

PROTECTIVE COVENANTS AND RESTRICTIONS
ASHMORE CREEK AREA

MAR 15 1996

The undersigned, WOODRIDGE LAND CO., INC., an Arkansas Corporation, being the sole owner of the following described real estate in Benton County, Arkansas. SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

Legal Description:

A part of sections 28, 29, 32, and 33, all in T21N R28W Benton County, Ar. See attached exhibit "A" for full legal description.

do hereby establish and create the following protective covenants and restrictions which shall be binding upon all owners of the above real estate, or any portion thereof, for a period of 25 years from the date hereof unless modified by the written consent of a majority of the then record owners of each lot of the above described real estate. At the expiration of said 25 year period these covenants and restrictions shall be automatically renewed for successive 10 year periods unless a majority of the record owners of the above described real estate shall consent in writing to discontinue or modify these covenants and restrictions. Any modifications of these covenants and restrictions shall be effective when a written instrument containing the modifications signed by the required number of owners shall be recorded with the Recorder for Benton County. If a parcel is owned by multiple owners, they shall decide among themselves how the vote for that parcel shall be voted, but fractional votes shall not be permitted.

The covenants and restrictions which we declare to be in force from this day forward are as follows:

- 1)...No parcel of land within the above described tract shall be divided. #1 does not apply to property owned by MPG Enterprises in the ASHMORE CREEK AREA.
- 2)...No commercial or business activity shall be conducted on the above described property- except that "in home small business" shall be allowed, and except that Zoning C (General Commercial) ordinance #35 town of Garfield shall be permitted on the 15.31 acres owned by MPG Enterprises Inc. In Sec 33 T21N R28W Survey 1, Inc. survey dated 2/28/96 and on a 415 deep corridor all along Hwy 62.
- 3)...No structure of a temporary character, trailer, mobile home, recreational vehicle, basement, tent, shack, barn, garage, or other outbuilding shall be used on any parcel at any time as a residence, either temporarily or permanently; except that non-owner self contained recreational vehicles of visitors may be occupied by those visitors for up to two months in a calendar year. The owner of a parcel of the above described land may occupy a self-contained recreational vehicle while the land is being cleared and a home is being built, but not to exceed a total of one year.
- 4)...All water and septic systems must be approved by the State Health Department or such other state or county agency as is given jurisdiction of such matters.
- 5)...No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel except that two (2) horses, dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- 6)...No hunting, trapping or other taking of wildlife, or discharging firearms shall be permitted on the above described real estate or any parcel thereof.
- 7)...No junk or dismantled vehicles, trash, odor, noise or other activity or condition may be maintained on any parcel which creates a nuisance offensive to owners of other parcels. Trash, garbage, or other waste shall be kept in a clean and sanitary condition and disposition of same shall be promptly made.
- 8)... The exterior of any residence which shall be erected upon any parcel shall be completely finished within one year from the date of start of construction.

24779

9)...Only one single family home or residence shall be erected or placed on any parcel of the above described real estate, no mfg. or modular home shall be allowed on any tract. Each such dwelling shall have a minimum of 1200 square feet of heated living space if a one story structure and a minimum of 1800 square feet of heated living space if multiple floor structure, provided that the main floor has at least 1000 square feet of heated living space, except, after the main house is completed, one guest house of at least 900 square feet of heated living space will be allowed and shall be of compatible design and color as the main house. #9 does not apply to the commercial designated areas of ASHMORE CREEK.

10)...All land clearing operations shall be conducted in a manner which will effectively preserve the natural environmental features relative to trees and landscape surfaces, no clear cutting of any lot will be allowed.

11)...No building shall be located or constructed on any lot, nearer than 50 feet to any side lot line.

12)...A homeowners association may be formed at anytime in the future if it is the wishes of a majority of the lot owners in ASHMORE CREEK to do so.

13)...Parking on street prohibited.

14)...The cost of maintaining ASHMORE CREEK roads shall be borne by the affected lot owners of ASHMORE CREEK. Maintenance work, that is to be paid by the lot owners, must be approved in advance by a majority of the lot owners.

The above covenants and restrictions shall run with the land and shall be binding upon all parties acquiring any interest in the above described real estate or any portion thereof. They may be enforced by any owner of record of any parcel or portion of the above described real estate by proceeding at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions either to restrain one or more of the above covenants and restrictions by judgement or court order shall not affect any of the other covenants and restrictions which shall remain in full force and effect.

DATED: MARCH 12, 1996

WOODRIDGE LAND CO., INC.

Cordell W. Schmidt
Cordell W. Schmidt, President

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF BENTON

On this 12 day of March, 1996, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named President and

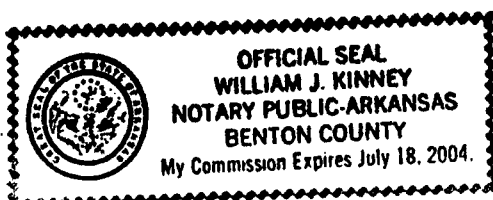
to me personally known, who stated that they were the President of the Woodridge Land Co. Inc.,
And

a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and 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
12 day of March, 1996.

William J. Kinney
Notary Public

My commission expires:



RETURN TO
WOODRIDGE LAND CO., INC.
19287 WOODRIDGE ROAD
GARFIELD, AR 72732

96 020034

Exhibit A
 A PART OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 28, A PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 29, A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 32, AND A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 33, ALL IN TOWNSHIP 21 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND FOR THE NE CORNER OF THE SE1/4 OF THE NW1/4 OF SECTION 28, T-21-N, R-28-W; THENCE SOUTH 00 DEGREES, 24 MINUTES, 40 SECONDS WEST 1329.29 FEET TO A METAL WAGON WHEEL RIM ENCOMPASSING A PILE OF ROCKS; THENCE SOUTH 00 DEGREES, 21 MINUTES, 24 SECONDS WEST 1635.79 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A SET IRON PIN; THENCE SOUTH 00 DEGREES, 21 MINUTES, 24 SECONDS WEST 1009.99 FEET TO A METAL WAGON WHEEL RIM ENCOMPASSING A PILE OF ROCKS; THENCE SOUTH 00 DEGREES, 16 MINUTES, 10 SECONDS WEST 879.76 FEET TO AN IRON PIN SET ON THE NORTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY 62; THENCE ALONG A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 06 DEGREES 01 MINUTES 40 SECONDS, HAVING A RADIUS OF 1429.20 FEET AND A ARC LENGTH OF 150.36 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 55 DEGREES 48 MINUTES 55 SECONDS WEST 150.29 FEET TO A FOUND RIGHT OF WAY MONUMENT; THENCE SOUTH 58 DEGREES, 49 MINUTES, 45 SECONDS WEST 141.30 FEET TO A SET IRON PIN; THENCE ALONG A CURVE TO THE LEFT WITH A DELTA ANGLE OF 13 DEGREES 22 MINUTES 35 SECONDS, HAVING A RADIUS OF 1509.20 FEET AND A ARC LENGTH OF 352.34 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 52 DEGREES 08 MINUTES 28 SECONDS WEST 351.54 FEET TO A SET IRON PIN; THENCE NORTH 44 DEGREES, 32 MINUTES, 50 SECONDS WEST 19.16 FEET TO A FOUND RIGHT OF WAY MONUMENT; THENCE ALONG A CURVE TO THE LEFT WITH A DELTA ANGLE OF 07 DEGREES 11 MINUTES 25 SECONDS, HAVING A RADIUS OF 1528.36 FEET AND A ARC LENGTH OF 191.80 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 41 DEGREES 51 MINUTES 28 SECONDS WEST 191.67 FEET TO A SET IRON PIN; THENCE SOUTH 38 DEGREES, 19 MINUTES, 51 SECONDS WEST 214.54 FEET TO A FOUND RIGHT OF WAY MONUMENT; THENCE SOUTH 51 DEGREES, 44 MINUTES, 15 SECONDS EAST 19.41 FEET TO A SET IRON PIN; THENCE SOUTH 38 DEGREES, 23 MINUTES, 30 SECONDS WEST 201.42 FEET TO A FOUND RIGHT OF WAY MONUMENT; THENCE SOUTH 38 DEGREES, 11 MINUTES, 24 SECONDS WEST 358.44 FEET TO A SET IRON PIN; THENCE ALONG A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 30 DEGREES 53 MINUTES 12 SECONDS, HAVING A RADIUS OF 778.60 FEET AND A ARC LENGTH OF 419.72 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 53 DEGREES 42 MINUTES 22 SECONDS WEST 414.66 FEET TO A FOUND RIGHT OF WAY MONUMENT; THENCE NORTH 22 DEGREES, 31 MINUTES, 29 SECONDS WEST 20.92 FEET TO A FOUND RIGHT OF WAY MONUMENT; THENCE ALONG A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 01 DEGREES 53 MINUTES 26 SECONDS, HAVING A RADIUS OF 757.68 FEET AND A ARC LENGTH OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 70 DEGREES 08 MINUTES 27 SECONDS WEST 25.00 FEET TO A SET IRON PIN; THENCE LEAVING THE RIGHT OF WAY OF U.S. HIGHWAY 62, NORTH 17 DEGREES, 30 MINUTES, 02 SECONDS WEST 195.02 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING CREEK; THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING COURSES, NORTH 12 DEGREES, 06 MINUTES, 15 SECONDS EAST 44.37 FEET; THENCE NORTH 06 DEGREES, 11 MINUTES, 29 SECONDS WEST 83.26 FEET; THENCE NORTH 17 DEGREES, 42 MINUTES, 04 SECONDS WEST 57.28 FEET; THENCE NORTH 28 DEGREES, 34 MINUTES, 42 SECONDS WEST 98.93 FEET; THENCE NORTH 12 DEGREES, 12 MINUTES, 27 SECONDS EAST 67.20 FEET; THENCE NORTH 33 DEGREES, 29 MINUTES, 44 SECONDS WEST 33.87 FEET; THENCE NORTH 86 DEGREES, 41 MINUTES, 34 SECONDS WEST 65.84 FEET; THENCE NORTH 62 DEGREES, 27 MINUTES, 10 SECONDS WEST 218.21 FEET; THENCE NORTH 45 DEGREES, 50 MINUTES, 51 SECONDS WEST 46.84 FEET; THENCE NORTH 71 DEGREES, 16 MINUTES, 53 SECONDS WEST 49.79 FEET; THENCE SOUTH 82 DEGREES, 16 MINUTES, 02 SECONDS WEST 68.97 FEET; THENCE NORTH 37 DEGREES, 34 MINUTES, 15 SECONDS WEST 54.16 FEET; THENCE NORTH 08 DEGREES, 27 MINUTES, 31 SECONDS EAST 59.94 FEET; THENCE NORTH 42 DEGREES, 48 MINUTES, 58 SECONDS WEST 63.49 FEET; THENCE NORTH 77 DEGREES, 59 MINUTES, 31 SECONDS WEST 37.45 FEET; THENCE NORTH 32 DEGREES, 41 MINUTES, 23 SECONDS WEST 80.41 FEET TO A FOUND IRON PIN; THENCE LEAVING THE CENTERLINE OF SAID CREEK AND ALONG AN EXISTING FENCE LINE, NORTH 14 DEGREES, 26 MINUTES, 24 SECONDS WEST 14.88 FEET TO A SET IRON PIN; THENCE ALONG SAID FENCE LINE, NORTH 17 DEGREES, 47 MINUTES, 17 SECONDS EAST 53.41 FEET TO A SET IRON PIN; THENCE NORTH 29 DEGREES, 00 MINUTES, 02 SECONDS EAST 149.87 FEET TO A SET IRON PIN; THENCE NORTH 40 DEGREES, 00 MINUTES, 59 SECONDS EAST 303.14 FEET TO A SET IRON PIN; THENCE NORTH 28 DEGREES, 12 MINUTES, 48 SECONDS EAST 256.34 FEET TO A TREE FENCE CORNER; THENCE NORTH 89 DEGREES, 11 MINUTES, 20 SECONDS WEST 871.85 FEET TO A FOUND IRON BAR; THENCE SOUTH 00 DEGREES, 02 MINUTES, 49 SECONDS WEST 135.79 FEET TO A SET IRON PIN; THENCE NORTH 64 DEGREES, 04 MINUTES, 48 SECONDS WEST 66.67 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING CREEK; THENCE ALONG SAID CENTERLINE OF CREEK, NORTH 48 DEGREES, 39 MINUTES, 42 SECONDS WEST 132.26 FEET; THENCE ALONG SAID CENTERLINE, NORTH 57 DEGREES, 42 MINUTES, 11 SECONDS WEST 46.56 FEET; THENCE ALONG SAID CENTERLINE, NORTH 82 DEGREES, 47 MINUTES, 20 SECONDS WEST 128.87 FEET; THENCE ALONG SAID CENTERLINE, SOUTH 88 DEGREES, 43 MINUTES, 44 SECONDS WEST 113.81 FEET TO A FOUND RAILROAD SPIKE IN A WOOD BRIDGE OVER SAID CREEK; THENCE LEAVING THE CENTERLINE OF SAID CREEK AND ALONG THE CENTERLINE OF A COUNTY ROAD, NORTH 37 DEGREES, 54 MINUTES, 37 SECONDS WEST 30.03 FEET TO A FOUND RAILROAD SPIKE; THENCE ALONG THE CENTERLINE OF THE COUNTY ROAD THE FOLLOWING COURSES, NORTH 68 DEGREES, 12 MINUTES, 30 SECONDS WEST 113.52 FEET TO A FOUND RAILROAD SPIKE; THENCE NORTH 30 DEGREES, 38 MINUTES, 30 SECONDS WEST 133.05 FEET TO A SET IRON PIN; THENCE NORTH 16 DEGREES, 53 MINUTES, 40 SECONDS WEST 205.22 FEET TO A SET IRON PIN; THENCE NORTH 27 DEGREES, 03 MINUTES, 07 SECONDS WEST 108.70 FEET TO A SET IRON PIN; THENCE NORTH 15 DEGREES, 23 MINUTES, 44 SECONDS WEST 144.46 FEET TO A FOUND IRON PIN; THENCE NORTH 15 DEGREES, 25 MINUTES, 58 SECONDS WEST 213.39 FEET TO FOUND IRON PIN; THENCE NORTH 08 DEGREES, 52 MINUTES, 30 SECONDS WEST 238.78 FEET TO A FOUND IRON PIN; THENCE NORTH 19 DEGREES, 38 MINUTES, 41 SECONDS WEST 142.91 FEET TO A FOUND IRON PIN; THENCE LEAVING THE CENTERLINE OF SAID ROAD, NORTH 65 DEGREES, 55 MINUTES, 35 SECONDS EAST 135.31 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING CREEK; THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING COURSES, NORTH 84 DEGREES, 22 MINUTES, 38 SECONDS EAST 192.67 FEET; THENCE NORTH 84 DEGREES, 51 MINUTES, 02 SECONDS EAST 121.91 FEET; THENCE NORTH 60 DEGREES, 25 MINUTES, 29 SECONDS EAST 83.42 FEET; THENCE NORTH 83 DEGREES, 12 MINUTES, 23 SECONDS EAST 51.91 FEET; THENCE SOUTH 87 DEGREES, 38 MINUTES, 51 SECONDS EAST 110.69 FEET; THENCE NORTH 76 DEGREES, 08 MINUTES, 05 SECONDS EAST 109.77 FEET; THENCE NORTH 84 DEGREES, 13 MINUTES, 45 SECONDS EAST 134.37 FEET; THENCE SOUTH 88 DEGREES, 37 MINUTES, 07 SECONDS EAST 116.76 FEET; THENCE NORTH 81 DEGREES, 32 MINUTES, 18 SECONDS EAST 98.59 FEET; THENCE NORTH 60 DEGREES, 58 MINUTES, 36 SECONDS EAST 222.35 FEET; THENCE NORTH 79 DEGREES, 59 MINUTES, 23 SECONDS EAST 148.81 FEET; THENCE NORTH 65 DEGREES, 39 MINUTES, 14 SECONDS EAST 159.15 FEET; THENCE NORTH 81 DEGREES, 35 MINUTES, 46 SECONDS EAST 157.95 FEET; THENCE SOUTH 70 DEGREES, 45 MINUTES, 59 SECONDS EAST 192.15 FEET; THENCE NORTH 89 DEGREES, 27 MINUTES, 31 SECONDS EAST 113.80 FEET; THENCE NORTH 49 DEGREES, 28 MINUTES, 25 SECONDS EAST 122.10 FEET; THENCE NORTH 50 DEGREES, 53 MINUTES, 33 SECONDS EAST 98.51 FEET; THENCE SOUTH 70 DEGREES, 26 MINUTES, 43 SECONDS EAST 302.81 FEET; THENCE SOUTH 86 DEGREES, 05 MINUTES, 14 SECONDS EAST 169.22 FEET; THENCE NORTH 73 DEGREES, 34 MINUTES, 06 SECONDS EAST 156.79 FEET; THENCE NORTH 79 DEGREES, 18 MINUTES, 43 SECONDS EAST 263.58 FEET; THENCE NORTH 74 DEGREES, 41 MINUTES, 33 SECONDS EAST 127.41 FEET; THENCE SOUTH 86 DEGREES, 38 MINUTES, 22 SECONDS EAST 250.12 FEET; THENCE SOUTH 77 DEGREES, 36 MINUTES, 22 SECONDS EAST 113.47 FEET TO THE TRUE POINT OF BEGINNING CONTAINING 10.75 ACRES

22

AMENDMENT OF THE PROTECTIVE COVENANTS
FOR
ASHMORE CREEK AREA

KNOW ALL MEN BY THESE PRESENTS:

By full concensus of all property owners in Ashmore Creek Area, listed as follows:
Richard W. Hamilton, Laura L. Hamilton, Brad Carter, Malania M. Carter, Monte S. Moore, Isabel B. Moore, David Ragland, Sherrie Ragland, Todd Fricke, Paula J. Fricke, Randy Sprague, Maurittia Sprague, John Phillips, Beverly Phillips, Woodridge Land Co., Inc. , Cordell W. Schmidt, president, and regarding Part 5. NO ANIMALS, of the original Protective Covenants of Ashmore Creek Area, dated March 15, 1996, as filed for record in 96 020082 at 3:46 o'clock P.M. in Benton County Arkansas. This provision is hereby amended to henceforth read as follows:

No animals, livestock, or poultry of any kind shall be raised, bred or kept for any commercial purpose, at any time. Property owners may keep, for their own personal use and enjoyment, a maximum (per parcel) of two (2) large animals (horses or cattle), two (2) small farm animals, (no swine permitted), six (6) poultry, and personal household pets. No animal shall feed, shelter, or water point may be located within 50 (fifty) feet of a property line.

All parts of the original Protective Covenants for Ashmore Creek Area, except as specifically amended herein with reference to the above new section: Part 5. NO ANIMALS, shall remain in full force and effect except as same are amended by this amendment.

IN WITNESS WHEREOF, the owners have caused this instrument to be signed this 28 day of FEB, 1997.

ACKNOWLEDGMENTS ON ATTACHED SHEETS

Return to:
WOODRIDGE LAND CO., INC.
19287 WOODRIDGE ROAD
GARFIELD, AR 72732

FILED FOR RECORD
At 9:30 O'Clock A M

FEB 28 1997

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

3357

STATEMENT OF RECORD

As property owner(s) of Tract(s) _____

located in the Ashmore Creek Subdivision, Benton County, Arkansas,

I am (We are) in favor of amending protective covenant #5, as previously entered for record on March 15, 1996,

from: (how it currently reads)

"No animals, livestock, or poultry of any kind shall be raised, bred or kept on any parcel except that two (2) horses, dogs, cats or other household pets may be kept as provided that they are not kept, bred, or maintained for any commercial purpose."

to:

"No animals, livestock, poultry, or pets shall be raised, bred, or kept for any commercial purpose, at any time. Property owners may keep, for their own personal use and enjoyment, a maximum (per parcel) of two (2) large animals (horses or cattle), two (2) small farm animals, (no swine permitted), six (6) poultry, and personal household pets. No animal feed, shelter, or water point may be located within 50 (fifty) feet of a property line."



signed WOODRIDGE LAND CO., INC.

signed Cordell W. Schmidt President

Signed before me this 28 day of Feb, 1997.

Notary Public Diana Jennings

My commission expires: 9-27-2004

STATEMENT OF RECORD

As property owner(s) of Tract(s) 14

located in the Ashmore Creek Subdivision, Benton County, Arkansas,

I am (We are) in favor of amending protective covenant #5, as previously entered for record on March 15, 1996,

from: (how it currently reads)

"No animals, livestock, or poultry of any kind shall be raised, bred or kept on any parcel except that two (2) horses, dogs, cats or other household pets may be kept as provided that they are not kept, bred, or maintained for any commercial purpose."

to:

"No animals, livestock, poultry, or pets shall be raised, bred, or kept for any commercial purpose, at any time. Property owners may keep, for their own personal use and enjoyment, a maximum (per parcel) of two (2) large animals (horses or cattle), two (2) small farm animals, (no swine permitted), six (6) poultry, and personal household pets. No animal feed, shelter, or water point may be located within 50 (fifty) feet of a property line."

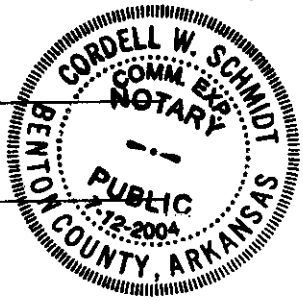
signed Burd Cart

signed Melania McJuel Carter

Signed before me this 25 day of FEB, 1997.

Notary Public Cordell W. Schmidt

My commission expires: _____



STATEMENT OF RECORD

As property owner(s) of Tract(s) #13

located in the Ashmore Creek Subdivision, Benton County, Arkansas,

I am (We are) in favor of amending protective covenant #5, as previously entered for record on March 15, 1996,

from: (how it currently reads)

"No animals, livestock, or poultry of any kind shall be raised, bred or kept on any parcel except that two (2) horses, dogs, cats or other household pets may be kept as provided that they are not kept, bred, or maintained for any commercial purpose."

to:

"No animals, livestock, poultry, or pets shall be raised, bred, or kept for any commercial purpose, at any time. Property owners may keep, for their own personal use and enjoyment, a maximum (per parcel) of two (2) large animals (horses or cattle), two (2) small farm animals, (no swine permitted), six (6) poultry, and personal household pets. No animal feed, shelter, or water point may be located within 50 (fifty) feet of a property line."

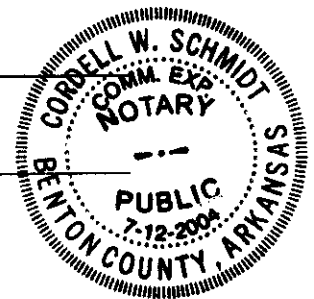
signed John C. Phillips 2/24/97

signed James W. Phillips 2/24/97

Signed before me this 24 day of FEB, 1997.

Notary Public Cordell W. Schmidt

My commission expires: _____



STATEMENT OF RECORD

As property owner(s) of Tract(s) NINE (9)

located in the Ashmore Creek Subdivision, Benton County, Arkansas,

I am (We are) in favor of amending protective covenant #5, as previously entered for record on March 15, 1996,

from: (how it currently reads)

"No animals, livestock, or poultry of any kind shall be raised, bred or kept on any parcel except that two (2) horses, dogs, cats or other household pets may be kept as provided that they are not kept, bred, or maintained for any commercial purpose."

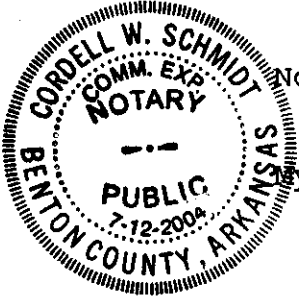
to:

"No animals, livestock, poultry, or pets shall be raised, bred, or kept for any commercial purpose, at any time. Property owners may keep, for their own personal use and enjoyment, a maximum (per parcel) of two (2) large animals (horses or cattle), two (2) small farm animals, (no swine permitted), six (6) poultry, and personal household pets. No animal feed, shelter, or water point may be located within 50 (fifty) feet of a property line."

signed Monte S. Moore

signed Isabel S. Moore

Signed before me this 1st day of February, 1997.



Notary Public Cordell W. Schmidt

My commission expires: _____

STATEMENT OF RECORD

As property owner(s) of Tract(s) 2

located in the Ashmore Creek Subdivision, Benton County, Arkansas,

I am (We are) in favor of amending protective covenant #5, as previously entered for record on March 15, 1996,

from: (how it currently reads)

"No animals, livestock, or poultry of any kind shall be raised, bred or kept on any parcel except that two (2) horses, dogs, cats or other household pets may be kept as provided that they are not kept, bred, or maintained for any commercial purpose."

to:

"No animals, livestock, poultry, or pets shall be raised, bred, or kept for any commercial purpose, at any time. Property owners may keep, for their own personal use and enjoyment, a maximum (per parcel) of two (2) large animals (horses or cattle), two (2) small farm animals, (no swine permitted), six (6) poultry, and personal household pets. No animal feed, shelter, or water point may be located within 50 (fifty) feet of a property line."

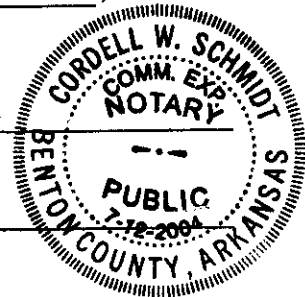
signed [Signature]

signed [Signature]

Signed before me this 1 day of FEB, 1997.

Notary Public [Signature]

My commission expires: _____



97 014310

STATEMENT OF RECORD

As property owner(s) of Tract(s) # 13

located in the Ashmore Creek Subdivision, Benton County, Arkansas,

I am (We are) in favor of amending protective covenant #5, as previously entered for record on March 15, 1996,

from: (how it currently reads)

"No animals, livestock, or poultry of any kind shall be raised, bred or kept on any parcel except that two (2) horses, dogs, cats or other household pets may be kept as provided that they are not kept, bred, or maintained for any commercial purpose."

to:

"No animals, livestock, poultry, or pets shall be raised, bred, or kept for any commercial purpose, at any time. Property owners may keep, for their own personal use and enjoyment, a maximum (per parcel) of two (2) large animals (horses or cattle), two (2) small farm animals, (no swine permitted), six (6) poultry, and personal household pets. No animal feed, shelter, or water point may be located within 50 (fifty) feet of a property line."

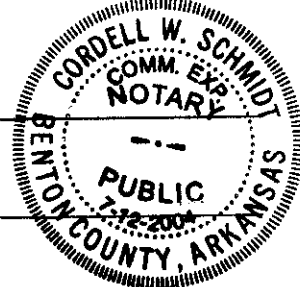
signed Todd C. Fische

signed Paula J. Fische

Signed before me this 20 day of FEB, 1997.

Notary Public Cordell W. Schmidt

My commission expires: _____



97 014311

STATEMENT OF RECORD

As property owner(s) of Tract(s) 31

located in the Ashmore Creek Subdivision, Benton County, Arkansas,

I am (We are) in favor of amending protective covenant #5, as previously entered for record on March 15, 1996,

from: (how it currently reads)

"No animals, livestock, or poultry of any kind shall be raised, bred or kept on any parcel except that two (2) horses, dogs, cats or other household pets may be kept as provided that they are not kept, bred, or maintained for any commercial purpose."

to:

"No animals, livestock, poultry, or pets shall be raised, bred, or kept for any commercial purpose, at any time. Property owners may keep, for their own personal use and enjoyment, a maximum (per parcel) of two (2) large animals (horses or cattle), two (2) small farm animals, (no swine permitted), six (6) poultry, and personal household pets. No animal feed, shelter, or water point may be located within 50 (fifty) feet of a property line."

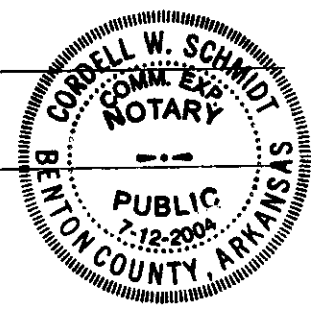
signed [Signature]

signed Mauritta Sprague

Signed before me this 3 day of FEB, 1997.

Notary Public Cordell W. Schmidt

My commission expires: _____



STATEMENT OF RECORD

As property owner(s) of Tract(s) 30 AND 24

located in the Ashmore Creek Subdivision, Benton County, Arkansas,

I am (We are) in favor of amending protective covenant #5, as previously entered for record on March 15, 1996,

from: (how it currently reads)

"No animals, livestock, or poultry of any kind shall be raised, bred or kept on any parcel except that two (2) horses, dogs, cats or other household pets may be kept as provided that they are not kept, bred, or maintained for any commercial purpose."

to:

"No animals, livestock, poultry, or pets shall be raised, bred, or kept for any commercial purpose, at any time. Property owners may keep, for their own personal use and enjoyment, a maximum (per parcel) of two (2) large animals (horses or cattle), two (2) small farm animals, (no swine permitted), six (6) poultry, and personal household pets. No animal feed, shelter, or water point may be located within 50 (fifty) feet of a property line."

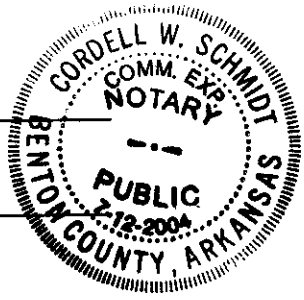
signed *Richard W. Gault*

signed Laura L Hamilton

Signed before me this 24 day of FEB, 1997.

Notary Public *Cordell W. Schmidt*

My commission expires: _____



42wd

**SECOND AMENDED PROTECTIVE COVENANTS AND RESTRICTIONS
SOUTH ASHMORE CREEK AREA**

KNOW ALL MEN BY THESE PRESENTS:

99109598

WHEREAS, Woodridge Land Company, did originally execute and record the certain Declaration of Protective Covenants and Restrictions for South Ashmore Creek Area dated March 12, 1996, and recorded March 15, 1996, in Microfiche Instrument No. 96-020082; and amended on February 28, 1997, and recorded February 28, 1997, in Microfiche Instrument No. 97-014304, and,

WHEREAS, the undersigned, as owners of a majority of all property within South Ashmore Creek area, Benton County, Arkansas, wish to amend said Protective Covenants and Restrictions and do hereby amend said Protective Covenants and Restrictions.

LEGAL: A part of Sections 28, 29, 32, and 33 all in T21N R28W Benton County, AR. See attached Exhibit "A" for full legal description.

The Protective Covenants and Restrictions shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, a homeowners association, a Record Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a period of 25 years from the date hereof unless modified by the written consent of a majority of the then Record Owners of each lot of the above described real estate. At the expiration of said 25 year period these covenants and restrictions shall be automatically renewed for successive 10 year periods unless a majority of the Record Owners of the above described real estate shall consent in writing to discontinue or modify these covenants and restrictions. Any modifications of these covenants and restrictions shall be effective when a written instrument containing the modifications signed by the required number of owners shall be recorded with the Recorder for Benton County. If a tract is owned by multiple owners, they shall decide among themselves how the vote for that tract shall be voted, but fractional votes shall not be permitted. These Covenants may be amended at any time by a majority of Record Owners of sixty-six and two-thirds percent (66 2/3%) of the tracts and become effective immediately. This would allow for corrections or changing situations.

The Covenants and Restrictions which we declare to be in force from this day forward are as follows:

- 1) No tract of land within the above described real estate shall be divided or split except by developer.
- 2) Only one single family home or residence shall be erected or placed on any tract of the above described real estate. The term "single family home or residence" excludes, without limitation, hospitals, clinics, duplex houses, condominiums, apartment houses and hotels. Only new construction will be permitted, no manufactured, modular, or pre-built homes will be allowed on any tract. Each such dwelling shall have a minimum of 1200 square feet of heated living space if a one story structure and a minimum of 1800 square feet of heated living space if a multiple floor structure, provided that the main floor has at least 1000 square feet of heated living space. Except, after the main house is completed, one guest house of at least 900 square feet of heated living space will be allowed and shall be of compatible design and color as the main house.
- 3) No structure of a temporary character, trailer, mobile home, recreational vehicle, basement, tent, shack, barn, garage, or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently; except that non-owner self contained recreational vehicles of visitors may be occupied by those visitors for up to two months in a calendar year. The owner of a tract of the above described land may occupy a self-contained recreational vehicle or finished garage or outbuilding while the land is being cleared and a home is being built, but not to exceed a total of one year.
- 4) The exterior of any residence and/or outbuilding which shall be erected upon any tract shall be completely finished within one year from the date of delivery of any construction materials, construction equipment, or from the start of construction or ground breaking, whichever comes first. The exterior of any residence and/or outbuilding or any other structures or improvements constructed on any tract must be finished in brick (not concrete block), stone, artificial stone, log, wood siding, or pre-finished siding and painted or stained in a neutral earth tone color, or white.

FILED FOR RECORD
At 1 O'Clock P M
OCT 15 1999

RETURN TO: WOODRIDGE LAND CO., INC
19287 WOODRIDGE ROAD
GARFIELD, AR 72732

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

8993

- 5) Construction shall conform to the latest editions of the Standard National Building Code, Arkansas State Plumbing Code, National Electrical Code (as adopted by the State of Arkansas) and the Arkansas State Mechanical Code (HVACR).
- 6) All land clearing operations shall be conducted in a manner which will effectively preserve the natural environmental features relative to trees and landscape surfaces, no clear cutting of any lot will be allowed. In order to preserve the aesthetic appearance of the development and the value of property therein, fallen or cut trees, stumps, or any refuse of any kind or scrap material from improvements being erected on any tract which are within view of any road or other tract shall be removed within 90 days.
- 7) In order to preserve the aesthetic appearance of the development and the value of property therein, and in order to promote the safety of those residents of the development, no building material of any kind or character shall be placed or stored upon any tract until construction of a building or improvements is commenced. Such building or improvement shall be completed within one year of start of construction, which shall be the first date materials are delivered to the property. Construction materials and equipment shall not remain in the street so as to restrict two-way traffic.
- 8) No building shall be located or constructed on any tract nearer than 50 feet to any property line or any easement line. This covenant does not apply to the Commercial Property lying contiguous with Highway 62.
- 9) Privacy fences and/or animal containment fences may be located anywhere within the property boundaries or on the property line except on property lines which contain road or utility easements in which case the fence must be outside the easement.
- 10) All water and septic systems must be approved by the State Health Department or such other state or county agency as is given jurisdiction of such matters.
- 11) No commercial or business activity shall be conducted on the above described property except that "in home small business" shall be allowed and except that tracts adjacent and contiguous to Arkansas State Highway 62 are designated as Zoning C (General Commercial), ordinance #35 town of Garfield.
- 12) Commercial signs, advertisements, billboards or advertising structures of any type are prohibited except signs advertising real property for sale and signs promoting South Ashmore Creek development and except tracts designated as commercial property in section 11. Any signs such as "no hunting, private drive, no trespassing, private property, etc" must be of a neutral or subdued color. Wood carved signs or signs of similar appearance are preferred. Signs with orange, red or reflective colors are not permitted.
- 13) No animals, livestock, or poultry of any kind shall be raised, bred or kept for any commercial purpose, at any time. Property owners may keep, for their own personal use and enjoyment (per five (5) acre tract) a maximum of three (3) large animals (horses and/or cattle), three (3) small farm animals (no swine permitted), six (6) poultry, and personal household pets provided they do not constitute a nuisance or danger to others, provided such animals are confined to property boundaries unless under effective restraint on public property. No animal feed, shelter, or water point may be located within fifty (50) feet of a property line.
- 14) No hunting, trapping or other taking of wildlife, or discharging firearms shall be permitted on the above described real estate or any tract thereof.
- 15) In order to preserve the aesthetic appearance of the development and the value of property therein, and in order to promote the safety of those residents of the development, no junk or dismantled vehicles, vehicle parts, appliances or trash may be kept or stored, temporarily or permanently, on any tract. No noxious or offensive activity, odors, noises or conditions of any sort shall be permitted, nor shall anything be done on any tract which may be or become an annoyance or a nuisance to the neighborhood. All tracts shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all tracts shall in no event use any tract for storage of any materials or equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted. All yard and garden equipment, farm implements, utility trailers, trash containers, storage piles, or materials shall be kept so as to conceal them from view of neighboring tracts, streets or other properties. If necessary, a privacy fence may be used which must be attractive in

appearance, well constructed and finished in a neutral earth tone color. Trash, garbage, or other waste shall be kept in a clean and sanitary condition and disposition of same shall be promptly made.

16) Parking on or blocking any street in any way is prohibited.

17) (A) For the purpose of maintaining areas to be used in common with some or all of the residents and owners of property in the development, the streets, the street lights, drainage and such other activities and undertakings as may be for the general use and benefit of owners and residents of the property, each and every tract owner, in accepting a conveyance of any tract in this development, agrees to and shall become a member of and be subject to the obligations and duly enacted by-laws and rules of the Ashmore Creek Development Property Owners Association, a non-profit corporation. Each such member of the corporation, including the developer, shall have one (1) vote for each tract owned within the development.

(B) The Property Owners Association may, by majority vote of its duly elected Board of Directors, levy assessments or dues against all tract owners in order to defray the costs of performing maintenance or repairs upon common property within the development. The developer, his heirs, successors and assigns shall be exempt from paying association maintenance fees or dues on any unsold or reclaimed tracts. All other property owners in the development shall pay the required dues to the Property Owners Association promptly when the same become due, and in the event of failure to pay the same promptly when the same become due, such dues shall constitute a lien upon the property owned by such owner in the development and the same may be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas.

All delinquent assessments shall bear interest at the rate of ten percent (10%) per annum from the date the same become due until they are paid, and the association shall be entitled to a reasonable fee for its attorneys when their services become necessary to collect any delinquent assessments or dues, all of which shall be a part of the lien for dues.

(C) The liens herein created or retained for unpaid assessments or dues to the Property Owners Association are hereby made expressly inferior and subordinate to valid and bona fide mortgages and deeds of trust or retained vendor's liens securing obligations of owners of any of the tracts in the development up to the time of sale at foreclosure on any such mortgage, deed of trust or vendor's lien and for a period of six (6) months thereafter or until the residence upon such property is occupied, whichever date shall first occur, after which time monthly membership dues shall thereafter accrue as a lien upon such tract in the identical form and manner as prior to the foreclosure sale of the property involved. This subordination shall be construed to apply not only to the original, but to all successive mortgages, deeds of trust, and vendor's liens given by property owners to secure obligations, together with all extensions and renewals thereof.

(D) The Property Owners Association may create an Architectural Control Committee and set and enforce regulations for same.

18) The Developer shall maintain the roads in the development until sixty percent (60 %) of the tracts are sold. After which time the cost of maintaining SOUTH ASHMORE CREEK roads shall be borne by the affected tract owners of SOUTH ASHMORE CREEK or the Property Owners Association. Maintenance work, that is to be paid by the tract owners, must be approved in advance by a majority of the tract owners.

19) The Developer and/or homeowners association shall have the right, but not the obligation, to maintain and care for all road and utility easements and right-of-ways. This includes but is not limited to mowing, weed control and snow removal. The Developer also reserves the right to make minor changes in and minor additions to such road and utility easements for the purpose of more efficiently serving and maintaining South Ashmore Creek or any property therein. The Developer and/or homeowners association using said road and utility easements shall not be liable for any damage done by any of such parties or any of its agents or employees to shrubbery, trees, flowers or other property of the Record Owner situated on the land covered by said road and utility easements.

20) In the event of any violation of any of the provisions hereof, including any of the Covenants, Conditions, Restrictions or Reservations herein contained, enforcement shall be authorized by any proceedings at law or in equity against any entity, person or persons violating any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether

prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such a person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer, the Association or for any Record Owner in South Ashmore Creek to prosecute any proceedings at law or in equity against the entity, person or persons violating any such provisions.

In the event of default on the part of the Record Owner, Lessee or Occupant of any tract in observing any of the above requirements, such default continuing after ten (10) days of written notice thereof, the Developer or homeowners association may without liability to the Record Owner, Lessee or Occupant in trespass or otherwise, enter upon (or authorize others to enter upon) said tract and remove or cause to be removed such garbage, trash and rubbish, or do any other thing necessary to secure compliance with these restrictions, so as to place said tract in an attractive, healthful and sanitary condition, and may charge the Record Owner, Lessee or Occupant of such tract for the reasonable cost of such work and associated materials. The Record Owner, Lessee or Occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

21) Any Notice given or required to be sent to any Record Owner, and when applicable, Occupant, under the provisions of the Declarations, shall be deemed to have been received seven (7) days after being mailed, postage paid, to the last known address of the person who appears as Member or Record Owner, and Occupant (if applicable) at the appropriate property address on the records of the Association at the time of such mailing.

22) The Developer reserves and shall have the right to assign, transfer or convey any reservations, rights, or obligations of the Developer hereunder. Upon such assignment, transfer or conveyance, the Developer shall immediately be released and discharged as to any and all liability incident to such reservation, right or obligation.

DATED: OCTOBER 14, 1999

WOODRIDGE LAND CO., INC.

Cordell W. Schmidt
Cordell W. Schmidt

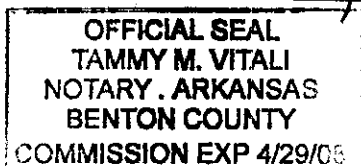
**ACKNOWLEDGEMENT
STATE OF ARKANSAS
COUNTY OF BENTON**

On this 14 day of October, 1999, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named President and to me personally known, who stated that they were the President of Woodridge Land Co. Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and 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 14 day of October, 1999.

Tammy M. Vitali
Notary Public

My commission expires:



A PART OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 28, A PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 29, A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 32, AND A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 33, ALL IN TOWNSHIP 21 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND FOR THE NE CORNER OF THE SE1/4 OF THE NW1/4 OF SECTION 28, T-21-N, R-28-W; THENCE SOUTH 00 DEGREES, 24 MINUTES, 40 SECONDS WEST 1329.29 FEET TO A METAL WAGON WHEEL RIM ENCOMPASSING A PILE OF ROCKS; THENCE SOUTH 00 DEGREES, 21 MINUTES, 24 SECONDS WEST 1635.79 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A SET IRON PIN; THENCE SOUTH 00 DEGREES, 21 MINUTES, 24 SECONDS WEST 1009.99 FEET TO A METAL WAGON WHEEL RIM ENCOMPASSING A PILE OF ROCKS; THENCE SOUTH 00 DEGREES, 16 MINUTES, 10 SECONDS WEST 879.76 FEET TO AN IRON PIN SET ON THE NORTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY 62; THENCE ALONG A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 06 DEGREES 01 MINUTES 40 SECONDS, HAVING A RADIUS OF 1429.20 FEET AND A ARC LENGTH OF 150.36 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 55 DEGREES 48 MINUTES 55 SECONDS WEST 150.29 FEET TO A FOUND RIGHT OF WAY MONUMENT; THENCE SOUTH 58 DEGREES, 49 MINUTES, 45 SECONDS WEST 141.30 FEET TO A SET IRON PIN; THENCE ALONG A CURVE TO THE LEFT WITH A DELTA ANGLE OF 13 DEGREES 22 MINUTES 35 SECONDS, HAVING A RADIUS OF 1509.20 FEET AND A ARC LENGTH OF 352.34 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 52 DEGREES 08 MINUTES 28 SECONDS WEST 351.54 FEET TO A SET IRON PIN; THENCE NORTH 44 DEGREES, 32 MINUTES, 50 SECONDS WEST 19.16 FEET TO A FOUND RIGHT OF WAY MONUMENT; THENCE ALONG A CURVE TO THE LEFT WITH A DELTA ANGLE OF 07 DEGREES 11 MINUTES 25 SECONDS, HAVING A RADIUS OF 1528.36 FEET AND A ARC LENGTH OF 191.80 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 41 DEGREES 51 MINUTES 28 SECONDS WEST 191.67 FEET TO A SET IRON PIN; THENCE SOUTH 38 DEGREES, 19 MINUTES, 51 SECONDS WEST 214.54 FEET TO A FOUND RIGHT OF WAY MONUMENT; THENCE SOUTH 51 DEGREES, 44 MINUTES, 15 SECONDS EAST 19.41 FEET TO A SET IRON PIN; THENCE SOUTH 38 DEGREES, 29 MINUTES, 30 SECONDS WEST 201.42 FEET TO A FOUND RIGHT OF WAY MONUMENT; THENCE SOUTH 38 DEGREES, 11 MINUTES, 24 SECONDS WEST 358.44 FEET TO A SET IRON PIN; THENCE ALONG A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 30 DEGREES 53 MINUTES 12 SECONDS, HAVING A RADIUS OF 778.60 FEET AND A ARC LENGTH OF 419.72 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 53 DEGREES 42 MINUTES 22 SECONDS WEST 414.66 FEET TO A FOUND RIGHT OF WAY MONUMENT; THENCE NORTH 22 DEGREES, 31 MINUTES, 29 SECONDS WEST 20.92 FEET TO A FOUND RIGHT OF WAY MONUMENT; THENCE ALONG A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 01 DEGREES 53 MINUTES 26 SECONDS, HAVING A RADIUS OF 757.68 FEET AND A ARC LENGTH OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 70 DEGREES 08 MINUTES 27 SECONDS WEST 25.00 FEET TO A SET IRON PIN; THENCE LEAVING THE RIGHT OF WAY OF U.S. HIGHWAY 62, NORTH 17 DEGREES, 30 MINUTES, 02 SECONDS WEST 195.02 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING CREEK; THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING COURSES, NORTH 12 DEGREES, 06 MINUTES, 15 SECONDS EAST 44.37 FEET; THENCE NORTH 06 DEGREES, 11 MINUTES, 29 SECONDS WEST 83.26 FEET; THENCE NORTH 17 DEGREES, 42 MINUTES, 04 SECONDS WEST 57.28 FEET; THENCE NORTH 28 DEGREES, 34 MINUTES, 42 SECONDS WEST 98.93 FEET; THENCE NORTH 12 DEGREES, 12 MINUTES, 27 SECONDS EAST 67.20 FEET; THENCE NORTH 33 DEGREES, 29 MINUTES, 44 SECONDS WEST 33.87 FEET; THENCE NORTH 86 DEGREES, 41 MINUTES, 34 SECONDS WEST 65.84 FEET; THENCE NORTH 62 DEGREES, 27 MINUTES, 10 SECONDS WEST 218.21 FEET; THENCE NORTH 45 DEGREES, 50 MINUTES, 51 SECONDS WEST 46.84 FEET; THENCE NORTH 71 DEGREES, 16 MINUTES, 53 SECONDS WEST 49.79 FEET; THENCE SOUTH 82 DEGREES, 16 MINUTES, 02 SECONDS WEST 68.97 FEET; THENCE NORTH 37 DEGREES, 34 MINUTES, 15 SECONDS WEST 54.16 FEET; THENCE NORTH 08 DEGREES, 27 MINUTES, 31 SECONDS EAST 59.94 FEET; THENCE NORTH 42 DEGREES, 48 MINUTES, 58 SECONDS WEST 63.49 FEET; THENCE NORTH 77 DEGREES, 59 MINUTES, 31 SECONDS WEST 37.45 FEET; THENCE NORTH 32 DEGREES, 41 MINUTES, 23 SECONDS WEST 80.41 FEET TO A FOUND IRON PIN; THENCE LEAVING THE CENTERLINE OF SAID CREEK AND ALONG AN EXISTING FENCE LINE, NORTH 14 DEGREES, 26 MINUTES, 24 SECONDS WEST 14.88 FEET TO A SET IRON PIN; THENCE ALONG SAID FENCE LINE, NORTH 17 DEGREES, 47 MINUTES, 17 SECONDS EAST 53.41 FEET TO A SET IRON PIN; THENCE NORTH 29 DEGREES, 00 MINUTES, 02 SECONDS EAST 149.87 FEET TO A SET IRON PIN; THENCE NORTH 40 DEGREES, 00 MINUTES, 59 SECONDS EAST 303.14 FEET TO A SET IRON PIN; THENCE NORTH 28 DEGREES, 12 MINUTES, 48 SECONDS EAST 256.34 FEET TO A TREE FENCE CORNER; THENCE NORTH 89 DEGREES, 11 MINUTES, 20 SECONDS WEST 871.85 FEET TO A FOUND IRON BAR; THENCE SOUTH 00 DEGREES, 02 MINUTES, 49 SECONDS WEST 135.79 FEET TO A SET IRON PIN; THENCE NORTH 64 DEGREES, 04 MINUTES, 48 SECONDS WEST 66.67 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING CREEK; THENCE ALONG SAID CENTERLINE OF CREEK, NORTH 48 DEGREES, 39 MINUTES, 42 SECONDS WEST 132.26 FEET; THENCE ALONG SAID CENTERLINE, NORTH 57 DEGREES, 42 MINUTES, 11 SECONDS WEST 46.56 FEET; THENCE ALONG SAID CENTERLINE, NORTH 82 DEGREES, 47 MINUTES, 20 SECONDS WEST 128.87 FEET; THENCE ALONG SAID CENTERLINE, SOUTH 88 DEGREES, 43 MINUTES, 44 SECONDS WEST 113.81 FEET TO A FOUND RAILROAD SPIKE IN A WOOD BRIDGE OVER SAID CREEK; THENCE LEAVING THE CENTERLINE OF SAID CREEK AND ALONG THE CENTERLINE OF A COUNTY ROAD, NORTH 37 DEGREES, 54 MINUTES, 37 SECONDS WEST 30.03 FEET TO A FOUND RAILROAD SPIKE; THENCE ALONG THE CENTERLINE OF THE COUNTY ROAD THE FOLLOWING COURSES, NORTH 68 DEGREES, 12 MINUTES, 30 SECONDS WEST 113.52 FEET TO A FOUND RAILROAD SPIKE; THENCE NORTH 30 DEGREES, 38 MINUTES, 30 SECONDS WEST 133.05 FEET TO A SET IRON PIN; THENCE NORTH 16 DEGREES, 53 MINUTES, 40 SECONDS WEST 205.22 FEET TO A SET IRON PIN; THENCE NORTH 27 DEGREES, 03 MINUTES, 07 SECONDS WEST 108.70 FEET TO A SET IRON PIN; THENCE NORTH 15 DEGREES, 23 MINUTES, 44 SECONDS WEST 144.46 FEET TO A FOUND IRON PIN; THENCE NORTH 15 DEGREES, 25 MINUTES, 58 SECONDS WEST 213.39 FEET TO A FOUND IRON PIN; THENCE NORTH 08 DEGREES, 52 MINUTES, 30 SECONDS WEST 238.78 FEET TO A FOUND IRON PIN; THENCE NORTH 19 DEGREES, 38 MINUTES, 41 SECONDS WEST 142.91 FEET TO A FOUND IRON PIN; THENCE LEAVING THE CENTERLINE OF SAID ROAD, NORTH 65 DEGREES, 55 MINUTES, 35 SECONDS EAST 135.31 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING CREEK; THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING COURSES, NORTH 84 DEGREES, 22 MINUTES, 38 SECONDS EAST 192.67 FEET; THENCE NORTH 84 DEGREES, 22 MINUTES, 38 SECONDS EAST 121.91 FEET; THENCE NORTH 60 DEGREES, 25 MINUTES, 29 SECONDS EAST 83.42 FEET; THENCE NORTH 83 DEGREES, 12 MINUTES, 23 SECONDS EAST 51.91 FEET; THENCE SOUTH 87 DEGREES, 38 MINUTES, 51 SECONDS EAST 110.69 FEET; THENCE NORTH 76 DEGREES, 08 MINUTES, 05 SECONDS EAST 109.77 FEET; THENCE NORTH 84 DEGREES, 13 MINUTES, 45 SECONDS EAST 134.37 FEET; THENCE SOUTH 88 DEGREES, 37 MINUTES, 07 SECONDS EAST 116.76 FEET; THENCE NORTH 81 DEGREES, 32 MINUTES, 18 SECONDS EAST 98.59 FEET; THENCE NORTH 60 DEGREES, 58 MINUTES, 36 SECONDS EAST 222.35 FEET; THENCE NORTH 79 DEGREES, 59 MINUTES, 23 SECONDS EAST 148.81 FEET; THENCE NORTH 65 DEGREES, 39 MINUTES, 14 SECONDS EAST 159.15 FEET; THENCE NORTH 81 DEGREES, 35 MINUTES, 46 SECONDS EAST 157.95 FEET; THENCE SOUTH 70 DEGREES, 45 MINUTES, 59 SECONDS EAST 192.15 FEET; THENCE NORTH 89 DEGREES, 27 MINUTES, 31 SECONDS EAST 113.80 FEET; THENCE NORTH 49 DEGREES, 28 MINUTES, 25 SECONDS EAST 122.10 FEET; THENCE NORTH 50 DEGREES, 53 MINUTES, 33 SECONDS EAST 98.51 FEET; THENCE SOUTH 70 DEGREES, 26 MINUTES, 43 SECONDS EAST 302.81 FEET; THENCE SOUTH 86 DEGREES, 05 MINUTES, 14 SECONDS EAST 169.22 FEET; THENCE NORTH 73 DEGREES, 34 MINUTES, 06 SECONDS EAST 156.79 FEET; THENCE NORTH 79 DEGREES, 18 MINUTES, 42 SECONDS EAST 238.78 FEET; THENCE SOUTH 86 DEGREES, 38 MINUTES, 22 SECONDS EAST 250.12 FEET; THENCE SOUTH 77 DEGREES, 36 MINUTES, 22 SECONDS EAST 113.47 FEET TO THE TRUE POINT OF BEGINNING.

ASHMORE CREEK AREA PROPERTY OWNERS

I (we) acknowledge receipt of the proposed revision of the Covenants, Conditions, Restrictions & Reservations for the Ashmore Creek Area dated September 10, 1999, to become effective October 15, 1999.

XX YES, I (we) do agree to these revisions, and if approved I (we) authorize this statement to be recorded with said instrument evidencing my (our) approval.

_____ NO, I (we) do not agree to these revisions.

Signature of Owner(s): All owner(s) must sign.
(Appropriate officer must sign for church, trust, etc.)

Date

Richard W. Hamilton 10/4/99
Laura L Hamilton 10/04/99

ACKNOWLEDGEMENT

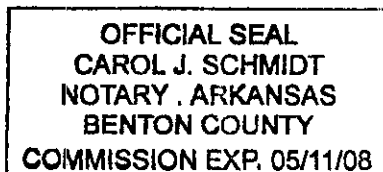
STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared Richard + Laura Hamilton, to me well known or satisfactorily proven to be the party in the foregoing instrument and state that they had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 4 day of October, 1999.

Carol J. Schmidt
NOTARY PUBLIC

My Commission Expires:



ASHMORE CREEK AREA PROPERTY OWNERS

I (we) acknowledge receipt of the proposed revision of the Covenants, Conditions, Restrictions & Reservations for the Ashmore Creek Area dated September 10, 1999, to become effective October 15, 1999.

X YES, I (we) do agree to these revisions, and if approved I (we) authorize this statement to be recorded with said instrument evidencing my (our) approval.

_____ NO, I (we) do not agree to these revisions.

Signature of Owner(s): All owner(s) must sign.
(Appropriate officer must sign for church, trust, etc.)

Date

W. P. Holden 9/28/99
Toni M. Holden 9/28/99

ACKNOWLEDGEMENT

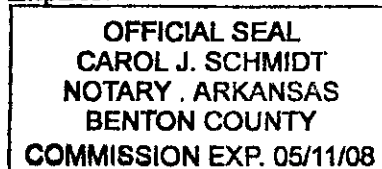
STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared Wm + Toni Holden, to me well known or satisfactorily proven to be the party in the foregoing instrument and state that they had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 28 day of September, 1999.

Carol J. Schmidt
NOTARY PUBLIC

My Commission Expires:



ASHMORE CREEK AREA PROPERTY OWNERS

99109616

I (we) acknowledge receipt of the proposed revision of the Covenants, Conditions, Restrictions & Reservations for the Ashmore Creek Area dated September 10, 1999, to become effective October 15, 1999.

YES, I (we) do agree to these revisions, and if approved I (we) authorize this statement to be recorded with said instrument evidencing my (our) approval.

NO, I (we) do not agree to these revisions.

Signature of Owner(s): All owner(s) must sign.
(Appropriate officer must sign for church, trust, etc.)

Date

<u>Linda Matlock</u>	<u>9-16-99</u>
<u>Wayne M. Matlock</u>	<u>9-16-99</u>
<u>Melissa R. Warren</u>	<u>9-16-99</u>
<u>Chris A. Matlock</u>	<u>9-16-99</u>

ACKNOWLEDGEMENT

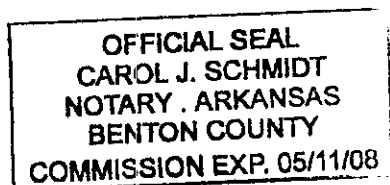
STATE OF Arkansas)
)ss
COUNTY OF Benton)

ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared Wayne + Linda Matlock Melissa Warren + Chris Matlock, to me well known or satisfactorily proven to be the party in the foregoing instrument and state that they had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 16 day of September, 1999.

Carol J. Schmidt
NOTARY PUBLIC

My Commission Expires:



Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Ps: 2007/18466
Term/Cashier: CASH5/KJACKSON
05/08/2007 10:47:52AM
Tran: 944
Total Fees: \$8.00

AMENDMENT TO THE SECOND AMENDED PROTECTIVE COVENANTS AND
RESTRICTIONS SOUTH ASHMORE CREEK AREA

COVENANT AND RESTRICTIONS NUMBER 17B SHALL BE AMENDED TO ADD
THE FOLLOWING: MONTHLY DUES SHALL BE \$20 PER LOT AND AN
ADDITIONAL \$5 FOR EACH ADDITIONAL LOT OWNED BY THE SAME
OWNER.

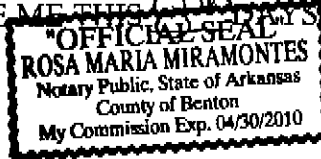
DATED MAY 7, 2007

PRESIDENT
SOUTH ASHMORE CREED POA

Mitchell Wilhelm
MITCHELL WILHELM

SWORN TO AND SUBSCRIBED BEFORE ME THIS 07th DAY OF May, 2007

Rosa Maria Miramontes
NOTARY PUBLIC



MY COMMISSION EXPIRES ON April 30, 2010

Book 2007 Page 18466
Recorded in the Above
BEED Book & Page
05/08/2007

Benton County, AR
I certify this instrument was filed on
05/08/2007 10:48:12AM
and recorded in BEED Book
2007 at pages 0018466
Brenda DeShields-Circuit Clerk