

addendum
For release hereon, see Record 99
Page 95295 9-7-99
Sw. Lodge, Jb Clerk

222

BOOK 366 PAGE 27 FILED FOR RECORD
At 1:45 O'Clock P.M.

PROTECTIVE COVENANTS
for
DUTCHMAN'S ~~#301~~ SECOND ADDITION
A Part of the Garner-Larimore Area
Benton County, Ark.

JUN 1 1964
JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK.

Location: Located in Part of the East half of the Northeast Quarter
of the Southeast Quarter in Section 3, Township 19 North,
Range 29 West in Benton County, Arkansas

The undersigned, Larimore and Garner, A Partnership, being the owner
of all of Dutchman's ~~1301~~ Second Addition does hereby establish and
create the following protective covenants which shall apply to all
lots, blocks, parcels and parts of lots and blocks as shown on the
recorded plat of the above addition.

I.
COVENANTS

- A. Land use and building type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.
- B. Dwelling cost, quality and size: No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1600 square feet for a one story dwelling, nor less than 1000 square feet for a dwelling of more than one story.
- C. Building location: 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 15 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 5 foot side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building setback 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 construed to permit any portion of a building on a lot to encroach upon another lot.
- D. Lot area and width: No dwelling shall be erected or placed on any less area than a complete lot as shown on the recorded plat.
- E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown, and over the front 10 feet of each lot.
- F. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No horses, cows, chickens or other farm animals may be kept on the premises, and no breeding of pets for sale may be carried on within this addition.

PROTECTIVE COVENANTS
Dutchman's "80" Second Addition

- G. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- H. Sight distance at intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

II.

GENERAL PROVISIONS

- A. Terms: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or any part.
- B. Enforcement: Enforcement shall be by proceedings at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- C. Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS OUR HANDS AND SEALS this 27 day of May 1964.

LARIMORE AND GARNER dba
Partnership

F. G. Larimore
Darrow Garner
Mary Ruth Garner

STATE OF ARKANSAS)
) ss
COUNTY OF BENTON)

On the 27 day of May 1964, before me a notary public duly commissioned, qualified and acting, within and for the county and state aforesaid, appeared in person, F. G. Larimore, Darrow Garner, and Mary Ruth Garner, to me personally well known, and stated that they had signed, executed and delivered the annexed and foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 27 day of May, 1964.

My commission expires 3-5-65



Ernest C. Spawsta
Notary Public

225

PROTECTIVE COVENANTS
for
PUTMANS SECOND SUBDIVISION

BOOK 380 PAGE 557

Location: Located in part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, in part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, in part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, in part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Sec. 2, Township 19 North, Range 29 West in Benton County, Arkansas

The undersigned, Gene Harris and Hettie M. Harris, sole owners and Darrow Garner, Inc., Developer, of the Putmans Second Subdivision, do hereby establish and create the following protective covenants which shall apply to all lots, blocks, parcels and parts of lots and blocks as shown on the recorded plat of the above subdivision:

I.

COVENANTS

- A. Land use and building type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.
- B. Dwelling cost, quality and size: No dwelling shall be permitted on any lot at a cost of less than \$30,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The first floor area of the main structure, exclusive of one story porches and garages, shall be not less than 1800 square feet for a one story dwelling, nor less than 1200 square feet for a dwelling of more than one story, and the combined enclosed living area of either a one story or two story dwelling shall not be less than 1800 square feet.
- C. Building location: 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. No building shall be located nearer than 10 feet to an interior lot line, except a 5 foot side yard shall be required for a garage or other permitted accessory building, located 35 feet or more from the minimum building setback 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 construed to permit any portion of a building on a lot to encroach upon another lot.
- D. Lot area and width: No dwelling shall be erected or placed on any less area than a complete lot as shown on the recorded plat.
- E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown, and over the front 5 feet of each lot.
- F. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No horses, cows, chickens or other farm animals may be kept on the premises, and no breeding of pets for sale may be carried on within this addition. No pets shall be allowed to run loose in the neighborhood.
- G. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. No trailer shall be kept on any lot for more than 2 days, except for use as a construction office during the construction of a residence.

FILED FOR RECORD
At 9:40 O'Clock A.M.

MAY 13 1966

JOSEPHINE R. HEYLAND

Clerk and Recorder

BENTON COUNTY, ARK.

H. Sight distance at intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

II.

GENERAL PROVISIONS

- A. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years, from the date these covenants are recorded, after which time said covenants will be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or any part.
- B. Enforcement: Enforcement shall be by proceedings at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- C. Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESSETH our hands and seals this 6 Day of May, 1966

DARROW GARNER, INC.
Developer

By Darrow Garner Pres.
Mary Ruth Garner Secy.

Gene Harris Owner
Hettie M. Harris Owner



STATE OF ARKANSAS }
COUNTY OF BENTON } ss

On the 6 day of May, 1966, before me a Notary Public duly commissioned, qualified and acting, within and for the county and state aforesaid, appeared in person, Gene Harris and Hettie M. Harris, husband and wife, to me personally well known, and stated that they were the sole owners of the Putmans Second Subdivision, and Darrow Garner and Mary Ruth Garner, to me personally well known, and stated that they were the president and secretary of Darrow Garner, Inc., a corporation, and are duly authorized in their respective capacities to execute the annexed and foregoing instrument, and that they had so signed, executed and delivered the same for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 6 day of May, 1966.

Esther A. Spaulstra
 Notary Public
 My commission expires 3-5-69

*Return
Darrow Garner
Box 325
Rogers*

Esther A. Spaulstra
Notary Public

FILED FOR RECORD

At 1:30 O'clock P M

BOOK 708 PAGE 381

JUL 03 1989

SUE HODGES

Clerk and Recorder
BENTON COUNTY, ARK.

Page 1

ADDENDUM TO PROTECTIVE COVENANTS FOR:
DUTCHMAN'S SECOND ADDITION

We, the undersigned, being a majority of the owners of lots in Dutchman's Second Addition do hereby authorize the following amendment to Paragraph "F" of the Protective Covenants and the following amendments to Paragraphs "A" and "B" of the General Provisions covering this addition as recorded at Book 366, Pages 27 and 28 on June 1, 1964 in the Circuit Clerk's Office, Benton County, Arkansas.

"NUISANCES: Activities shall not be carried upon any lot or within any dwelling, nor shall anything be done thereon which may be or may become any annoyance to the neighborhood. Trash, limbs, leaves, tall grass or weeds in the maintained area shall not be allowed to accumulate. No burning of trash or debris without advance notice to the Beaver Lake Fire Department. Real estate signs or for sale by owner signs, open house signs during the hours of showing shall be permitted provided they are placed at least five(5) feet from the street. All other signs are prohibited. Commercial activities of any nature are prohibited from being carried on within this subdivision. One (1) garage sale per residence shall be permitted provided the sale does not exceed two (2) consecutive days in a year. Trailers of any type, recreational vehicle, camper, bus, boat, pickup shell, or any inoperative vehicle shall not be kept on any lot for more than five(5) days unless it shall be enclosed from view from any street or neighbor. Semi-trailer trucks and vehicles over one(1) ton shall be prohibited from parking in the street, driveway or yard of property owners for longer than four(4) hours unless performing repairs or services to a residence. Passenger vehicles shall be parked on driveway off street. Pets shall be leashed or penned at all times. Pets creating a nuisance shall not be allowed. No horses, cows, chickens or other farm animals may be kept on the premises and no breeding of pets for sale may be carried on within this addition. Only umbrella type clotheslines shall be allowed.

"OUTBUILDINGS: Buildings unattached to a main residence and separated from the main residence shall be deemed an outbuilding. Temporary or permanent outbuildings shall not be constructed or erected on any lot unless they are of the color and material substantially and compatible with the main residence. Outbuildings existing on any lot not conforming to this covenant on the date this addendum is recorded shall be removed at such time the property is either sold, conveyed or transferred to another party.

addendum
For reference hereof see Record 99
Page 95295 9-7-99
Sue Hodges, JB Clerk

James M. Richards
417 Patton
Rogers ar 72754

26750

"NON-OCCUPIED RESIDENCE OR LOT: A residential property vacated for four(4) months or longer for which the exterior or the residence or grounds are not being maintained shall be deemed a non-occupied residence. A non-occupied residence shall be ordered to be maintained by a majority vote of the duly constituted Property Owners Association Board of Directors in existence at such time and the costs of the maintenance shall be billed to the property owner if not otherwise borne by the property owner.

"PROPANE TANKS: Above ground propane tanks shall be prohibited unless they are enclosed from view from any street or neighbor.

"TELEVISION SATELLITE DISHES: "Satellite Dishes shall be prohibited."

"FRONT YARD FENCES: Wire or pipe fences of any kind including chain link, chicken wire, barbed wire, or any type of pipe fence shall not be permitted in the front or side yards of any home or vacant lot.

II. General Provisions

A:

"TERMS: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten(10) yeras, unless they are amended during this period, and shall be automatically extended for successive 10-year periods. These covenants may be amended by a recorded instrument signed by no more than one of the legal owners of each of a majority of the number of lots in this addition agreeing to change these covenants in part or in whole."

B:

"ENFORCEMENT: The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition or subdivision and bind the present owners, their heirs, successors and assigns, future owners and their heirs successors and assigns. All parties claiming by, through, or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, and with owners, as to the covenants and agreements herein set forth and contained. None of the covenants and agreements 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 addition or subdivision. The developer, the Prairie Creek Association (a non-profit corporation), or any owner or owners of lots in this addition or 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.

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF BENTON

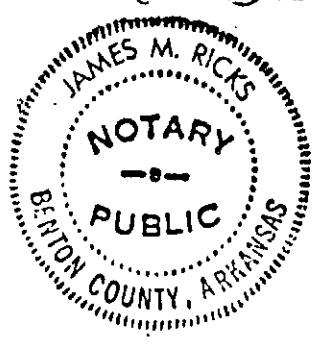
On this the 25th day of JUNE 1989, before me, a Notary Public within and for the state and county aforesaid, duly commissioned and personally appeared _____ acting.

JAMES T + Lucia Hudson, T.O. + Wandaline Hill, DARROW + MARY RUTH GARNER, Royce L. + Jo Laine, FRANCIS + DORTHY SAUERWEIN

to me well known who stated upon oath that they had executed the above and foregoing instrument for the considerations set forth herein.

James M. Ricks
Notary Public

My Commission expires: JUN 20, 1996



JUN 12 1991

SUE HODGES
Clerk of the Recorder

ADDENDUM TO PROTECTIVE COVENANTS FOR: BENTON COUNTY, ARK.
PUTMAN'S SECOND ADDITION

We, the undersigned, being a majority of the owners of lots in Putman's Second Addition hereby authorize the following amendment to Paragraph "F" of the Protective Covenants and the following amendments to Paragraphs "A" and "B" of the General Provisions covering this addition as recorded at Book 380, Pages 557 and 558 on May 13, 1966 and in the Circuit Clerk's Office, Benton County, Arkansas.

"NUISANCES: Activities shall not be carried upon any lot or within any dwelling, nor shall anything be done thereon which may be or may become any annoyance to the neighborhood. Trash, limbs, leaves, tall grass or weeds in the maintained area shall not be allowed to accumulate. No burning of trash or debris without advance notice to the Beaver Lake Fire Department. Real estate signs or for sale by owner signs and open house signs during the hours of showing shall be permitted provided they are placed at least five(5) feet from the street. All other signs are prohibited. Commercial activities of any nature are prohibited from being carried on within this subdivision. One (1) garage sale per residence shall be permitted provided the sale does not exceed two (2) consecutive days in a year. Trailers of any type, recreational vehicle, camper, bus, boat, pickup shell, or any inoperative vehicle shall not be kept on any lot for more than five(5) days unless it shall be enclosed from view from any street or neighbor. Semi-trailer trucks and vehicles over one(1) ton shall be prohibited from parking in the street, driveway or yard of property owners for longer than four(4) hours unless performing repairs or services to a residence. Passenger vehicles shall be parked on driveway off street. Pets shall be leashed or penned at all times. Pets creating a nuisance shall not be allowed. No horses, cows, chickens or other farm animals may be kept on the premises and no breeding of pets for sale may be carried on within this addition. Only umbrella type clotheslines shall be allowed.

"OUTBUILDINGS: Buildings unattached to a main residence and separated from the main residence shall be deemed an outbuilding. Temporary or permanent outbuildings shall not be constructed or erected on any lot unless they are of the color and material substantially and compatible with the main residence. Outbuildings existing on any lot not conforming to this covenant on the date this addendum is recorded shall be removed at such time the property is either sold, conveyed or transferred to another party.

"NON-OCCUPIED RESIDENCE OR LOT: A residential property vacated for four(4) months or longer for which the exterior or the residence or grounds are not being maintained shall be deemed a non-occupied residence. A non-occupied residence shall be ordered to be maintained by a majority vote of the duly constituted Property Owners Association Board of Directors in existence at such time and the costs of the maintenance shall be billed to the property owner if not otherwise borne by the property owner.

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"PROPANE TANKS: Above ground propane tanks shall be prohibited unless they are enclosed from view from any street or neighbor.

"TELEVISION SATELLITE DISHES: "Satellite Dishes shall be prohibited."

"FRONT YARD FENCES: Wire or pipe fences of any kind including chain link, chicken wire, barbed wire, or any type of pipe fence shall not be permitted in the front or side yards of any home or vacant lot.

II. GENERAL PROVISIONS

A: "TERMS: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten(10) years, unless they are amended during this period, and shall be automatically extended for successive 10-year periods. These covenants may be amended by a recorded instrument signed by no more than one of the legal owners of each of a majority of the number of lots in this addition agreeing to change these covenants in part or in whole."

B: "ENFORCEMENT: The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition or subdivision and bind the present owners, their heirs, successors and assigns, future owners and their heirs successors and assigns. All parties claiming by, through, or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, and with owners, as to the covenants and agreements herein set forth and contained. None of the covenants and agreements 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 addition or subdivision. The developer, the Prairie Creek Association (a non-profit corporation), or any owner or owners of lots in this addition or 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.

The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

The above amendments to Covenant "F" and General Provisions "A" and "B" will in no way effect the other Covenants and General Provisions as covered in the Protective Covenants filed at Book 380, Pages 557 & 558 on May 13, 1966 in the Circuit Clerk's office covering Putman's Second Addition.

WITNESSETH OUR HANDS AND SEALS THIS _____ DAY OF _____ 19____

LOT #	OWNER
3	<i>Austin Greenman</i>
5	<i>W. M. [Signature]</i>

1 AND 2	Mendel D. Feifer
12	Mary Zelenik Stone
3 AND 4	Patricia A. Kelley
a	Ocie + Smokey Williamson

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF BENTON

On this the 10th day of JUNE 1991, before me, a Notary Public within and for the state and county aforesaid, duly commissioned and qualified acting, they personally appeared

JUSTIN GROENEMAN, VALYS DRASJARS, MENDEL D. FEIFER,
MARY ZELENIK STONE, PATRICIA A. KELLEY, OCIE AND
VICLA (SMOKEY) WILLIAMSON.

91-2457

to me well known who stated upon oath that they had executed the above and foregoing instrument for the considerations set forth herein.

Theodore W. Burris

Notary Public

My Commission expires: January 1, 2001



T W Burris
550 Putman RD
Pogus, AR 72756

Recording Number: _____

if

ADDENDUM TO PROTECTIVE COVENANTS FOR:

Dutchman Two Addition

We the undersigned, being a majority of the owners of lots in Dutchman Two Addition do hereby authorize the following amendment to paragraph F & G of the Protective Covenants and the following amendments to paragraphs A, B and C of the General Provisions covering this addition as recorded at Book 366, Page 27 and 28 on June 1, 1964 and Amendment Book 708 pages 381 thru.384 Dated July 3,1989 in the Circuit Clerk's Office, Benton County, Arkansas.

NUISANCES:

- Activities shall not be carried upon any property, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
- o Trash, limbs, leaves, tall grass or weeds in the maintained area shall not be allowed to accumulate as to become an eyesore to the area.
- o Burning of garbage is prohibited. Burning of yard waste shall be permitted (within county ordinance guidelines) with advance notice to the Beaver Lake Fire Department.
- o Real Estate signs, for sale by owner signs, garage sale signs, and open house signs shall be permitted provided they are placed at least five (5) feet within the property boundaries. All other signs are prohibited.
- o Commercial activities (except for home offices that cause no activity or appearance change in the neighborhood) are prohibited from being carried on within this subdivision.
- o One (1) garage sale per residence, per year, shall be permitted, provided the sale does not exceed two (2) consecutive days in a year.
- o Trailers of any type, recreational vehicle, camper, bus, boat, pickup shell, or any inoperative vehicle shall not be kept on any lot for more than five (5) days unless it is enclosed from view from any street or neighbor.
- o No mechanical work may be done on vehicles on the property, or in view of street if work requires dismantling of parts from vehicle causing vehicle to be inoperative in excess of five (5) days.
- o Semi-trailer trucks, vehicles over one (1) ton (capacity) and vehicles of a obvious commercial type shall be prohibited from parking in the street, driveway or yard of any property for longer than four (4) hours unless performing repairs or services to a residence.
- o Resident vehicles shall be parked on driveway, or in carport, or garage
- o Pets shall be leashed or contained at all times. Pets creating a nuisance shall not be allowed. No horses, cows, chickens or other farm animals may be kept on the premises, and no breeding of pets for sale may be carried on within this addition.

This space for use by County Recorder's Office only.

E. J. Miller
 15378 Dutchmans Dr.
 Rogers, AR 72756-7870

FILED FOR RECORD
At 10:23 O'Clock A. M

SEP 07 1999

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

16549

Recording Number: _____

OUTBUILDINGS:

Buildings unattached to a main residence and separated from the main residence shall be deemed an outbuilding. Temporary or permanent outbuildings shall not be constructed or erected on any lot unless they are compatible with the main residence. Outbuildings existing on any lot not conforming to this covenant on the date this addendum is recorded shall be removed at such time the property is either sold, conveyed or transferred to another party.

NON-OCCUPIED RESIDENCE OR LOT:

A residential property vacated for four (4) months or longer for which the exterior or the residence or grounds are not being maintained shall be deemed a non-occupied residence. A non-occupied residence shall be ordered to be maintained by a majority vote of the duly constituted Prairie Creek Association Board of Directors existence at such time and the costs of the maintenance shall be billed to the property owner or not otherwise borne by the property owner.

PROPANE TANKS:

Must comply with State of Arkansas LPG regulations and should concur with Beaver Lake Fire Department recommendations.

SATELLITE DISHES:

Dishes over 24 inches in diameter must not be visible from street, and must have concurrence of adjacent property owners prior to installation.

FRONT YARD FENCES:

Wire or pipe fences of any kind including chain link, chicken wire, barbed wire, or any type of wood or man made material fence, including fences degrading to the neighborhood deemed by a majority of Prairie Creek Association Board of Directors shall not be permitted in the front yard of any home or vacant lot.

Definition: Under "Nuisances", paragraph 1, annoyance is defined as: To irritate, bother, or make somewhat angry as by repeated action, noise etc... Harm by repeated attacks, harassment, molest.

Definition: Under "Nuisances", paragraph 2, eyesore is defined as: A thing that is unpleasant to look at.

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Recording Number: _____

GENERAL PROVISIONS**TERMS:**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years, unless they are amended during this period, and shall be automatically extended for successive ten (10) year periods. Amendments will be made by a vote of the majority of landowners, one vote per lot for the legal owners.

ENFORCEMENT:

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition or subdivision and bind the present owners, their heirs, successors and assigns. All parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, with the owners, as to the covenants and agreements herein set forth and contained. None of the covenants and agreements 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 addition or subdivision. The developer, the Prairie Creek Association (A non-profit corporation), or any owner or owners of lots in this addition subdivision, shall have the right to enforce the provisions contained in these covenants or any of their addendum's or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

The above amendments to covenant F & G and General Provisions A & B and C will in no way affect the other Covenants and General Provisions as covered in the Protective Covenants filed at Book 366, page 27 and 28 on June 1, 1964 and Amendment Book 708 pages 381 thru.384 Dated July 3, 1989 in the Circuit Clerk's Office, Benton County, Arkansas, covering the Dutchman Two Addition
This space left intentionally blank

Recording Number: _____

WITNESSETH OUR HANDS AND SEALS THIS 7 DAY OF SEPTEMBER 1999.

Lot Number Owner

Signature

PART TRACT 2) PARROW WARNER, Inc.

Richard Burt, PRES.

PART TRACT 3) PARROW WARNER, Inc.

Richard Burt, PRES.

3 TRACT 8) T.V. Hilt

T.V. Hilt

PLUS PART OF TRACT 2 & 3) WANDALINE Hilt

Wandaline Hilt

LOT 1, 2, 9, 10) AUSTIN GROENEMAN

Austin Groeneman

LOT 1, 2, 9, 10) M. Maunette Groeneman

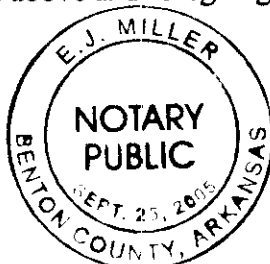
M. Maunette Groeneman

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

On this the 7 day of SEPTEMBER 1999, before me, a Notary Public within the State and County aforesaid, duly commissioned and qualified acting, they personally appeared to me will known who stated upon oath that they had executed the above and foregoing instrument for the considerations set forth herein.

SEPT 25, 2005
My commission expires



E.J. Miller
Notary Public

ADDENDUM TO PROTECTIVE COVENANTS FOR:

PUTMAN'S 2ND SUBDIVISION

20010130136

We the undersigned, being a majority of the owners of lots in **Putman's 2nd Subdivision** do hereby authorize the following amendment to paragraphs A, B, F and G of and the addition of paragraphs I, J, K, L and M to the Protective Covenants and the following amendments to paragraphs A and B of the General Provisions covering this addition as recorded at Book 380, Page 557-558 on May 13, 1966 and the Addendum recorded at 91-24584 on June 12, 1991 in the Circuit Clerk's Office, Benton County, Arkansas.

- A. **Land use and building type:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height (a story will be considered no taller than 10 feet) with a maximum of a three car garage. Tool and storage structures are to be of the same construction style and color as the house and no closer than five feet to any lot line.
- B. **Dwelling cost, quality and size:** No dwelling of less than 1800 square feet exclusive of porches and garages on the ground floor area of the main structure shall be constructed on any lot. It is the intention and purpose of this addendum to assure that all dwellings shall be of quality workmanship and use of new materials substantially the same or better than that which can be produced on the date of this addendum.

F. **Nuisances:**

- Activities shall not be carried out upon any property or within any dwelling, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
- Trash, limbs, leaves, tall grass or weeds in the maintained area shall not be allowed to accumulate as to become a eyesore to the area.
- Burning of garbage is prohibited. Burning of yard waste shall be permitted (within county ordinance guidelines) with advance notice to the Benton County Office of Emergency Services.
- Real Estate signs, for sale by owner signs, garage sale signs and open house signs shall be permitted provided they are placed at least five (5) feet within the property boundaries. All other signs are prohibited.
- Commercial activities (except for home offices that cause no activity or appearance change in the neighborhood) are prohibited from being carried on within this subdivision.
- One (1) garage sale per residence per year shall be permitted, provided the sale does not exceed two (2) consecutive days.
- Trailers of any type, recreational vehicle, camper, bus, boat, pickup shell, or any inoperative vehicle shall not be kept on any lot for more than five (5) days unless it is enclosed from view from any street or neighbor.
- No mechanical work may be done on vehicles on the property or in view of street if work requires dismantling of parts from vehicle causing the vehicle to be inoperative.
- Semi-trailer trucks, vehicles over one (1) ton capacity and vehicles of a obvious commercial type shall be prohibited from parking in the street, driveway or yard of any property for longer than four (4) hours unless performing repairs or services to a residence.
- Resident vehicles shall be parked on driveway, or in carport, or garage
- Pets shall be leashed or contained at all times. Pets creating a nuisance shall not be allowed. No horses, cows, chickens or other farm animals may be kept on the premises, and no breeding of pets for sale may be carried on within this addition.

Definition: Under "Nuisances", item 1, annoyance is defined as: To irritate, bother, or make somewhat angry as by repeated action, noise etc., harm by repeated attacks, harassment, molest.

Definition: Under "Nuisances", item 2, eyesore is defined as: A thing that is unpleasant to look at or may cause loss of value of property.

FILED FOR RECORD
At 12:20 O'Clock P M

AUG 27 2001

SUE HODGES
Clerk and Recorder
Benton County, ARK.

PRAIRIE CREEK ASSOCIATION
14432 HWY 12 EAST
ROGERS, AR. 72756

18312

G. Outbuildings:

Buildings unattached to a main residence and separated from the main residence shall be deemed an out-building. Temporary or permanent outbuildings shall not be constructed or erected on any lot unless they are compatible with the main residence. Outbuildings existing on any lot not conforming to this covenant on the date this addendum is recorded shall be removed at such time the property is either sold, conveyed or transferred to another party.

I. New Construction

All outside construction of a building must be completed within 180 days of first excavation of the land. Paint, stain, masonry or other exterior finishes also must be completed in this time period. No building material 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 street and property line. Building contractor or property owner must keep the area neat at all times. Upon completion of the improvements requiring such materials, all remaining building materials and equipment shall be removed from the subdivision. Burning of scrap materials is prohibited.

J. Non-occupied residence or lot:

A residential property vacated for four (4) months or longer for which the exterior of the residence or grounds are not being maintained shall be deemed a non-occupied residence. A non-occupied residence shall be ordered to be maintained by a majority vote of the duly constituted Prairie Creek Association Board of Directors in existence at such time and the property owner shall be liable for all maintenance costs.

K. Propane Tanks:

Must comply with State of Arkansas LPG regulations and should comply with Beaver Lake Fire Department recommendations. No combustible materials may be located within ten (10) feet of the tank

L. Satellite Dishes:

Dishes over 24 inches in diameter must not be visible from street, and must have concurrence of adjacent property owners prior to installation.

M. Front yard fences:

Fences made of wire or pipe of any kind including chain link, chicken wire, barbed wire, or any type of wood or man made material, including fences degrading to the neighborhood deemed by a majority of Prairie Creek Association Board of Directors shall not be permitted in the front yards of any home or vacant lot. Fences existing on any lot not conforming to this covenant on the date this addendum is recorded shall be removed at such time the property is either sold, conveyed or transferred to another party.

GENERAL PROVISIONS

A: Terms

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years, unless they are amended during this period, and shall be automatically extended for successive ten (10) year periods. Amendments will be made by a vote of the majority of landowners, one vote per lot for the legal owners.

B: Enforcement:

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition or subdivision and bind the present owners, their heirs, successors and assigns. All parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs,

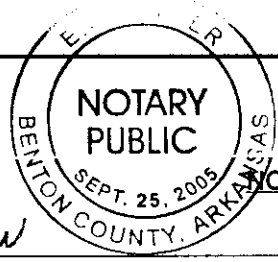
successors and assigns, with the owners, as to the covenants and agreements herein set forth and contained. None of the covenants and agreements shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the addition or subdivision. The developer, the Prairie Creek Association (a non-profit corporation), or any owner or owners of lots in this addition subdivision, shall have the right to enforce the provisions contained in these covenants or any of their addenda or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

The above amendments to covenant paragraphs A, B, F and G and the addition of paragraphs I, J, K, L and M to the Protective Covenants and the above amendments to paragraphs A and B of the General Provisions will in no way affect the other Covenants and General Provisions as covered in the Protective Covenants filed at Book 380, pages 557-558 on May 13, 1966 and the Addendum filed at 91-24584 on June 12, 1991 in the Circuit Clerk's Office, Benton County, Arkansas, covering the Putman's 2nd Subdivision.

WITNESS OUR HANDS AND SEALS THIS 27 DAY OF AUGUST, 2001.

LOT NUMBER	OWNER(S)	LOT NUMBER	OWNER(S)
102	Arnie Ruffen		
120	Shirley Stone		
110	Kayce Cotton		
114	Led Cotton		
8	Clayton Branch		
9	Clayton Branch	3	Vida E. Williamson
10	J.P. Putman	10	Maria J. Putman
4	Bob Lee	4	Mary C. King

PRAIRIE CREEK ASSOCIATION
14432 HWY 12 EAST
ROGERS, AR. 72756



STATE OF ARKANSAS **AFFIDAVIT**
 COUNTY OF BENTON
 I, HOWARD H. SAVAGE, having first duly made oath, state that I personally circulated the above Petition and that each of the above persons signed said Petition in my presence. I further state that to the best of my knowledge and belief each person correctly stated his or her name, ~~name of firm~~, residence or town of residence.
Howard H. Savage
 Signature of Petition Circulator
15271 TULSA DR ROGERS, AR 72756
 Address

STATE OF ARKANSAS **NOTARIZATION**
 COUNTY OF BENTON
 Subscribed to under penalty of perjury before me this 27 day of AUGUST Year 2001
Ed Miller
 Notary public in and for the State of Arkansas.
 My commission expires: 09-25-2005

20010130139

successors and assigns, with the owners, as to the covenants and agreements herein set forth and contained. None of the covenants and agreements 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 addition or subdivision. The developer, the Prairie Creek Association (a non-profit corporation), or any owner or owners of lots in this addition subdivision, shall have the right to enforce the provisions contained in these covenants or any of their addenda or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

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WITNESS OUR HANDS AND SEALS THIS 17TH DAY OF August, 2001.

<u>LOT NUMBER</u>	<u>OWNER(S)</u>	<u>LOT NUMBER</u>	<u>OWNER(S)</u>
<u>LOT 6 - PUTMAN'S 2ND PHASE</u>	<u>JAMES C. & ELAINE K.</u>		
<u>Subdivision - 15390 UPPER SEEST</u>	<u>See Plan - Elaine K. Plan</u>		

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON
On this the 17th day of August 2001, before me, a Notary Public within the State and County aforesaid, duly commissioned and qualified acting, they personally appeared to me well known who stated upon oath that they had executed the above and foregoing instrument for the considerations set forth herein.

September 22, 2001
My commission expires

Gay L. Clary
Notary Public

