

FILED FOR RECORD  
At 8:55 O'Clock A.M.

OCT 31 1975

JOSEPHINE R. HEYLAND  
Clerk and Recorder  
BENTON COUNTY, ARK.PROTECTIVE COVENANTS  
FOR  
RUNNYMEDE SUBDIVISION

The undersigned, RUNNYMEDE, INC., a duly authorized Arkansas corporation, being the sole owner and developer of Runnymede Subdivision, does hereby establish and create the following protective covenants which shall apply to all lots shown on the recorded plat of that property described herein-after, to-wit:

A part of the N $\frac{1}{2}$ , NW $\frac{1}{4}$ , Section 8, Township 19 North, Range 28 West, Benton County, Arkansas, more particularly described as follows: Beginning at the SW Corner of said N $\frac{1}{2}$ , NW $\frac{1}{4}$ ; Thence N 01-00-39E 982.78 feet to the Beaver Reservoir Boundary Line; Thence N 01-36-02E 331.35 feet along said Boundary Line; Thence S 89-27-40E 76.36 feet along said Boundary Line; Thence S 89-03-08E 83.30 feet along said Boundary Line; Thence S88-55-51 E 1164.79 feet; Thence S 87-19-18E 817.10 feet to the Beaver Reservoir Boundary Line; Thence S 24-09-17E 372.30 feet along said Boundary Line; Thence S 87-36-19E 163.64 feet along said Boundary Line; Thence S 02-34-52W 357.51 feet along said Boundary Line; Thence S 01-49-49W 138.93 feet along said Boundary Line; Thence S 46-22-52W 110.67 feet along said Boundary Line; Thence S 46-32-43 W 114.56 feet along said Boundary Line; Thence S 46-27-42W 241.50 feet along said Boundary Line; Thence S 73-01-34W 212.87 feet along said Boundary Line; Thence S 73-01-11W 308.53 feet along said Boundary Line; Thence N 88-05-29W 164.81 feet along said Boundary Line; Thence N 87-41-20W 1461.79 feet to the point of beginning, containing 69.88 acres, more or less.

COVENANTS

A. Land use and building type: No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, garage and necessary storage buildings.

B. Dwelling cost, quality and size: No dwelling shall be permitted on Lots 29, 30, 31, 32, 33, 34, 35, 36,

*Josephine Heyland*

37, 38, 39, 40, 41, 64, 65, 66, 67, 68, or 69, costing less than \$45,000 and on all other lots at a cost of not less than \$35,000 and said cost to be based upon costs levels prevailing at 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, workmanship, and material 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. Lot costs are excluded from cost of dwelling.

No dwelling shall be permitted on any lot having less than 2,000 square feet of enclosed living area, and if more than one story, the main floor shall have not less than 1,600 square feet of enclosed living area.

No dwelling shall be placed on any lot in this subdivision without first having such plans and specifications approved by the architectural committee which is herewith established. Such committee shall consist of the President and Secretary of Runnymede, Inc. The architectural committee or its appointed agent shall stamp on such plans its approval before any contractor or builder shall commence construction. In the absence of the committee to act, or to act favorably, Runnymede, Inc. agrees to repurchase such lot at its original sale price, provided such plans are reasonable. / Such committee shall have the power to vary such requirements in Section A through D upon good and reasonable cause. In order that the aesthetic value of the area may be retained, the architectural committee shall have jurisdiction over the cutting and planting of any and all trees higher than 20 feet.

C. Building location: No building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 20 feet to an interior lot line. For the purpose of this covenant, eaves and steps 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 to encroach upon another lot.

D. Lot area and width: In no case shall any lot be altered for the purpose of placing a dwelling on any less

area than the equivalent of the smallest lot 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 thereon, and over the front five feet of each lot.

F. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or 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. No signs of any nature may be placed on the premises once the dwelling has been occupied. No travel trailer, camper, travel bus, boat, boat trailer, inoperative car or truck shall be kept on any lot for more than two days unless it shall be enclosed or screened from sight, except a trailer used as a construction office during the construction of a residence. No outdoor clotheslines shall be permitted or allowed in this addition. No fences shall be built or used on or in this addition, excepting decorative stone or brick walls or earth retaining walls.

G. Temporary structures: No structures 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. All fuel storage tanks shall be screened from view.

H. Sight distance at intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed on or permitted to remain on any lot corner within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection

from the street property lines extended. The same sight line limitations shall apply on any part within ten feet from the intersection of a street, property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

I. General appearance provision: No weeds or undergrowth shall be permitted to grow on any of the lots in the above subdivision and same shall be cut from said lots and lands on a reasonable periodic basis. Any garbage and trash shall be maintained out of sight from the streets in such subdivision and kept in a secure metal, tin, or heavy plastic container.

J. 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.

K. 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.

L. 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.

M. Sewer easements: All lots shall be subject to easements for septic laterals of adjoining lots if needed or required to assure safe percolation, provided laterals are at least 50 feet from any residence when installed.

All lots shall further be subject to a sanitary sewer line easement in the event any governmental agency should require a central or area sanitary sewer disposal system, and the location of such easement shall be determined by the Civil Engineer for said sewer system; provided no already constructed residences shall be subject to removal.

RUNNYMEDE, INC.

ATTEST:

By: Willard E. Robertson  
Willard E. Robertson, Sec.  
By: Hardy W. Croxton  
Hardy W. Croxton, President

STATE OF ARKANSAS )  
                          ) SS  
COUNTY OF BENTON )

ACKNOWLEDGEMENT

ON this 28th day of July, 1975, before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Hardy W. Croxton and Willard E. Robertson to me personally known, who stated that they were the President and Secretary of the Runnymede, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28th day of July, 1975.

Paul Quinn  
NOTARY PUBLIC

My Commission Expires:

7-25-75

*Amendment*  
For reference hereof see Record 275  
Page 306 10-28-76  
*Josephine R. Heyland* Clerk  
*by Virginia Hulsey, Jr.*

496 PAGE 843  
FILED FOR RECORD  
At 8:15 O'clock A.M.

AMENDED PROTECTIVE COVENANTS  
FOR  
RUNNYMEDE SUBDIVISION

MAR 25 1976  
JOSEPHINE R. HEYLAND  
Clerk and Recorder  
BENTON COUNTY, ARK.

The undersigned, RUNNYMEDE, INC., a duly authorized Arkansas corporation, being the sole owner and developer of Runnymede Subdivision, does hereby establish and create the following protective covenants which shall apply to all lots shown on the recorded plat of that property described hereinafter, to-wit:

A part of the N $\frac{1}{2}$ , NW $\frac{1}{4}$ , Section 8, Township 19 North, Range 28 West, Benton County, Arkansas, more particularly described as follows: Beginning at the SW Corner of said N $\frac{1}{2}$ , NW $\frac{1}{4}$ ; thence N 01° 00' 39" E, 982.78 feet to the Beaver Reservoir Boundary Line; thence N 01° 36' 02" E, 331.35 feet along said Boundary Line; thence S 89° 27' 40" E, 76.36 feet along said Boundary Line; thence S 89° 03' 08" E, 83.30 feet along said Boundary Line; thence S 88° 55' 51" E, 1164.79 feet; thence S 87° 19' 18" E, 817.10 feet to the Beaver Reservoir Boundary Line; thence S 24° 09' 17" E, 372.30 feet along said Boundary Line; thence S 87° 36' 19" E, 163.64 feet along said Boundary Line; thence S 02° 34' 52" W, 357.51 feet along said Boundary Line; thence S 01° 49' 49" W, 138.93 feet along said Boundary Line; thence S 46° 22' 52" W, 110.67 feet along said Boundary Line; thence S 46° 32' 43" W, 114.56 feet along said Boundary Line; thence S 46° 27' 42" W, 241.50 feet along said Boundary Line; thence S 73° 01' 34" W, 212.87 feet along said Boundary Line; thence S 73° 01' 11" W, 308.53 feet along said Boundary Line; thence N 88° 05' 29" W, 164.81 feet along said Boundary Line; thence N 87° 41' 20" W, 1461.79 feet to the point of beginning, containing 69.88 acres, more or less.

COVENANTS

A. Land use and building type: No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, garage and necessary storage buildings.

*Return* →

CROXTON, BOYER, & KEITH  
Attorneys-at-Law  
420 W. Walnut  
ROGERS, ARKANSAS 72756

B. Dwelling cost, quality and size: No dwelling shall be permitted on Lots 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 64, 65, 66, 67, 68, or 69, costing less than \$45,000 and on all other lots at a cost of not less than \$35,000 and said cost to be based upon cost levels prevailing at the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwelling shall be of a quality, workmanship, and material 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. Lot costs are excluded from cost of dwelling.

No dwelling shall be permitted on any lot having less than 2,000 square feet of enclosed living area, and if more than one story, the main floor shall have not less than 1,600 square feet of enclosed living area.

No dwelling shall be placed on any lot in this subdivision without first having such plans and specifications approved by the architectural committee which is herewith established. Such committee shall consist of the President and Secretary of Runnymede, Inc., providing however, that when 30% of the lots have been sold, the committee shall consist of the President of Runnymede, Inc. and two land owners. The architectural committee or its appointed agent shall stamp on such plans its approval before any contractor or builder shall commence construction. In the absence of the committee to act, or to act favorably, any land owner may proceed to proper remedy in Chancery Court. Such committee shall have the power to vary such requirements in Section A through D upon good and reasonable cause. In order that the aesthetic value of the area may be retained, the architectural committee shall have jurisdiction over the cutting and planting of any and all trees larger than ten (10) inches in diameter.

C. Building location: No building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 20 feet to an interior lot line. For the purpose of this covenant, eaves

and steps 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 to encroach upon another lot.

D. Lot area and width: In no case shall any lot be altered for the purpose of placing a dwelling on any less area than the equivalent of the smallest lot 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 thereon, and over the front five feet of each lot.

F. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or 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. No signs of any nature may be placed on the premises once the dwelling has been occupied. No travel trailer, camper, travel bus, boat, boat trailer, inoperative car or truck shall be kept on any lot for more than two days unless it shall be enclosed or screened from sight, except a trailer used as a construction office during the construction of a residence. No outdoor clotheslines shall be permitted or allowed in this addition. No fences shall be built or used on or in this addition, excepting decorative stone or brick walls or earth retaining walls, provided, however, the architectural committee shall have the power to waive this requirement.

G. Temporary structures: No structures 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. All fuel storage tanks shall be screened from view.

H. Sight distance at intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed on or permitted to remain on any lot corner within the triangular area formed by the street property



lines and a line connecting them at points 25 feet from the intersection from the street property lines extended. The same sight line limitations shall apply on any part within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

I. General appearance provision: No weeds or undergrowth shall be permitted to grow on any of the lots in the above subdivision and same shall be cut from said lots and lands on a reasonable periodic basis. Any garbage and trash shall be maintained out of sight from the streets in such subdivision and kept in a secure metal, tin, or heavy plastic container.

J. 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.

K. 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.

L. 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.

M. Sewer easements: All lots shall be subject to easements for septic laterals of adjoining lots if needed or required to assure safe percolation, provided laterals are at least 50 feet from any residence when installed.

All lots shall further be subject to a sanitary sewer line easement in the event any governmental agency should require a central or area sanitary sewer disposal system, and the location of such easement shall be determined by the Civil Engineer for said sewer system;

provided no already constructed residences shall be subject to removal.

These Amended Protective Covenants amends those covenants and supersedes those covenants filed on October 31, 1975 in Book 491, Pages 820-824.

Dated this 20th day of March, 1976.

RUNNYMEDE, INC.

ATTEST:

By: Hardy Croxton  
Hardy W. Croxton, President

By: Willard E. Robertson  
Willard E. Robertson, Secretary

STATE OF ARKANSAS )  
                          )SS  
COUNTY OF BENTON )

ACKNOWLEDGEMENT

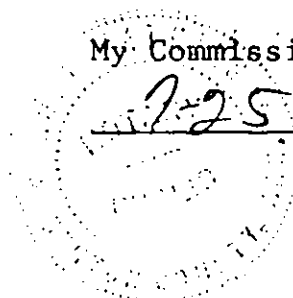
On this 20th day of March, 1976, before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Hardy W. Croxton and Willard E. Robertson to me personally known, who stated that they were the President and Secretary of the Runnymede, Inc. a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th day of March, 1976.

Suby Watkins  
NOTARY PUBLIC

My Commission Expires:

7-25-79



450  
Amendment  
dated

FILED FOR RECORD  
At 8:15 O'clock A.M.

OCT 28 1976

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

AMENDMENT TO PROTECTIVE COVENANTS  
FOR  
RUNNYMEDE SUBDIVISION

The undersigned, RUNNYMEDE, INC., a duly authorized Arkansas corporation, being the sole owner and developer of Runnymede Subdivision, does hereby amend those Amended Protective Covenants appearing in Deed Record 496, Page 843, Benton County, Arkansas, as follows:

(1) Paragraph number two in Section B shall be changed to read as follows:

"No dwelling shall be permitted on any lot having less than 1600 square feet of enclosed living area, and if more than one story, the main floor shall have not less than 1200 square feet of enclosed living area."

This Amendment to Protective Covenants does hereby amend and supersede Section B two of said Covenants filed October 31, 1975, in Book 91, Pages 820 - 824, and Amended Protective Covenants, Deed Record 496, Page 843, filed March 25, 1976.

DATED this 27th day of September, 1976.

RUNNYMEDE, INC.

BY: Hardy W. Croxton  
Hardy W. Croxton, President

ATTEST:

BY: Willard E. Robertson  
Willard E. Robertson, Secretary

STATE OF ARKANSAS        )  
                                  ) ss.        ACKNOWLEDGMENT  
COUNTY OF BENTON        )

On this 27th day of September, 1976, before the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the state and county, appeared in person the within-

named, Hardy W. Croxton and Willard F. Robertson, to me personally known, who stated that they were President and Secretary of Runnymede, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and on behalf of said corporation, and further state and acknowledge that they have so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of September, 1976.

*Joseph L. Leavitt*  
NOTARY PUBLIC

My Commission Expires:  
*March 3, 1980*

FILED FOR RECORD

AFFIDAVIT REGARDING ALL OUTLOTS At 9:53 O'clock A.M  
IN RUNNYMEDE SUBDIVISION, BENTON COUNTY, ARKANSAS

AUG 24 2000

STATE OF ARKANSAS )  
 ) ss.  
COUNTY OF BENTON )

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

Comes now Hardy W. Croxton, Sr., and after being duly sworn does hereby state on oath as follows:

1. The undersigned is the original developer of Runnymede Subdivision, a part of the North Half of Section 8, Township 19 North, Range 28 West, Benton County, Arkansas, and more particularly described in Plat Record

2. The areas designated as "Outlots" on the subdivision plat were retained for a natural preservation and natural growth, complete with a small nature trail, for the quiet enjoyment of all Runnymede Subdivision residents. These Outlots were always considered by me at the inception of this subdivision and thereafter as common property for the protection of the environment and benefit to all property owners, and never to be used or sold for any other purpose.

3. I informed all purchasers and realtors whom I have dealt with of this designation as evidenced by pamphlets that were distributed, a copy of which is attached hereto.

4. These outlots have been used, enjoyed and maintained <sup>by</sup> residents to the exclusion of all others.

5. I and other residents of Runnymede have adversely, openly, continuously and notoriously used said Outlots as common property for a period of over 25 years.

WITNESS MY HAND AND SEAL this 30 day of June, 2000.

Hardy W. Croxton Sr  
HARDY W. CROXTON, SR.

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 30 day of June, 2000.

OFFICIAL SEAL  
HARDY W. CROXTON, JR.  
NOTARY PUBLIC, ARKANSAS  
BENTON COUNTY  
COMMISSION EXPIRES 08/01/10  
Commission Expires:

Hardy W. Croxton Jr  
NOTARY PUBLIC

Cochran, Schneider &  
Croxton PA  
624 W. Walnut  
Rogers, AR 72756

**RESOLUTION OF RUNNYMEDE PROPERTY OWNERS ASSOCIATION**

We, the owners of property in Runnymede Subdivision, and members of Runnymede Property Owners Association, do hereby adopt the following Resolution:

WHEREAS, there has been some misinterpretation over or concerning the legal status of all outlots in Runnymede Subdivision; and


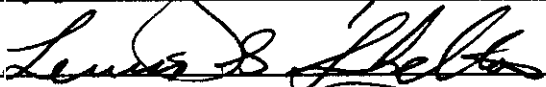

WHEREAS, we, the undersigned, have always understood and believed that all of said outlots were dedicated by Runnymede, Inc. as common property, to be preserved as a nature preserve for the benefit of owners of lots in Runnymede Subdivision; and

WHEREAS, Runnymede, Inc., Sellers, did represent to us that said outlots were dedicated to the lot owners as common property as a nature preserve for the quiet enjoyment of such lot owners in perpetuity;

NOW, THEREFORE, we, the undersigned, do hereby sign our names in order to memorialize for the record this resolution to better define the legal history of the outlots in order that no wrongful claims may intercede or be wrongfully interpreted against the rightful grant by Runnymede, Inc. and its officers to the lot owners as common property all outlots in said subdivision.

That a copy of the plat of said Runnymede Subdivision is attached hereto for the record, along with a statement of Runnymede, Inc. stating that substantial areas (Outlots) were to be retained for natural growth. Said Runnymede Subdivision is a part of the North Half, Section 8, Township 19 North, Range 28 West.

**BOARD OF DIRECTORS:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

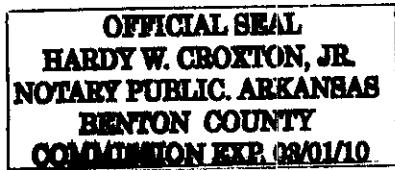
**CERTIFICATE OF SECRETARY**

I, *Charles Stockton*, certify that the above and foregoing Resolution of Runnymede Property Owners Association is a true and correct copy of a Resolution passed on the 30 day of June, 2000.

*Charles Stockton*  
\_\_\_\_\_  
SECRETARY, RUNNYMEDE PROPERTY OWNERS ASSOCIATION

STATE OF ARKANSAS )  
                                  ) ss.  
COUNTY OF *Benton* )

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 30 day of June, 2000.



*Hardy W. Croxton, Jr.*  
\_\_\_\_\_  
NOTARY PUBLIC

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

LOT OWNERS

Harry Crafton

925-2119

Helen Crafton

925-2119

Roy M. Stone

621-9756

Lewis E. Shelton

~~Billie Ann~~

925-4155

~~Harold~~

925-3309

~~Ann J. Sandell~~

925-2855

Ronald E. Nixon

925-7182

Charles Stockton

925-1605

Cheryl Stockton

925-1605

Judy W. Hexton

925-1079



LOT OWNERS

~~James J. D. ...~~  
Richard Y. ...  
Julian M. Blandelli  
David L. Stricker  
~~...~~  
Royce O. Johnson II  
Hardy W. Cox Jr

925-3126

925-7022

925-2855

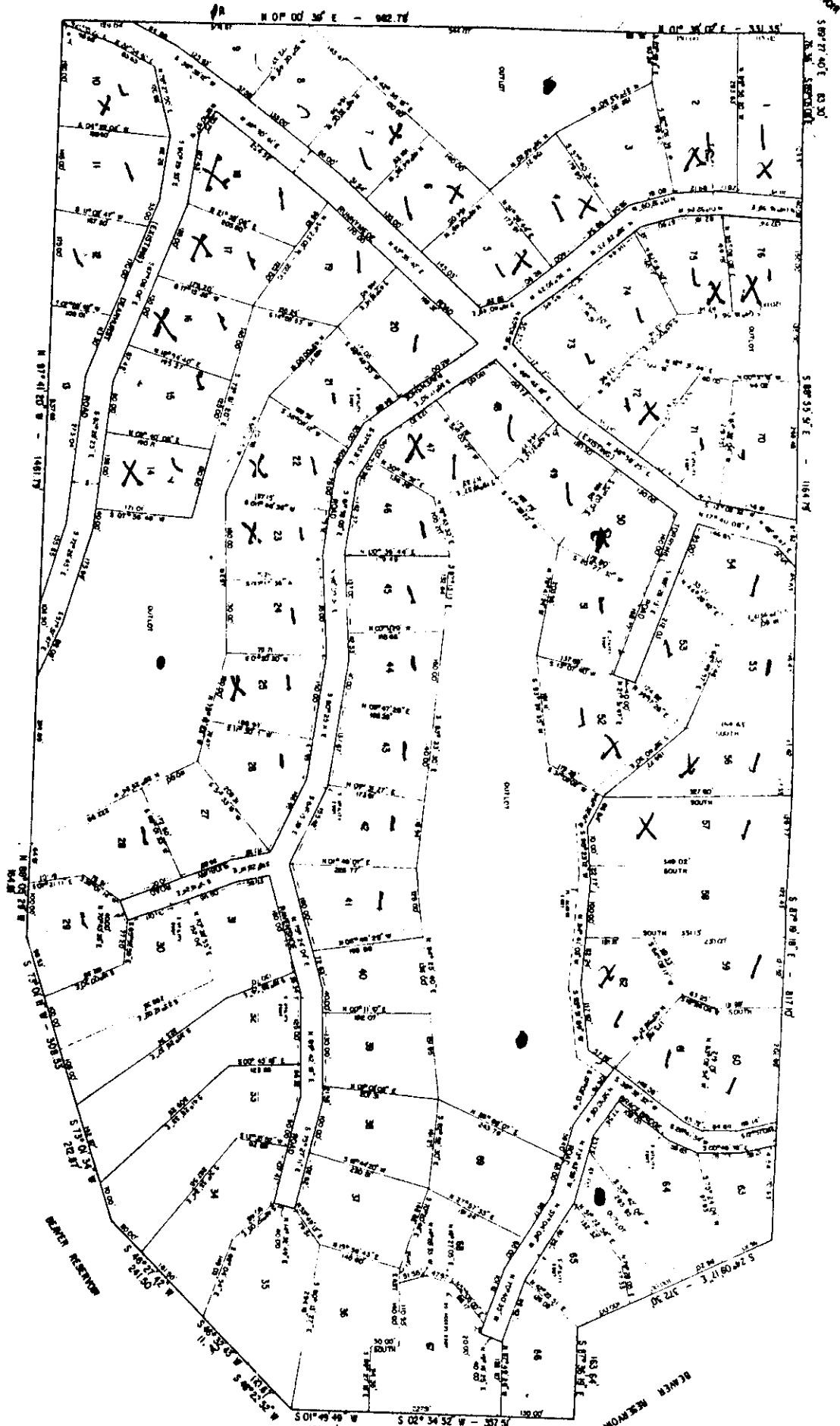
925-3410

925-3309

925-3903

925-1079

BEAVER MEADOW



OBJECT: REVISION AND CORRECTION  
 of the undivided, to hereby certify that we are the sole owners  
 of the herein plat property and to hereby certify all of the  
 for the use of the general public and for the subdivision.

THIS LIST OF REVISED BOUNDARY SUBDIVISION IS HEREBY ACCEPTED THIS  
 DAY OF \_\_\_\_\_ 1971, BY THE COUNTY CLERK OF BENTON COUNTY.

LAND SURVEYOR'S CERTIFICATION  
 I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 1971, the herein  
 plat and described survey was completed under my supervision and  
 that the same is in accordance with the laws of this State and the  
 provisions of the General Statutes of this State and that I am a duly  
 licensed and qualified land surveyor in the State of Arkansas.

JOE B. JOHNSON  
 REGISTERED  
 LAND SURVEYOR  
 STATE OF  
 ARKANSAS

11-3-442  
*Joe B. Johnson*  
 S. S. V. J. N. E.

NOTES: See iron pins at all lot corners and  
 angle points along road right-of-way.  
 SCALE: 1" = 20'

REVISED  
 RUNNMEADE SUBDIVISION

53

LOCAL DESCRIPTION  
 A part of the N4, M4, section 23, T-19-N, R-22-W, Benton County,  
 Arkansas, more particularly described as follows:  
 Beginning at the SW corner of said N4, M4;  
 Thence N01-00-30E 932.77 feet to the corner nearest boundary line;  
 Thence N01-30-02E 731.35 feet along said boundary line;  
 Thence S88-27-00E 47.26 feet along said boundary line;  
 Thence S88-27-00E 1384.70 feet along said boundary line;  
 Thence S37-19-15E 917.10 feet to the corner nearest boundary line;  
 Thence S46-09-17E 772.23 feet along said boundary line;  
 Thence S02-30-15W 139.51 feet along said boundary line;  
 Thence S02-30-15W 139.51 feet along said boundary line;  
 Thence S46-27-50W 110.65 feet along said boundary line;  
 Thence S46-27-50W 110.65 feet along said boundary line;  
 Thence S73-01-20W 212.67 feet along said boundary line;  
 Thence S73-01-11E 307.53 feet along said boundary line;  
 Thence S88-01-20W 104.81 feet along said boundary line;  
 Thence S88-01-20W 104.81 feet to the point of beginning  
 containing 60.00 acres, more or less.

STATE OF ARKANSAS  
 COUNTY OF BENTON  
 SUBDIVISION AND SURVEY WITHIN SAID COUNTY  
 BEAVER MEADOW

Runnymede Hamlet is a 70 acre residential development on Beaver Lake located approximately one mile east of the Highway 12 bridge over Beaver Lake.

The purpose of Runnymede Hamlet is to develop a superior residential area in which the quality of its environment attains the highest ranking.

Every effort has been made to develop this area in conformity with its terrain and location. Substantial areas have been retained for natural growth, complete with paved nature trail. Access to the lake is being retained for all lots which do not abutt the lake. This would allow a boat dock for interested persons owning property in Runnymede Hamlet. A substantial part of Runnymede Hamlet is developed with underground utilities in order to eliminate any unsightly conflict with the general beauty of the area.

Runnymede Hamlet is a restricted area, and all persons interested in property in Runnymede Hamlet are advised to read the Restrictive Covenants thoroughly. Such restrictive covenants were developed with the idea of retaining the highest possible standards for this area.

No property will be sold in Runnymede Hamlet except to those persons who inspect the property and the premises in person. The developers of Runnymede Hamlet desire to sell to those persons only who sell themselves. No effort will be made on the part of the developers to make any representations that any person cannot see or judge for himself.

Any persons interested in purchasing property in Runnymede Hamlet are urged to read the Restrictive Covenants, review the plat, and physically inspect the property before buying.

The developers of Runnymede Hamlet sincerely believe that this subdivision will be one of the premier areas in Northwest Arkansas.

## *Protective Covenants For Runnymede Subdivision*

The undersigned, RUNNYMEDE, INC., a duly authorized Arkansas Corporation, being the sole owner and developer of Runnymede Subdivision, does hereby establish and create the following protective covenants which shall apply to all lots shown on the recorded plat of that property described hereinafter, to-wit:

### RUNNYMEDE SUBDIVISION

#### Covenants

- A. **Land use and building type:** No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, garage and necessary storage buildings.
- B. **Dwelling cost, quality and size:** No dwelling shall be permitted on Lots 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 64, 65, 66, 67, 68, or 69, costing less than \$45,000 and on all other lots at a cost of not less than \$35,000 and said cost to be based upon costs levels prevailing at 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, workmanship, and material 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. Lot costs are excluded from cost of dwelling.  
No dwelling shall be permitted on any lot having less than 1,600 square feet of enclosed living area, and if more than one story, the main floor shall have not less than 1,200 square feet of enclosed living area.  
No dwelling shall be placed on any lot in this subdivision without first having such plans and specifications approved by the architectural committee which is herewith established. Such committee shall consist of the President and Secretary of Runnymede, Inc., providing, however, that when 30% of the lots have been sold, the committee shall consist of the President of Runnymede, Inc. and two land owners. The architectural committee or its appointed agent shall stamp on such plans its approval before any contractor or builder shall commence construction. In the absence of the committee to act, or to act favorably, any land owner may proceed to proper remedy in Chancery Court. Such committee shall have the power to vary such requirements in Section A through D upon good and reasonable cause. In order that the aesthetic value of the area may be retained, the architectural committee shall have jurisdiction over the cutting and planting of any and all trees larger than ten (10) inches in diameter.
- C. **Building location:** No building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 20 feet to an interior lot line. For the purpose of this covenant, eaves and steps 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 to encroach upon another lot.
- D. **Lot area and width:** In no case shall any lot be altered for the purpose of placing a dwelling on any less area than the equivalent of the smallest lot 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 thereon, and over the front five feet of each lot.
- F. **Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or 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. No signs of any nature may be placed on the premises once the dwelling has been occupied. No travel trailer, camper, travel bus, boat, boat trailer, inoperative car or truck shall be kept on any lot for more than two days unless it shall be enclosed or screened from sight, except a trailer used as a construction office during the construction of a residence. No outdoor clotheslines shall be permitted or allowed in this addition. No fences shall be built or used on or in this addition, excepting decorative stone or brick walls or earth retaining walls, provided, however, the architectural committee shall have the power to waive this requirement.
- G. **Temporary Structures:** No structures 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. All fuel storage tanks shall be screened from view.
- H. **Sight Distance At Intersections:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed on or permitted to remain on any lot corner within the triangular area formed by the street, property lines and a line connecting them at points 25 feet from the intersection from the street, property lines extended. The same sight line limitations shall apply on any part within ten feet from the intersection of a street, property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.
- I. **General Appearance Provisions:** No weeds or undergrowth shall be permitted to grow on any of the lots in the above subdivision and same shall be cut from said lots and lands on a reasonable periodic basis. Any garbage and trash shall be maintained out of sight from the streets in such subdivision and kept in a secure metal, tin, or heavy plastic container.
- J. **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, agreement to change said covenants in whole or any part.
- K. **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.
- L. **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.
- M. **Sewer Easement:** All lots shall be subject to easements for septic laterals of adjoining lots if needed or required to assure safe percolation, provided laterals are at least 50 feet from any residence when installed.  
All lots shall further be subject to a sanitary sewer line easement in the event any governmental agency should require a central or area sanitary sewer disposal system, and the location of such easement shall be determined by the Civil Engineer for said sewer system; provided no already constructed residences shall be subject to removal.

PROTECTIVE COVENANTS

for

RUNNYMEDE SUBDIVISION

(as amended)

Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2009/18634  
Term/Cashier: CASH4/SWINZENBURG  
04/24/2009 1:57:14PM  
Tran: 71153  
Total Fees: \$90.00  
Book 2009 Page 18634  
Recorded in the Above  
DEED Book & Page  
04/24/2009

The undersigned, Runnymede, Inc., a duly authorized Arkansas corporation, being the sole owner and developer of Runnymede Subdivision, does hereby establish and create the following protective covenants which shall apply to all lots shown on the recorded plat of that property as recorded in the Benton County, Arkansas Court records in Book 491, page 820, dated October 31, 1975.

COVENANTS

- A. **Land Use and Building Type:** No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, garage and necessary storage buildings.
- B. **Dwelling Cost, Quality and Size:** No dwelling shall be permitted on any lot having less than 2000 square feet of enclosed living area, and if more than one story, the main floor shall have not less than 1200 square feet of enclosed living area. No dwelling shall be permitted without a minimum two (2) car garage for all new construction. Exterior construction must be a minimum of 40% masonry, excluding dormers and gables, with no foundations being exposed. Foundation covering must be of a similar material used on exterior of home. All dwellings shall be of a quality workmanship and material substantially the same or better than that which exists on the date these covenants are recorded.

No dwelling, garage, storage building, fence or any other structure shall be placed on any lot in this subdivision without first having such plans and specification approved by the architectural committee which is here by established. Such committee shall consist of the President and Secretary of Runnymede, Inc., providing, however, that when 30% of the lots have been sold, the committee shall consist of the President of Runnymede, Inc. and two landowners. The architectural committee or its appointed agent shall stamp on such plans its approval before any contactor or builder shall commence construction. In the absence of the committee to act or to act favorably any land owner may proceed to proper remedy in Chancery Court. Such committee shall have the power to vary such requirements in Section A through D upon good and reasonable cause. In order that the aesthetic value of the area may be retained, the architectural committee shall have jurisdiction of the cutting and planting of any and all trees larger than ten (10) inches in diameter.

- C. **Building Location:** No building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 20 feet to an interior lot line. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a build to encroach upon another lot.

- D. Lot Area and Width:** In no case shall any lot be altered for the purpose of placing a dwelling on any less area than the equivalent of the smallest lot shown on the recorded plat.
- E. Easements:** Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown thereon, and over the front five feet of each lot.
- F. Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or 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.

No sign or other advertising device of any nature shall be placed upon a lot except as provided herein, other than a standard "For Sale" or "For Lease" sign placed upon any lot which is in fact for sale or for rent, signs advertising "Garage Sales" or "Yard Sales" and political signs which signs shall not remain up for more than 48 hours after the event. No sign shall exceed 6 square feet.

No travel trailer, camper, travel bus, boat, boat trailer, inoperative car or truck shall be kept on any lot for more than seven days unless it is enclosed in a garage, except trailers used for construction during the construction of a residence. No parking of vehicles in yards, except for special events and visitors. No overnight parking on streets or in yards.

No outdoor clotheslines shall be permitted or allowed in this subdivision.

Professionally constructed wrought iron fences will be allowed. No fencing is permitted in the front or side yard. A request must be submitted and approved by the Architectural Committee prior to construction. No plantings are permitted along the fence line or on the fence in an effort to maintain the aesthetics of the neighborhood. Approved fences must be continually maintained to present an attractive appearance. No recreational apparatus including playground equipment, swing sets, trampolines or similar devices are permitted in the front or the side yard except permanently mounted basketball goals.

- G. Temporary Structures:** No structures 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. All propane fuel storage tanks on new construction must be underground. All existing propane fuel storage tanks must be screened from view in a permanent manner. Acceptable screens include wood, stone or vegetation. All woodwork screening must be attached with sunken wood posts.
- H. Sight Distances at Intersections:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between two and six feet above roadways shall be placed on or permitted to remain on any lot corner with the triangular area formed by the street property lines and a line connecting them at point 25 feet from the intersection from the street property lines extended. The same sight line limitations shall apply on any part within ten feet from the intersection of a street, property line with the edge of a driveway or alley

pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

- I. **General Appearance Provision:** Each home site shall be maintained in good condition, free and clear of excess leaves, weeds, debris and grass. Grass shall be cut as often as necessary to *maintain a neat and attractive condition not to exceed 5 inches in height*. All vacant lots shall be maintained in a neat and attractive manner so as not to detract from the appearance of the community. Any garbage and trash shall be maintained out of sight from the streets until the day before pick-up service, and same to be secured in metal, tin or heavy plastic containers.

All houses shall be completed within eighteen (18) months from commencement including paved driveway and landscaping. Landscaping is defined as art or work of placing or arranging lawn, trees, bushes, etc. on a plat of ground to make it more attractive. No artificial ornamentation is permitted that may diminish the natural aesthetics of the community. During construction, each owner/builder will be responsible for keeping adjacent lots and streets free of debris.

- J. **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.

These covenants shall be amended at any time by the execution and recording of an instrument bearing the signature of approval of not less than 75% of the then lot owners.

- K. **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.
- L. **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.
- M. **Sewer Easements:** All lots shall be subject to a sanitary sewer line easement in the event that any governmental agency should require a central or area sanitary sewer disposal system, and the location of such easement shall be determined by the Civil Engineer for said sewer system; provided no already constructed residences shall be subject to removal.
- N. **Dues:** Mandatory dues will be assessed and collected per lot annually by the Property Owners Association Treasurer. Annual dues are used for the protection, beautification and promotion of other constructive activity that will enhance the quality of life and the value of real estate in The Runnymede Subdivision to include but not limited to nature trail, unoccupied lots, enforcement of covenants and any additional items that require Property Owners Association monies. Obligation to pay the dues shall be personal to the lot owner and shall be enforceable by the POA on the open account in any court of competent jurisdiction.

ACKNOWLEDGEMENT

STATE OF ARKANSAS )

)ss

COUNTY OF BENTON )

Book 2009 Page 18637  
Recorded in the Above  
DEED Book & Page  
04/24/2009

ON THIS DAY before the undersigned, John F. Brekelbaum, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared to me

**Lot No.**

1

\_\_\_\_\_  
Michael William Wilson

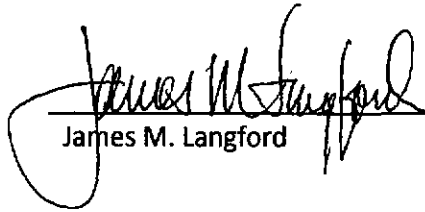
\_\_\_\_\_  
Valerie Estelle Wilson


2

\_\_\_\_\_  
Michael William Wilson

\_\_\_\_\_  
Valerie Estelle Wilson

3

  
\_\_\_\_\_  
James M. Langford

  
\_\_\_\_\_  
Linda A. Langford

4

\_\_\_\_\_  
Douglas J. Finley

\_\_\_\_\_  
Mary B. Finley

5

  
\_\_\_\_\_  
Advanced Builders Inc.

6


  
\_\_\_\_\_  
Advanced Builders Inc.

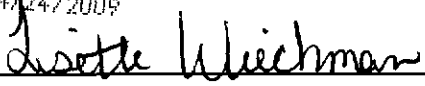
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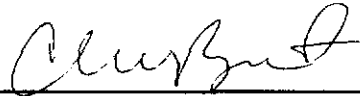
  
\_\_\_\_\_  
Advanced Builders Inc.





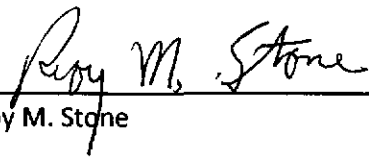
19   
Thomas Wiechman


  
Lisette Wiechman


20   
Christian J. Bertalan


21   
John Cox

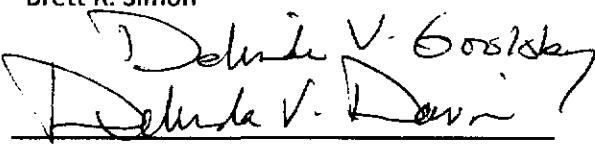
  
Meghan Cox

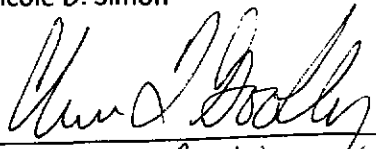
22   
Roy M. Stone

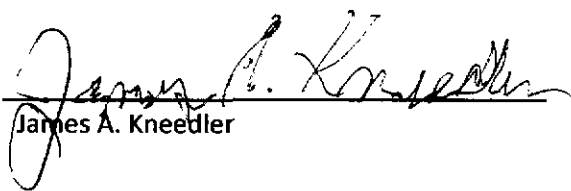
  
Vada L. Stone

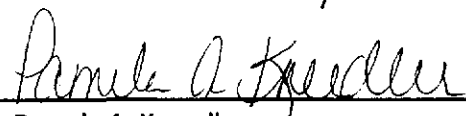
23   
Brett R. Simon


  
Nicole D. Simon

24   
Delinda V. Davis

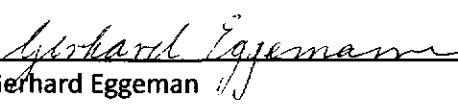
  
Clarence L. Goultsby

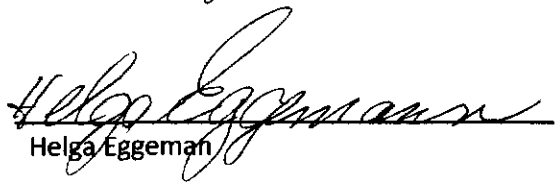
25   
James A. Kneedler

  
Pamela A. Kneedler

26   
Gerhard Eggeman

  
Helga Eggeman

27   
Gerhard Eggeman

  
Helga Eggeman

28   
Bradt Gordon/Collette Family Trust

29

Bradt Gordon/Collette Family Trust

Book 2009 Page 18640  
Recorded in the Above  
DEED Book & Page  
04/24/2009

30

Phillip D. Parker

Darla R. Parker

31

Stephanie Ensinger

Jon Comstock

32

Ronald W. Hoyt Trust & Sharon K. Hoyt  
Trust  
(Ronald W. Hoyt)

Ronald W. Hoyt Trust & Sharon K. Hoyt  
Trust  
(Sharon K. Hoyt)

33

Joshua MacNeel

Shannon MacNeel

34

Goodfellow Family Trust  
(Robert T. Goodfellow)

Goodfellow Family Trust  
(Marjorie A. Goodfellow)

35

John F. Brekelbaum

Jayne B. Brekelbaum

36

Tom V. Kennedy

Khristian Kennedy

37

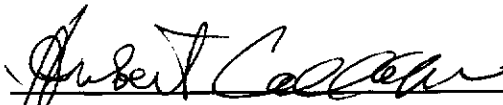
Entrust Arizona FBO John F. Brekelbaum  
IRA

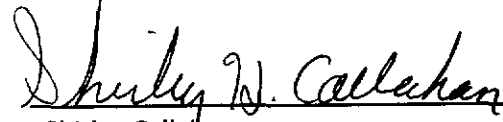
38

David L. Stricker

Kerry G. Stricker

39

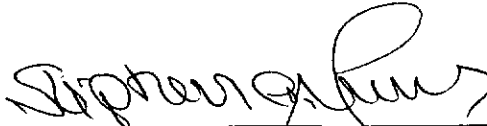
  
Hubert Callahan

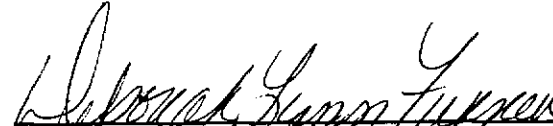
  
Shirley Callahan

40

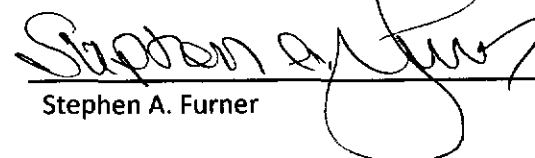
Elvira Morales

41

  
Stephen A. Furner


  
Deborah Lynn Furner


42

  
Stephen A. Furner

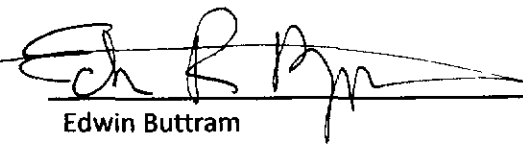
  
Deborah Lynn Furner

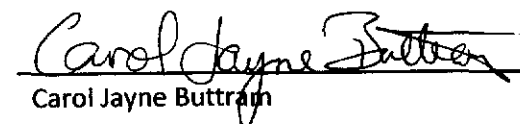
43

  
The Dixon Joint Revocable Trust  
(Ronald E. Dixon)

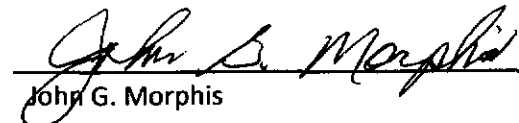
  
The Dixon Joint Revocable Trust  
(Donna J. Dixon)


44

  
Edwin Buttram

  
Carol Jayne Buttram

45

  
John G. Morphis

  
Cherry L. Morphis

46

Allen F. Schmidt

Janice R. Schmidt

47

Lynwood Group Inc.  
(Michael Greever)

48

James A. Russell Trust

49

Gary R. Holmes

Barbara J. Holmes

50

Gary R. Holmes

Barbara J. Holmes

51

Gary R. Holmes


Barbara J. Holmes

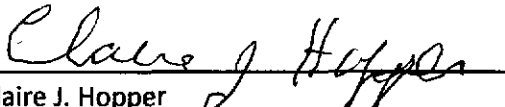
52

E. Thomas Burton III

Christa C. Burton

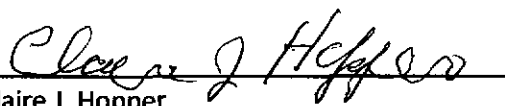
53

  
Richard L. Hopper

  
Claire J. Hopper

54

  
Richard L. Hopper

  
Claire J. Hopper

55

Edward Thomas Burton III

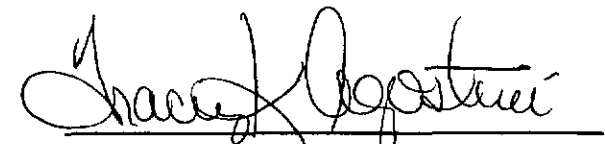
Christa L. Burton

56

  
Advanced Builders Inc.

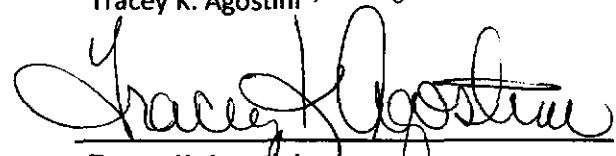
57

  
Michael J. Agostini

  
Tracey K. Agostini


58

  
Michael J. Agostini

  
Tracey K. Agostini

59   
B. Rex Barrett

  
L. Susan Barrett

60   
B. Rex Barrett

  
L. Susan Barrett

61 \_\_\_\_\_  
Jules V. Jenson

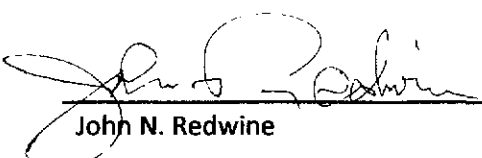
62   
Advanced Builders Inc.

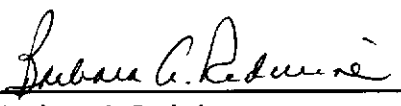
63 \_\_\_\_\_  
Roger W. Long


\_\_\_\_\_  
Judith Long

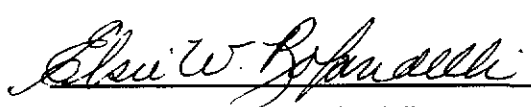
64 \_\_\_\_\_  
Eldon L. Mead

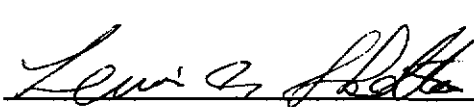
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Mary Ann Mead

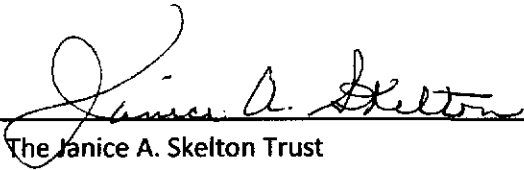
65   
John N. Redwine

  
Barbara A. Redwine

66   
Julian M. & Elsie W. Rolandelli Revocable  
Trust  
(Julian M. Rolandelli)

  
Julian M. & Elsie W. Rolandelli Revocable  
Trust  
(Elsie W. Rolandelli)

67   
The Lewis G. Skelton Trust  
(Lewis G. Skelton)

  
The Janice A. Skelton Trust  
(Janice A. Skelton)

68 \_\_\_\_\_  
Stephen J. Elston

69

\_\_\_\_\_  
Stephen A. Fields

70

\_\_\_\_\_  
John L. Hummelgaard

\_\_\_\_\_  
Marjorie Hummelgaard

71

*Bill Wampler*  
\_\_\_\_\_  
William B. Wampler

*Carrol S. Wampler*  
\_\_\_\_\_  
Carrol S. Wampler

72

\_\_\_\_\_  
Michael L. Greever

\_\_\_\_\_  
Tamara Lee Greever

73

\_\_\_\_\_  
Michael Greever

\_\_\_\_\_  
Tamara L. Greever

74

\_\_\_\_\_  
Shane Robertson

\_\_\_\_\_  
Kimberly Robertson

75

\_\_\_\_\_  
Roger W. Long

\_\_\_\_\_  
Judith A. Long

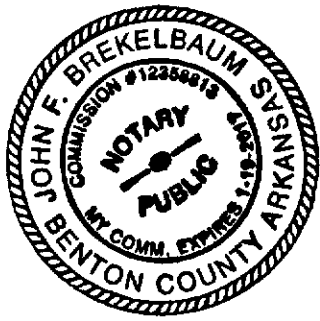
76

\_\_\_\_\_  
Roger Long

\_\_\_\_\_  
Judy Long

to me well known or satisfactorily proven to be the party in the foregoing instrument and state that all have executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS THEREOF, I have hereunto set my hand and seal on this 4<sup>th</sup> day of April, 2009.



John F. Brekelbaum  
NOTARY PUBLIC

My Commission Expires:

Jan. 19, 2017

Book 2009 Page 18645  
Recorded in the Above  
DEED Book & Page  
04/24/2009

ACKNOWLEDGEMENT

STATE OF ARKANSAS )

)ss

COUNTY OF BENTON )

Book 2009 Page 18646  
Recorded in the Above  
DEED Book & Page  
04/24/2009

On this the 7<sup>th</sup> day of April, 2009, before me, Alfredo Cerna, the undersigned Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared to me

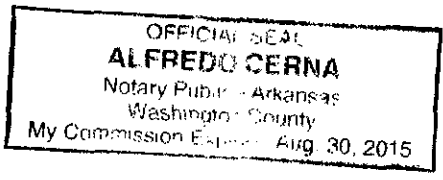
Lot No.

35 John F. Brekelbaum  
John F. Brekelbaum

Jayne B. Brekelbaum  
Jayne B. Brekelbaum

37 John F. Brekelbaum  
Entrust Arizona FBO John F. Brekelbaum  
IRA  
(John F. Brekelbaum)

IN WITNESS THEREOF, I have hereunto set my hand and seal on this 7<sup>th</sup> day of April, 2009.



Alfredo Cerna  
NOTARY PUBLIC

My Commission Expires:  
Aug 30, 2015



**ACKNOWLEDGEMENT**

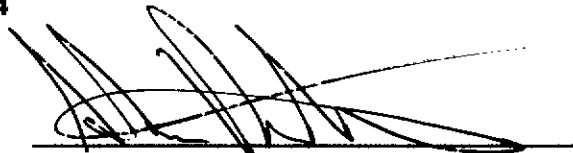
STATE OF TEXAS )

)ss

COUNTY OF NOLAN )

On this the 7<sup>th</sup> day of April, 2009, before me Shane Robertson and Kimberly Robertson, the undersigned Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared to me

**Lot No. 74**

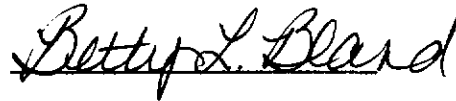
  
Shane Robertson

  
Kimberly Robertson

to me well known or satisfactorily proven to be the party in the foregoing instrument and state that all have executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS THEREOF, I have hereunto set my hand and seal on this 7<sup>th</sup> day of April, 2009.



  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF ARKANSAS )

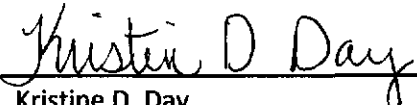
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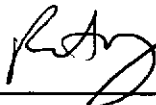
COUNTY OF BENTON )

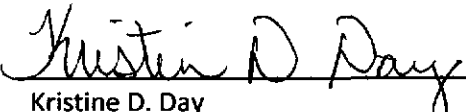
ON THIS DAY before the undersigned, John F. Brekelbaum, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared to me

**Lot No.**

8   
\_\_\_\_\_  
Peter A. Day

  
\_\_\_\_\_  
Kristine D. Day

9   
\_\_\_\_\_  
Peter A. Day

  
\_\_\_\_\_  
Kristine D. Day

32 \_\_\_\_\_  
Ronald W. Hoyt Trust & Sharon K. Hoyt  
Trust  
(Ronald W. Hoyt)

\_\_\_\_\_  
Ronald W. Hoyt Trust & Sharon K. Hoyt  
Trust  
(Sharon K. Hoyt)

33 \_\_\_\_\_  
Joshua Macneel

\_\_\_\_\_  
Shannon Macneel

36 \_\_\_\_\_  
Tom V. Kennedy

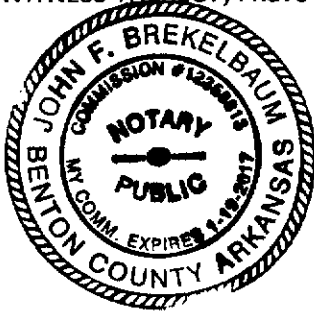
\_\_\_\_\_  
Khristian Kennedy

John L. Hummelgaard

Marjorie Hummelgaard

to me well known or satisfactorily proven to be the party in the foregoing instrument and state that all have executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS THEREOF, I have hereunto set my hand and seal on this 6<sup>th</sup> day of April 2009.



*John F. Brekelbaum*  
NOTARY PUBLIC

My Commission Expires:

Jan. 19, 2017

Book 2009 Page 18649  
Recorded in the Above  
DEED Book & Page  
04/24/2009  
Benton County, AR  
I certify this instrument was filed on  
04/24/2009 1:58:34PM  
and recorded in DEED Book  
2009 at pages 0018634 - 0018649  
Brenda DeShields-Circuit Clerk

Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2010/11883  
Term/Cashier: CASH5/RPENNINGTON  
03/15/2010 8:11:22AM  
Tran: 106148  
Total Fees: \$165.00  
Book 2010 Page 11883  
Recorded in the Above  
DEED Book & Page  
03/15/2010

**AMENDMENT TO COVENANTS OF  
RUNNYMEDE SUBDIVISION**

We, the undersigned owners of Lots in Runnymede Subdivision, Benton County, Arkansas, do hereby agree as follows, to-wit:

WITNESSETH:

WHEREAS, Advanced Builders, Inc. (hereinafter called "Advanced") and the Runnymede Property Owners Association, Inc. (hereinafter called "Runnymede") are negotiating for a conveyance of the majority of the Outlots owned by Advanced to Runnymede; and

WHEREAS, we understand that the covenants of Runnymede Subdivision contain no restrictions on the Outlots of Runnymede Subdivision, but there are some conflicting claims in that regard caused by an Affidavit recorded August 24, 2000 in Benton County Deed Record 2000, page 85608; and

WHEREAS, we understand that Advanced will convey to Runnymede all of the Outlots it owns EXCEPT for the following described Outlot property, if the Covenant Amendment Section A. set forth below, passes and is adopted by vote of the Runnymede Subdivision lot owners, to-wit:

Lots 6A and 7A pursuant to a survey dated February 9, 2009 and Lot 62R pursuant to a survey dated April 20, 2009.

WHEREAS, it is understood that Lot 6A has already been conveyed by Advanced and that the above mentioned surveys combine Lot 6, 7 and 62 of Runnymede Subdivision with Outlot property; and

WHEREAS, upon the adoption of said Covenant Amendment, Advanced Builders, Inc. will convey its remaining Outlot property, EXCEPT Lots 7A and 62R, to the Runnymede Property Owners Association, Inc. to be used and kept in their natural and green state and to be used as "common property" for the use and benefit of all lot owners in Runnymede Subdivision; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants of the parties herein contained and the vestments of time, money and effort of the parties and other good and valuable considerations in hand paid from each to the other, the receipt and sufficiency of which are hereby mutually acknowledged and agreed to as good and valuable consideration, we do hereby

RT09-10471R

agree as follows:

1. We hereby agree that the Covenants of Runnymede Subdivision, upon approval by a majority of the owners of lots located in Runnymede Subdivision that Paragraph A. of the Covenants of said Subdivision shall be amended as follows, to-wit:

- A. Land Use and Building Type: No lot shall be used except for residential purposes, EXCEPT as herein after provided. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, garage and necessary storage buildings. Further, that the portions of the Outlots of Runnymede Subdivision described in Lot 6A and 7A described in a February 9, 2009 survey and 62R described in a April 20, 2009 survey may be used for ALL RESIDENTIAL PURPOSES. However, the remaining Outlots, which are to be conveyed to the Runnymede Property Owners Association, Inc. shall not be residential lots and shall become "common property" when conveyed and shall be kept in their natural state and maintained as green space with no structures.

This covenant shall go into full force and effect in October, 2010 at the expiration of the ten year extension of the covenants.

- 
- 
- B. IT IS UNDERSTOOD AND AGREED THAT THE RUNNYMEDE PROPERTY OWNERS ASSOCIATION, INC. TAKES NO POSITION EITHER WAY ON THE BELOW STATEMENTS REGARDING NO ADVERSE POSSESSION.

2. AND WE FURTHER STATE THAT:

as the owner of Lots 14, 15,16, 56 and all Outlots, EXCEPT 6A, which has been sold by Advanced, and including Lots 7A and 62R, which Advanced continues to own, we further state that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone.

WITNESS its hand as the owner of Lots 14, 15,16, 56 and all Outlots, EXCEPT 6A and including Lots 7A and 62 R this 22 day of January, 2010 . . .

ADVANCED BUILDERS, INC.

BY: Thomas Wiechman  
THOMAS WIECHMAN, PRESIDENT

Lisette Wiechman  
LISETTE WIECHMAN, SECRETARY





same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_..

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

MY COMMISSION EXPIRES:  
\_\_\_\_\_

6. AND WE FURTHER STATE THAT:

as the owners of Lots 52 and 55 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lots 52 and 55 this 22 day of ~~February~~ January, 20 10.

E. Thomas Burton III  
E. THOMAS BURTON III

Christa C. Burton  
CHRISTA C. BURTON

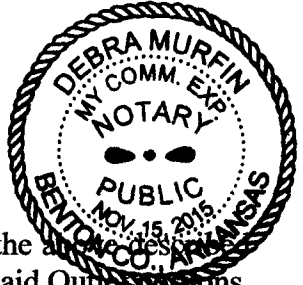
STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting E. THOMAS BURTON III and CHRISTA C. BURTON, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22nd day of January, 20 10 ..

Debra Murfin  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
11/15/2015



7. AND WE FURTHER STATE THAT:

as the owner of Lot 44 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 44 this 2 day of February, 20 10.

Edwin K. Buttram  
EDWIN BUTTRAM

Carol Jane Buttram  
CAROL JANE BUTTRAM  
JAYNE

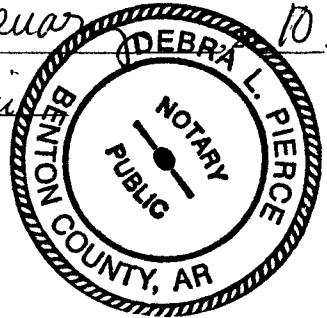


STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting EDWIN BUTTRAM and CAROL JANE BUTTRAM, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 2 day of February, 2010..

Debra L. Pierce  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

8. AND WE FURTHER STATE THAT:  
as the owner of Lot 39 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 39 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
HUBERT E. CALLAHAN

\_\_\_\_\_  
SHIRLEY A. CALLAHAN

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting HUBERT E. CALLAHAN and SHIRLEY A. CALLAHAN to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_..

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

MY COMMISSION EXPIRES:  
\_\_\_\_\_

9. AND WE FURTHER STATE THAT:

as the owners of Lot 21 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 21 this 2 day of

February, 2010.

[Signature]  
JOHN COX

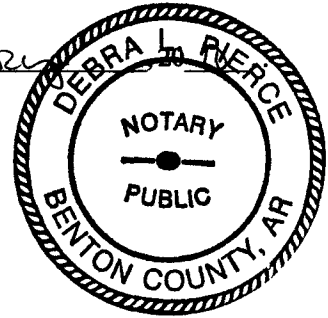
[Signature]  
MEGHAN COX

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting JOHN COX and MEGHAN COX, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 2 day of February

[Signature]  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

10. AND I FURTHER STATE THAT:

as the owner of Lot 68 that I am not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and I have no claim to these said Outlot portions.

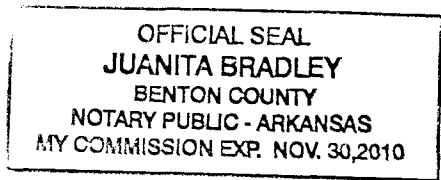
WITNESS my hand as the owner of Lot 68 this 4<sup>th</sup> day of February, 2010.

[Signature]  
ROBERT K. CURRENCE

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting ROBERT K. CURRENCE, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 4<sup>th</sup> day of February, 2010.



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

MY COMMISSION EXPIRES:

\_\_\_\_\_

11. AND I FURTHER STATE THAT:

as the owner of Lot 24 that I am not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and I have no claim to these said Outlot portions.

WITNESS my hand as the owner of Lot 24 this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
DELINDA V. DAVIS

STATE OF ARKANSAS)  
                                  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting DELINDA V. DAVIS, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

MY COMMISSION EXPIRES:


\_\_\_\_\_

12. AND WE FURTHER STATE THAT:

as the owners of Lots 8 and 9 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lots 8 and 9 this 22 day of  
Jan 2010.

  
PETER A. DAY

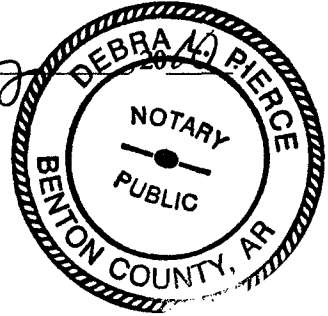
  
KRISTIN D. DAY

STATE OF ARKANSAS)

)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting PETER A. DAY and KRISTIN D. DAY, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22 day of January  
Debra M. Pierce  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

13. AND WE FURTHER STATE THAT:  
as the owners of Lot 31 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 31 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
STEPHANIE ENSINGER

\_\_\_\_\_  
JON COMSTOCK

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting STEPHANIE ENSINGER and JON COMSTOCK, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

MY COMMISSION EXPIRES:  
\_\_\_\_\_

14. AND I FURTHER STATE THAT:  
as the owner of Lot 69 that I am not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and I have no claim to these said Outlot portions.

WITNESS my hand as the owner of Lot 69 this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_.

\_\_\_\_\_  
STEVEN FIELDS

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting STEVEN FIELDS, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

MY COMMISSION EXPIRES:

\_\_\_\_\_

15. AND I FURTHER STATE THAT:

as the owner of Lot 10 that I am not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and I have no claim to these said Outlot portions.

WITNESS my hand as the owner of Lot 10 this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
LISA CHRISTINE FROMM

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting LISA CHRISTINE FROMM, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

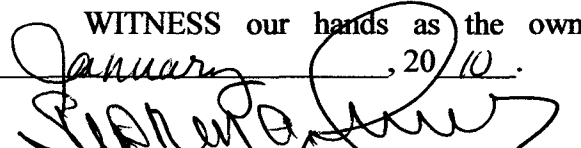
\_\_\_\_\_  
NOTARY PUBLIC

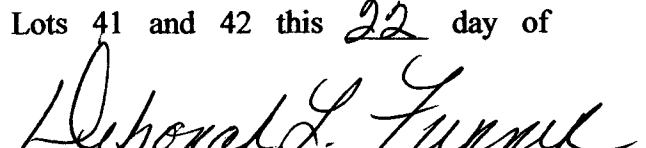
MY COMMISSION EXPIRES:

16. AND WE FURTHER STATE THAT:

as the owners of Lots 41 and 42 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lots 41 and 42 this 22 day of January, 2010.

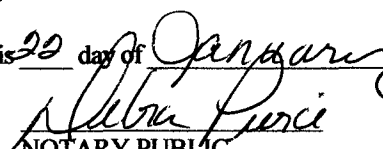
  
STEPHEN A. FURNER

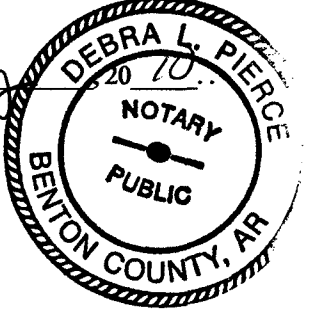
  
DEBORAH L. FURNER

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting STEPHEN A. FURNER and DEBORAH L. FURNER to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22 day of January

  
NOTARY PUBLIC

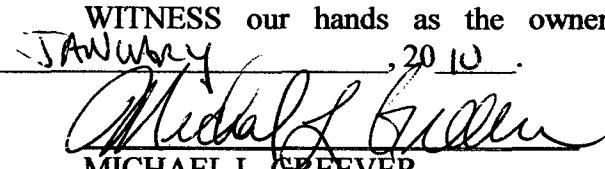


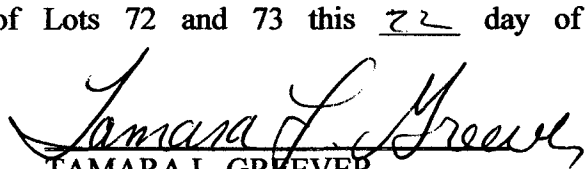
MY COMMISSION EXPIRES:  
12-1-14

17. AND WE FURTHER STATE THAT:

as the owners of Lots 72 and 73 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lots 72 and 73 this 22 day of JANUARY, 2010.

  
MICHAEL L. GREEVER

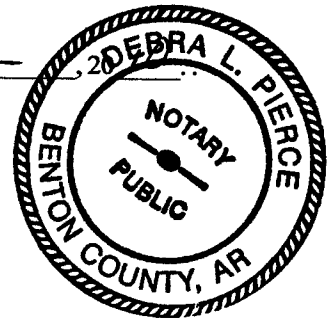
  
TAMARA L. GREEVER

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting MICHAEL L. GREEVER and TAMARA L. GREEVER, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22<sup>nd</sup> day of January  
Debra L. Pierce  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-10

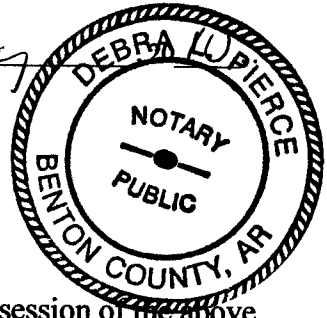
18. AND I FURTHER STATE THAT:  
as the owner of Lots 5, 6 and 6A that I am not aware of any adverse possession of the above  
described Outlots in Runnymede Subdivision by anyone and I have no claim to these said Outlot  
portions. *other than lot 6A that I own. el*

WITNESS my hand as the owner of Lots 5, 6 and 6A this 22<sup>nd</sup> day of  
January, 2010.  
Jason Helms  
JASON V. HELMS

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County  
aforesaid, duly commissioned and acting, JASON V. HELMS, to me well known as lot owner(s) in Runnymede  
Subdivision in the foregoing, and after being duly sworn stated that he had executed the same for the consideration and  
purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 22 day of January  
Debra L. Pierce  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-2014

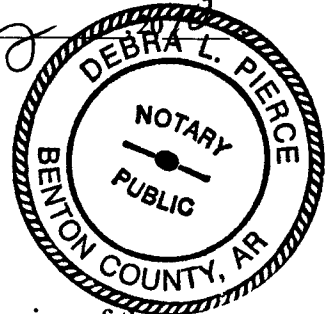
19. AND WE FURTHER STATE THAT:  
as the owners of Lots 49, 50 and 51 that we are not aware of any adverse possession of the above  
described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot  
portions.

WITNESS our hands as the owners of Lots 49, 50 and 51 this 22 day of  
January, 2010.  
Gary R. Holmes  
GARY R. HOLMES  
Barbara J. Holmes  
BARBARA J. HOLMES

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting GARY R. HOLMES and BARBARA J. HOLMES, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22 day of January  
*Debra L. Pierce*  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

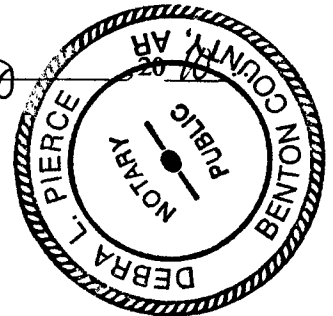
20. AND WE FURTHER STATE THAT:  
as the owners of Lots 53 and 54 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lots 53 and 54 this 2 day of February, 2010.  
*Richard L. Hopper* *Claire J. Hopper*  
RICHARD L. HOPPER Deceased 1-20-10  
CLAIRE J. HOPPER

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting RICHARD L. HOPPER and CLAIRE J. HOPPER, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 2 day of February  
*Debra L. Pierce*  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

21. AND I FURTHER STATE THAT:  
as the owner of Lot 61 that I am not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and I have no claim to these said Outlot portions.



WITNESS my hand as the owner of Lot 61 this      day of     , 20    .

\_\_\_\_\_  
JULES JENSON

STATE OF ARKANSAS)  
                                  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting JULES JENSON, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this      day of     , 20    ..

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

MY COMMISSION EXPIRES:  
  
\_\_\_\_\_

22. AND WE FURTHER STATE THAT:

as the owners of Lot 70 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 70 this 2 day of February, 2010.

John L. Hummelgaard  
JOHN L. HUMMELGAARD

Marjorie Hummelgaard  
MARJORIE HUMMELGAARD

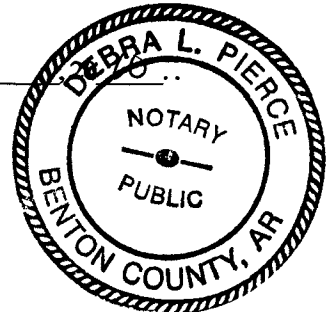
STATE OF ARKANSAS)  
                                  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, JOHN L. HUMMELGAARD and MARJORIE HUMMELGAARD, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 2 day of February

Debra Pierce  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
12-1-14



23. AND WE FURTHER STATE THAT:  
as the owners of Lot 36 that we are not aware of any adverse possession of the above described  
Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 36 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
TOM V. KENNEDY

\_\_\_\_\_  
KCHRISTIAN KENNEDY

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting TOM V. KENNEDY and KCHRISTIAN KENNEDY, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

MY COMMISSION EXPIRES:  
  
\_\_\_\_\_

24. AND WE FURTHER STATE THAT:  
as the owners of Lots 25 and 26 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lots 25 and 26 this 22 day of January, 2010.

James A. Kneedler  
JAMES A. KNEEDLER

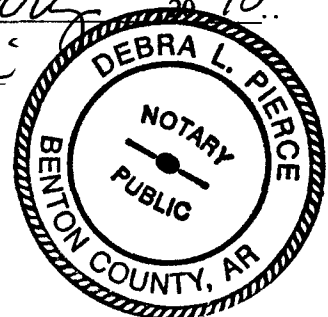
Pamela A. Kneedler  
PAMELA A. KNEEDLER

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting JAMES A. KNEEDLER and PAMELA A. KNEEDLER, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22 day of January, 2010.

*Debra L. Pierce*  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

12-1-14

25. AND WE FURTHER STATE THAT:  
as the owners of Lot 3 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 3 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
JAMES M. LANGFORD

\_\_\_\_\_  
LINDA A. LANGFORD

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting JAMES M. LANGFORD and LINDA A. LANGFORD, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

MY COMMISSION EXPIRES:

\_\_\_\_\_

26. AND WE FURTHER STATE THAT:  
as the owners of Lots 63, 75 and 76 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lots 63, 75 and 76 this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
ROGER W. LONG

\_\_\_\_\_  
JUDITH LONG

STATE OF ARKANSAS)  
                                  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting ROGER W. LONG and JUDITH LONG, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

MY COMMISSION EXPIRES:  
  
\_\_\_\_\_

27. AND WE FURTHER STATE THAT:  
as the owners of Lot 33 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 33 this 22 day of January, 2010.

[Signature]  
\_\_\_\_\_  
JOSHUA MACNEEL

[Signature]  
\_\_\_\_\_  
SHANNON MACNEEL

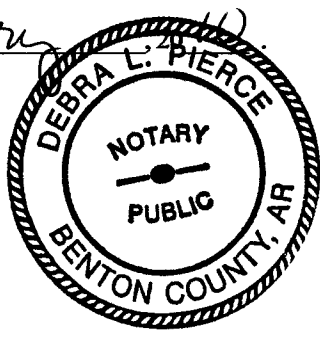
STATE OF ARKANSAS)  
                                  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting JOSHUA MACNEEL and SHANNON MACNEEL, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22 day of January

MY COMMISSION EXPIRES:  
12-1-10

[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC



28. AND WE FURTHER STATE THAT:  
as the owners of Lot 64 that we are not aware of any adverse possession of the above described  
Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 64 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
ELDON L. MEAD

\_\_\_\_\_  
MARY ANN MEAD

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting ELDON L. MEAD and MARY ANN MEAD, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_..

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

MY COMMISSION EXPIRES:  
  
\_\_\_\_\_

29. AND I FURTHER STATE THAT:  
as the owner of Lot 40 that I am not aware of any adverse possession of the above described Outlots  
in Runnymede Subdivision by anyone and I have no claim to these said Outlot portions.

WITNESS my hand as the owner of Lot 40 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
ELVIRA MORALES

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting ELIVIRA MORALES, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_..

NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_

30. AND WE FURTHER STATE THAT:

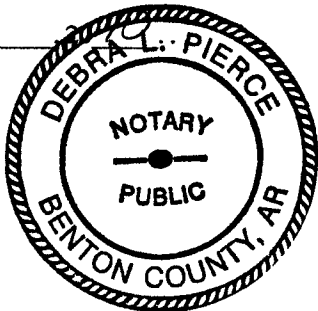
as the owners of Lot 45 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 45 this 22 day of January, 2010.

*John Gary Morphis*  
JOHN GARY MORPHIS  
*Cherryl Lynn Morphis Trustee*  
CHERRYL LYNN MORPHIS  
The John Gary Morphis and Cherryl Lynn Morphis Joint Trust *for JBW*  
STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting JOHN GARY MORPHIS and CHERRYL LYNN MORPHIS, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22 day of January  
*Debra L. Pierce*  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

31. AND WE FURTHER STATE THAT:

as the owners of Lot 4 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 4 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
BRADLEY JOHN PROCTOR

\_\_\_\_\_  
MARCIA PROCTOR

STATE OF ARKANSAS)

)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting BRADLEY JOHN PROCTOR and MARCIA PROCTOR, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

MY COMMISSION EXPIRES:

\_\_\_\_\_

32. AND WE FURTHER STATE THAT:

as the owners of Lot 65 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 65 this 2d day of February, 2010.

[Signature]  
JOHN N. REDWINE

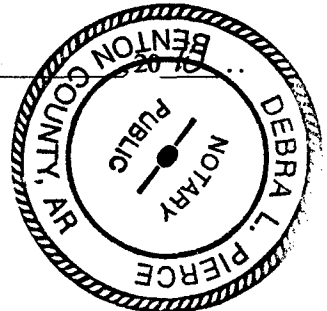
[Signature]  
BARBARA A. REDWINE

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting JOHN N. REDWINE and BARBARA A. REDWINE, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 2 day of February

[Signature]  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

33. AND WE FURTHER STATE THAT:

as the owners of Lot 46 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 46 this \_\_\_\_ day of

1-22, 2010.

Allen F. Schmidt  
ALLEN F. SCHIMIDT

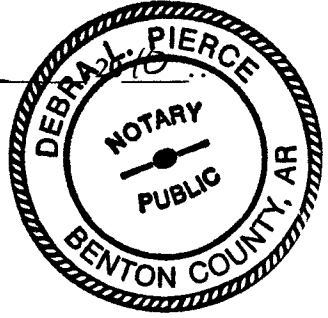
Janice R. Schmidt  
JANICE R. SCHIMIDT

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting ALLEN F. SCHIMIDT and JANICE R. SCHIMIDT, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22 day of January

Debra J. Pierce  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

34. AND WE FURTHER STATE THAT:  
as the owners of Lot 23 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 23 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
BRETT R. SIMON

\_\_\_\_\_  
NICOLE D. SIMON

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting BRETT R. SIMON and NICOLE D. SIMON, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES:  
\_\_\_\_\_

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



35. AND WE FURTHER STATE THAT:  
as the owners of Lot 22 that we are not aware of any adverse possession of the above described  
Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 22 this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
ROY M. STONE

\_\_\_\_\_  
VADA L. STONE

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County  
aforesaid, duly commissioned and acting, ROY M. STONE and VADA L. STONE, to me well known as lot owner(s) in  
Runnymede Subdivision in the foregoing, and after being duly sworn stated that they had executed the same for the  
consideration and purposes therein mentioned and set forth.

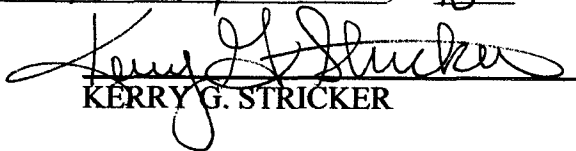
WITNESS my hand and seal as such Notary Public this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

MY COMMISSION EXPIRES:  
  
\_\_\_\_\_

36. AND WE FURTHER STATE THAT:  
as the owners of Lot 38 that we are not aware of any adverse possession of the above described  
Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 38 this 22ND day of  
JANUARY, 2010.

  
KERRY G. STRICKER

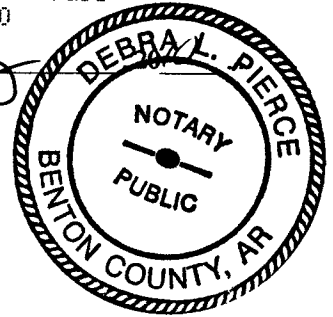
  
DAVID L. STRICKER

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County  
aforesaid, duly commissioned and acting KERRY G. STRICKER and DAVID L. STRICKER, to me well known as lot  
owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22 day of January

Debra L. Pierce  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

12-1-14

37. AND WE FURTHER STATE THAT:

as the owners of Lot 71 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 71 this 22 day of January, 2010.

William B. Wampler  
WILLIAM B. WAMPLER

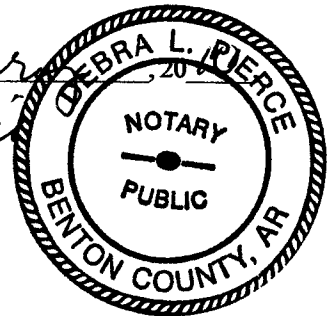
Carroll S. Wampler  
CARROLL S. WAMPLER  
CARROLL S Wampler

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, WILLIAM B. WAMPLER and CARROLL S. WAMPLER, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22 day of January

Debra L. Pierce  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

12-1-14

38. AND WE FURTHER STATE THAT:

as the owners of Lots 17,18 and 19 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone.

WITNESS our hands as the owners of Lots 17, 18 and 19 this 22 day of January, 2010.

Thomas Wiechman  
THOMAS WIECHMAN

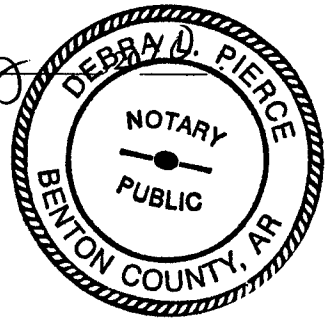
Lisette Wiechman  
LISETTE WIECHMAN

STATE OF ARKANSAS)

)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, THOMAS WIECHMAN and LISETTE WIECHMAN, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22 day of January  
Debra Pierce  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

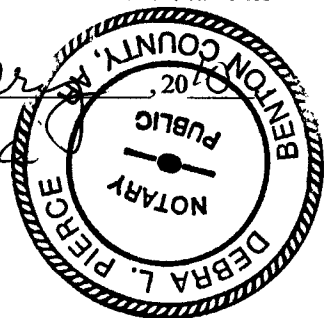
39. AND WE FURTHER STATE THAT:  
as the owners of Lot 27 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 27 this 22 day of January, 2010.  
Gregory Williams  
GREGORY WILLIAMS  
Janice Williams  
JANICE WILLIAMS

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, GREGORY WILLIAMS and JANICE WILLIAMS, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22 day of January  
Debra Pierce  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

40. AND WE FURTHER STATE THAT:  
as the owners of Lots 1 and 2 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lots 1 and 2 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MICHAEL W. WILSON

\_\_\_\_\_  
VALERIE E. WILSON

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, MICHAEL W. WILSON and VALERIE E. WILSON, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

MY COMMISSION EXPIRES:  
  
\_\_\_\_\_

41. AND WE FURTHER STATE THAT:

The Barrett Family Trust is the owner of Lots 59 and 60 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lots 59 and 60 this 2 day of February, 2010.

BARRETT FAMILY TRUST

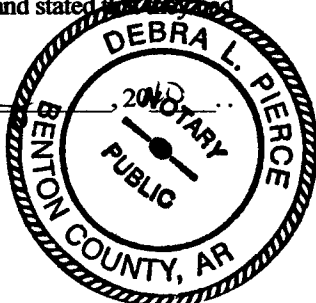
BY: Eddie M. Lea  
D. REX BARRETT, TRUSTEE  
EDDIE M. LEA

Judy L. Lea  
SUSAN BARRETT, TRUSTEE  
JUDY L. LEA

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, D. REX BARRETT and SUSAN BARRETT, TRUSTEES OF THE BARRETT FAMILY TRUST, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing and stated 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 2 day of February



*Debra L. Pierce*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

12-1-10

42. AND WE FURTHER STATE THAT:

The Bradt Family Revocable Trust is the owner of Lots 28 and 29 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lots 28 and 29 this 22 day of January, 20 10.

GORDON & COLLETTE BRADT FAMILY REVOCABLE TRUST

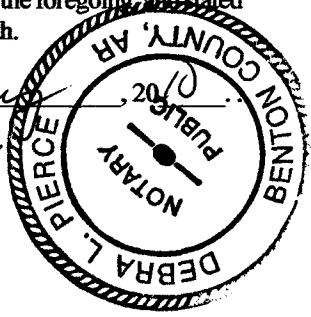
BY: *Gordon Bradt*  
GORDON BRADT, TRUSTEE

*Collette Bradt*  
COLLETTE BRADT, TRUSTEE

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, GORDON BRADT and COLLETTE BRADT, TRUSTEES of THE BRADT FAMILY REVOCABLE TRUST, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, 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 20 day of January  
*Debra L. Pierce*  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

12-1-10

43. AND WE FURTHER STATE THAT:

The Goodfellow Family Trust is the owner of Lot 34 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 34 this 2 day of February, 20 10.

GOODFELLOW FAMILY TRUST

BY [Signature] 2/4/10  
ROBERT T. GOODFELLOW, TRUSTEE

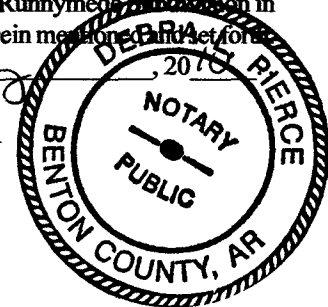
[Signature] 2/2/10  
MARJORIE A. GOODFELLOW, TRUSTEE

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, ROBERT T. GOODFELLOW and MARJORIE A. GOODFELLOW, TRUSTEES of THE GOODFELLOW FAMILY TRUST, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, 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 2 day of February, 2010.

[Signature]  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

44. AND WE FURTHER STATE THAT:

The Ronald W. & Sharon K. Hoyt Trust is the owner of Lot 32 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owners of Lot 32 this 2 day of February, 2010.

RONALD W. & SHARON K. HOYT TRUST

BY: [Signature]  
RONALD W. HOYT, TRUSTEE

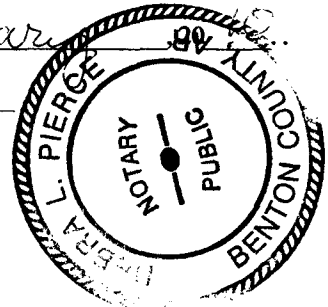
[Signature]  
SHARON K. HOYT, TRUSTEE

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, RONALD W. HOYT and SHARON K. HOYT, TRUSTEES of THE HOYT FAMILY TRUST, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, 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 2 day of February, 2010.

[Signature]  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

45. AND WE FURTHER STATE THAT:

The Julian M. & Elsie W. Rolandelli Revocable Trust is the owner of Lot 66 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owner of Lot 66 this 22 day of January, 2010.

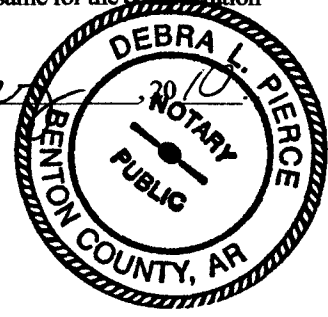
JULIAN M. & ELSIE W. ROLANDELLI REVOCABLE TRUST

BY: Julian M. Rolandelli Elsie W. Rolandelli  
JULIAN M. ROLANDELLI, TRUSTEE ELSIE W. ROLANDELLI, TRUSTEE

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, JULIAN M. ROLANDELLI and ELSIE W. ROLANDELLI, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, 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 22 day of January, 2010  
Debra L. Pierce  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

46. AND WE FURTHER STATE THAT:

The James A. Russell Trust is the owner of Lot 48 that I am not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and I have no claim to these said Outlot portions.

WITNESS my hand as the owner of Lots 48 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JAMES A. RUSSELL TRUST

BY: \_\_\_\_\_  
JAMES A. RUSSELL, TRUSTEE

STATE OF ARKANSAS)  
)ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, JAMES A. RUSSELL, TRUSTEE of THE JAMES A. RUSSELL TRUST, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this \_\_\_\_ day of \_\_\_\_\_, 20\_\_..

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

MY COMMISSION EXPIRES:

\_\_\_\_\_

**47. AND WE FURTHER STATE THAT:**

The Lewis G. Skelton Trust and the Janice A. Skelton Trust are the owner of Lot 67 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlet portions.

WITNESS our hands as the owner of Lots 67 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LEWIS G. SKELTON TRUST

JANICE A. SKELTON TRUST

BY: \_\_\_\_\_  
LEWIS G. SKELTON, TRUSTEE

BY: \_\_\_\_\_  
JANICE A. SKELTON, TRUSTEE

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, LEWIS G. SKELTON, TRUSTEE OF THE LEWIS G. SKELTON TRUST and JANICE A. SKELTON, TRUSTEE of THE JANICE A SKELTON TRUST, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_..

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

MY COMMISSION EXPIRES:

\_\_\_\_\_

**48. AND WE FURTHER STATE THAT:**

as the owner of Lot 47, we further state that we are not aware of any adverse possession of the above



described Outlots in Runnymede Subdivision by anyone and we have no claim to those Outlot portions.

WITNESS its hand as the owner of Lot 47 this 22 day of JANUARY, 20 10..

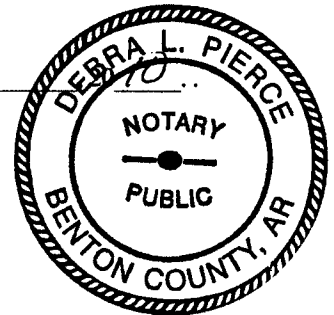
LYNWOOD GROUP, INC.

BY: Michael L. Greever  
MICHAEL L. GREEVER, PRESIDENT

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting Michael L. Greever, President of said Lynwood Group, Inc., duly acting on behalf of said corporation and in his capacity as President of said corporation, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 22 day of JANUARY, 20 10..  
Debra L. Pierce  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14

49. AND WE FURTHER STATE THAT:

The Dixon Joint Revocable Trust is the owner of Lot 43 that we are not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and we have no claim to these said Outlot portions.

WITNESS our hands as the owner of Lots 43 this 22 day of January, 20 10..

DIXON JOINT REVOCABLE TRUST U/T/D DECEMBER 26, 2007

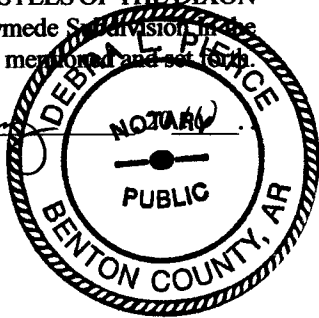
BY: Ronald E. Dixon Trustee BY: Donna J. Dixon Trustee  
RONALD E. DIXON, TRUSTEE DONNA J. DIXON, TRUSTEE

STATE OF ARKANSAS)  
  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, RONALD E. DIXON AND DONNA J. DIXON, TRUSTEES OF THE DIXON JOINT REVOCABLE TRUST U/T/D 12/26/2007 to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, 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 22 day of January

Debra Pierce  
NOTARY PUBLIC



MY COMMISSION EXPIRES: 12-1-14

50. AND WE FURTHER STATE THAT:

as the owner of Lots 11 and 12 that I am not aware of any adverse possession of the above described Outlots in Runnymede Subdivision by anyone and I have no claim to these said Outlot portions.

WITNESS my hand as the owners of Lots 11 and 12 this 22nd day of

January, 2010.

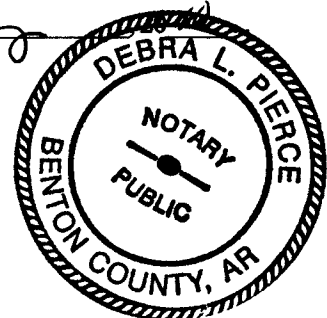
Delores Turner  
DELORES T. TURNER, widow  
of James R. Turner, deceased

STATE OF ARKANSAS)  
                                  )ss  
COUNTY OF BENTON )

BE IT REMEMBERED, That on this day came before the undersigned, a notary public within and for the County aforesaid, duly commissioned and acting, DELORES T. TURNER, widow of JAMES R. TURNER, to me well known as lot owner(s) in Runnymede Subdivision in the foregoing, and after being duly sworn 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 22 day of January

Debra Pierce  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-1-14