

Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2008/13810  
Term/Cashier: CASH3/NPETERS  
04/15/2008 2:38:35PM  
Tran: 33776  
Total Fees: \$180.00

**SOUTH MOUNTAIN ESTATES**  
**AMENDED RESTRICTIVE COVENANTS**

Book 2008 Page 13810  
Recorded in the Above  
DEED Book & Page  
04/15/2008

**WHEREAS**, the South Mountain Estates is a platted subdivision of Benton County, Arkansas, a copy of the Plat is attached hereto as "Exhibit A";

**WHEREAS**, the Restrictive Covenants filed for record on September 13, 1999, with the Circuit Clerk and Ex-Officio Recorder, recorded in Book and Page Number 99099624 allow the Covenants to be amended by 75% of the landowners;

**WHEREAS**, 75% of the landowners of the South Mountain Estates do desire to amend the Restrictive Covenants;

**NOW THEREFORE**, the parties adopt these Amended Covenants for the entire real property listed as stated herein.

1. **Fences**: All perimeter fences shall be constructed of black ornamental iron on the front sides of each lot and either black ornamental iron or black chain link on the remainder of said perimeter fencing unless otherwise approved by the architectural control committee. No lots abutting South Mountain Road shall have any fencing in the front yards of said lots.

2. **Nuisances**: No noxious or offensive activities or nuisances shall be permitted on any Lot or Parcel.

3. **Signs**: No person shall erect or maintain upon any Lot or Improvement any sign or advertisement, except a real estate sign when the property is listed for sale.

4. **Garbage and Refuse Disposal**: No Owner shall accumulate on his or her Lot litter, refuse or garbage, except in approved receptacles.

5. **Drilling and Mining**: No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

6. **Use of Property**: No commercial activity may be conducted on the premises, no storage shall occur (except as otherwise authorized herein) and no commercial vehicle(s) may be parked overnight in the streets of this property. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guests.

7. **Structures Other than Dwelling**: No trailer, mobile home, tent, shack, or other unsightly building structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the back of the residence, providing that the building is not unsightly and conforms in design to the other improvements on the lot.

8. **Minimum Square Footage, Roofing and Driveways**: There shall be a minimum square footage requirement on all dwellings constructed in the subdivision. There is a minimum of 2,500 square feet of main floor heated area for all dwellings. This minimum square footage requirement is exclusive of garages, porches, patios and decks. Any composition roof on any dwelling in the subdivision shall be at least a 25 year architectural shingle roof and must have a minimum 300 pound architect design. All driveways must be asphalt or concrete.

9. **Garages**: All dwellings must have a side-loaded garage if said garage is attached to the dwelling structure. All unattached garages must be built in the style of the main dwelling structure.

10. **Approval of Plans by Review Committee**: All plans for improvements to be constructed on lots in the subdivision shall be first submitted for review and approval by the Property Owners Association (POA), who shall designate, in accordance with their bylaws, an architectural control committee. Approval by the Committee must be obtained in writing before construction on any improvement on any lot in the subdivision begins and any variances to the improvement initially approved must be authorized in writing by the Committee.

11. **Animals**: No animals or livestock of any kind shall be raised, kept, or bred on any lots in said subdivision except common domestic household pets, provided they are not a nuisance to the neighborhood. No poultry of any kind shall be kept on any lots in said subdivision.

12. **Satellites**: No communications mast, tower, or structure of any kind may be installed except miniature direct TV disks less than 24 inches in diameter.

13. **Easements** – No property owner may grant any easement, right-of-way, or otherwise allow any person the right of ingress or egress across their property for access to the subdivision, nor may any property owner sell or transfer title to any portion of their property for purposes of the same. This restriction is intended to prevent any property owner from allowing any person access to the subdivision except via the use of the private gate at the entrance of South Mountain Drive.

14. **Property Owners Association**: The property owners hereby create a Property Owners Association (POA) titled South Mountain Estates Property Owners Association, Inc. The duties and powers of the POA are those set forth in its articles of incorporation, bylaws and resolutions, together with the general and implied powers of a POA and nonprofit corporation organized under the laws of the State of Arkansas. Generally, the POA may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of the Lot's owners, subject to the limitations on the exercise of such powers herein and the documents referred to herein. Specifically, the POA's powers include, but are not limited to, the following:

- (a) Provide for the care and maintenance of the boat dock and other common areas;

(b) Make reasonable assessments against Lot owners for the care and maintenance of all common areas, including, but not being limited to the boat dock, gate, roads, and for the continued operation of the POA, its matters and business; this right to make reasonable assessments shall include the establishment of a road resurfacing fund will be set up to offset future needs to resurface the roads in the subdivision. The funds deposited into the road resurfacing fund may only be used for that purpose;

(b) Charge interest on late assessments;

(c) Collect unpaid assessments by asserting liens against the assessed property, by filing suit, and foreclosing the lien if necessary;

(d) Assess reasonable charges, as an Individual Assessment, against Property owners for violation of the covenants; against an owner and his or her Lot for any violation of these covenants by an owner or agent, guest or invitee of an owner. Each owner shall be responsible for the actions of his or her agents, guests or invitees. Individual Assessments may be levied for each act or violation or for each day a violation continues, and does not constitute a waiver or discharge of the owner's obligations under these Covenants;

(e) Nuisance – The result of every act or omission that violates any provision of these Covenants shall be deemed to constitute a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation;

(f) Suspension – The POA may suspend the right of owners and residents to use Common Areas for any period during which the owner or resident, or the owner or residents family, guest, employees, agents, or contractors violate these Covenants. A suspension does not constitute a waiver or discharge of the owner's obligations hereunder.

(g) Judicial Enforcement – the POA, as well as any owner of any Lot, shall have the right to enforce the terms and provisions of these Covenants by any appropriate judicial process, including but not limited to injunctive relief;

(h) Waiver – Failure by the POA or by any owner or any Lot to enforce a provision of these Covenants is not a waiver of the right to do so thereafter.

15. **Miscellaneous:** No hunting or discharging of firearms in the subdivision. Boat trailers will be allowed to be stored only at the rear of the residence.

16. **Covenants to Run with the Land:** These covenants and restrictions are to run with the land and shall be binding on all the parties, their heirs and assigns, for a period of 30 years from the date these Amended Covenants are recorded; provided, however, that the covenants and restrictions may be amended or canceled at any time by at least seventy-five percent of the total property owners in such addition. Such amendments or cancellation shall be made in writing, drafted so as to be recorded with the registrar of deeds. Provided, further, that after the expiration of the 30 year period set forth above, and any time within 6 months from said expiration, the majority of the lot owners may express their intention, in writing, so drafted as to be recorded with the register of deeds, that they no longer care for those covenants and same shall then be terminated. In the event that no action is taken with the prescribed time, these covenants shall continue for additional periods of ten years, and for any such ten year period, such covenants may be terminated in accordance with the terms for the original termination. It is further provided that the protective covenants may be amended after the expiration of the time periods as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form, providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the lot owners of said addition and

Book 2008 Page 13815  
Recorded in the Above  
DEED Book & Page  
04/15/2008


which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

17. **Severance of Covenant:** Invalidation of any one of these covenants by Judgment or court order shall in no way affect any other provision herein contained.

**IN WITNESS HEREOF,** I/we, the undersigned property owners, of the South Mountain Estates Subdivision, Benton County, Arkansas, agree to the above Amended Covenants by affixing our signatures hereto:

Book 2008 Page 13816  
Recorded in the Above  
DEED Book & Page  
10/10/08

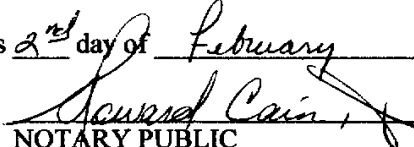
IN WITNESS HEREOF, I, the undersigned property owner,  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

  
Penne Baker, Lot 2

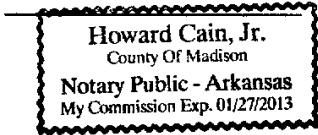
ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Madison )

**BE IT REMEMBERED**, that on this 2<sup>nd</sup> day of February, ~~2007~~<sup>2008</sup>,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Patty King, to be well known (or satisfactorily proven) as the  
person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 2<sup>nd</sup> day of February, ~~2007~~<sup>2008</sup>.  
  
NOTARY PUBLIC

My Commission Expires:



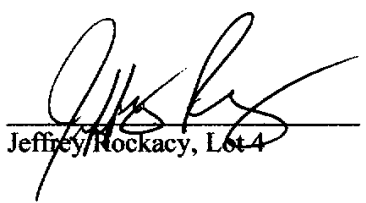






Book 2008 Page 13819  
Recorded in the Above  
DEED Book & Page

IN WITNESS HEREOF, I, the undersigned property owner of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

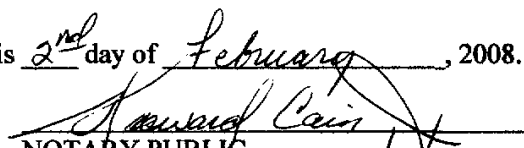
  
Jeffrey Rockacy, Lot 4

ACKNOWLEDGMENT

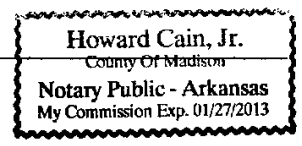
STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Madison )

**BE IT REMEMBERED**, that on this 2<sup>nd</sup> day of February, 2008,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Patty King, to be well known (or satisfactorily proven) as the  
person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 2<sup>nd</sup> day of February, 2008.

  
NOTARY PUBLIC

My Commission Expires:



Book 2008 Page 13820  
Recorded in the Above  
DEED, Book & Page

IN WITNESS HEREOF, I, the undersigned property owner, of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

Valerie Rockacy  
Valerie Rockacy, Lpt 4

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Madison )

**BE IT REMEMBERED**, that on this 2<sup>nd</sup> day of February, 2008,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Patty King, to be well known (or satisfactorily proven) as the  
person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 2<sup>nd</sup> day of February, 2008.

Howard Cain, Jr.  
NOTARY PUBLIC

My Commission Expires:  
Howard Cain, Jr.  
County Of Madison  
Notary Public - Arkansas  
My Commission Exp. 01/27/2013

IN WITNESS HEREOF, I, the undersigned property owner of the  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

*Eugene Bukont*  
Eugene Bukont, Lot 3  
EUGENE J. BUKONT-R, TRUST

ACKNOWLEDGMENT

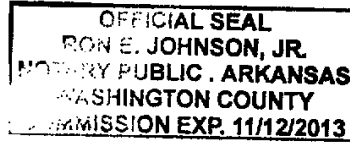
STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Washington )

**BE IT REMEMBERED**, that on this 28 day of September, 2007,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Eugene Bukont, to be well known (or satisfactorily proven) as  
the person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 28 day of September, 2007.

*Ron E. Johnson, Jr.*  
NOTARY PUBLIC

My Commission Expires:  
11-12-2013



IN WITNESS HEREOF, I, the undersigned property owner, of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

*[Handwritten Signature]*

Dorothea Bukont, Lot 5  
Dorothea M Bukont TRUST

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Washington )

**BE IT REMEMBERED**, that on this 28 day of September, 2007,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Dorothea Bukont, to be well known (or satisfactorily proven)  
as the person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 28 day of September, 2007.

*[Handwritten Signature]*

NOTARY PUBLIC

My Commission Expires:

11-12-2013

OFFICIAL SEAL  
RON E. JOHNSON, JR.  
NOTARY PUBLIC . ARKANSAS  
WASHINGTON COUNTY  
COMMISSION EXP. 11/12/2013

IN WITNESS HEREOF, I, the undersigned property owner of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:


  
Jose Fontanilla, Lot 6

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
COUNTY OF Washington ) ss

**BE IT REMEMBERED**, that on this 8 day of October, 2007,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Jose Fontanilla, to be well known (or satisfactorily proven) as  
the person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 8 day of October, 2007.

  
NOTARY PUBLIC

My Commission Expires:  
3-24-2016



Book 2008 Page 13824  
Recorded in the Above  
DEED, Book & Page

IN WITNESS HEREOF, I, the undersigned property owner, of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

Maria Judit, Lot 6

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Washington )

**BE IT REMEMBERED**, that on this 8th day of October, 2007,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Maria Judit, to be well known (or satisfactorily proven) as the  
person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 8 day of October, 2007.

NOTARY PUBLIC

My Commission Expires:

3-24-2016



IN WITNESS HEREOF, I, the undersigned property owner of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

*Jerry Suter*  
Jerry Suter, Lot 8, 9

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Benton )

BE IT REMEMBERED, that on this 2nd day of February, 2008  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Jerry Suter, to be well known (or satisfactorily proven) as the  
person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 2nd day of February, 2008

*Sarah McKinney*  
NOTARY PUBLIC

My Commission Expires:  
10-15-2017





IN WITNESS HEREOF, I, the undersigned property owner, of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

*Michelle Suter*  
Michelle Suter, Lot 8, 9

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Benton )

**BE IT REMEMBERED**, that on this 7<sup>th</sup> day of Feb, 2008,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Michelle Suter, to be well known (or satisfactorily proven) as  
the person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 7<sup>th</sup> day of Feb, 2008

*Angela Watkins*  
NOTARY PUBLIC

My Commission Expires:





IN WITNESS HEREOF, I, the undersigned property owner, of the above  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

*Zahra Hemmati*

Zahra Hemmati, Lot 10

ACKNOWLEDGMENT

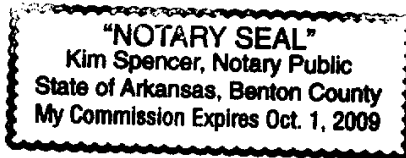
STATE OF ARKANSAS )  
 ) ss  
COUNTY OF BENTON )

**BE IT REMEMBERED**, that on this 26 day of SEPTEMBER, 2007,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Zahra Hemmati, to be well known (or satisfactorily proven) as  
the person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.


WITNESS my hand and seal on this 26 day of SEPTEMBER, 2007.

*Kim Spencer*  
NOTARY PUBLIC

My Commission Expires:  
10-1-09



IN WITNESS WHEREOF, I, the undersigned property owner, of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

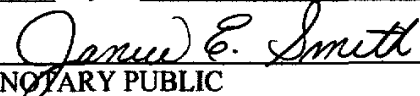
  
Howard Cain, Lot 11

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Madison )

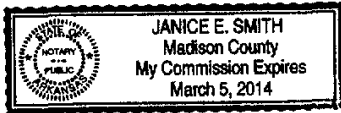
**BE IT REMEMBERED**, that on this 9 day of October, 2007,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Howard Cain, to be well known (or satisfactorily proven) as  
the person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

**WITNESS** my hand and seal on this 9 day of October, 2007.

  
NOTARY PUBLIC

My Commission Expires:

03-05-14



IN WITNESS HEREOF, I, the undersigned property owner of the above  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

Sharron Cain  
Sharron Cain, Lot 11

ACKNOWLEDGMENT

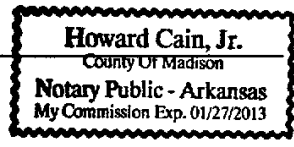
STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Madison )

BE IT REMEMBERED, that on this 9<sup>th</sup> day of October, 2007,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Sharron Cain, to be well known (or satisfactorily proven) as  
the person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.


WITNESS my hand and seal on this 9<sup>th</sup> day of October, 2007.

Sharron Cain  
NOTARY PUBLIC

My Commission Expires:



IN WITNESS HEREOF, I, the undersigned property owner of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

  
\_\_\_\_\_  
Max Hooper, Lot 12

ACKNOWLEDGMENT

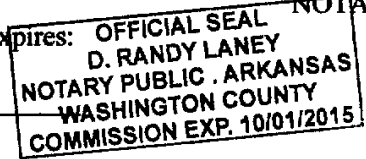
STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Washington )

BE IT REMEMBERED, that on this 27<sup>th</sup> day of September, 2007,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Mat Hooper, to be well known (or satisfactorily proven) as the  
person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 27<sup>th</sup> day of September, 2007.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



IN WITNESS HEREOF, I, the undersigned property owner, of the South Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended Covenants by affixing my signature hereto:

*Mindy Hooper*  
Mindy Hooper, Lot 12

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Washington )

**BE IT REMEMBERED**, that on this 27<sup>th</sup> day of September, 2007, came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Mindy Hooper, to be well known (or satisfactorily proven) as the person whose name appears on the above and foregoing Amendment to Restrictive Covenants, and acknowledged that he/she had signed and executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 27<sup>th</sup> day of September, 2007.

My Commission Expires: \_\_\_\_\_

OFFICIAL SEAL  
D. RANDY LANEY  
NOTARY PUBLIC - ARKANSAS  
WASHINGTON COUNTY  
COMMISSION EXP. 10/01/2015

*Plavery*  
\_\_\_\_\_

IN WITNESS HEREOF, I, the undersigned property owner of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:


  
Curt Schneidwind, Lot 13

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Washington )

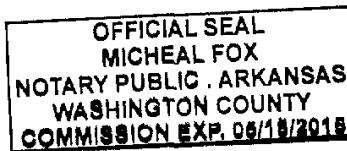
**BE IT REMEMBERED**, that on this 25<sup>th</sup> day of September, 2007,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Curt Schneidwind, to be well known (or satisfactorily proven)  
as the person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 25<sup>th</sup> day of September, 2007.

  
NOTARY PUBLIC


My Commission Expires:

5/18/2015





IN WITNESS HEREOF, I, the undersigned property owner of the above  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

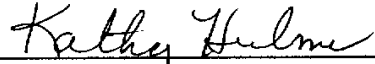
  
Sherie Schneidwind, Lot 13

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Benton )

**BE IT REMEMBERED**, that on this 27 day of Sept., 2007,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Sherie Schneidwind, to be well known (or satisfactorily  
proven) as the person whose name appears on the above and foregoing Amendment to  
Restrictive Covenants, and acknowledged that he/she had signed and executed the same  
for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 27 day of Sept, 2007.

  
NOTARY PUBLIC

My Commission Expires:  
**KATHY HULME**  
12359721  
NOTARY PUBLIC  
BENTON COUNTY, ARKANSAS  
My Commission Expires 3-28-2017



IN WITNESS HEREOF, I, the undersigned property owner, of the South Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended Covenants by affixing my signature hereto:

Bernard Leonard

Bernard Leonard, Lot 14

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Washington )

BE IT REMEMBERED, that on this 21 day of JANUARY, 2008, came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, ~~Rene Baker~~ <sup>Realene Atwood</sup>, to be well known (or satisfactorily proven) as the person whose name appears on the above and foregoing Amendment to Restrictive Covenants, and acknowledged that he/she had signed and executed the same for the consideration and purposes therein mentioned and set forth.

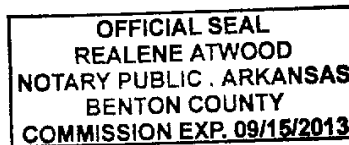
WITNESS my hand and seal on this 21 day of January, 2008.

Realene Atwood

NOTARY PUBLIC

My Commission Expires:

9/15/2013



IN WITNESS HEREOF, I, the undersigned property owner, of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

John Willett, Lot 16

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Benton )

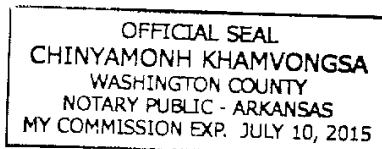
**BE IT REMEMBERED**, that on this 1<sup>st</sup> day of Feb, <sup>2008</sup>~~2007~~,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, John Willett, to be well known (or satisfactorily proven) as the  
person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 1<sup>st</sup> day of Feb, <sup>2008</sup>~~2007~~.

  
NOTARY PUBLIC

My Commission Expires:

July 10, 2015



IN WITNESS WHEREOF, I, the undersigned property owner, of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

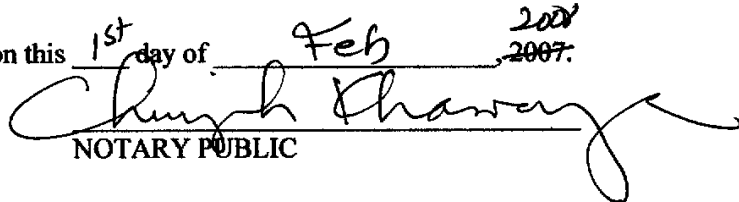
  
Karen Willett, Lot 16

ACKNOWLEDGMENT

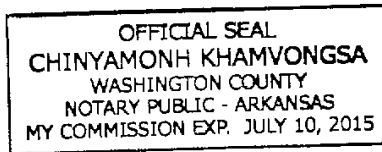
STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Benton )

**BE IT REMEMBERED**, that on this 1<sup>st</sup> day of Feb., 2008,  
2007,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Karen Willett, to be well known (or satisfactorily proven) as  
the person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 1<sup>st</sup> day of Feb, 2008,  
2007.

  
NOTARY PUBLIC

My Commission Expires:  
July 10 2015



IN WITNESS HEREOF, I, the undersigned property owner of the  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

Clay King  
Clay King, Lots 18, 19

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Washington )


**BE IT REMEMBERED**, that on this 30<sup>th</sup> day of January, 2008,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Clay King, to be well known (or satisfactorily proven) as the  
person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 30<sup>th</sup> day of January, 2008.

Kevin Jay Anderson  
NOTARY PUBLIC

My Commission Expires:  
8/16/2014

IN WITNESS HEREOF, I, the undersigned property owner, of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

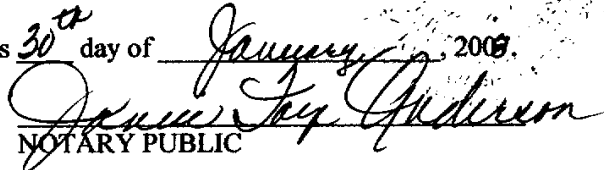
  
\_\_\_\_\_  
Patty King, Lots 18, 19

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 )  
COUNTY OF Washington ) ss  
 )

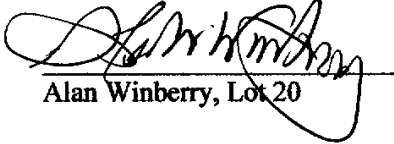
**BE IT REMEMBERED**, that on this 30<sup>th</sup> day of January, 2008,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Patty King, to be well known (or satisfactorily proven) as the  
person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 30<sup>th</sup> day of January, 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
8/16/2016

IN WITNESS HEREOF, I, the undersigned property owner, of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:


  
Alan Winberry, Lot 20

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Fulton )

**BE IT REMEMBERED**, that on this 2 day of October, 2007,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Alan Winberry, to be well known (or satisfactorily proven) as  
the person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 2 day of October, 2007.

  
NOTARY PUBLIC

My Commission Expires:  
02/21/2015





IN WITNESS HEREOF, I, the undersigned property owner of the South  
Mountain Estates Subdivision, Benton County, Arkansas, agree to the Amended  
Covenants by affixing my signature hereto:

Linda D. Winberry  
Linda D. Winberry, Lot 20

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF Fulton )

**BE IT REMEMBERED**, that on this 2 day of October, 2007,  
came before the undersigned, a Notary Public within and for the County aforesaid, duly  
commissioned and acting, Linda D. Winberry, to be well known (or satisfactorily proven)  
as the person whose name appears on the above and foregoing Amendment to Restrictive  
Covenants, and acknowledged that he/she had signed and executed the same for the  
consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 2 day of October, 2007.

Carnie David Sokol  
NOTARY PUBLIC

My Commission Expires:  
02/21/2015



Book 2008 Page 13843  
Recorded in the Above  
DEED Book & Page  
04/15/2008

Benton County, AR  
I certify this instrument was filed on  
04/15/2008 2:41:39PM  
and recorded in DEED Book  
2008 at pages 0013810 - 0013843  
Brenda DeShields-Circuit Clerk

