

PROTECTIVE COVENANTS
FOR
SPRING HOLLOW SUBDIVISION

98 018433

10
Location: a part of Section 4, Township 19 North, Range 29 West, in Benton County, Arkansas.

The undersigned Darrow Garner, Inc., Jan Buck and Jimmie H. Nelson, Trustee of The Charles M. and Jimmie H. Nelson Revocable Trust dated December 1, 1987 being the owners of SPRING HOLLOW SUBDIVISION, and Darrow Garner, Inc. being the authorized Developer of said addition, do hereby establish and create the following Protective Covenants which shall apply to all lots, blocks, parcels 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 a single-family dwelling not to exceed two and 1/2 stories in height EXCEPT for tool and storage sheds of similar construction, with the exception of the "Developer Sales Office" no commercial building or business or commercial activity of any kind shall be conducted on any lot.

B. Dwelling quality and size: Each dwelling shall consist of not less than 1800 square feet of heated living space; however, such volume may be subject to a ten per cent (10%) deviation permitted upon the sole discretion and approval of the Architectural Control Committee. Additional building type or construction restrictions are as follows:

(1) Trailers, trailer homes, mobile homes, prefabricated homes, dugouts, tents, shacks or temporary structures of any kind shall not be erected or permitted on any lot. The one exception shall be a construction office for use during construction, provided, however, the course of construction of any dwelling or outbuilding shall be completed within nine (9) months. This restriction shall not prohibit an owner from parking or storing a motor home or travel trailer, on any lot so long as such parking and storage is in a garage.

(2) Not more than two (2) outbuildings shall be placed or erected on any lot, and no outbuilding shall be of metal construction unless the roofing and siding are architecturally identical or similar to the single-family dwelling.

C. Building location: No structure shall be located on any lot nearer to a front lot line, an interior lot line or a street line than the minimum building setbacks shown on the recorded plats. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a structure, provided, however, this shall not be construed to permit any portion of a structure to encroach upon another lot or tract.

D. Architectural Control: No building, outbuilding, landscaping or fencing shall be erected, placed or altered on any property in the community until the building plans and specifications, exterior color scheme, landscaping plans and plot plan showing the location and facing of such building with respect to existing topography, adjoining streets and finished ground elevations have been approved, in writing, by the Architectural Control Committee, the members of which shall be determined solely by the Developer. In the event such committee fails to approve or disapprove any such documentation within thirty (30) days after being tendered, such submitted plans, specifications, exterior color schemes or plot plans shall be deemed to fully meet the requirements of this covenant. Nothing contained in this covenant nor any consent by the Architectural Control Committee shall in any way be deemed to prevent any owner of property in this addition from enforcing any legal rights which such owner may have as to any improvement in this addition.

E. Complete Lot: No structure or dwelling shall be erected or placed on any less area than a complete lot as shown on the above-mentioned recorded plats. Lot splitting or divisions of lots as reflected in the recorded governing plats shall not be permitted.

F. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded governing plats.

G. Fences: No fence, wall or hedge shall be permitted with a height from ground level to the top of more than six and one-half (6 1/2) feet. No barbed wire, chain link or other similar fencing shall be permitted within the community.

FILED FOR RECORD
At 4:10 O'Clock P M

MAY 11 1993

SUE HODGE
Clerk and Recorder
BENTON COUNTY, ARK.

return to:

Darrow Garner, Inc.
14442 E. Hwy. 12
Rogers, AR 72756

8404

H. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six and one-half (6 1/2) feet above the roadways shall be placed or be permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines expended. The same sight line limitations shall apply on any lot within the (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.

I. Cars, Boats and Other Vehicles: No cars, vehicles or any other obstacle shall be parked either temporarily or permanently in the right of way of any street within the community. All vehicular parking including guests, shall be on the driveway of the property owner. No junk, disabled or non-operational vehicles, boat or any type of trailer shall remain on any lot or parked along any street, yard or driveway in view of the public for more than 48 hours.

J. Nuisances and Aesthetics: The following restrictions shall apply with regard to activities on any lot.

- (1) Only household animals shall be permitted in the community: no dangerous animals of any kind or farm animals shall be permitted. No permitted animals shall be kept for breeding purposes within the community and permitted animals shall not be allowed to run loose within the community.
- (2) No trees shall be removed within ten (10) feet of each lot which abuts another lot line except as permitted by the Architectural Control Committee.
- (3) No signs or other advertising objects of any nature may be placed on a lot except for temporary "For-Sale" signs.
- (4) 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 a public or a private nuisance to the community. Each lot shall be kept in a safe and clean condition free from all rubbish ashes and debris. However, materials may be stored during the course of construction of a dwelling or permitted outbuilding, provided, however, the course of construction of any dwelling or outbuilding shall be completed within nine (9) months unless providentially hindered.

K. Common Areas: The common areas shall be limited to only pedestrian and bicycle traffic. Motor vehicles, including, but not limited to, motor bikes and cycles and all terrain-type vehicles, are expressly prohibited. The common areas shall be for the benefit of all lot owners and their guests; all users shall be responsible for keeping such common areas and the abutting property free and clean of all trash and rubbish as each usage is made. The SPRING HOLLOW SUBDIVISION PROPERTY OWNERS ASSOCIATION shall have the sole responsibility of maintenance and repair of such common areas, with each property owner equally contributing to the expense of such maintenance and repair as solely determined by the said Association. Any activities or usage of the common areas shall be at the sole risk of the user and their guests.

II.

GENERAL PROVISIONS

A. Statement of Intent: The covenants are recorded to provide protection of each lot owner to insure a desirable place for all persons to live. The ownership of and living on rural property should be a safe, quiet, attractive and rewarding pleasure that cannot be obtained by living in a city development or on a small city lot. The room to breath, to build, to plant and to enjoy the land and beauty of nature is a most rewarding experience and pleasure that all people search for and desire to enjoy. To this end these covenants should be taken seriously and strictly enforced.

B. Term: These protective covenants shall run with the land and shall be binding upon all owners, parties and all persons claiming under them for a period of twenty-five (25) years from the date the covenants are recorded, after which time the protective covenants shall be automatically extended for successive periods of ten (10) years. At any time a two-thirds (2/3) majority of lot owners shall have the authority to change, amend or rescind these covenants in whole or in part. In defining the word "majority", each lot shall have one vote, and if an owner owns more than one lot, such owner shall have a vote for each such lot owned.

C. Enforcement: The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this community and bind the present owners, their heirs, successors and assigns, the future owners and their heirs, successors and assigns; and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the community, their heirs, successors and assigns, and with the present owners, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his, her or their holding of title to lots in the community. Any owner or owners of lots in this community, or the SPRING HOLLOW PROPERTY OWNERS ASSOCIATION, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein, together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. In bringing such enforcement action, the prevailing party shall be entitled to recover reasonable attorneys fees and reimbursement of all costs incurred therein.

D. Severability: The invalidation of any one of these covenants, restrictions or agreements herein contained by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESSES our hands and seals this 21st day of April, 1998.

DARROW GARNER, INC.

Darrow Garner President

Mary Ruth Garner Secretary

THE CHARLES M. AND JIMMIE H. NELSON
REVOCABLE TRUST, dated December 1, 1987

Jimmie H. Nelson
Jimmie H. Nelson, trustee

Jan Buck
Jan Buck

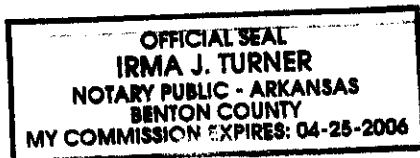
STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

On the 21st day of April 1998 before me a Notary Public duly commissioned, qualified and acting within and for the county and state aforesaid, appeared Jimmie H. Nelson, trustee of the Charles M. and Jimmie H. Nelson Revocable Trust, dated December 1, 1987 and Darrow Garner and Mary Ruth Garner, President and Secretary respectively of Darrow Garner, Inc., an Arkansas Corporation, and Jan Buck, owner stating that they had executed the foregoing instrument in their respective capacities for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of April 1998.

Irma J. Turner
Notary Public

My commission expires
4-25-2006



Petition for Inclusion

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2008/2517
Term/Cashier: CASH4/SJOHNSON
01/22/2008 12:43:16PM
Tran: 24561
Total Fees: \$30.00

We, the property owners in the Spring Hollow Subdivision (also known as Andover Lane), respectfully petition the Board of Directors of the Prairie Creek Association for inclusion in the Association's efforts to monitor and enforce the Spring Hollow Subdivision Protective Covenants as recorded on May 11, 1998, with the Benton County Clerk and Recorder's Office, pages 98-04839 to 98-048441, a copy of which has been provided for your information and files.

Book 2008 Page 2517
Recorded in the Above
DEED Book & Page
01/22/2008

Address Parcel Number Lot No.

14299 Andover (15-15200-000) 1 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

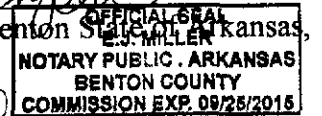
14287 Andover (15-15201-000) 2 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

14275 Andover (15-15202-000) 3 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

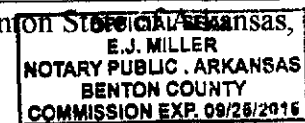
Andover (15-15203-000) ④ _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

14251 Andover (15-15204-000) ⑤ _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

14249 Andover (15-15205-000) 6 *[Signature]* _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the 12 day of JANUARY 2008

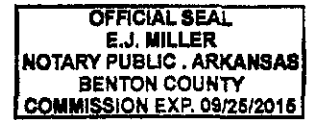


14233 Andover (15-15206-000) 7 *[Signature]* _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the 12 day of JANUARY 2008



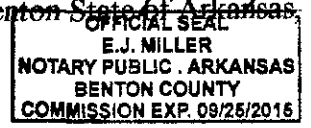
14211 Andover (15-15207-000) 8 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

14203 Andover (15-15208-000) 9 *[Signature]* _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the 21 day of JANUARY 2008

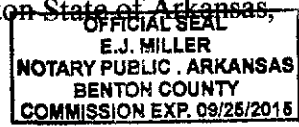


Spring Hollow Subdivision

14200 Andover (15-15209-000) 10 Mary E. Engstrom, William H. Longpton Jr.
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the 12 day of JANUARY 2008

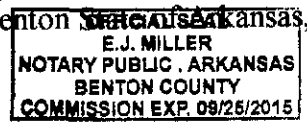


14212 Andover (15-15210-000) 11 Daria L. Davis
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the 12 day of JANUARY 2008



14224 Andover (15-15211-000) 12 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

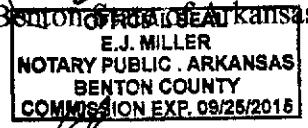
14236 Andover (15-15212-000) 13 W. G. Miller, Vicki L. Miller
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the 12 day of JANUARY 2008



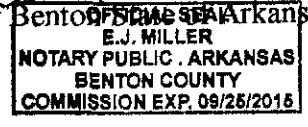
14248 Andover (15-15213-000) (14) _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

14260 Andover (15-15214-000) 15 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

Andover (15-15215-000) 16 x Donald Hull, Wanda Hull
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the 12 day of JANUARY 2008



14284 Andover (15-15216-000) 17 x Donald Hull, Wanda Hull
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the 12 day of JANUARY 2008



14296 Andover (15-15217-000) 18 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

Petition for Inclusion

Book 2008 Page 2519
Recorded in the Above
DEED Book & Page
01/22/2008

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On this the _____ day of _____ 2008

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On this the _____ day of _____ 2008

14275 Andover (15-15202-000) 3 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

Andover (15-15203-000) 4 Patricia Theresa Ellis
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the 16th day of JANUARY 2008

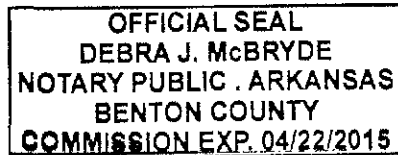
14251 Andover (15-15204-000) 5 Patricia Theresa Ellis
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the 16th day of JANUARY 2008

14249 Andover (15-15205-000) 6 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

14233 Andover (15-15206-000) 7 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

14211 Andover (15-15207-000) 8 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

~~14203 Andover (15-15208-000) 9~~ Debra J. McBryde
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the 16th day of January 2008



Spring Hollow Subdivision

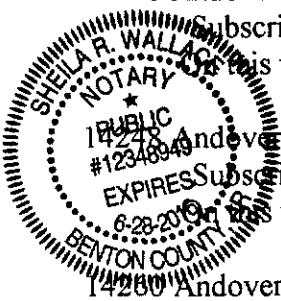
Book 2008 Page 2520
Recorded in the Above
DEED Book & Page
01/22/2008

14200 Andover (15-15209-000) 10 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

14212 Andover (15-15210-000) 11 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

14224 Andover (15-15211-000) 12 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

14236 Andover (15-15212-000) 13 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008



14248 Andover (15-15213-000) 14 Chloe K Tempel
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the 16th day of January 2008

Sheila R. Wallace

14260 Andover (15-15214-000) 15 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

Andover (15-15215-000) 16 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

14284 Andover (15-15216-000) 17 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

14296 Andover (15-15217-000) 18 _____
Subscribed and sworn to before me, a Notary Public and for the County of Benton State of Arkansas,
On this the _____ day of _____ 2008

Benton County, AR
I certify this instrument was filed on
01/22/2008 12:43:34PM
and recorded in DEED Book
2008 at pages 0002517 - 0002520
Brenda DeShields-Circuit Clerk