

Ratification & adoption

For release hereof see Record 509

Page 665 3-3-77

Josephine R. Heyland, Clerk

2115 by Virginia Hulsey

509 PAGE 188

FILED FOR RECORD

At 3:15 O'Clock P. M.

FEB 16 1977

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

BILL OF ASSURANCES AND PROTECTIVE COVENANTS

FOR OLIVEWOOD SUBDIVISION,
BENTON COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That Gene L. Thrasher and George F. Merwin, D/B/A Osage Properties, as subdividers and owners of all the lots and blocks in Olivewood Subdivision, in Benton County, Arkansas, hereby enters the following Bill of Assurances and Protective Covenants with reference to buildings and lots in the said plat of the said Subdivision now on file in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

1. No lot in said Subdivision shall be used except for residential purposes.
2. No dwelling shall be constructed upon any lot or lots of said Subdivision other than a dwelling not to exceed two and onehalf stories in height.
3. No single family dwelling shall be permitted on any lot or lots in Subdivision unless total floor area of the main structure, exclusive of open porches and garages or carports, shall be at least 960 square feet in area. It being the intent of these covenants to assure that no dwelling shall be erected which contains less than the minimum square feet of living area as set out above.
4. All dwellings and structures located on the lots in said Subdivision shall be located in conformity with the setback requirements of the City of Rogers, Arkansas, Ordinances and in accordance and conformity with the setback lines shown on the recorded plat.
5. No inoperative or junk motor vehicle or other vehicle shall be permitted to remain upon any lot or lots or in any public street in said Subdivision for a period in excess of 10 days.
6. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done on any lot or lots which may be or may become a nuisance to the neighborhood.
7. No structure of a temporary character, trailer, basement, tent, shack, barn, mobile home or outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
8. No outbuilding shall be constructed on any lot or lots in said Subdivision which shall exceed 120 square feet in area and such outbuilding shall be so constructed as will not detract from the general appearance of the neighborhood. Said outbuildings to be constructed of substantial material and with such workmanship as to make said structure attractive to the general neighborhood.
9. No lot shall be re-subdivided for the purpose of creating buildings upon said subdivided lot, provided that parts of two or more lots may be used as a single building site.
10. Each dwelling in said Subdivision shall have a concrete drive connecting garage of said dwelling to the street. No dwelling except with attached garage or carport shall be constructed.
11. No animals or livestock of any kind shall be raised, kept, or bred on any lots in said Subdivision except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that same are not a nuisance to the neighborhood. No poultry of any kind shall be kept on any lot in said Subdivision.
12. No fence of any kind which would obstruct free vision or movement of air shall be erected from the front of any dwelling to or between the street. No plant, shrubbery, hedge, tree, or other fructus naturales shall be planted on any corner lot intersection where said fructus naturales would create a traffic hazard.
13. These covenants and restrictions are to run with the land and apply to this Subdivision and shall be binding upon all the parties, their heirs, and assigns, for a period of twenty-five (25) years from the date hereof. At any time within six (6) months from the expiration period a majority of the lot owners may express their intention in writing drafted so as to be recorded

mail to

*Osage Properties
2000 Hwy 102 East
Bentonville, Ark*

OLIVEWOOD SUBDIVISION

with the Registrar of Deeds that they no longer care for these covenants to be effective, and the same shall then be terminated. In the event that no such action is taken, these covenants shall continue for periods of five years, and after any such five year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that these protective covenants may be amended after the expiration time period as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form, provided that said amendment or amendments shall be incorporated in a written instrument executed by not less than a majority of the lot owners of said Subdivision, and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

14. It is further provided that these covenants and restrictions may be amended at any time provided that said amendment or amendments are set forth in an instrument properly executed by all parties having any right title or interest in the lots or said Subdivision and properly recorded with the Registrar of Deeds.

15. If the parties herein or any of them or their heirs or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants and restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions and to either prevent him or them from so doing or to recover damages or other penalties for such violation.

16. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions herein contained.

WITNESS our hands and seals this 1 day of Feb, 1977.

Gene L. Thrasher
Gene L. Thrasher

George F. Merwin
George F. Merwin

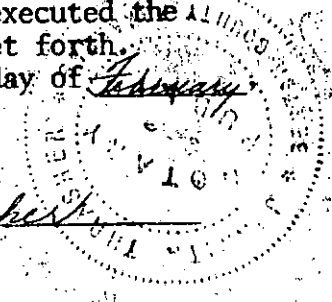
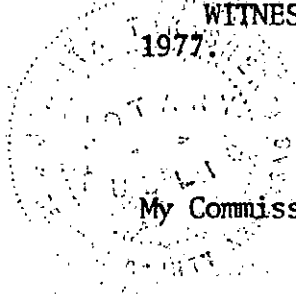
D/B/A OSAGE PROPERTIES

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF BENTON)

BE IT REMEMBERED, That on this day before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Gene L. Thrasher and George F. Merwin, D/B/A Osage Properties, to me well known as the grantors in the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 1st day of February, 1977.



Jeanette Thrasher
Notary Public

My Commission expires: Nov 7, 1979

5/21 cont

FILED FOR RECORD
At 2:35 O'Clock P.M.

BOOK 577 PAGE 413

DEC 6 1981

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

AMENDED BILL OF ASSURANCES AND PROTECTIVE COVENANTS
FOR OLIVEWOOD SUBDIVISION, BENTON COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That Gene L. Thrasher and George F. Merwin, d/b/a Osage Properties, and Cleman K. Neff, d/b/a Cleman Neff Design-Builder, the developers of OLIVEWOOD SUBDIVISION, Benton County, Arkansas, and their grantees, representing all of the owners of all lots and blocks of said subdivision, hereby enter the following amendments to the Bill of Assurances and Protective Covenants dated February 1, 1977, and filed for record February 16, 1977, in Book 509 Page 188, et sec., of the Deed Records of Benton County, Arkansas.

Paragraphs No. 2, 3, 4, 5, 8, 9 and 10 shall be revised as follows:

2. No dwelling shall be constructed upon any lot, lots or lot split of an existing lot of said subdivision other than a dwelling not to exceed 2½ stories in height.

3. No single-family dwelling shall be permitted on any lot, lots or lot split in the subdivision unless the total floor area of the main structure, exclusive of open porches and garages or carports, shall consist of at least 960 square feet in area, and multiple units shall not be less than 750 square feet.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any are shown thereon. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 7½ feet to the interior lot line. No dwelling shall be located on any interior nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. However, the interior setback requirements shall not apply to such lots or lot splits designated for townhouse or rowhouse development and where plans for such development have been approved by a competent planning authority or authorities.

5. No inoperative or junk motor vehicle or other vehicle shall be permitted to remain upon any lot or lots or in any public street in said subdivision.

8. No outbuilding shall be constructed on any lot, lots or lot split in said subdivision exceeding 120 square feet in area; and such outbuilding shall be constructed of the same material and with the same workmanship as the residential structure.

9. No lot shall be re-subdivided for the purpose

Cleman Neff
2501 N 14th Place
Rogers, Ar

of placing a structure upon said subdivided lot; provided that parts of two or more lots may be used as a single building site where the combined lots exceed one platted lot. However, the provisions of this covenant shall not apply to any lots or lot splits designated for townhouse or rowhouse development approved by a competent planning authority or authorities.

10. Each dwelling in the subdivision shall have a concrete driveway connecting the garage of the dwelling to the street. No dwelling except with attached garage or carport shall be constructed. However, there shall be no requirement for a garage or concrete driveway on lots or lot splits designated for townhouse or rowhouse development approved by a competent planning authority or authorities.

WITNESS our hands and seals this 20th day of July, 1979.

Gene L. Thrasher
GENE L. THRASHER

Gregory S. Thompson
GREGORY S. THOMPSON

Juanita N. Thrasher
JUANITA N. THRASHER

Sherry L. Thompson
SHERRY L. THOMPSON

George F. Merwin
GEORGE F. MERWIN

John M. Laughlin
JOHN M. LAUGHLIN

Elinore B. Merwin
ELINORE B. MERWIN

Gladys Laughlin
GLADYS LAUGHLIN

d/b/a OSAGE PROPERTIES

Nona R. Wilson
NONA R. WILSON

Clemon K. Neff
CLEMAN K. NEFF

Jerold B. Schinall
JEROLD B. SCHINALL

Margaret A. Neff
MARGARET A. NEFF

Judith B. Schinall
JUDITH B. SCHINALL

d/b/a CLEMAN NEFF DESIGN-BUILDER

Richard D. Waddle
RICHARD D. WADDLE

Cleat E. Wilson
CLEAT E. WILSON

Deborah J. Waddle
DEBORAH J. WADDLE

Mattie J. Wilson
MATTIE J. WILSON

Margaret G. Risenhoover
MARGARET G. RISENHOOVER

x Norman L. Farrar Jr. of 3 Pages Page 2 Jacki Farrar x

700

AMENDED BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR OLIVEWOOD SUBDIVISION, BENTON COUNTY, ARKANSAS

At 3:30 O'Clock P.M.

MAY 21 1982

KNOW ALL MEN BY THESE PRESENTS:

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

That Gene L. Thrasher and George F. Merwin, d/b/a/ Osage Properties, and Cleman K. Neff, d/b/a Cleman Neff Design - Builder, the developers of OLIVEWOOD SUBDIVISION, Benton County, Arkansas, and their grantees, representing all of the owners of all lots and blocks of said subdivision, hereby enter the following amendments to the Bill of Assurances and Protective Covenants dated February 1, 1977, and filed for record February 16, 1977, in Book 509 Page 188, et sec., of the Deed Records of Benton County, Arkansas.

Paragraphs No. 2, 3, 4, 5, 8, 9 and 10 shall be revised as follows:

2. No dwelling shall be constructed upon any lot, lots or lot split of an existing lot of said subdivision other than a dwelling not to exceed 2½ stories in height.

3. No single - family dwelling shall be permitted on any lot, lots or lot split in the subdivision unless the total floor area of the main structure, exclusive of open porches and garages or carports, shall consist of at least 960 square feet in area, and multiple units shall not be less than 540 square feet.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any are shown thereon. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 7½ feet to the interior lot line. No dwelling shall be located on any interior nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. However, the interior setback requirements shall not apply to such lots or lot splits designated for townhouse or rowhouse development and where plans for such development have been approved by a competent authority or authorities.

5. No inoperative or junk motor vehicle or other vehicle shall be permitted to remain upon any lot or lots or in any public street in said subdivision.

8. No outbuilding shall be constructed on any lot, lots or lot split in said subdivision exceeding 120 square feet in area; and such outbuilding shall be constructed of the same material and with the same workmanship as the residential structure.

9. No lot shall be re-subdivided for the purpose of placing a structure upon said subdivided lot; provided that parts of two or more lots may be used as a single building site where the combined lots exceed one platted lot. However, the provisions of this covenant shall not apply to

Ret: Cleman Neff

2501 N. 14th PL - Rogers

any lots or lot splits designated for townhouse or rowhouse development approved by a competent planning authority or authorities.

10. Each dwelling in the subdivision shall have a concrete driveway connecting the garage of the dwelling to the street. No dwelling except with attached garage or carport shall be constructed. However, there shall be no lot splits designated for townhouse or rowhouse development approved by a competent planning authority or authorities.

WITNESS our hands and seals this 21st day of May 1982.

Gene L. Thrasher
GENE L. THRASHER

G. S. Thompson
GREGORY S. THOMPSON

Juanita N. Thrasher
JUANITA N. THRASHER

Sherry L. Thompson
SHERRY L. THOMPSON

George F. Merwin
GEORGE F. MERWIN

John M. Laughlin
JOHN M. LAUGHLIN

Elinore B. Merwin
ELINORE B. MERWIN

Gladys Laughlin
GLADYS LAUGHLIN

d/b/a OSAGE PROPERTIES

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NONA R. WILSON

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CLEMAN K. NEFF

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GEROLD B. SCHINALL

Margaret A. Neff
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Judith B. Schinall
JUDITH B. SCHINALL

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Deborah J. Waddle
DEBORAH J. WADDLE

Mattie J. Wilson
MATTIE J. WILSON

Margaret G. Risenhoover
MARGARET G. RISENHOOVER

x Norman L. Farrar, Jr. of 5 Pages

Jacki Farrar x

Ronald Simpson
 Ronald Simpson
 Mr. & Mrs. Ronald Simpson
 Elaine Simpson
 Elaine Simpson

Gail Callison
 Gail Callison
 Jim Callison
 Jim Callison

Mrs. Antonia Morrison
 Mrs. Antonia Morrison
 Linda Wilkerson
 Linda Wilkerson

Nolen Hicks
 Nolen Hicks
 Kathryn Hicks
 Kathryn Hicks

Gary Ewing
 Gary Ewing
 Lisa Ewing
 Lisa Ewing

Loretta Phillips
 Loretta Phillips
 Lloyd Biles
 Lloyd Biles

Tom Alton
 Tom Alton
 Waukeana Alton
 Waukeana Alton

Sharon Woodall
 Sharon Woodall

Bobby Baggett
 Bobby Baggett
 Connie Baggett
 Connie Baggett

Jack Johnson
 Mr. and Mrs. Jack Johnson
 Jack Johnson
 Tammy Johnson
 Tammy Johnson

Curtis Mortensen
 Curtis Mortensen
 Sandy Mortensen
 Curtis Mortensen
 Sandy Mortensen

Mary Allen and Gerald A. Allen
 Mary Allen and Gerald A. Allen

Kae Goff
 Kae Goff
 Barbara Boyd
 Barbara Boyd

Brenda W. Bowles
 Brenda W. Bowles
 Lori Metcalf
 Lori Metcalf

Darrell Metcalf
 Darrell Metcalf
 Patricia Taylor
 Patricia Taylor

Theresa House
 Theresa House
 Diana Fogle
 Diana Fogle

H. Lee Halsell
 H. Lee Halsell

Debbie J. Callison
 Debbie J. Callison
 Tommy E. Callison
 Tommy E. Callison

Randy S. Lowe
 Randy S. Lowe
 Nancy J. Lowe
 Nancy J. Lowe

Allen Cornog
 Allen Cornog
 Donna M. Boutwell
 Donna M. Boutwell

Witness our hands and seal this 21st day of May 1982.

Scott Burk
Scott Burk

Kelly Burk
Kelly Burk

Carolyn Sommer
Carolyn Sommer

Deltha L. Garrigus
Deltha L. Garrigus

Diana Davis
Diana Davis

Michael J. Davis
Michael J. Davis

Cynthia L. Smith
Cynthia L. Smith

Michael D. Smith
Michael D. Smith

Scott Duncan
Scott Duncan

Diana Duncan
Diana Duncan

Debbie Clifford
Debbie Clifford

Cathy McCauley
Cathy McCauley

Pam Russell
Pam Russell

4

notarized 10/10

201 11.17 1 - Koyne

STATE OF ARKANSAS)
COUNTY OF BENTON)

ACKNOWLEDGEMENT

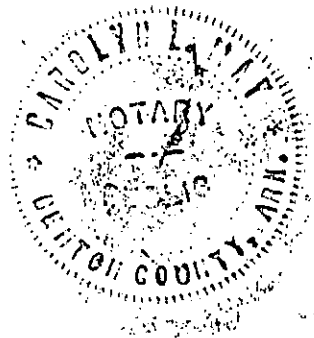
Be it remembered that on this day appeared before me, the undersigned Notary Public within and for the said County and State, duly commissioned and acting, the within named GENE L. THRASHER, JUANITA N. THRASHER, GEORGE F. MERWIN, AND ELINORE B. MERWIN, d/b/a OSAGE PROPERTIES, CLEMAN K. NEFF and MARGARET A. NEFF, d/b/a CLEMAN NEFF DESIGN - BUILDER, CLENT E. WILSON, MATTIE J. WILSON, GREGORY S. THOMPSON, SHERRY L. THOMPSON, JOHN M. LAUGHLIN, GLADYS LAUGHLIN, NONA R. WILSON, JEROLD B. SCHINALL, JUDITH B. SCHINALL, RICHARD D. WADDLE AND DEBORAH J. WADDLE, SCOTT BURK, KELLY BURK, CAROLYN SOMMER, DIANA DAVIS, MICHAEL J. DAVIS, CYNTHIA L. SMITH, MICHAEL D. SMITH, SCOTT DUNCAN, DIANA DUNCAN, DEBBIE CLIFFORD, CATHY MC CAULLEY, PAM RUSSELL, RONALD SIMPSON, ELAINE SIMPSON, GAIL CALLISON, JIM CALLISON, ANTONIA MORRISON, LINDA WILKERSON, NOLEN HICKS, KATHRYN HICKS, GARY EWING, LISA EWING, LLOYD BILES, TOM ALTON, WAUKEANA ALTON, SHARON WOODALL, BOBBY BAGGETT, CONNIE BAGGETT, JACK JOHNSON, TAMMY JOHNSON, CURTIS MORTENSON, SANDY MORTENSON, MARY ALLEN, GERALD A. ALLEN, KAE GOFF, BARBARA BOYD, BRENDA W. BOWLES, LORI METCALF, DARRELL METCALF, PATRICIA TAYLOR, THERESA HOUSE, DIANA FOGLE, H. LEE HALSELL, DEBBIE J. CALLISON, TOMMY E. CALLISON, RANDY S. LOWE, NANCY J. LOWE, ALLEN CORNOG, DONNA M. BOUTWELL, to me well known as the persons whose names appear in the above Amended Bill of Assurances and Protective Covenants, and further stated to me that they had signed the same for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal as such Notary Public on this 21st day of May 1982.

My commission expires:

5/3/90

Carolyn L. May
Notary Public



per. return 1/10

FILED FOR RECORD

At 8:50 O'Clock A.M.

APR 9 1982

JOSEPHINE R. HEYLAND

Clark and Recorder
BENTON COUNTY, ARK.AMENDED BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR
OLIVEWOOD SUBDIVISION, BENTON COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That Gene L. Thrasher and George F. Merwin, d/b/a Osage Properties, and Cleman K. Neff, d/b/a Cleman Neff Design-Builder, the developers of OLIVEWOOD SUBDIVISION, Benton County, Arkansas, and their grantees, representing all of the owners of all lots and blocks of said subdivision, hereby enter the following amendments to the Bill of Assurances and Protective Covenants dated February 1, 1977, and filed for record February 16, 1977, in Book 509 Page 188, et sec., of the Deed Records of Benton County, Arkansas.

Paragraphs No. 2, 3, 4, 5, 8, 9 and 10 shall be revised as follows:

2. No dwelling shall be constructed upon any lot, lots or lot split of an existing lot of said subdivision other than a dwelling not to exceed $2\frac{1}{2}$ stories in height.

3. No single - family dwelling shall be permitted on any lot, lots or lot split in the subdivision unless the total floor area of the main structure, exclusive of open porches and garages or carports, shall consist of at least 960 square feet in area, and multiple units shall not be less than 540 square feet.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any are shown thereon. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 20 feet to any side street line. No building shall be located nearer than $7\frac{1}{2}$ feet to the interior lot line. No dwelling shall be located on any interior nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. However, the interior setback requirements shall not apply to such lots or lot splits designated for townhouse or rowhouse development and where plans for such development have been approved by a competent planning authority or authorities.

5. No inoperative or junk motor vehicle or other vehicle shall be permitted to remain upon any lot or lots or in any public street in said subdivision.

8. No outbuilding shall be constructed on any lot, lots or lot split in said subdivision exceeding 120 square feet in area; and such outbuilding shall be constructed of the same material and with the same workmanship as the residential structure.

9. No lot shall be re-subdivided for the purpose

RETURN TO:

CLEMAN NEFF
2501 N. 17TH AVENUE
ROGERS, ARK. 72676

of placing a structure upon said subdivided lot; provided that parts of two or more lots may be used as a single building site where the combined lots exceed one platted lot. However, the provisions of this covenant shall not apply to any lots or lot splits designated for townhouse or rowhouse development approved by a competent planning authority or authorities.

10. Each dwelling in the subdivision shall have a concrete driveway connecting the garage of the dwelling to the street. No dwelling except with attached garage or carport shall be constructed. However, there shall be no requirement for a garage or concrete driveway on lots or lot splits designated for townhouse or rowhouse development approved by a competent planning authority or authorities.

WITNESS our hands and seals this 20th day of July, 19 79.

Gene L. Thrasher
GENE L. THRASHER

G. S. Thompson
GREGORY S. THOMPSON

Juanita N. Thrasher
JUANITA N. THRASHER

Sherry L. Thompson
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Gladys Laughlin
GLADYS LAUGHLIN

d/b/a OSAGE PROPERTIES

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Cleman K. Neff
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Jerold B. Schinall
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Margaret A. Neff
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DEBORAH J. WADDLE

Mattie J. Wilson
MATTIE J. WILSON

Margaret G. Risenhoover
MARGARET G. RISENHOOVER

x Norman L. Farrar, Jr. Page 2 of 3 Pages

Jacki Farrar x

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

BOOK 584 PAGE 504

ACKNOWLEDGMENT

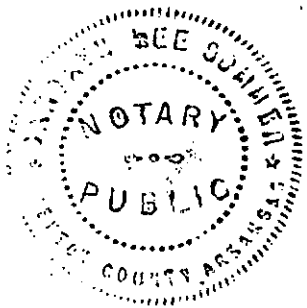
Be it remembered that on this day appeared before me, the undersigned Notary Public within and for the said County and State, duly commissioned and acting, the within named GENE L. THRASHER, JUANITA N. THRASHER, GEORGE F. MERWIN, AND ELINORE B. MERWIN, d/b/a OSAGE PROPERTIES, CLEMAN K. NEFF and MARGARET A. NEFF, d/b/a CLEMAN NEFF DESIGN - BUILDER, CLENT E. WILSON, MATTIE J. WILSON, GREGORY S. THOMPSON, SHERRY L. THOMPSON, JOHN M. LAUGHLIN, GLADYS LAUGHLIN, NONA R. WILSON, JEROLD B. SCHINALL, JUDITH B. SCHINALL, RICHARD D. WADDLE AND DEBORAH J. WADDLE, to me well known as the persons whose names appear in the above Amended Bill of Assurances and Protective Covenants, and further stated to me that they had signed the same for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal as such Notary Public on this 20th day of July, 19 79.

My commission expires:

4-27-82

Carolyn L. Sommer
Notary Public



AMENDED BILL OF ASSURANCES AND PROTECTIVE COVENANTS
FOR OLIVEWOOD SUBDIVISION, BENTON COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That Gene L. Thrasher and George F. Merwin, d/b/a Osage Properties, and Cleman K. Neff, d/b/a Cleman Neff - Design Builder, the developers of OLIVEWOOD SUBDIVISION, Benton County, Arkansas, and their grantees, representing all of the owners of all lots and blocks of said subdivision, hereby enter the following amendments to the Bill of Assurances and Protective Covenants dated February 1, 1977, and filed for record February 16, 1977, in Book 509 Page 188, et sec., of the Deed Records of Benton County, Arkansas.

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3. No single-family dwelling shall be permitted on any lot, lots or lot split in the subdivision unless the total floor area of the main structure, exclusive of open porches and garages or carports, shall consist of at least 960 square feet in area, and multiple units shall not be less than 540 square feet.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any are shown thereon. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 20 feet to any side street line. No building shall be located nearer than $7\frac{1}{2}$ feet to the interior lot line. No dwelling shall be located on any interior nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. However, the interior setback requirements shall not apply to such lots or lot splits designated for townhouse or rowhouse development and where plans for such development have been approved by a competent planning authority or authorities.
5. No inoperative or junk motor vehicle or other vehicle shall be permitted to remain upon any lot or lots or in any public street in said subdivision.
8. No outbuilding shall be constructed on any lot, lots or lot split in said subdivision exceeding 120 square feet in area; and such outbuilding shall be constructed of the same material and with the same workmanship as the residential structure.
9. No lot shall be re-subdivided for the purpose of placing a structure upon said subdivided lot; provided that parts of two or more lots may be used as a single building site where the combined lots exceed one platted lot. However, the provisions of this covenant shall not apply to any lots or lot splits designated for townhouse or rowhouse development approved by a competent planning authority or authorities.
10. Each dwelling in the subdivision shall have a concrete driveway connecting the garage of the dwelling to the street. No dwelling except with attached garage or carport shall be constructed. However, there shall be no requirement for a garage or concrete driveway on lots or lot splits designated for townhouse or rowhouse development approved by a competent planning authority or authorities.

FILED FOR RECORD

At 4:05 O'clock P.M.

JUL 13 1982

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

Neff, 2501 No. 14th Pl, Rogers, Ar. 72756

WITNESS our hands and seals this 13th day of

July, 1982.

Gene L. Thrasher
GENE L. THRASHER

Juanita N. Thrasher
JUANITA N. THRASHER

George F. Merwin
GEORGE F. MERWIN

Elinore B. Merwin
ELINORE B. MERWIN

d/b/a OSAGE PROPERTIES

Cleman K. Neff
CLEMAN K. NEFF

Margaret A. Neff
MARGARET A. NEFF

d/b/a CLEMAN NEFF - DESIGN BUILDER

Clent E. Wilson
CLENT E. WILSON

Mattie J. Wilson
MATTIE J. WILSON

Jerold B. Shinall
JEROLD B. SHINALL

Judith B. Shinall
JUDITH B. SHINALL

Nona R. Wilson
NONA R. WILSON

Richard D. Waddle
RICHARD D. WADDLE

Deborah J. Waddle
DEBORAH J. WADDLE

Margaret Risenhoover
MARGARET RISENHOOVER

Gail Callison
GAIL CALLISON

James Callison
JAMES CALLISON

Antonia Morrison
ANTONIA MORRISON

Linda Simpson
LINDA SIMPSON

Nolen Hicks
NOLEN HICKS

Kathryn Hicks
KATHRYN HICKS

Gary Ewing
GARY EWING

Lisa Ewing
LISA EWING

Thomas Alton
THOMAS ALTON

Waukeana Alton
WAUKEANA ALTON

Sharon Woodall
SHARON WOODALL

Truett King
TRUETT KING

Nancy King
NANCY KING

Donald Bain
DONALD BAIN

Pat Bain
PAT BAIN

Curtis Mortenson
CURTIS MORTENSON

Sandy Mortenson
SANDY MORTENSON

Mary E. Allen
MARY ALLEN

Gerald A. Allen
GERALD A. ALLEN

Lloyd Biles
LLOYD BILES

Brenda W. Bowles
BRENDA W. BOWLES

Theresa House
THERESA HOUSE

WITNESS our hands and seals this 13th day of

July, 1982.

Darrell Metcalf
DARRELL METCALF

Lori Metcalf
LORI METCALF

Patricia K Taylor
PATRICIA TAYLOR

Diana Fogle
DIANA FOGLE

Karen R Burcham
KAREN BURCHAM

Debbie J Callison
DEBBIE J. CALLISON

Tommy E. Callison
TOMMY E. CALLISON

Randy S. Lowe
RANDY S. LOWE

Nancy J. Lowe
NANCY J. LOWE

Donna M. Boutwell
DONNA (MC KINNEY) BOUTWELL

Carolyn L. (Sommer) May
CAROLYN L. (SOMMER) MAY

Scott Duncan
SCOTT DUNCAN

Diana Duncan
DIANA DUNCAN

Cathy McCaulley
CATHY MC CAULLEY

Perry McCaulley
PERRY-MCCAULLEY

Pam Russell
PAM RUSSELL

Roy L. Gaddy
ROY L. GADDY

Cynthia L. Smith
CYNTHIA L. SMITH

Michael D. Smith
MICHAEL D. SMITH

Barbara (Holcomb) Boyd
BARBARA (HOLCOMB) BOYD

Barbara (Holcomb) Boyd
BARBARA (HOLCOMB) BOYD

Leta Siler
Leta Siler

Charles Garrigus
Charles Garrigus

Deltha L. Garrigus
Deltha L. Garrigus

Helen M. Gann
HELEN M. GANN

Joan Martin
JOAN MARTIN

Sandra Carver Halsell
SANDRA CARVER HALSELL

Bobby Baggett
BOBBY BAGGETT

Connie Baggett
CONNIE BAGGETT

William D. White
WILLIAM D. WHITE

Helen R. White
HELEN R. WHITE

Tammy L. Johnson
TAMMY L. JOHNSON

Gloria Kay Goff
GLORIA KAY GOFF

Mike M. Regua
MIKE M. REGUA

Donna N. Regua
DONNA N. REGUA

Allen Cornog
ALLEN CORNOG

Earl R. Clark
EARL R. CLARK

Armarie Clark
ARMARIE CLARK

Jacki Farrar
JACKI FARRAR

J. Diann Baker
J. DIANN BAKER

Glenn A. Clifford
GLENN A. CLIFFORD

Deborah L. Clifford
DEBORAH L. CLIFFORD

Travis L. Garrett
TRAVIS L. GARRETT

WITNESS our hands and seals this 13 th day of

July, 1982.

Judy L. Southard
JUDY L. SOUTHARD

Paul Franklin Southard
PAUL FRANKLIN SOUTHARD

Hallie Pearson
HALLIE PEARSON

Michael Pearson
MICHAEL PEARSON

Jack Johnson
JACK JOHNSON

Mark Easley
MARK EASLEY

Ronald Simpson
RONALD SIMPSON

V. Elaine Simpson
V. ELAINE SIMPSON

Joyce Ball
JOYCE BALL

Bobby M. Ball
BOBBY MICHAEL BALL

Garry W. Zell
GARRY W. ZELL

Diana Davis
DIANA DAVIS

Michael Davis
MICHAEL DAVIS

Judy Pinkston
JUDY PINKSTON

Carla K. Easley
CARLA K. EASLEY

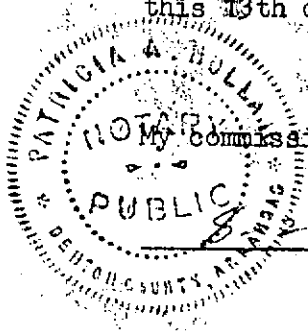
Aelena Hamil
AELENA HAMIL

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

ACKNOWLEDGMENT

Be it remembered that on this day appeared before me, the undersigned Notary Public within and for the said County and State, duly commissioned and acting, the within named GENE L. THRASHER, JUANITA N. THRASHER, GEORGE F. MERWIN, AND ELINORE B. MERWIN, d/b/a OSAGE PROPERTIES, CLEMAN K. NEFF and MARGARET A. NEFF, d/b/a CLEMAN NEFF DESIGN BUILDER, CLENT E. WILSON, MATTIE J. WILSON, JEROLD B. SHINALL, JUDITH B. SHINALL, NONA R. WILSON, RICHARD D. WADDLE, DEBORAH J. WADDLE, MARGARET RISENHOOVER, GAIL CALLISON, JAMES CALLISON, ANTONIA MORRISON, LINDA SIMPSON, NOLEN HICKS, KATHRYN HICKS, GARY EWING, LISA EWING, THOMAS ALTON, WAUKEANA ALTON, SHARON WOODALL, TRUETT KING, NANCY KING, DONALD BAIN, PAT BAIN, CURTIS MORTENSON, SANDY MORTENSON, MARY E. ALLEN, GERALD R. ALLEN, LLOYD BILES, BRENDA W. BOWLES, THERESA HOUSE, DARRELL METCALF, LORI METCALF, PATRICIA K. TAYLOR, DIANA Y. FOGLE, KAREN R. BURCHAM, DEBBIE J. CALLISON, TOMMY E. CALLISON, RANDY S. LOWE, NANCY J. LOWE, DONNA M. BOUTWELL, CAROLYN L. (SOMMER)MAY, SCOTT DUNCAN, DIANA DUNCAN, CATHY MC CAUL EY, TERRY MC CAULEY, PAMELA J. RUSSELL, ROY L. GADDY, CYNTHIA L. SMITH, MICHAEL D. SMITH, BARBARA (HOLCOMB)BOYD, LETA SILER, CHARLES GARRIGUS, DELTHA GARRIGUS, HELEN M. GANN, JOAN MARTIN, SANDRA (CARVER) HALSELL, BOBBY BAGGETT, CONNIE BAGGETT, WILLIAM D. WHITE, HELEN R. WHITE, TAMMY L. JOHNSON, GLORIA K. GOFF, MIKE M. REQUA, DONNA N. REQUA, ALLEN CORNOG, EARL R. CLARK, ARMARIE, CLARK, JACKI FARRAR, J. DIANN BAKER, GLENN A. CLIFFORD, DEBORAH L. CLIFFORD, TRAVIS L. GARRETT, JUDY L. SOUTHARD, PAUL F. SOUTHARD, HALLIE PEARSON, J. MICHAEL PEARSON, JACK JOHNSON, MARK EASLEY, RONALD SIMPSGN, V. ELAINE SIMPSON, JOYCE BALL, BOBBY M. BALL, GARRY W. YELL, DIANA DAVIS, MICHAEL DAVIS, JUDY PINKSTON, CARLA K. EASLEY, AELENA HAMIL, to me well known as the persons whose names appear in the above Amended Bill of Assurances and Protective Covenants, and further stated to me that they had signed the same for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal as such Notary Public on this 13th day of July, 1982.



My commission expires:

8-89

Patricia A. Holland
Notary Public