

SEP 23 1988

PROPERTY SUBJECT TO THESE COVENANTS
ROCKY BRANCH FARMS, PHASE TWO

SUE HODGES

Clerk and Recorder
BENTON COUNTY, ARK.

1. Real property which is and shall be held, transferred, sold, conveyed and occupied subject to these covenants is located and situated in the County of Benton, State of Arkansas, and is that property appearing in Plat record _____ at Page _____. The real property which is and shall be subject to these covenants shall hereinafter be called ROCKY BRANCH PHASE II.
2. No building shall be erected or maintained on any lot in said subdivision other than a private residence, private garage and storage building for the sole use of the owner. Dwellings shall not be less than 1800 square feet enclosed area, exclusive of porches, stoops, open or closed carports, patios, or garages. No buildings of any type may be moved on to property except a storage building of new construction.
3. No structure such as a trailer, tent, shack or other temporary structure shall be used as a residence. No outside toilet or privy shall be erected or maintained. Septic tanks and laterals must meet Arkansas State Health Department specifications.
4. No residential structure shall be located nearer to the front lot line than 20 feet or nearer to the side street line than 20 feet, or nearer to the side lot line than 10 feet. Only one home to be built upon each tract, and no tract to be subdivided.
5. Easements are reserved along and within 15 feet of the front lines of all lots in these subdivisions for construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric, telephone with right of ingress and egress from and across said easements to employees of said utilities.
6. No home site shall be put to any commercial, industrial or manufacturing use.
7. No noxious or offensive activity shall be carried on, nor shall anything be done which may become an annoyance or nuisance to ordinary residential usage.
8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property during construction and sales period.
9. All owners of homes shall carefully maintain his property and structures, buildings and improvements of whatever nature in a safe, clean and wholesome manner and in first class condition and repair at all times. All refuse or rubbish of any character whatsoever must be promptly removed and not allowed to accumulate on any part of the property.
10. No animals on any home site shall be allowed to run loose. They shall be kept in an enclosed area.
11. These covenants are to run with the land and shall be binding on all parties, their heirs, and assigns claiming under them. These covenants shall stand unless instruments signed by a majority of the then owners have been recorded, agreeing to change in said covenants in whole or any 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. If the owner of any lot in said subdivision, or any other person shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivisions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or recover damages or other dues for such violation.

ROCKY BRANCH FARMS LIMITED PARTNERSHIP I,
BY R.B.F. Realty Management Company, Inc.,
General Partner

By Stan E. Wisdom
Stan E. Wisdom, President

Rivercliff Realty
100 Rivercliff Rd.
Rogers Ar. 72756
Attn: Bobbie

32272

54

00099185

FILED FOR RECORD
At 10:01 O'Clock A M

SEP 27 2000

AFFIDAVIT OF COVENANT CHANGE

SUE HODGES
Clerk and Recorder
Benton County, ARK.

I, Hardy W. Croxton, Jr., of Cochran, Schneider & Croxton, P.A., Attorneys at Law, to the best of my knowledge and belief, state upon oath the following:

1. That Rocky Branch Farms – Phase II as recorded in the records of the Circuit Clerk and Recorder of Benton County at Plat Record Book A15, at Page 43, and further described as follows:

A part of the NW ¼ of the SW ¼ and a part of the SW ¼ of the NW ¼ of Section 11, and a part of the SE ¼ of the SE ¼, a part of the NE ¼ of the SE ¼, a part of the SE ¼ of the NE ¼, a part of the NE ¼ of the NE ¼, a part of the NW ¼ of the NE ¼, a part of the SW ¼ of the NE ¼, a part of the NW ¼ of the SE ¼, a part of the SW ¼ of the SE ¼, and a part of the NE ¼ of the SW ¼ of Section 10, and a part of the NE ¼ of the NE ¼ and a part of the NW ¼ of the NE ¼ of Section 13 and all in Township 19, North, Range 28 West, Benton County, Arkansas, being subject to the Beaver Reservoir Take Line and Lease recorded with the Rocky Branch Fire Protection Association, Inc. as lessees and being more particularly described as follows:

Starting at the NW Corner of the NW ¼ of Section 15, thence S 88° 46' 34" E 88.39 feet to the Point of Beginning, thence S 88° 46' 34" E 896.64 feet thence N 01° 12' 33" E 1336.88 feet; thence N 89° 02' 09" W 986.38 feet, thence N 88° 12' 30" W 631.88 feet to the Beaver Reservoir Take Line, thence along said Take Line N 27° 54' 31" E 374.10 feet, thence N 37° 59' 26" E 834.11 feet, thence N 01° 31' 14" E 166.60 feet, thence N 45° 55' 27" E 470.48 feet, thence N 22° 56' 58" E 901.07 feet, thence N 19° 35' 58" E 448.41 feet, thence laving said Take Line S 70° 24' 47" E 210.77 feet, thence N 19° 35' 13" E 65.00 feet, thence N 25° 59' 38" E 460.80 feet, thence S 88° 51' 53" E 96.70 feet to the Beaver Reservoir Take Line, thence along said Take Line S 61° 49' 47" E 366.16 feet, thence S 24° 49' 37" E 742.38 feet, thence S 01° 16' 17" W 334.17 feet, thence S 88° 55' 41" E 164.31 feet, thence S 43° 24' 07" E 214.10 feet, thence S 17° 04' 36" E, 528.62 feet, thence S 14° 41' 36" W 681.14 feet, thence S 27° 45' 18" E 371.11 feet, thence N 27° 12' 54" E 736.43 feet, thence N 64° 29' 37" E 65.45 feet, thence N 01° 01' 08" E 499.38 feet, thence N 45° 37' 04" E 233.76 feet, thence N 72° 46' 09" E 520.62 feet, thence N 86° 07' 01" E 160.50 feet, thence S 02° 01' 12" W 6.81 feet, thence S 00° 30' 31" E 1330.39 feet to the North Right of Way of Rocky Branch Road. Thence along said ROW N 70° 14' 00" W 88.90 feet, thence S 88° 63' 00" W 200.42 feet, thence along said ROW S 89° 34' 99" W, 1008.49 feet, thence S 00° 18' 08" W 150.00 feet to the North Right of Way of Rocky Branch Road, thence S 76° 20' 11" W 613.93

00099186

feet, thence S 61° 14' 28" W 126.31 feet, thence S 48° 25' 45" W 138.90 feet, thence S 19° 56' 42" W 176.77 feet, thence S 36° 43' 30" W 208.43 feet, thence S 43° 27' 29" W 180.78 feet, thence S 44° 05' 38" W 146.77 feet, thence S 31° 28' 34" W 235.67 feet, thence S 57° 54' 19" W 300.99 feet, thence S 89° 20' 40" W 166.43 feet, thence N 73° 43' 49" W 188.68 feet, thence N 79° 49' 00" W 195.35 feet, thence N 84° 44' 02" W 251.38 feet, thence N 87° 29' 42" W 183.86 feet, to the Point of Beginning, containing 213.13 Acres More or Less and subject to all existing Rights of Way.

Has had in effect Protective Covenants attached hereto as Exhibit "A".

2. That pursuant to said Protective Covenants the First Amended Protective Covenants were proposed.

3. That by ballot, the existing landowners adopted the First Amended Protective Covenants. That attached hereto are Exhibit "B" the duly executed ballots of all landowners responding by September 26, 2000.

4. That attached hereto are Exhibit "C" the newly adopted First Amended Protective Covenants for Rocky Branch Farms – Phase II.

Further Affiant Sayeth Naught.

by Hardy W. Croxton, Jr.
Hardy W. Croxton, Jr., Bar No. 81039
Cochran, Schneider & Croxton, P.A.
624 West Walnut Street
Rogers, Arkansas 72756
(501) 636-3623

Subscribed and sworn to before me this 27th day of September, 2000.

OFFICIAL SEAL
WENDY D. STOUFFER
NOTARY PUBLIC - ARKANSAS
BENTON COUNTY
COMMISSION EXP. 06/10/2007

Notary

Wendy D. Stouffer

My Commission Expires:

6/10/2007

FILED FOR RECORD
At 9:10 O'clock A.M.

SEP 23 1988

PROPERTY SUBJECT TO THESE COVENANTS
ROCKY BRANCH FARMS, PHASE TWO

SUE HODGES

Clerk and Recorder
BENTON COUNTY, ARK.

1. Real property which is and shall be held, transferred, sold, conveyed and occupied subject to these covenants is located and situated in the County of Benton, State of Arkansas, and is that property appearing in Plat record _____ at Page _____. The real property which is and shall be subject to these covenants shall hereinafter be called ROCKY BRANCH PHASE II.
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5. Easements are reserved along and within 15 feet of the front lines of all lots in these subdivisions for construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric, telephone with right of ingress and egress from and across said easements to employees of said utilities.
6. No home site shall be put to any commercial, industrial or manufacturing use.
7. No noxious or offensive activity shall be carried on, nor shall anything be done which may become an annoyance or nuisance to ordinary residential usage.
8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property during construction and sales period.
9. All owners of homes shall carefully maintain his property and structures, buildings and improvements of whatever nature in a safe, clean and wholesome manner and in first class condition and repair at all times. All refuse or rubbish of any character whatsoever must be promptly removed and not allowed to accumulate on any part of the property.
10. No animals on any home site shall be allowed to run loose. They shall be kept in an enclosed area.
11. These covenants are to run with the land and shall be binding on all parties, their heirs, and assigns claiming under them. These covenants shall stand unless instruments signed by a majority of the then owners have been recorded, agreeing to 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. If the owner of any lot in said subdivision, or any other person shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivisions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or recover damages or other dues for such violation.

ROCKY BRANCH FARMS LIMITED PARTNERSHIP I,
BY R.B.F. Realty Management Company, Inc.,
General Partner

By Stan E. Wisdom
Stan E. Wisdom, President

Reverdiff Realty
100 Reverdiff Rd.
Rogers, Ar. 72756
ATTN: Bobbie

00099188

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

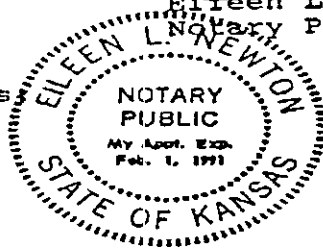
On this day before the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for the County and State, appeared in person the within named ROCKY BRANCH FARMS LIMITED PARTNERSHIP I, by R.B.F. REALTY MANAGEMENT COMPANY, INC., General Partner, by its President, Stan E. Wisdom, to me well known, who stated that he was duly authorized to execute the foregoing instrument for and in the name and behalf of said partnership, and stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th day of September, 1988.

Eileen L. Newton

Eileen L. Newton
Notary Public

My appointment expires
February 1, 1991.



Ballot

Lot No. 28

Owner(s): Mr. Greg Parker

The undersigned do hereby:

Accept, or

Reject, the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.

Greg W. Parker
Signature of Owner

Signature of Owner

3629 Hwy 65 N.
Address of Owner

HARRISON, AR 72601

Shirley Reeves
Witness

00099190

Ballot

Lot No. 24 & 25

Owner(s): Mr. Alan Fithian

The undersigned do hereby:

Accept or

Reject, the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.

Alan Fithian
Signature of Owner

Signature of Owner

8252 Carve Rd.
Address of Owner

Rogers, AR. 72756

Pat Yocum
Witness

OFFICIAL SEAL
Pat Yocum
Notary Public - Arkansas
Benton County
My Commission Expires 11-1-2003

9-12-00

00099191

Ballot

Lot No. 27

Owner(s): Mr. & Mrs. Tom Ryan

The undersigned do hereby:

Accept, ~~or~~

Reject, the adoption of the First Amendment to Protective
Covenants of Rocky Branch Farms, Phase Two.

Thomas J Ryan
Signature of Owner

Frances K. Ryan
Signature of Owner

837 Atalanta Dr
Address of Owner

Rogers, AR 72756

June B Easton
Witness

00099192

Ballot

Lot No. 2, 4, 5, 13, 14, 15, 18, 19, 20, 21 & 23

Owner(s): On Site Compliance, Inc.

The undersigned do hereby:

Accept, or

Reject, the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.

Terry Ryan - President
Signature of Owner *FOR*

Signature of Owner

PO Box 2302
Address of Owner

Rocky Branch AR 72757

Terry M. Ryan - Witness
Witness

00099193

Ballot

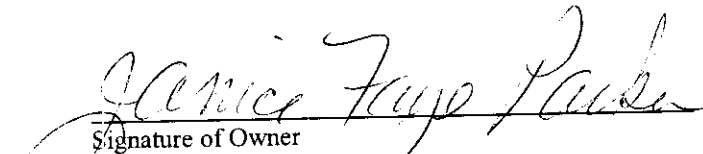
Lot No. 16 & 32

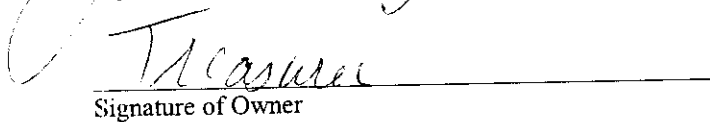
Owner(s): Rocky Branch Fire Protection Association, Inc.

The undersigned do hereby:

Accept, or

Reject, the adoption of the First Amendment to Protective
Covenants of Rocky Branch Farms, Phase Two.


Signature of Owner


Signature of Owner

Address of Owner **ROCKY BRANCH FIRE
PROTECTION ASSOCIATION
19862 HWY. 303
ROGERS, AR 72756**


Witness

00099194

Ballot

Lot No. 3

Owner(s): Mr. Reginald Jessee

The undersigned do hereby:

Accept

Accept, or

Reject, the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.

Reginald D. Jessee

Signature of Owner

Signature of Owner

Address of Owner

Thomas D. [unclear]

Witness

**My Commission
Expires 6/6/2008**

00099195

Ballot

Lot No. 17

Owner(s): Mr. & Mrs. Vic Holt

The undersigned do hereby:

Accept, or

Reject, the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.

Vic Holt
Signature of Owner

Laura K. Holt
Signature of Owner

3754 E. 47th Pl.
Address of Owner

Pulsa, Ok 74135

Sarah J. Cox
Witness

00099196

Ballot

Lot No. 31

Owner(s): Mr. & Mrs. Ernest Summers

The undersigned do hereby:

Accept, or

Reject, the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.

Ernest Summers
Signature of Owner

Judy R. Summers
Signature of Owner

11426 Grand Circle
Address of Owner

Omaha, NE 68164

Roger L. Cowan
Witness

00099197

Ballot

Lot No. part 29 & 30

Owner(s): Mr. & Mrs. Michael Oehrle

The undersigned do hereby:

Accept, or

Reject, the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.

Michael Oehrle

Signature of Owner

Rebecca Oehrle

Signature of Owner

14313 PINE ST.

Address of Owner

SANTA FE, TEXAS 77517

[Signature]
Witness

00099138

Ballot

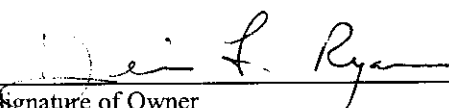
Lot No. 26

Owner(s): Mr. & Mrs. Dennis Ryan

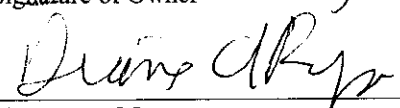
The undersigned do hereby:

Accept, or

Reject, the adoption of the First Amendment to Protective
Covenants of Rocky Branch Farms, Phase Two.



Signature of Owner



Signature of Owner

Address of Owner

Witness

00099199

Ballot

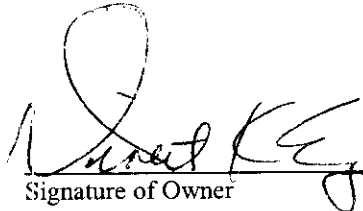
Lot No. 9

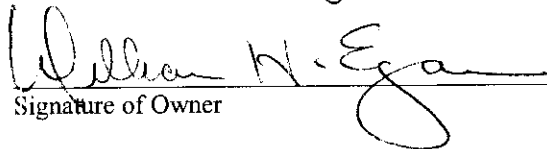
Owner(s): Mr. & Mrs. William H. Egan

The undersigned do hereby:

Accept, or

Reject, the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.


Signature of Owner


Signature of Owner

20575 WADE RD
Address of Owner

SPRINGDALE, AR 72764

Witness

00099200

Ballot

Lot No. 8

Owner(s): Mr. & Mrs. David Williamson

The undersigned do hereby:

REJECT

~~Accept~~, or

Reject the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.

David Williamson

Signature of Owner

Leanne M. Williamson

Signature of Owner

300 BEN NEVIS LN

Address of Owner

BELTON, TX 76513

Joseph L. Har

Witness

00099201

Ballot

Lot No. 22

Owner(s): Mr. & Mrs. Robert Kossieck

The undersigned do hereby:

Accept, or

Reject, the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.

Robert Kossieck
Signature of Owner

Barbara A. Kossieck
Signature of Owner

8452 Jarne Rd
Address of Owner

Rogers, AR 72756

Witness

1. We do not think under article 6 that Commercial should be omitted. Leave as is.
2. Lots may be split to not less than 2 acres.

00099202

Ballot

Lot No. 10

Owner(s): Ms. Ann Lynne Raebel

The undersigned do hereby:

~~Accept~~, or

Reject the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.

Ann L. Raebel P.T.
Signature of Owner

Signature of Owner

34 Brig Daw
Address of Owner
Rogers, AR

June B. Canton
Witness

00099203

Ballot

Lot No. ¹¹~~22~~

Owner(s): *Mr & Mrs. Clyde L. Backer*
~~Mr. & Mrs. Robert Kossieck~~

The undersigned do hereby:

Accept, or

Reject the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.

Backer

Signature of Owner

Cynthia A. Backer

Signature of Owner

8433 Ridge Crest Ln

Address of Owner

Rogus AR 72756

Judy Pickett

Witness

00099204

Ballot

Lot No. 7

Owner(s): Mr. & Mrs. Lanny Howell

The undersigned do hereby:

Accept, or

Reject, the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.

Lanny M. Howell
Signature of Owner

Susan S. Howell
Signature of Owner

63 Pimlico Drive
Address of Owner

Bella Vista, AL 36714

Larry Saucier
Witness

00099205

Ballot

Lot No. 11 & 12

Owner(s): Mr. & Mrs. Timothy J. Fryer

The undersigned do hereby:

Accept, or

Reject, the adoption of the First Amendment to Protective Covenants of Rocky Branch Farms, Phase Two.

Timothy J. Fryer
Signature of Owner

Cynthia B. Fryer
Signature of Owner

8642 Hidden Creek Rd
Address of Owner

Howell MI 48843

Carrie F. Fryer
Witness

00099206

Ballot

Lot No. 1 & 6

Owner(s): Ms. Mary Ruth Harner

The undersigned do hereby:

~~Accept, or~~

Reject, the adoption of the First Amendment to Protective
Covenants of Rocky Branch Farms, Phase Two.

Ms Mary Ruth Harner
Signature of Owner

Signature of Owner

16370 Grackle Drive
Address of Owner

Rogers, AR 72756-7742

Raymond M. Rumpf
Witness

00099207

EXHIBIT 'C'

FIRST AMENDMENT TO PROTECTIVE COVENANTS

ROCKY BRANCH FARMS, PHASE TWO

1. Real property which is and shall be held, transferred, sold, conveyed and occupied subject this, the First Amendment to Protective Covenants, is located and situated in the County of Benton, State of Arkansas, and is that property recorded by plat dated January 15, 1989 and recorded for record in the records of the Clerk and Recorder of Benton County, Arkansas on December 28, 1989, and shall hereinafter be called Rocky Branch Farms, Phase Two.
2. No building shall be erected or maintained on any lot in said subdivision other than a private residence, private garage and storage building or church, for the sole use of the owner or congregation. Dwellings shall not be less than 1,500 square feet enclosed area, exclusive of porches, stoops, open or closed carports, patios, decks or garages.
3. No structure such as a trailer, tent, shack or other temporary structure shall be used as a residence. No outside toilet or privy shall be erected or maintained. Septic tanks and laterals must meet Arkansas State Health Department specifications.
4. No residential structure shall be located nearer to the front line than twenty (20) feet, or nearer to the side lot line than ten (10) feet. Only one home is to be built upon each tract, or partial tract thereof as subdivided. Tracts may be subdivided. Subdivided partial lots must meet Arkansas State Health Department specifications with regards to septic tanks and laterals.
5. Easements are reserved along and within fifteen (15) feet of the front lines of all lots in this subdivision for construction and perpetual maintenance of conduits, poles, wires, pipes and fixtures for electric, telephone and other utilities with right of ingress and egress from and across said utilities.
6. No home site shall be put to any industrial or manufacturing use.

7. No noxious or offensive activity shall be carried on, nor shall anything be done which may become an annoyance or nuisance to ordinary residential usage.

8. No sign of any kind shall be displayed to the public view or any lot or subdivided part thereof except one sign of not more than five (5) square feet advertising the property during construction or sales period, except that any owner of five (5) or more lots or subdivided parts thereof may display one sign not to exceed twenty-five (25) square feet for every five lots or subdivided parts thereof owned. Signage for a church shall be exempt, but shall be compatible with the landscape, and in good taste.

9. All owners of homes shall carefully maintain their property and structures, buildings and improvements of whatever nature in a safe, clean and wholesome manner and in good condition and repair at all times. All refuse or rubbish of any character whatsoever must be promptly removed and not allowed to accumulate on any part of the property.

10. No animals on any home site shall be allowed to run loose. They shall be kept in an enclosed area.

11. These covenants are to run with the land and shall be binding on all parties, their heirs, and assigns, claiming under them. These covenants shall stand unless an instrument or instruments signed by a majority of lot owners has or have been recorded. For the purpose of these covenants, each lot and the owner thereof shall be entitled to one vote. Any individual, individuals or entities owning more than one lot shall be entitled to one vote for each lot owned. Owners of any partial subdivided lot shall be entitled to a fractional vote based on the number of lot divisions made. By example and for the purposes of these covenants, the owner of a partial subdivided lot, resulting from the division of one (1) lot into two (2) subparcels shall be entitled to one-half (1/2) vote, regardless of the percentage of acreage of the original lot.

00099209

12. Subsequent invalidation of any one of these covenants shall in no way affect the other provisions which shall remain in full force and effect. If the owner of any lot in said subdivision, or any other person shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real estate in said subdivision to prosecute any proceedings at law or in equity against the person, persons or entity violating or attempting to violate any such covenants and either prevent them or it from so doing or recover damages or other dues for such violation.

Affidavit of Certification

I, Hardy W. Croxton, Jr., Cochran, Schneider & Croxton, P.A., Attorneys at law hereby attest to the adoption of the above First Amendment to Protective Covenants of Rocky Branch Farms - Phase II, by a majority vote of all landowners, this 27th day of September 2000.

Hardy W. Croxton, Jr.
Hardy W. Croxton, Jr.

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

BE IT REMEMBERED that on this 27 day of Sept., 2000 came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Hardy W. Croxton, Jr. to me well known and state that ^{he} they had executed the above for the consideration an purposes mentioned and set forth therein.

Subscribed and sworn to before me this 27th day of Sept, 2000

Wendy D. Stouffer
Notary Public

My Commission Expires:
6/10/2007

