

FILED FOR RECORD  
At 1:30 O'Clock 1 M.STATE OF ARKANSAS )  
COUNTY OF BENTON ) ss DEED OF DEDICATION

MAY 17 1965

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

KNOW ALL MEN BY THESE PRESENTS:

That we, O. A. Yancey and Doris Yancey, husband and wife, being the sole owners of the SE $\frac{1}{4}$  of SW $\frac{1}{4}$  and SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec. 25, and the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  and the NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Sec. 36, all in Twp. 18 N., Rge. 34 W., Benton County, Arkansas, have caused the same to be surveyed, staked and platted by Fred W. Olney, professional engineer, into tracts and streets and have caused the same to be named and designated as Sycamore Heights Subdivision, a plat of which now appears of record in Plat Record E at page 103 in the office of the Circuit Clerk and ex-officio recorder in and for Benton County, Arkansas.

We hereby dedicate for public use all the streets as shown on said plat and for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title to the subdivisions of said land herein referred to as "tracts", do hereby impose the following restrictions which are made covenants running with the land and which shall be binding upon any purchaser of any tract in said subdivision, his or her heirs, devisees, executors, administrators, successors and/or assigns; which restrictions shall be applicable only to the following described lots in said subdivision, to-wit:

Lots 1, 2, 3, 4, 5, 18, 23 and 24 in Sycamore Heights Subdivision.

1. All tracts in said subdivision shall be used solely as residential tracts and no structure shall be erected on any one of said tracts other than one, single-family dwelling not to exceed two stories in height and garage for not more than two cars; provided however, more than one residence can be constructed on either of tracts 1, 4, 5 and 24 by compliance with other building requirements herein including the requirement as to front, side and rear line distances.

2. No building shall be erected on any building plot, whether a portion of one of the tracts above specified, or one or more adjacent tracts, nearer than 100 feet to the front, side or rear line of any building plot, except that a dwelling on Lot 5 may be located within 75 feet of the south line of said tract and a dwelling on Lot 4 may be located within 75 feet of the north line of said tract. All dwellings constructed on the above tracts shall face a street, road or highway as shown on the recorded plat now existing, and all building plots, whether a portion of one of the tracts above specified, or one or more adjacent tracts, shall have frontage on a street, road or highway as shown on the recorded plat now existing.

Book 69

Return - Carl Bonner

3. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on any tract shall at any time be used as a residence either temporarily or permanently, nor shall any residence of a temporary character be permitted. Garage apartments are specifically prohibited.

4. The ground floor area of any residence, exclusive of porches, garages and any outbuilding, shall be not less than 1,000 square feet for a one-story dwelling, and not less than 900 square feet for a dwelling of more than one story.

5. No houses, buildings or structures of any type for the commercial raising of livestock, poultry or animals of any kind shall be erected or used upon the premises of any tract.

6. No structure previously used or any structure, new or used, which was constructed at a place other than upon the premises shall be moved onto any tract or building plot.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. These covenants and restrictions are to run with the land and shall be binding on all owners, their successors or assigns, or persons claiming under them until January 1, 1986, at which time said covenants shall terminate.

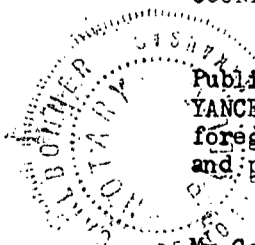
9. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein it shall be lawful for any other person or persons owning any other tract or tracts in said subdivision to prosecute proceedings at law or in equity against the persons or person violating or attempting to violate any such covenant or restriction for the purpose of preventing him or them from so doing or to recover damages for such violation.

10. 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.

Carl Yancey  
Maris Yancey

STATE OF ARKANSAS )  
                                  ) ss  
COUNTY OF BENTON )

ACKNOWLEDGMENT



BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, O. A. YANCEY and DORIS YANCEY, husband and wife, to me well known as the signers of the foregoing instrument and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 15<sup>th</sup> day of May, 1965.

My Commission Expires:

July 7, 1965

Carl Yancey  
NOTARY PUBLIC

FILED FOR RECORD  
At 1:45 O'Clock P M.STATE OF ARKANSAS )  
                          )ss       DEED OF DEDICATION  
COUNTY OF BENTON )

FEB 15 1966

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

KNOW ALL MEN BY THESE PRESENTS:

That YANCEY DEVELOPMENT CORPORATION being the sole owner of the lands hereinafter described located in Sycamore Heights Subdivision as recorded and designated in Plat Record "E" at page 103, of the plat records in the office of the Circuit Clerk and Recorder of Benton County, Arkansas; for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title to the subdivisions of said land herein referred to as "tracts", do hereby impose the following restrictions which are made covenants running with the land and which shall be binding upon any purchaser of any tract in said subdivision, his or her heirs, devisees, executors, administrators, successors and/or assigns; which restrictions shall be applicable only to the following described lots in said subdivision, to-wit:

Lots 10 and 13 and 305 feet of equal and uniform width off the South side of Lots 9 and 14 in Sycamore Heights Subdivision as recorded and designated in Plat Record "E" at page 103.

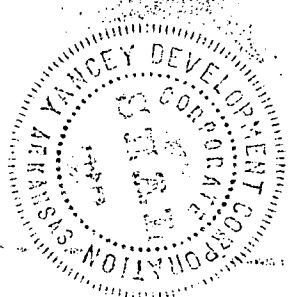
1. All tracts in said subdivision shall be used solely as residential tracts and no structure shall be erected on any one of said tracts other than one, single family dwelling not to exceed two stories in height and garage for not more than two cars; provided however, more than one residence can be constructed on tract 10 by compliance with other building requirements herein including the requirement as to front, side and rear line distances.
2. No building shall be erected on any building plot, whether a portion of one of the tracts above specified, or one or more adjacent tracts, nearer than 100 feet to the front, side or rear line of any building plot, except that a dwelling on the South 305 feet of Lots 9 and 14 may be located within 75 feet of the south line of said tracts, and a dwelling on Lots 10 and 13 may be located within 75 feet of the north line of said tracts. All dwellings constructed on the above tracts shall face a street, road or highway as shown on the recorded plat now existing, except a dwelling constructed on the South one-half of Lot 10, which shall face East; and all building plots, whether a portion of one of the tracts above specified, or one or more adjacent tracts, shall have frontage on a street, road or highway as shown on the recorded plat now existing; except that a dwelling may be constructed on the South one-half of Lot 10.
3. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on any tract shall at any time be used as a residence either temporarily or permanently, nor shall any residence of a temporary character be permitted. Garage apartments are specifically prohibited.
4. The ground floor area of any residence, exclusive of porches, garages and any outbuilding, shall be not less than 1,000 square feet for a one-story dwelling, and not less than 900 square feet for a dwelling of more than one story.
5. No house, buildings or structures of any type for the commercial raising of livestock, poultry or animals of any kind shall be erected or used upon the premises of any tract.
6. No structure previously used or any structure, new or used, which was constructed at a place other than upon the premises shall be moved onto any tract or building plot.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. These covenants and restrictions are to run with the land and shall be binding on all owners, their successors or assigns, or persons claiming under them until January 1, 1986, at which time said covenants shall terminate.

return to C.H. Yancey, Sycamore Heights Realty



9. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein it shall be lawful for any other person or persons owning any other tract or tracts in said subdivision to prosecute proceedings at law or in equity against the persons or person violating or attempting to violate any such covenant or restrictions for the purpose of preventing him or them from so doing or to recover damages for such violation.

10. 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.



YANCEY DEVELOPMENT CORPORATION

By [Signature]  
President

Attest: [Signature]  
Secretary

STATE OF ARKANSAS )  
                          ) ss  
COUNTY OF BENTON )

ACKNOWLEDGMENT

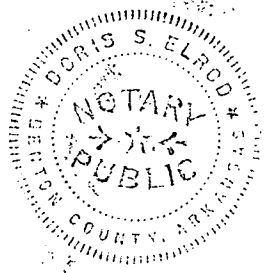
BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, the within named O. A. Yancey and Carl Bonner, to me personally well known, who stated that they were the President and Secretary of the Yancey Development Corporation, 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 on this 15th day of February, 1966.

My Commission Expires:

Jan. 11, 1969

[Signature]  
NOTARY PUBLIC



This Instrument Prepared By  
RUSSELL ELROD  
115 North Broadway  
Silvaco Springs, Arkansas

*Josephine R. Heyland* Clerk  
*by Christine Hulsey, Jr.*

BOOK 383 PAGE 593  
FILED FOR RECORD  
At 8 O'Clock A M.

STATE OF ARKANSAS )  
                          ) ss DEED OF DEDICATION  
COUNTY OF BENTON )

SEP 28 1966

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

KNOW ALL MEN BY THESE PRESENTS:

That Yancey Development Corporation, and Ted T. Lynch and Leola Lynch, husband and wife, being the owners of the lands hereinafter described located in Sycamore Heights Subdivision, as recorded and designated in Plat Record "E" at page 103 of the plat records in the office of the Circuit Clerk and Recorder of Benton County, Arkansas, for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title to the subdivisions of said land herein referred to as "tracts", do hereby impose the following restrictions which are made covenants running with the land and which shall be binding upon any purchaser of any tract in said subdivision, his or her heirs, devisees, executors, administrators, successors and/or assigns; which restrictions shall be applicable only to the following described lots in said subdivision, to-wit:

Lots 19, 22, and 25, and 305 feet of equal and uniform width off the South side of Lots 15, 20, 21 and 26, in Sycamore Heights Subdivision as recorded and designated in Plat Record "E" at page 103.

1. All tracts in said subdivision shall be used solely as residential tracts and no structure shall be erected on any one of said tracts other than one single family dwelling not to exceed two stories in height, and garage for not more than two cars.
2. No building shall be erected on any building plot, whether a portion of one of the tracts above specified, or one or more adjacent tracts, nearer than 100 feet to the front, side or rear line of any building plot, except that a dwelling on the South 305 feet of Lots 15, 20, 21 and 26 may be located within 75 feet of the south line of said tracts; and a dwelling on Lots 19, 22 and 25 may be located within 75 feet of the north line of said tracts. All dwellings constructed on the above tracts shall face a street, road or highway as shown on the recorded plat now existing; and all building plots, whether a portion of one of the tracts above specified, or one or more adjacent tracts, shall have frontage on a street, road or highway as shown on the recorded plat now existing.
3. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on any tract shall at any time be used as a residence either temporarily or permanently, nor shall any residence of a temporary character be permitted. Garage apartments are specifically prohibited.
4. The ground floor area of any residence, exclusive of porches, garages and any outbuilding, shall be not less than 1,000 square feet for a one-story dwelling, and not less than 900 square feet for a dwelling of more than one story.
5. No house, buildings or structures of any type for the commercial raising of livestock, poultry, or animals of any kind shall be erected or used upon the premises of any tract.
6. No structure previously used or any structure, new or used, which was constructed at a place other than upon the premises shall be moved onto any tract or building plot.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. These covenants and restrictions are to run with the land and shall be binding on all owners, their successors or assigns, or persons claiming under them until January 1, 1986, at which time said covenants shall terminate.
9. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein it shall be lawful for any other person or persons owning any other tract or tracts in said subdivision to prosecute proceedings at law or in equity against the persons or person violating or attempting to violate any such covenant or restrictions for the purpose of preventing him or them from so doing or to recover damages for such violation.

Prepared by:

CARL BONNER - BOX 69 - SILVER SPRINGS, ARK.

10. 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.

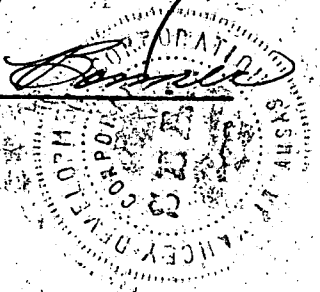
Ted T. Lynch  
Ted T. Lynch

YANCEY DEVELOPMENT CORPORATION

Leola Lynch  
Leola Lynch

By O. A. Yancey  
President

Attest: Carl Bonner  
Secretary

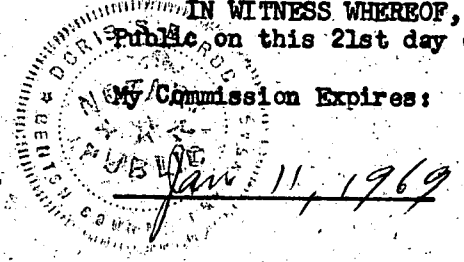


STATE OF ARKANSAS )  
COUNTY OF BENTON ) ss

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, the within named O. A. Yancey and Carl Bonner, to me personally known, who stated that they were the President and Secretary of the Yancey Development Corporation, an Arkansas 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 the said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public on this 21st day of September, 1966.



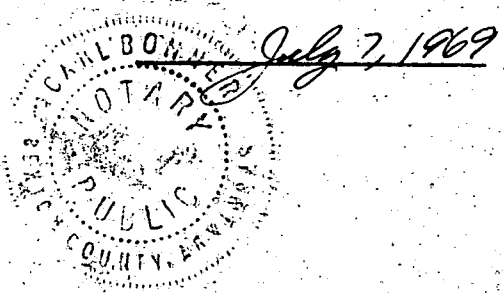
Doris S. Elrod  
NOTARY PUBLIC

STATE OF ARKANSAS )  
COUNTY OF BENTON ) ss

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, the within named Ted T. Lynch and Leola Lynch, husband and wife, to me known as parties to the foregoing instrument, and stated and acknowledged to me that they had signed and executed said instrument as their free and voluntary act and for the uses and purposes and consideration therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public on this 21st day of September, 1966.



Carl Bonner  
NOTARY PUBLIC

125 ←

FILED FOR RECORD  
At 10:50 O'Clock A M.

APR 23 1968

STATE OF ARKANSAS )  
                          ) ss       DEED OF DEDICATION  
COUNTY OF BENTON )

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

KNOW ALL MEN BY THESE PRESENTS:

That YANCEY DEVELOPMENT CORPORATION being the sole owner of the lands hereinafter described located in Sycamore Heights Subdivision as recorded and designated in Plat Record "E" at page 103 of the plat records in the office of the Circuit Clerk and Recorder of Benton County, Arkansas; for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title to the subdivisions of said land hereinafter referred to as "tracts", do hereby impose the following restrictions, which are made covenants running with the land and which shall be binding upon any purchaser of any tract in said subdivision, his or her heirs, devisees, executors, administrators, successors and/or assigns; which restrictions shall be applicable only to the following described lots in said subdivision, to-wit:

Lot 16 in Sycamore Heights Subdivision as recorded and designated in Plat Record "E" at page 103.

1. The above tract shall be used solely as a residential tract, and no structure shall be erected on said tract other than one, single family dwelling not to exceed two stories in height and garage for not more than two cars; provided however, more than one residence can be constructed on said tract by compliance with other building requirements herein set forth, including the requirement as to front, side and rear line distances.
2. No building shall be erected on any building plot, whether a portion of the tract above specified, or one or more adjacent tracts, nearer than 100 feet to the front, side or rear line of any building plot, except that any dwellings constructed on said Lot 16 may be located within 75 feet of the North line and within 75 feet of the South line of said Lot 16. All dwellings constructed on the above tract shall face a street, road or highway as shown on the recorded plat now existing, except that a dwelling constructed on the South one-half of said Lot 16 shall face West; and all building plots, whether a portion of the tract above specified, or one or more adjacent tracts, shall have frontage on a street, road or highway as shown on the recorded plat now existing, except that a dwelling may be constructed on the South one-half of said Lot 16.
3. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on any tract shall at any time be used as a residence either temporarily or permanently, nor shall any residence of a temporary character be permitted. Garage apartments are specifically prohibited.
4. The ground floor area of any residence, exclusive of porches, garages and any outbuilding, shall be not less than 1,000 square feet for a one-story dwelling, and not less than 900 square feet for a dwelling of more than one story.
5. No house, buildings or structures of any type for the commercial raising of livestock, poultry or animals of any kind shall be erected or used upon the premises of any tract.
6. No structure previously used or any structure, new or used, which was constructed at a place other than upon the premises, shall be moved onto any tract or building plot.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. These covenants and restrictions are to run with the land and shall be binding on all owners, their successors or assigns, or persons claiming under them until January 1, 1986, at which time said covenants shall terminate.

*O.A. Yancey*  
return to Yancey Development Corp., P.O. Box 723, Springdale

9. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any other tract or tracts in said subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, for the purpose of preventing him or them from so doing or to recover damages for such violation.

10. 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.



YANCEY DEVELOPMENT CORPORATION

By: *O. A. Yancey*  
President

Attest: *Carl Bonner*  
Secretary

STATE OF ARKANSAS )  
                              ) ss      ACKNOWLEDGMENT  
COUNTY OF BENTON )

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the county and state aforesaid, duly commissioned and acting, the within named O. A. YANCEY and CARL BONNER, to me personally well known, who stated that they were the President and Secretary of the YANCEY DEVELOPMENT CORPORATION, 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.

Witness my hand and seal as such Notary Public on this 22nd day of April, 1968.

My Commission Expires:

*Jan. 11, 1969*

*Doris J. Elrod*  
NOTARY PUBLIC





P. 2

BOOK 415 PAGE 435

FILED FOR RECORD  
At 10:30 O'Clock A. M.

APR 13 1970

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

STATE OF ARKANSAS )  
                                  ) ss        DEED OF DEDICATION  
COUNTY OF BENTON )            AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That O. A. YANCEY and DORIS E. YANCEY, husband and wife, being the sole owners of the lands hereinafter described located in Sycamore Heights Subdivision as recorded and designated in Plat Record "E" at Page 103 of the plat records in the office of the Circuit Clerk and Recorder of Benton County, Arkansas; for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title to the subdivision of said land hereinafter referred to as "tracts", do hereby impose the following restrictions, which are made covenants running with the land and which shall be binding upon any purchaser of any tract in said subdivision, his or her heirs, devisees, executors, administrators, successors and/or assigns; which restrictions shall be applicable only to the following described lots in said subdivision, to-wit:

Part of Lot 9 in Sycamore Heights Subdivision, Siloam Springs, Arkansas, described as beginning at a point 615 feet North of the SE Corner of said Lot 9 and running thence North 503.2 feet, thence West 330 feet, thence South 503.2 feet, thence East 330 feet to the point of beginning, and also, part of Lot 7 in Sycamore Heights Subdivision, Siloam Springs, Arkansas, described as beginning at the SW Corner of said Lot 7, and running thence East 15 feet, thence North 162.5 feet, thence West 15 feet, thence South 162.5 feet to the point of beginning, all as designated in Plat Record "E" at Page 103.

1. The above tract shall be used solely as a residential tract, and no structure shall be erected on said tract other than one, single family dwelling not to exceed two stories in height and garage for not more than two cars; provided however, more than one residence can be constructed on said tract by compliance with other building requirements herein set forth, including the requirement as to front, side and rear line distances.

2. No building shall be erected on the above described tract nearer than 75 feet to the front, side or rear line of said tract, excluding the existing dwelling now located on said tract and provided further that no dwelling shall be constructed on said tract located nearer than 150 feet to the existing dwelling now located on said tract.

3. No trailer, basement, tent, shack, garage, barn or other out-buildings erected on any tract shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted. Garage apartments are specifically prohibited.

4. The ground floor area of any residence, exclusive of porches, garages and any outbuilding, shall be not less than 1,000 square feet for a one-story dwelling, and not less than 900 square feet for a dwelling of more than one-story.

5. No house, buildings or structures of any type for the commercial raising of livestock, poultry or animals of any kind shall be erected or used upon the premises of any tract.

To-Yancey Develop Coy, Siloam Springs

6. No structure previously used or any structure, new or used, which was constructed at a place other than upon the premises, shall be moved onto any tract or building plot.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. These covenants and restrictions are to run with the land and shall be binding on all owners, their successors or assigns, or persons claiming under them until January 1, 1986, at which time said covenants shall terminate.

9. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any other tract or tracts in said subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, for the purpose of preventing him or them from so doing or to recover damages for such violation.

10. 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.

DATED this 8th day of April, 1970.

O. A. Yancey  
O. A. Yancey

Doris E. Yancey  
Doris E. Yancey

"OWNERS"

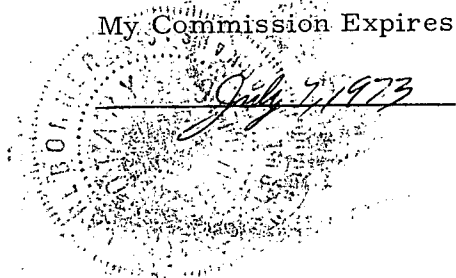
STATE OF ARKANSAS )  
                                  ) ss      ACKNOWLEDGEMENT  
COUNTY OF BENTON )

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, the within named O. A. Yancey and Doris E. Yancey, husband and wife, to me personally well known, who stated that they were the Owners and were duly authorized to execute the foregoing instrument, 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.

WITNESS my hand and seal as such Notary Public on this 8th day of April, 1970.

Care Bonner  
Notary Public

My Commission Expires:

July 4, 1973  


5-2-75  
Amend  
Noted

FILED FOR RECORD  
At 10:45 O'Clock A.M.

AMENDMENT TO PROTECTIVE COVENANTS

JUN 16 1975

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

STATE OF ARKANSAS )  
COUNTY OF BENTON ) SS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Yancey Development Corporation and Ted P. Lynch and Leola Lynch, husband and wife, on September 21, 1966, adopted Protective and Restrictive Covenants applying to the following described lands situated in Benton County, Arkansas, to-wit:

Lots 19, 22 and 25, and 305 Feet of equal and uniform width off the South side of Lots 15, 20, 21 and 26 in Sycamore Heights Subdivision, as recorded and designated in Plat Record "E" at Page 103.

which Protective Covenants were filed for record September 28, 1966, at 8:00 a.m. in the office of the Circuit Clerk and Recorder of Benton County, Arkansas and appear there in Deed Record 383 at Page 593, and

WHEREAS, since the filing of said Protective Covenants above described, the above described lands have been sold to and are now owned by the present owners of record:

- J. Edgar Herbig and Sarah M. Herbig, Husband and Wife
- Woodrow DeWitt and Irma DeWitt, Husband and Wife
- Dewayne J. Mott and Barbara Mott, Husband and Wife
- Myron Peters and Hulen Peters, Husband and Wife
- Dale Jordan and Aretha Jordan, Husband and Wife
- Gerald Wallis and Nancy Wallis, Husband and Wife
- Wayne Allen and Sue Allen, Husband and Wife
- Richard (Dick) Williams and Sylvia Williams, Husband and Wife

All of the above are all of the owners of record of the above described lands, and

return to Ark State Bank, S.S.

WHEREAS, it is the desire and intent of the above named owners of record to amend the Protective Covenants heretofore adopted that apply to the above described lands in order to permit a second single-family dwelling house to be constructed on the south part of Lot 25 in Sycamore Heights Subdivision as recorded and designated in Plat Record "E" at Page 103.

NOW, THEREFORE, the parties hereto being all of the owners of record to the above described lands situated in Sycamore Heights Subdivision, as recorded and designated in Plat Record "E" at Page 103, do hereby consent and agree that the original Protective and Restrictive Covenants applicable to the above described lands situated in Sycamore Heights Subdivision, as recorded in Deed Record 383 at Page 593 in the office of the Circuit Clerk and Recorder of Benton County, Arkansas, shall be revised and amended in Paragraph 1 thereof to read as follows:

Paragraph 1. All tracts in said subdivision shall be used solely as residential tracts and no structure shall be erected on any one of said tracts other than one single-family dwelling not to exceed two stories in height, and garage for not more than two cars, except that two single-family dwelling houses may be constructed on Lot 25. All of the remaining Protective and Restrictive Covenants applying to the above described lands situated in Sycamore Heights Subdivision as described above shall remain in full force and effect unless specifically amended, changed or deleted herein.

IN WITNESS WHEREOF, the said J. Edgar Herbig and Sarah M. Herbig, husband and wife, Dewayne J. Mott and Barbara Mott, husband and wife, Woodrow DeWitt and Irma DeWitt, husband and wife, Myron Peters and Hulén Peters, husband and wife, Dale Jordan and Aretha Jordan, husband and wife, Gerald Wallis and Nancy Wallis, husband and wife, Wayne Allen and Sue Allen, husband and wife, and Richard (Dick) Williams and Sylvia Williams, husband and wife, have hereunto set their hands and seals on this 13 day of June, 1975.

J. Edgar Herbig  
J. Edgar Herbig

Sarah M. Herbig  
Sarah M. Herbig

*Dewayne J. Mott*  
Dewayne J. Mott

*Barbara Mott*  
Barbara Mott

*Woodrow DeWitt*  
Woodrow DeWitt

*Irma DeWitt*  
Irma DeWitt

*Myron Peters*  
Myron Peters

*Helen Peters*  
Helen Peters

*Dale Jordan*  
Dale Jordan

*Aretha Jordan*  
Aretha Jordan

*Gerald Wallis*  
Gerald Wallis

*Nancy Wallis*  
Nancy Wallis

*Wayne W. Allen*  
Wayne Allen

*Sue Allen*  
Sue Allen

*Richard (Dick) Williams*  
Richard (Dick) Williams

*Sylvia Williams*  
Sylvia Williams



STATE OF ARKANSAS }  
COUNTY OF BENTON } ss                    A C K N O W L E D G M E N T

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, J. EDGAR HERBIG and SARAH M. HERBIG, husband and wife, DEWAYNE J. MOTT and BARBARA MOTT, husband and wife, WOODROW DeWITT and IRMA DeWITT, husband and wife, MYRON PETERS and HULEN PETERS, husband and wife, DALE JORDAN and ARETHA JORDAN, husband and wife, GERALD WALLIS and NANCY WALLIS, husband and wife, WAYNE ALLEN and SUE ALLEN, husband and wife, RICHARD (DICK) WILLIAMS and SYLVIA WILLIAMS, husband and wife, to me well known as the parties to the above and foregoing instrument and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 13 day of June, 1975.

V. J. Harris  
Notary Public

My Commission Expires:  
11-1-77