FILED FOR RECORD BILL OF ASSURANCES AND PROTECTIVE COVENANTS

340 O'Clock ___

STATE OF ARKANSAS) COUNTY OF BENTON)

NOV 1 5 1984

KNOW ALL MEN BY THESE PRESENTS:

JOSEPHINE R. HEYLAND Clark and Recorder PENTON COUNTY, ARK

The undersigned, being the owner of the below described lands known as Spanker Creek Estates, situate in Benton County, Arkansas, do hereby enter the following covenants and restrictions with regard to said lands, as follows, to-wit:

Part of the SE4 of Section 6, Township 20 North, Range 30 West, Part of the SE4 of Section 6, Township 20 North, Range 30 West, further described as beginning at the NE corner of the said SE4; thence S 00°49'56" W 1217.27 feet; thence S 26°41'28" W 83.40 feet; thence S 20°50'29" W 91.21 feet; thence S 10°27'53" W 20.21 feet; thence West 431.17 feet; thence South 34.65 feet; thence S 86°25'29" W 250.93 feet; thence S 15°08'32" W 58.67 feet; thence S 06°32'28" E 240.31 feet; thence S 09°22'35" E 162.04 feet; thence N 72°01'28" W 358.33 feet; thence S 86°42'32" W 248.54 feet; thence N 14°04' W 358.33 feet; thence N 04°29' E 795.78 feet; thence N 09°15' W 255.30 171.39 feet; thence N 12°29' E 74.69 feet; thence N 38°15' E 271.22 feet; thence N 25°20' E 82.0 feet; thence N 02°50' E 231.43 feet; thence N 89°50' E 1113.30 feet to the point of beginning containing 46.08 acres. 89°50' E 1113.30 feet to the point of beginning containing 46.08 acres.

- 1. All tracts in Spanker Creek Estates shall be used for residential purposes only.
- 2. No obnoxious or offensive activity shall be carried on upon any tract nor shall anything be done upon any tract or tracts which may be or may become a huisance to the neighborhood
- 3. No inoperative, wrecked, abandoned or junk motor vehicles shall be permitted to remain upon any tract or on the common roadways of said subdivsion.
- 4. All dwellings and structures constructed on said tracts shall be constructed in conformity with the building requirements established by Benton County, Arkansas.
- 5. No commercial poultry, hog production, dairy barns nor cattle feed lot operations shall be carried on at any time on any part of the above described lands. No hogs will be allowed under any circumstances. Livestock or poultry may be kept on said tracts for personal use only. Dogs, cats or other pets may be kept provided they are not kept, bred or maintained for commercial purposes and provided that same are not deemed a nuisance to the neighborhood. Dogs shall not be allowed to run loose.
- 6. Trash, garbage and other waste shall not be kept upon any tract except in sanitary containers. No tract shall be used or maintained for a dumping ground or storate area for rubbish, junk or trash.
- 7. Tracts shall not be subdivided nor shall more than one (1) residence be placed on any single tract.
- 8. No buildings shall be located on any tract within twenty-five (25) feet of the property lines.
- 9. No residential dwelling structures shall be constructed or placed upon the above described lands containing less than 1000 square feet of heated floor space, exclusive of open porches and garages or carports. Manufactured homes may be placed on any tract provided that such manufactured homes contain at least 1000 square feet of heated floor space. All buildings will be permanently attached to a concrete block or concrete slab foundation. No residences or outbuildings shall be constructed on any tract with used materials exposed and such outbuildings shall be so constructed as will not detract from the general appearance of the neighborhood.
- 10. These covenants and restrictions are to run with the land and apply to this subdivision and shall be binding upon all the parties, their heirs and

RETURN TO 1 6. METWIN

P.O. BOX 487

BENTONVILLE, ARKANSAS

RETURN TO 1 6. METWIN

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ROGERS, Ar. 72756

assigns, for a period of ten (10) years from the date hereof and shall be renewed for a like period unless revoked or amended by a majority of the property owners of total real estate by volume as indicated by the official records of the Benton County Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas. At any time within six (6) months from the expiration period, a majority of the property owners of the total real estate by volume may express their intention in writing drafted so as to be recorded with the Registrar of Deeds that they no longer care for these covenants to be effective, and the same shall then be terminated. In the event that no such action is taken, these covenants shall continue for periods of ten (10) years, and after any such ten (10) year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that these protective covenants may be amended after the expiration time period as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form, provided that said amendment or amendments shall be incorporated in a written instrument executed by not less than a majority of the property owners of the total real estate by volume and which instrument shall be capable of being recorded as above referred under the same terms and conditions thereof.

- 11. It is further provided that these covenants may be amended at any time by approval of such amendments by a majority vote of property owners of the total real estate by volume and remain in effect for an additional term unless revoked or amended by a majority vote of property owners of the total real estate by volume.
- 12. If the parties herein or any of them or their heirs or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants and restrictions are still in force, it shall be lawful for any person or persons owning an interest in any part of the above described lands to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions and to either prevent him/her or them from such violations or to recover damages or other penalties for such violations.

13. Invalidation of any one of these covenants by judgment of any Court shall in no wise affect any of the other provisions contained herein.

EXECUTED THIS 15th day of November, 1984.

OSAGE PROPERTIES, INC.

BY: Leve L. Hrasher Gene L. Thrasher, President

ATTEST.

Chinase (S. Mereven Elinore B. Merwin, Secretary

ACKNOWLEDGMENT

me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Gene L. Thrasher and Elinore B. Merwin, to me personally well known, who stated that they were the President and Secretary of Osage Properties, Inc., an Arkansas corporation, and was 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 foregoing 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 day of November, 1984.

MY COMMISSION EXPIRES:

3/2/85

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BOOK 630 PAGE 76

AMENDMENT TO
BILL OF ASSURANCES AND PROTECTIVE COVENANTS

STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of 100% of the below described lands known as Spanker Creek Estates, a subdivision of the below described lands situate in Benton County, Arkansas, and described as follows, to-wit:

All of Spanker Creek Estates, more particularly described as Part of the SE¼ of Section 6, Township 20 North, Range 30 West, further described as beginning at the NE corner of the said SE¼; thence S 00°49'56" W 1217.27 feet; thence S 26°41'28" W 83.40 feet; thence S 20°50'29" W 91.21 feet; thence S 10°27'53" W 20.21 feet; thence West 431.17 feet; thence South 34.65 feet; thence S 86°25'29" W 250.93 feet; thence S 15°08'32" W 58.67 feet; thence S 06°32'28" E 240.31 feet; thence S 09°22'35" E 162.04 feet; thence N 72°01'28" W 358.33 feet; thence S 86°42'32" W 248.54 feet; thence N 14°04' W 171.39 feet; thence N 04°29' E 795.78 feet; thence N 09°15' W 255.30 feet; thence N 12°29' E 74.69 feet; thence N 38°15' E 271.22 feet; thence N 25°20' E 82.0 feet; thence N 02°50' E 231.43 feet; thence N 89°50' E 1113.30 feet to the point of beginning containing 46.08 acres.

do hereby amend the original Bill of Assurances and Protective Covenants dated November 1, 1984 and filed November 15, 1984 in Deed Record 627, page 178, with regard to said lands, as follows, to-wit:

1. Paragraph 9 of said bill of assurances and protective covenants shall be amended to read as follows:

9. No residential dwelling structures shall be constructed or placed upon the above described lands containing less than 1000 square feet of heated floor space, exclusive of open porches and garages or carports. Manufactured homes may be placed on any tract provided that such manufactured homes contain at least 1000 square feet of heated floor space. All buildings will be permanently attached to a concrete block or concrete slab foundation. No residences or outbuildings shall be constructed on any tract with used materials exposed and such outbuildings shall be so constructed as will not detract from the general appearance of the neighborhood. No mobile homes shall be placed on any lot in the above described subdivision. Any septic tank installed on any lot shall contain a minimum of

AT 130 O'CLOCK PM.

JAN 2 1 1985

JOSEPHINE R. HEYLAND

Clerk and Recorder

BENTON COUNTY, ARK.

EXECUTED THIS THE day of Quilary, 1985.

OSAGE PROPERTIES, INC.

CHATTEST SO COLOR

Timore B. Merwin, Secretary

1000 gallons.

LARRY J. CRONE

Barbara C. Crosic

DENNY J. KESTER

JUDY D' KESTER & Kanter

Ret George Merwin 52 Rivieva Dr. Pt. 10 Rogers, AR 72756

RALPH C. WILLIAMS
ATTORNEY AT LAW
P. O. BOX 487
BENTONVILLE, ARKANSAS

ACKNOWLEDGMENT

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STATE OF ARKANSAS)

COUNTY OF BENTON)

Before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named George F. Merwin and Elinore B. Merwin, to me personally well known, who stated that they Merwin and Elinore B. Merwin, to me personally well known, who stated that they mere the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secretary of Osage Properties, Inc., an Arkansas were the Vice-President and Secreta

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of _______, 1985.

MY COMMISSION EXPIRES:

3/2/85

NOTARY PUBLIC

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