

225

PROTECTIVE COVENANTS
for
TOWNSENDS ADDITION

BOOK 422 PAGE 174

Location: Located in part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Sec. 11,
Twp. 19 N., Rg. 29 W. in Benton County, Arkansas

The undersigned Gene Harris and Hettie M. Harris, being sole owners of the Townsends Addition, do hereby establish and create the following protective covenants which shall apply to all lots, blocks, parcels and parts of lots and blocks as shown on the recorded plat of the above subdivision.

I.

COVENANTS

- A. Land use and building type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and 1/2 stories in height and a private garage for not more than three cars.
- B. Dwelling cost, quality and size: No dwelling shall be permitted on any lot at a cost of less than \$30,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The first floor area of the main structure, exclusive of one story porches and garages, shall be not less than 1800 square feet for a one story dwelling, nor less than 1200 square feet for a dwelling of more than one story, and the combined enclosed living area of either a one story or two story dwelling shall not be less than 1800 square feet.
- C. Building location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any are shown thereon. No building shall be located nearer than 10 feet to an interior lot line, except a 5 foot side yard shall be required for a garage or other permitted accessory building, located 35 feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- D. Lot area and width: No dwelling shall be erected or placed on any less area than a complete lot as shown on recorded plat.
- E. Easements: Easements for installation and maintenance of utilities & drainage facilities are reserved as shown on recorded plat, if such are shown, and over the front 5 feet of each lot.
- F. Nuisances: 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. No horses, cows, chickens or other farm animals may be kept on the premises, and no breeding of pets for sale may be carried on within this addition. No pets shall be allowed to run loose in the neighborhood.
- G. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. No trailer, camper or bus home shall be kept on any lot for more than 2 days unless same is screened from view, except for use as a construction office during the construction of a residence.

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

NOV 23 1970

JOSIE L. HAYES
Clerk and Recorder
BENTON COUNTY, ARK.

Moody
For *see* Record *76*
11-12-70
See Hayes Clerk

H. Sight distance at intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

II.

GENERAL PROVISIONS

- A. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years, from the date these covenants are recorded, after which time said covenants will be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or any part.
- B. Enforcement: Enforcement shall be by proceedings at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- C. Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESSETH the hands and seals of the President and Secretary of Darrow Garner, Inc., Developer, and Gene Harris and Hettie M. Harris, owners, this 13 day of November 1970.

DARROW GARNER, INC.

By: Darrow Garner Pres.

Gene Harris
Gene Harris

Attest: Mary Ruth Garner
Secy.
(Developer)

Hettie M. Harris
Hettie M. Harris
(Owners.)

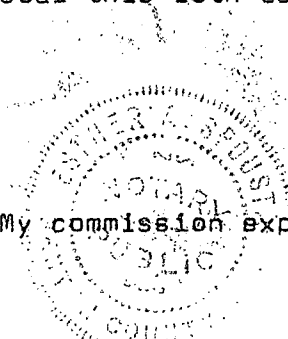
STATE OF ARKANSAS)
COUNTY OF BENTON) ss

On the 13 day of November 1970, before me a Notary Public duly commissioned, qualified and acting, within and for the county and state aforesaid, appeared Gene Harris and Hettie M. Harris, owners, and Darrow Garner and Mary Ruth Garner, President and Secretary of Darrow Garner, Inc., authorized developer, to me personally well known, and stated that they being authorized to do so, had executed the foregoing instrument, and that they had so signed, executed and delivered the same for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of November 1970.

Catharine C. Spawsto
Notary Public

My commission expires March 5, 1973



96 092181

FILED FOR RECORD
At 1:30 O'clock A M

NOV 12 1996

MODIFICATION OF PROTECTIVE COVENANTS
FOR TOWNSENDS ADDITION

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, there exists Protective Covenants for Townsends Addition located in Part of the NW 1/4 of the NE 1/4 in Section 11, Township 19 North, Range 29 West, Benton County, Arkansas, and recorded with the Benton County Clerk and Recorder at Deed Record 422, Page 174, the Protective Covenants which apply to all lots, blocks, parcels and parts of lots and blocks as shown in the recorded plat of Townsends Addition Subdivision; and

WHEREAS, said Protective Covenants provide in Article II(A) that these covenants "shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants will be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part"; and

WHEREAS, the 25 year period expired on November 13, 1995; and

WHEREAS, the undersigned, who constitute a majority of the lot owners do hereby make amendments to the Protective Covenants;

IT IS, THEREFORE, AGREED:

1. Article II(A) and (B) are hereby deleted and replaced by the following:

A. Violations. In the event of any violations or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date, or the expiration date, or any extension thereof, it shall be lawful for any person or persons owning any lot in the subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, and either to prevent him or them from so doing and/or to recover damages for such violations. Provided further, however, that there shall be a committee which shall advise any violator of said violations prior to legal action being taken, and the committee shall be elected for two (2) year terms by a majority vote of the lots in Townsends Subdivision, with each lot having one (1) vote. The committee shall consist of three (3) persons. The committee shall receive from residents any complaints as to violations of the covenants and shall reasonably notify any violator prior to legal action being taken.

B. Duration of Covenants. These covenants and restrictions shall run with the land for a minimum of twenty-five

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(25) years from the date hereof, to be automatically extended for such successive periods of five years, without further action unless terminated by a majority of the property owners in the subdivision casting votes and voting one vote for each lot.

2. In all other respects, the Protective Covenants of Townsends Addition remain in full force and effect, unmodified except as herein provided.

EXECUTED this 8 day of November, 1996.

Lot 15

Mary Catharine Buck

Lot 7

Leslie L. Reid

Lot 13

Shirley G. Shields

Lot 11

Wanda L. Amos

Lot 8

Margaret Rogers

Lot 2

Mrs. Deborah Malone

96 092182

(25) years from the date hereof, to be automatically extended for such successive periods of five years, without further action unless terminated by a majority of the property owners in the subdivision casting votes and voting one vote for each lot.

2. In all other respects, the Protective Covenants of Townsends Addition remain in full force and effect, unmodified except as herein provided.

EXECUTED this 8 day of November, 1996.

Lot 15

Mary Catharine Buck

Lot 7

Leslie L. Reid

Lot 13

Shirley G. Shields

Lot 11

Wanda L. Amos

Lot 8

Margaret Rogers

Lot 2

Mrs. Deborah Malone

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Lot 9

Edna Horn

Lot 12

J. S. Hookins

Lot 5

Charlotte S. Hilton

Lot 17

Edith H. Welch

Lot 10

Thonda Freitag

STATE OF ARKANSAS)

COUNTY OF BENTON)

ss.

ACKNOWLEDGMENT

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Mary Catherine Buck and Clifton Buck, owners of Lot 15, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.

NOTARY PUBLIC

Janita Bradley

November 30, 2000

-Commission Expires:



96 092183

Lot 9
Edna Horn

Lot 12
J. S. Hookins

Lot 5
Charlotte S. Hilton

Lot 17
Edith H. Welch

Lot 10
Shonda Freitag

STATE OF ARKANSAS)

COUNTY OF BENTON)

ss.

ACKNOWLEDGMENT

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Mary Catherine Buch and Clifton Buch, owners of Lot 15, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.

Janita Bradley
NOTARY PUBLIC



96 092184

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Leslie L Reed and Carol Reed, owners of Lot 7, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.



Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Shirley Shueds and _____, owners of Lot 13, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.



Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

96 092184

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Leslie L Reed and Carol Reed, owners of Lot 7, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.



Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Shirley Shueds and _____, owners of Lot 13, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.



Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

96 092185

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Wanda L Smith and _____, owners of Lot 11, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.

Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Margaret Rogers and _____, owners of Lot 8, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.

Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

96 092185

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Wanda L Smith and _____, owners of Lot 11, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.

Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Margaret Rogers and _____, owners of Lot 8, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.

Juanita Bradley
NOTARY PUBLIC

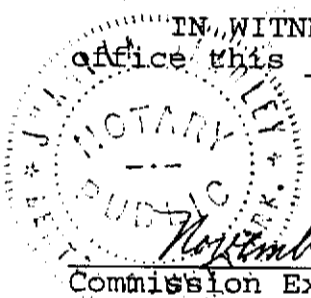
November 30, 2000
Commission Expires:

96 092186

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Deborah Malone and Pat Malone, owners of Lot 2, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.



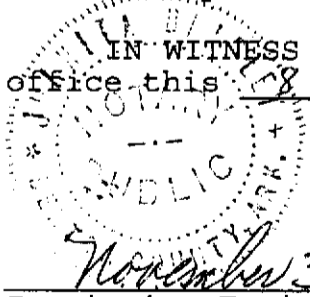
Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared J.S. Hopkins and _____, owners of Lot 12, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.



Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

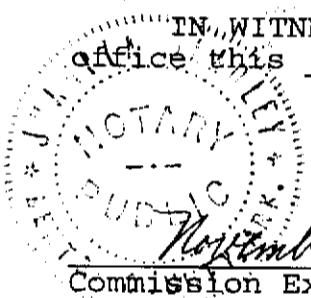
On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county

96 092186

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Deborah Malone and Pat Malone, owners of Lot 2, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.



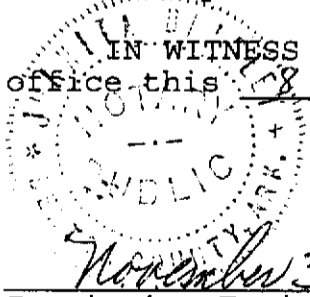
Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared J.S. Hopkins and _____, owners of Lot 12, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.



Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county

96 092187

aforesaid, appeared Edna Horn and _____, owners of Lot 9, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 28 day of November, 1996.

Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Charlotte Hutton and _____, owners of Lot 5, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.

Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Edith Welch and _____, owners of Lot 17, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

96 092187

aforesaid, appeared Edna Horn and _____, owners of Lot 9, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 28 day of November, 1996.

Juanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Charlotte Hutton and _____, owners of Lot 5, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.

Juanita Bradley
NOTARY PUBLIC

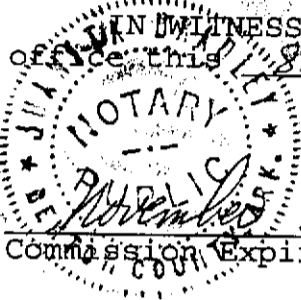
November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Edith Welch and _____, owners of Lot 17, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

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IN WITNESS WHEREOF, I have hereunto set my hand and seal of
office this 8 day of November, 1996.



Juanita Bradley
NOTARY PUBLIC

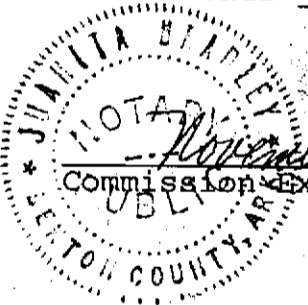
STATE OF ARKANSAS)
COUNTY OF BENTON)

ss.

ACKNOWLEDGMENT

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the state and county aforesaid, appeared Rhonda Freitez and _____, owners of Lot 10, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.

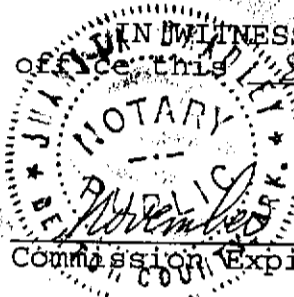


Juanita Bradley
NOTARY PUBLIC

Return to:
Wanda Smith
PO Box 802
Rogers AR 72757

96 092188

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.



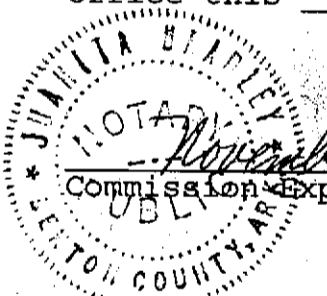
Quanita Bradley
NOTARY PUBLIC

Commission Expires: November 30, 2000

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

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the state and county aforesaid, appeared Rhonda Freutz and _____, owners of Lot 10, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8 day of November, 1996.



Quanita Bradley
NOTARY PUBLIC

Commission Expires: November 30, 2000

Return to:
Wanda Smith
PO Box 802
Rogers AR 72757

14
96 094861

FILED FOR RECORD
At 3:20 o'clock P M

Page 1 of 5

Recording Number: NOV 20 1996

ADDENDUM TO PROTECTIVE COVENANTS FOR:

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

TOWNSENDS ADDITION

We the undersigned, being a majority of the owners of lots in *TOWNSENDS ADDITION* do hereby authorize the following amendment to paragraph F and G of the Protective Covenants and the following amendments to paragraphs A and B of the General Provisions covering this addition as recorded at Book 422, Page 174 and 175 on NOVEMBER 23, 1970 in the Circuit Clerk's Office, Benton County, Arkansas.

NUISANCES:

- o Activities shall not be carried upon any lot or within any dwelling, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
- o Trash, limbs, leaves, tall grass or weeds in the maintained area shall not be allowed to accumulate as to become a eyesore to the area.
- o Burning of garbage is prohibited. Burning of yard waste or debris shall be permitted with advance notice to the Beaver Lake Fire Department.
- o Real Estate signs, for sale by owner signs and open house signs shall be permitted provided they are placed at least five (5) feet within the property boundaries. All other signs are prohibited.
- o Commercial activities (except for home offices that cause no activity or appearance change in the neighborhood) are prohibited from being carried on within this subdivision.
- o One (1) garage sale per residence shall be permitted, provided the sale does not exceed two (2) consecutive days in a year.
- o Trailers of any type, recreational vehicle, camper, bus, boat, pickup shell, or any inoperative vehicle shall not be kept on any lot for more than five (5) days unless it is enclosed from view from any street or neighbor.
- o No mechanical work may be done on vehicles on driveway or in view of street if work requires dismantling of parts from vehicle causing vehicle to be inoperative in excess of five (5) days.
- o Semi-trailer trucks, vehicles over one (1) ton and vehicles of a obvious commercial type shall be prohibited from parking in the street, driveway or yard of any property for longer than four (4) hours unless performing repairs or services to a residence.
- o Resident vehicles shall be parked on driveway.
- o Pets shall be leashed or contained at all times. Pets creating a nuisance shall not be allowed. No horses, cows, chickens or other farm animals may be kept on the premises, and no breeding of pets for sale may be carried on within this addition.

This space for use by County Recorder's Office only.

Return to: Jack Hewett
15597 Putman Road
Rogers, Ar 72756

19290

96 094862

Page 2 of 5

Recording Number: _____

OUTBUILDINGS:

Buildings unattached to a main residence and separated from the main residence shall be deemed an out-building. Temporary or permanent outbuildings shall not be constructed or erected on any lot unless they are compatible with the main residence. Outbuildings existing on any lot not conforming to this covenant on the date this addendum is recorded shall be removed at such time the property is either sold, conveyed or transferred to another party.

NON-OCCUPIED RESIDENCE OR LOT:

A residential property vacated for four (4) months or longer for which the exterior or the residence or grounds are not being maintained shall be deemed a non-occupied residence. A non-occupied residence shall be ordered to be maintained by a majority vote of the duly constituted Prairie Creek Association Board of Directors existence at such time and the costs of the maintenance shall be billed to the property owner or not otherwise borne by the property owner.

PROPANE TANKS:

Must comply with State of Arkansas LPG regulations and should concur with Beaver Lake Fire Department recommendations.

SATELLITE DISHES:

Over 24 inches must not be visible from street, and must have concurrence of adjacent property owners prior to installation.

FRONT YARD FENCES:

Wire or pipe fences of any kind including chain link, chicken wire, barbed wire, or any type of wood or man made fence material, including fences degrading to the neighborhood deemed by a majority of Prairie Creek Association Board of Directors shall not be permitted in the front yard of any home or vacant lot. Any fence existing on any lot not conforming to this covenant on the date this addendum is recorded, may remain as is ; but shall be removed at such time the property is either conveyed or transfered to another party.

Definition: Under "Nuisances", paragraph 1, annoyance is defined as: To irritate, bother, or make somewhat angry as by repeated action, noise etc... Harm by repeated attacks, harassment, molest.

Definition: Under "Nuisances", paragraph 2, eyesore is defined as: A thing that is unpleasant to look at.

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Page 3 of 5

Recording Number: _____

GENERAL PROVISIONS

TERMS:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years, unless they are amended during this period, and shall be automatically extended for successive ten (10) year periods. Amendments will be made by a vote of the majority of landowners, one vote per lot for the legal owners.

ENFORCEMENT:

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition or subdivision and bind the present owners, their heirs, successors and assigns. All parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, with the owners, as to the covenants and agreements herein set forth and contained. None of the covenants and agreements shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the addition or subdivision. The developer, the Prairie Creek Association (A non-profit corporation), or any owner or owners of lots in this addition subdivision, shall have the right to enforce the provisions contained in these covenants or any of their addendum's or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

The above amendments to covenant F and G and General Provisions A and B will in no way affect the other Covenants and General Provisions as covered in the Protective Covenants filed at book 422 page 174 and 175 on NOVEMBER 23, 1970 in the Circuit Clerk's Office, Benton County, Arkansas,

covering the TOWNSENDS ADDITION.

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96 094864

Page 4 of 5

Recording Number: _____

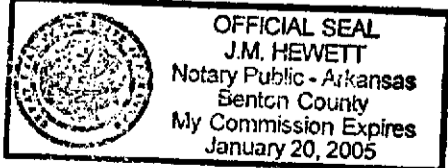
WITNESSETH OUR HANDS AND SEALS THIS 26 DAY OF Oct 1996.

Lot Number	Owner	Signature
1	<u>Joseph P. Martinaitis</u>	<u>Margaret A. Martinaitis</u>
2	<u>[Signature]</u>	
3	<u>Herbert E. Goyette</u>	<u>Margaret A. Martinaitis</u>
4	<u>John Stewart</u>	<u>John Stewart</u>
5	<u>Charlotte J. Hilton</u>	
7	<u>Leslie Howard</u>	
11	<u>Carol P. Reid</u>	
10	<u>Edith H. Welch</u>	
14	<u>Florida Thibault</u>	<u>Bill Freely</u>
16	<u>Walter R. [Signature]</u>	
6	<u>[Signature]</u>	<u>Riverda [Signature]</u>

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

On this the 26 day of Oct 1996, before me, a Notary Public within the State and County aforesaid, duly commissioned and qualified acting, they personally appeared to me will known who stated upon oath that they had executed the above and foregoing instrument for the considerations set forth herein.



My commission expires _____

J.M. Hewett
Notary Public

This is to be part of document recorded 11-12-96

@96-692181

96 098285

FILED FOR RECORD
AT 3:25 O'clock P.M.

DEC 04 1996

MODIFICATION OF PROTECTIVE COVENANTS
FOR TOWNSENDS ADDITION

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, there exists Protective Covenants for Townsends Addition located in Part of the NW 1/4 of the NE 1/4 in Section 11, Township 19 North, Range 29 West, Benton County, Arkansas, and recorded with the Benton County Clerk and Recorder at Deed Record 422, Page 174, the Protective Covenants which apply to all lots, records, parcels and parts of lots and blocks as shown in the recorded plat of Townsends Addition Subdivision; and

WHEREAS, said Protective Covenants provide in Article II(A) that these covenants "shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants will be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part"; and

WHEREAS, the 25 year period expired on November 13, 1995; and

WHEREAS, the undersigned, who constitute a majority of the lot owners do hereby make amendments to the Protective Covenants;

IT IS, THEREFORE, AGREED:

1. Article II(A) and (B) are hereby deleted and replaced by the following:

A. Violations. In the event of any violations or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date, or the expiration date, or any extension thereof, it shall be lawful for any person or persons owning any lot in the subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, and either to prevent him or them from so doing and/or to recover damages for such violations. Provided further, however, that there shall be a committee which shall advise any violator of said violations prior to legal action being taken, and the committee shall be elected for two (2) year terms by a majority vote of the lots in Townsends Subdivision, with each lot having one (1) vote. The committee shall consist of three (3) persons. The committee shall receive from residents any complaints as to violations of the covenants and shall reasonably notify any violator prior to legal action being taken.

B. Duration of Covenants. These covenants and restrictions shall run with the land for a minimum of twenty-five

*Return to:
Wanda Jones
Box 8022 Rogers, Ark 72757*

19947

96 098286

(25) years from the date hereof, to be automatically extended for such successive periods of five years, without further action unless terminated by a majority of the property owners in the subdivision casting votes and voting one vote for each lot.

2. In all other respects, the Protective Covenants of Townsends Addition remain in full force and effect, unmodified except as herein provided.

EXECUTED this 23 day of November, 1996.

Lot 15

John R. Buda

Lot 7

Carol B. Reid

Lot 13

Jimmy Shields

Lot 11

James W. Wainwright

Lot 8

Douglas Rogers

Lot 2

Paula J. Malone, Trustee

96 098287.

Lot _____

Lot 12

Inez Jay Hookins

Lot _____

Lot _____

Lot 10

Bess Frutkin

STATE OF ARKANSAS)

COUNTY OF BENTON)

ss.

ACKNOWLEDGMENT

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Clifton Buck and _____, owners of Lot 15, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 23 day of November, 1996.

Quanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

96 098288

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Carol Red and _____, owners of Lot 7, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 23 day of November, 1996.

Janita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Sammy Strued and _____, owners of Lot 13, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 23 day of November, 1996.

Janita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

96 098289

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Frank M Smith and _____, owners of Lot 11, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 23 day of November, 1996.

Quanta Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Douglas Rosen and _____, owners of Lot 8, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 23 day of November, 1996.

Quanta Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

96 098290

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared D. Malone and _____, owners of Lot 2, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 23 day of November, 1996.

Quanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Inez Jay Hooker and _____, owners of Lot 12, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 23 day of November, 1996.

Quanita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county

96 098291

aforesaid, appeared Bill Jentry and _____ owners of Lot 10, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 23 day of November, 1996.

Jarvita Bradley
NOTARY PUBLIC

November 30, 2000
Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared _____ and _____ owners of Lot _____, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 1996.

NOTARY PUBLIC

Commission Expires:

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared _____ and _____ owners of Lot _____, Townsends Addition, known to me to be persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

ADDENDUM TO PROTECTIVE COVENANTS
FOR
TOWNSENDS ADDITION

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2007/28510
Term/Cashier: CASH5/BSTUBBS
07/16/2007 10:02:29AM
Tran: 7597
Total Fees: \$23.00

We, the undersigned, being a majority covered by the subject Protective Covenants for Townsends Addition, do hereby authorize the following changes, additions or restatements to paragraph I (one), Covenants: F, G, I, J, K, L, and M, and II (two), General Provisions: A, B and C. The original Covenants, paragraphs I: A, B, C, D, E, and H will remain in effect as originally written and recorded on November 23, 1970, in Benton County, Arkansas, Deed of Record Book 422, Page 174 and 175. This document replaces all other amendments previously recorded.

Book 2007 Page 28510
Recorded in the Above
DEED Book & Page
07/16/2007

F. Nuisances:

1. Activities shall not be carried out upon any property or within any dwelling, nor shall anything be done thereon, which is an annoyance to the neighborhood.
2. Trash, limbs, leaves, tall grass or weeds in the maintained area shall not be allowed to accumulate so as to become an eyesore to the area.
3. Burning of garbage is prohibited. Burning of yard waste shall be permitted (within county ordinance guidelines) with advance notice to the Benton County Office of Emergency Services.
4. Real Estate, For Sale by Owner, Garage Sale and Open House signs shall be permitted provided they are placed at least five (5) feet within the property boundaries. All other signs are prohibited.
5. Commercial activities (except for home offices that cause no activity or appearance change in the neighborhood) are prohibited from being carried on within this subdivision.
6. One (1) garage sale per residence per year shall be permitted, provided the sale does not exceed two (2) consecutive days.
7. Trailers of any type, recreational vehicles, motor homes, campers, buses, boats, pickup shells, or any inoperative vehicle shall not be kept on any lot for more than five (5) days unless it is out of view from any street.
8. No mechanical work may be done on vehicles on the property in view of street or neighbor if work requires dismantling of parts from vehicle causing the vehicle to be inoperative for more than five (5) days.
9. Semi-trailer trucks, vehicles over one (1) ton capacity and vehicles of a obvious commercial type shall be prohibited from parking in the street, driveway or yard of any property for longer than four (4) hours unless performing repairs or services to a residence.
10. Resident vehicles shall be parked on driveway, in carport, or garage.
11. Pets shall be leashed or contained at all times. Pets creating a nuisance shall not be allowed. No horses, cows, chickens or other farm animals may be kept on the premises, and no breeding of pets for sale may be carried on within this addition.

Definition: Under "Nuisances", item 1, annoyance is defined as: To irritate, bother, or make somewhat angry as by repeated action, noise etc., harm by repeated attacks, harassment, molest. Definition: Under "Nuisances", item 2, eyesore is defined as: A thing that is unpleasant to look at or may cause loss of value of property.

G. Temporary Structures:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. No trailer, camper or bus home shall be kept on any lot for more than 5 days unless same is screened from view, except for use as a construction office during the construction of a residence. Amending original covenant from two days to five days

I. Outbuildings:

Buildings unattached to a main residence shall be deemed an out-building. No outbuildings shall be constructed or erected on any lot unless they are aesthetically compatible with the main residence, and shall be a maximum of 12 by 30 feet of single story construction. Outbuildings existing on any lot not conforming to this covenant on the date this addendum is recorded shall be removed at such time the property is sold, conveyed or transferred to another party.

J. Non-occupied residence or lot:

A residential property vacated for four (4) months or longer for which the exterior of the residence or grounds are not being maintained shall be deemed a non-occupied residence. Lack of maintenance of a non-occupied residence shall be ordered maintained by a majority vote of the duly constituted Prairie Creek Association Board of Directors in existence at such time and the property owner shall be liable for all maintenance costs.

K. Satellite Dishes:

Installation of Satellite Dishes shall conform to federal regulations.

L. Front yard fences:

Fences made of wire or pipe of any kind including chain link, chicken wire, barbed wire, or any type of wood or man-made material, including fences degrading to the neighborhood as deemed by a majority of Prairie Creek Association Board of Directors, shall not be permitted in the front yards of any home or vacant lot.

M. New Construction:

All outside construction of a building must be completed within 180 days of first excavation of the land. No building material of any kind or character shall be placed or stored upon any lot in the subdivision until the owner is ready to commence construction of the improvements requiring such materials. Building material shall not be placed or stored in the street or between the street and the property line. Building contractor or property owner must keep the area neat at all

times. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed from the subdivision.

GENERAL PROVISIONS

A. Terms:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years, unless they are amended during this period, and shall be automatically extended for successive ten (10) year periods. Amendments will be made by a vote of the majority of landowners, one vote per lot for the legal owners.

B. Enforcement:

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition or subdivision and bind the present owners, their heirs, successors and assigns. All parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, with the owners, as to the covenants and agreements herein set forth and contained. None of the covenants and agreements shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his, hers, or their holding of title to lots in the addition or subdivision. The initial enforcement of these covenants shall be the responsibility of the owner or owners of lots in this addition/subdivision, or, when requested by the Property owner, the Prairie Creek Association (a non-profit corporation) shall have the right to enforce the provisions contained in these covenants or any of their addenda or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas.

C. Severability:

The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

PROTECTIVE COVENANTS
for
TOWNSENDS ADDITION

BOOK 422 PAGE 174

Location: Located in part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Sec. 11,
Twp. 19 N., Rg. 29 W. in Benton County, Arkansas

The undersigned Cone Harris and Hettie M. Harris, being sole owners of the Townsends Addition, do hereby establish and create the following protective covenants which shall apply to all lots, blocks, parcels and parts of lots and blocks as shown on the recorded plat of the above subdivision.

I.

COVENANTS

- A. Land use and building type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and 1/2 stories in height and a private garage for not more than three cars.
- B. Dwelling cost, quality and size: No dwelling shall be permitted on any lot at a cost of less than \$30,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The first floor area of the main structure, exclusive of one story porches and garages, shall be not less than 1300 square feet for a one story dwelling, nor less than 1200 square feet for a dwelling of more than one story, and the combined enclosed living area of either a one story or two story dwelling shall not be less than 1800 square feet.
- C. Building location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any are shown thereon. No building shall be located nearer than 10 feet to an interior lot line, except a 5 foot side yard shall be required for a garage or other permitted accessory building, located 35 feet or more from the minimum building setback line. For the purposes of this covenant, steps, porches, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- D. Lot area and width: No dwelling shall be erected or placed on any less area than a complete lot as shown on recorded plat.
- E. Easements: Easements for installation and maintenance of utilities & drainage facilities are reserved as shown on recorded plat, if such are shown, and over the front 5 feet of each lot.
- F. Nuisances: 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. No horses, cows, chickens or other farm animals may be kept on the premises, and no breeding of pets for sale may be carried on within this addition. No pets shall be allowed to run loose in the neighborhood.
- G. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. No trailer, camper or bus home shall be kept on any lot for more than 2 days unless same is screened from view, except for use as a construction office during the construction of a residence.

FILED FOR RECORD
At 5 O'clock P. M.

NOV 23 1970

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

Book 2007 Page 285
Recorded in the Above
DEED Book & Page
07/16/2007

Book 2007 Page 28514
Recorded in the Above
DEED Book & Page
07/16/2007

H. Sight distance at intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

II.

GENERAL PROVISIONS

- A. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years, from the date these covenants are recorded, after which time said covenants will be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or any part.
- B. Enforcement: Enforcement shall be by proceedings at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- C. Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESSETH the hands and seals of the President and Secretary of Darrow Garner, Inc., Developer, and Gene Harris and Hettie M. Harris, owners, this 13 day of November 1970.

DARROW GARNER, INC.

By: Darrow Garner Pres.

Gene Harris
Gene Harris

Attest: Mary Ruth Garner
(Developer) Secy.

Hettie M. Harris
Hettie M. Harris
(Owners)



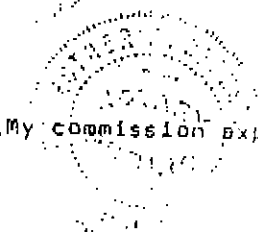
STATE OF ARKANSAS)
COUNTY OF BENTON) 53

On the 13 day of November 1970, before me a Notary Public duly commissioned, qualified and acting, within and for the county and state aforesaid, appeared Gene Harris and Hettie M. Harris, owners, and Darrow Garner and Mary Ruth Garner, President and Secretary of Darrow Garner, Inc., authorized developer, to me personally well known, and stated that they being authorized to do so, had executed the foregoing instrument, and that they had so signed, executed and delivered the same for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of November 1970.

Catherine C. Spaventa
Notary Public

My commission expires March 5, 1973



TOWNSENDS ADDITION COVENANT ADDENDUM

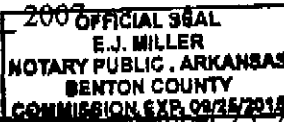
Book 2007 Page 28515
Recorded in the Above
DEED Book & Page
07/16/2007

Lot no. 3 PUTMAN ROAD 15596 Herbert E. Gano
Lot no. 3 PUTMAN ROAD 15596 Martha Gano
Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the 21 day of JUNE



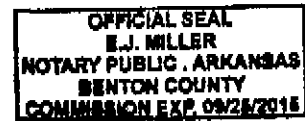
E.J. Miller
Signature of Notary Public My commission expires: September 25, 2015.

Lot no. 9 PUTMAN ROAD 15626 Oliver A. Cortwright
Lot no. 9 PUTMAN ROAD 15626
Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the 21 day of JUNE



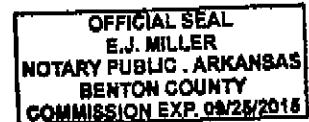
E.J. Miller
Signature of Notary Public My commission expires: September 25, 2015.

Lot no. 5 PUTMAN ROAD 15602 Charlotte P. Hilton
Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the 21 day of JUNE 2007



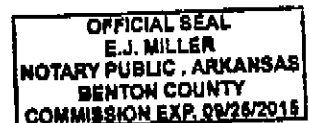
E.J. Miller
Signature of Notary Public My commission expires: September 25, 2015.

Lot no. 17 PUTMAN ROAD 15680 Edith A. Welch
Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the 21 day of JUNE 2007



E.J. Miller
Signature of Notary Public My commission expires: September 25, 2015.

Lot no. 15 PUTMAN ROAD 15643 Victor L. Lawler Ray L. Paul
Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the 21 day of JUNE 2007



E.J. Miller
Signature of Notary Public My commission expires: September 25, 2015.

Lot no. 4 PUTMAN ROAD 15597 Jeff D. Paul
Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the 25 day of JUNE 2007



E.J. Miller
Signature of Notary Public My commission expires: September 25, 2015.

Lot no. 14 PUTMAN ROAD 15641 Marin D. Smith
Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the 25 day of JUNE 2007



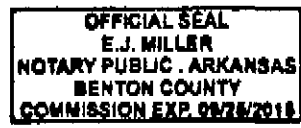
E.J. Miller
Signature of Notary Public My commission expires: September 25, 2015.

TOWNSENDS ADDITION COVENANT ADDENDUM

Lot no. 12 PUTMAN ROAD 15639 Marion H. McGowan, Robert M. Gorman
Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the 25 day of JUNE 2007

E. J. Miller
Signature of Notary Public

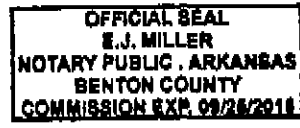
My commission expires: September 25, 2015.



Lot no. 7 PUTMAN ROAD 15616 Christine M. Masters
Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the 14 day of JULY 2007

E. J. Miller
Signature of Notary Public

My commission expires: September 25, 2015.



Lot no. 2 PUTMAN ROAD 15588 James A. Snyder, Lynn M. Snyder
Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the 14 day of JULY 2007

E. J. Miller
Signature of Notary Public

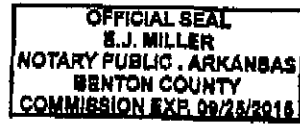
My commission expires: September 25, 2015.



Lot no. 4 PUTMAN ROAD 15597 David A. Booth
Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the 14 day of JULY 2007

E. J. Miller
Signature of Notary Public

My commission expires: September 25, 2015.



Lot no. _____ PUTMAN ROAD _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton,
State of Arkansas, on this the _____ day of _____ 2007

Signature of Notary Public

My commission expires: September 25, 2015.

Benton County, AR
I certify this instrument was filed on
07/16/2007 10:05:41AM
and recorded in DEED Book
2007 at pages 0028510 - 0028515
Brenda DeShields-Circuit Clerk

Lot no. _____ PUTMAN ROAD _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the _____ day of _____ 2007

Signature of Notary Public

My commission expires: September 25, 2015.

Book 2007 Page 28510A
Recorded in the Above
DEED Book & Page
07/16/2007

Lot no. _____ PUTMAN ROAD _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the _____ day of _____ 2007

Signature of Notary Public

My commission expires: September 25, 2015.

Book 2007 Page 28511
Recorded in the Above
DEED Book & Page
07/16/2007