

400

PROTECTIVE COVENANTS - VENTRIS SHORES

1. LAND USE AND BUILDING TYPE: No tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any tract other than one detached single family dwelling, not to exceed two stories in height.

2. BUILDING COMMITTEE: No building shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structure have been approved by the developers and/or the building committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any tract near any street or tract line than the minimum building set back line unless similarly approved.

3. DWELLING SIZE: The dwelling shall not be less than 1200 square feet for a one-story dwelling exclusive of porches, stoops, open or closed carports, patios or garages.

4. OLD BUILDINGS: No old, used or existing building or structure of any kind nor any part of an old, used or existing building or structure shall be moved onto, placed or permitted to remain on any tract. All construction is to be of new material.

5. BUILDING LOCATION: No building shall be located on any tract nearer than 25 feet to the front tract line or nearer than 50 feet to any side street line, or nearer than 50 feet to any interior tract line.

6. LIVESTOCK AND POULTRY: No animal, livestock or poultry of any kind shall be raised, bred or kept on any tract except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. However, it shall be permissible to keep one horse for each one acre in the tract and one 4-H or FFA animal for each two acres in the tract.

7. OUTBUILDINGS: No outside toilet or privy shall be erected or maintained. All septic tanks and laterals must meet with Arkansas State Health Department specifications.

8. EASEMENTS: Easements are reserved along and within 20 feet of the rear line and front line and within 10 feet of the side line of all tracts in this subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephone, water mains, sanitary or storm sewers, road drains and other public and quasi-public utilities for the purpose of trimming any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress and egress from and across said premises to the employees of any of the said utility companies.

Ret. Pick-up

FILED FOR RECORD
At 2:45 o'clock P.M.

JUL 2 1984

JOSEPHINE R. HEYLAND
Clark and Recorder
BENTON COUNTY, ARK

The easements shall also extend along any property owner's side and rear property lines in case of fractional tracts. It shall not be considered a violation of the provision of the easement if wires or cables carried by such poles pass over some portion of said tracts not within the 20 feet wide strip as long as such lines do not hinder the construction of building on any tracts in these subdivisions.

9. NUISANCES: No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may or may become an annoyance or a nuisance to the neighborhood.

10. SIGNS: No sign of any kind shall be displayed to public view on any tract except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

11. OLD CARS: No inoperative or junk cars or vehicles shall be kept on any tract except in an enclosed garage.

12. BUILDING COMMITTEE MEMBERSHIP. The building committee shall consist of initially the developer and thereafter the developer shall designate three persons to constitute the membership of the building committee. A majority of the committee may designate a representative to act for a period in the event of death or resignation of any member of the committee. The remaining members shall have full authority to designate a successor. Neither the members of the committee nor the designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the tracts shall have the power through a duly recorded, written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

13. TRASH AND GARBAGE: In the event that the tract owners do not utilize a trash and garbage pick-up service, each resident will be required to haul his trash and garbage to a public dump and keep the tract in a neat and tidy condition. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash shall be kept in sanitary containers.

14. TERM: These covenants are to run with the land and shall be binding on all parties, their heirs and assigns claiming under them for a period of 25 years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of 10 years; unless instruments signed by a majority of the then owners have been recorded, agreeing to a change in said covenants in whole or in part. Subsequent invalidation of any one of these covenants shall in no wise affect the other provisions which shall remain in full force and effect.

15. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

_____(L.S.) Calvin J. Spivey _____(L.S.)
_____(L.S.) Mathie M. Spivey _____(L.S.)

ACKNOWLEDGMENT

STATE OF Arkansas }
COUNTY OF Denton } ss.

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Calvin J. Spivey, Mathie M. Spivey

to me well known as the Grantor in the foregoing Deed, and stated that _____ had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 3 day of July, 1984.

My Commission expires: 11-15-84

(SEAL)

Maude J. Davidson

Notary Public

Prepared by

AMENDMENT OF
PROTECTIVE COVENANTS

FILED FOR RECORD
At 1:35 O'Clock P.M.

FOR

JUN 23 1997

VENTRIS SHORES SUBDIVISION
BENTON COUNTY, ARKANSAS

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

The undersigned, being the owners of a majority of the lots and land located in Ventris Shores Subdivision, Benton County, Arkansas, and as shown on the recorded Plat of said subdivision in Plat Record Book 6, at page 6, of the records of Benton County, Arkansas, do hereby amend the protective covenants for Ventris Shores Subdivision previously recorded on the 2nd day of July, 1984, in Deed Book 621, at page 12.

I. Paragraph 5, titled "Building Location" is hereby amended to read as follows:

5. "BUILDING LOCATION: No building shall be located on any tract nearer than 25 feet to the front tract line or nearer than 50 feet to any side street line, or nearer than 50 feet to any interior tract line. The interior tract line set back of 50 feet shall NOT apply to Lot 11. For Lot 11, the interior tract line set back shall be 30 feet."

II. The first sentence of Paragraph 8, titled "Easements" is hereby amended to read as follows:

8. "EASEMENTS: Easements are reserved along and within 15 feet of the rear line and front line and within 10 feet of the side line of all tracts in this subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephone, water mains, sanitary or storm sewers, road drains and other public and quasi-public utilities and for the purpose of trimming any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress and egress from and across said premises to the employees of any of the said utility companies."

III. Except as herein specifically amended, the original protective covenants shall remain in full force and effect.

10745

Dated this 27 day of May, 1997.

Richard Knapp
RICHARD KNAPP

Mary C Knapp
MARY KNAPP

J Moore
LEE MOORE

Carolyn P. Moore
CAROLYN MOORE

Kim Zehner
KIM ZEHNER

Linda Zehner
LINDA ZEHNER

THE REX CORPORATION
BY: C.J. Spivey
C.J. SPIVEY, President

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF BENTON)

BE IT REMEMBERED that on this date came before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting, RICHARD KNAPP AND MARY KNAPP, Husband and Wife, LEE MOORE AND CAROLYN MOORE, Husband and Wife, KIM ZEHNER AND LINDA ZEHNER, Husband and Wife, to me well known as the Owners in the foregoing instrument and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

SUBSCRIBED and sworn to before me this _____ day of _____, 1997.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

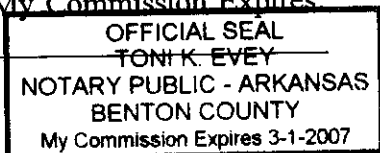
STATE OF ARKANSAS)
)ss.
COUNTY OF BENTON)

BE IT REMEMBERED that on this date came before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting, C.J. SPIVEY, President, duly authorized by THE REX CORPORATION to execute the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

SUBSCRIBED and sworn to before me this 27th day of May, 1997.

Toni K Evey
Notary Public

My Commission Expires:



howardventris.com

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF BENTON)

BE IT REMEMBERED that on this date came before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting, RICHARD KNAPP AND MARY KNAPP, Husband and Wife, to me well known as the Owners in the foregoing instrument and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

SUBSCRIBED and sworn to before me this 27th day of May, 1997.

Kathy Stephens
Notary Public

OFFICIAL SEAL
Kathy Stephens
Notary Public - Arkansas
Benton County
My Commission Expires 4-1-2003

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF BENTON)

BE IT REMEMBERED that on this date came before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting, LEE MOORE AND CAROLYN MOORE, Husband and Wife, to me well known as the Owners in the foregoing instrument and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

SUBSCRIBED and sworn to before me this 27th day of May, 1997.

Kathy Stephens
Notary Public

OFFICIAL SEAL
Kathy Stephens
Notary Public - Arkansas
Benton County
My Commission Expires 4-1-2003

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF BENTON)

BE IT REMEMBERED that on this date came before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting, KIM ZEHNER AND LINDA ZEHNER, Husband and Wife, to me well known as the Owners in the foregoing instrument and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

SUBSCRIBED and sworn to before me this 27th day of May, 1997.

Kathy Stephens
Notary Public

My Commission Expires:
4-1-2003

OFFICIAL SEAL
Kathy Stephens
Notary Public - Arkansas
Benton County
My Commission Expires 4-1-2003