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FILED FOR RECORD  
At 3:25 O'Clock P.M.

JUL 25 1972

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

PROTECTIVE COVENANTS OF THE MEDLIN SUBDIVISION NO. TWO (2)  
BENTON COUNTY, ARKANSAS

The undersigned, who are the owners of the outstanding shares of stock of the Jewell-Mae, Inc., a domestic corporation, and being duly authorized by said corporation, do hereby establish and create protective covenants which shall apply to the lots, blocks, parcels and parts of lots and blocks, parcels and parts of lots and blocks in said addition.

I.

COVENANTS

A. Dwellings, quality and size permitted:

The dwellings which shall be permitted on the lots in this addition will be subject to the following restrictions and protective covenants, it being the intention and purpose of this covenant to assure that all dwellings shall be of uniform quality of workmanship and materials; there shall be no restrictions as to size however, the residences shall be built and designed to conform to the location and in accordance with the houses that are built in the immediate block or area.

B. Land Use:

No lot in this addition shall be used for any other than residential purposes and no building shall be erected, altered, placed or permitted to remain other than the residences mentioned herein.

C. Nuisances:

No noxious or offensive activity shall be carried upon any lot or shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

D. Temporary Structures:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence or part of a residence, either temporarily or permanently; and there shall be no houses moved in from other locations to be placed on any of the lots herein.

E. Livestock and Poultry:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

F. Garbage and Refuse Disposal:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for

*Burch + Cooper, atty.*

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the storage or disposal of such material shall be kept in a clean and a sanitary condition.

C. Sewage Disposal:

No individual sewage disposal systems shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the State Health Department of the State of Arkansas. Approval of such systems as installed shall be obtained from such authority.

II.

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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots that has been recorded, agreeing to change said covenants in whole or in part.

B. Enforcement:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants 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.

WITNESS our hands this 24 day of July, 1972.

JEWELL-MAE, INC. BY:

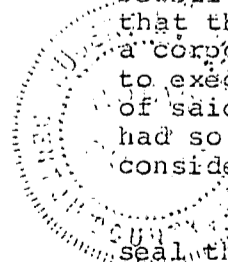
Jewell Medlin  
PRESIDENT

Jack Musteen  
SECRETARY-TREASURER

ACKNOWLEDGMENT

STATE OF ARKANSAS)  
COUNTY OF BENTON ) ss.

On this 24 day of July, 1972, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Jewell Medlin and Jack Musteen to me personally known, who stated that they were the President and Secretary of the Jewell-Mae, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.



IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24 day of July, 1972.

Edward de B...  
Notary Public

My commission expires: 1-3-73