful for any person or persons owning any lots in this subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, and either to prevent him or them from so doing and/or to recover damages for such violations. The Developer shall receive from residents any complaints as to violations of the covenants, and shall reasonably notify any violator prior to legal actions being taken.

(22.) Binding Effect and Amendments of Covenants

Continued on page 6.

All persons or corporations who now 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 their heirs, successors, and assigns to conform to and observe the restrictions, covenants, and stipulations contained herein for a period as hereinafter set forth. These covenants may be amended at any time with the written approval of the owners of two-thirds (2/3rds) of the lots within the subdivision. Further, no amendments shall be allowed which would be in violation of the zoning designation in effect at the time of the amendment. No changes in these Protective Covenants shall be valid unless the same shall be placed on record in the office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of owners.

(23.) Duration of Covenants

These covenants and restrictions shall run with the land for a minimum period of twenty (20) years, to be automatically extended for successive periods of ten (10) years without further action unless terminated by majority of lot owners in the subdivision, casting votes as hereinabove set forth in the amendment section of these covenants, and voting one (1) vote each lot. It is the intent that these covenants promote the aesthetic value of Eagle Crest Subdivision.

(24.) Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

EXECUTED this 2 day of FEBRUARY, 1988.

By: Wayne Barnes
Wayne Barnes, Owner/Developer

By: Betty Barnes
Betty Barnes, Owner/Developer



ACKNOWLEDGEMENT

STATE OF ARKANSAS)

)ss:

COUNTY OF BENTON)

On this 2 day of February, 1988, before me, a Notary Public, duly commissioned, qualified, and acting within and for said county and state, appeared in person the within named Wayne Barnes and Betty Barnes respectively, of Eagle Crest Subdivision, duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said owners and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, use, and purpose herein mentioned and set forth.

IN WITNESS WHEREOF, I hereunto set my hand and seal as Notary Public the day and year first hereinabove written.

Clara S. Hunter
Notary Public

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2007/17268
Term/Cashier: CASH4/BSTUBBS
Tran: 19
Total Fees: \$11.00
Book ~~2007~~ Page ~~17268~~
Recorded in the Above
DEED Book & Page
05/01/2007 8:48AM

Recording Number: _____

ADDENDUM TO PROTECTIVE COVENANTS FOR:

We the undersigned, being a majority of the owners of lots in Eagle Crest Subdivision do hereby authorize the following amendment to paragraphs 2 of the Protective Covenants covering this subdivision as recorded at Book 684, Page 159 on February 22, 1988 in the Circuit Clerk's Office, Benton County, Arkansas.

EAGLE CREST SUBDIVISION COVENANTS ADMENDMENTS

April 1, 2007

To Eagle Crest Residents,

Do to concerns of several residents in the communities about the wood shake roofing restrictions in Eagle Crest subdivision covenants.

As property owners and identified under section **(22.) Binding Effect and Amendments of Covenants**, there must be a (2/3rds) written approval to amend any section of the current covenants.

Due to concerns about the replacement cost & fire hazard of Cedar Shake Shingles the residents of Eagle Crest Subdivision herby adopt the following change.

Proposed Amendment: Roofing material

In addition to the current authorized shingles I herby authorize the use of a minimum 30-year architectural shingle. There are no color restrictions however; all selected colors must contain an earth/natural tone to blend in with the existing area.

Upon receipt of the required signature needed, this letter shall become a part of the covenants and filed in the office of the recorder of Benton County, Arkansas. And shall be enforced the same as all other restrictions.

Book 2007 Page 17269
 Recorded in the Above
 DEED Book & Page
 05/01/2007 8:48AM

Benton County, AR
 I certify this instrument was filed on
 05/01/2007 8:48AM
 and recorded in DEED Book
 2007 at pages 7268 - 7269
 Brenda DeShields-Circuit Clerk

Eagle Crest Covenant Addendum

Lot no. <u>1</u>	EAGLE CREST DRIVE	<u>8340</u>	<u>[Signature]</u>
Lot no. <u>2</u>	EAGLE CREST DRIVE	<u>8336</u>	<u>[Signature]</u>
Lot no. <u>3</u>	EAGLE CREST DRIVE	<u>8330</u>	<u>[Signature]</u>
Lot no. <u>4</u>	EAGLE CREST DRIVE	<u>8328</u>	<u>[Signature]</u>
Lot no. <u>5</u>	EAGLE CREST DRIVE	<u>8326</u>	<u>[Signature]</u>
Lot no. <u>6</u>	EAGLE CREST DRIVE	<u>8298</u>	<u>[Signature]</u>
Lot no. <u>7</u>	EAGLE CREST DRIVE	<u>8292</u>	<u>[Signature]</u>
Lot no. <u>8</u>	EAGLE CREST DRIVE	<u>8268</u>	<u>[Signature]</u>
Lot no. <u>9</u>	EAGLE CREST DRIVE	<u>8216</u>	<u>[Signature]</u>
Lot no. <u>10</u>	EAGLE CREST DRIVE	<u>8212</u>	<u>[Signature]</u>
Lot no. <u>11</u>	EAGLE CREST DRIVE	<u>8204</u>	<u>[Signature]</u>
Lot no. <u>12</u>	EAGLE CREST DRIVE	<u>Lot</u>	<u>[Signature]</u>
Lot no. <u>13</u>	EAGLE CREST DRIVE	<u>Lot</u>	<u>[Signature]</u>
Lot no. <u>15</u>	EAGLE CREST DRIVE	<u>8209</u>	<u>[Signature]</u>
Lot no. <u>16</u>	EAGLE CREST DRIVE	<u>8221</u>	<u>[Signature]</u>
Lot no. <u>18+19</u>	EAGLE CREST DRIVE	<u>8289</u>	<u>[Signature]</u>
Lot no. <u>14</u>	EAGLE CREST DRIVE	<u>Lot</u>	<u>[Signature]</u>
Lot no. <u>17</u>	EAGLE CREST DRIVE	<u>8237</u>	<u>[Signature]</u>
Lot no. _____	EAGLE CREST DRIVE	_____	_____

Subscribed and sworn to before me, a Notary Public and for the County of Benton
 State of Arkansas, on this the 30 day of APRIL ~~2007~~ 2007

[Signature]
 Signature of Notary Public

My commission expires: September 25, 2015.

