

BILL OF ASSURANCES AND PROTECTIVE COVENANTS
FOR WATER-LOU ESTATES, BENTON COUNTY, ARKANSAS

MAR 01 1996

SUE HODGES

Clerk and Recorder

KNOW ALL MEN BY THESE PRESENTS:

That LOUISE JEFFERSON, as President and RICK R. HAWES, as Secretary of WATER-LOU, INC., an Arkansas Corporation, duly authorized by proper Resolution of its Board of Directors, as OWNER of certain property hereinafter described which has been subdivided into lots and tracts hereby enter into the following Bill of Assurances and Protective Covenants with reference to said platted property.

WHEREAS, it is the desire of the OWNER to provide for the use of the property herein described for residential use and to restrict its use as such:

NOW THEREFORE, OWNER hereby adopts the covenants stated herein and agrees that the stated covenants shall apply to all of the property hereinafter described, and that said covenants shall be covenants running with the land.

1. SCOPE OF APPLICATION: These covenants shall apply in their entirety to the area herein described as follows:

THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND THE S $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 14 AND THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ AND PART OF THE S $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 15, ALL IN TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID SECTION 15; THENCE S 89°50'22" W 1321.82 FEET; THENCE N 0°01'41" W 1986.01 FEET; THENCE S 89°38'04" E 267.42 FEET; THENCE S 58°38'49" E 463.52 FEET; THENCE N 83°01'59" E 188.94 FEET; THENCE N 65°59'17" E 519.77 FEET; THENCE S 89°59'10" E 1312.66 FEET; THENCE S 0°01'08" W 1976.83 FEET; THENCE N 89°51'22" W 1314.80 FEET TO THE POINT OF BEGINNING, CONTAINING 116.52 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHTS-OF-WAY OF BENTON COUNTY ROADS 39 AND 452 WHICH BORDER THE NORTHERN AND PART OF THE WESTERN SIDES OF THE PROPERTY AND SUBJECT TO ALL OTHER EASEMENTS OF RECORD. (SAID PROPERTY BEING PLATTED AS WATER-LOU ESTATES, SAID PLAT BEING FILED FOR RECORD FEBRUARY 9, 1996, IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, IN PLAT RECORD 21L AT PAGE 146.

2. LAND USE AND BUILDING TYPES:

a) No lot or tract in said Subdivision shall be used except for residential purposes. No commercial enterprises shall be permitted. Tracts or lots as currently set forth on the said plat of said property shall not be subdivided, and only one residence shall be placed on any one lot or tract.

b) No dwelling shall be constructed upon any lot or tract of said Subdivision which contains less than 1,800 square feet of heated floor space, exclusive of open porches, decks or carports.

c) No dwelling or other structure shall be placed on any lot or tract within 25 feet of the property line of said lot or tract.

d) No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done on any lot or tracts which may be or may become a nuisance to the neighborhood.

Return To: Rick R. Hawes
Lindsey & Associates
3711 W Walnut St.
Rogers, AR 72758

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e) No structure of a temporary character, manufactured home, mobile home, travel trailer, modular home, trailer, basement, tent, shack, barn, or outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except that any structure in existence and located upon said property at the date of the execution of this instrument shall be excepted from the terms of this instrument. All dwellings placed upon any tract in this Subdivision shall be of new materials.

f) Trash, garbage, and other waste shall not be kept or stored upon or about any lot or tract, except in sanitary containers. No area of any lot or tract shall be used or maintained for a dumping ground or storage area for rubbish, junk or trash.

g) No animals or livestock of any kind shall be raised on said property as a commercial enterprise. Dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that same are not a nuisance to the neighborhood. Livestock or poultry may be kept on any lot or tract provided that they are only for the personal use of the owner of said lot or tract. Household pets may be kept provided that same are not a nuisance to the neighborhood. All animals shall be restricted to the tract or lot of the owner of such animals. Dogs shall not be allowed to run loose.

h) No inoperative or junk motor vehicle shall be permitted to remain upon any lot or tracts or in any public street in said Subdivision for a period in excess of thirty (30) days.

3) TERM OF COVENANTS: 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 assigns, for a period of Ten (10) years from date hereof. At any time within six (6) months from the expiration period a majority of the lot owners 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 be terminated. In the event that no such action is taken, these covenants shall continue for periods of five years, and after any such five year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that these 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 lot owners of said Subdivision, and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

4) AMENDMENT TO COVENANTS: It is further provided that these covenants and restrictions may be amended at any time provided that said amendment or amendments are set forth in an instrument properly executed by a majority of the 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 the property owners of the total real estate by volume.

5) VIOLATION OF COVENANTS: 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 any interest in any lot or tracts in said Subdivision 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 or them so doing or to recover damages or other penalties for such violation.

6) SEVERABILITY: Invalidation of anyone of these covenants by judgment or Court order shall in no wise affect any of the other provisions herein contained.

IN WITNESS WHEREOF, the name of the Owner is hereunto affixed by its President, and its seal is hereunto affixed by its Secretary, this 28 day of February, 1996.

WATER LOU, INC.,
an Arkansas Corporation

SEAL

ATTESTED: [Signature]
RICK HAWES, SECRETARY
R.

BY: [Signature]
LOUISE JEFFERSON, PRESIDENT

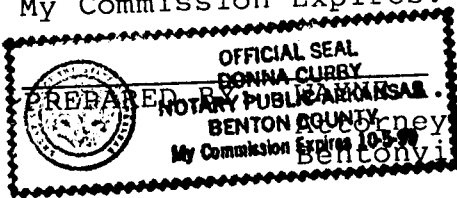
STATE OF ARKANSAS)
)ss ACKNOWLEDGMENT
COUNTY OF BENTON)

BE IT REMEMBERED that before me, DONNA CURBY, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named LOUISE JEFFERSON and RICK HAWES, to me well known as the President and Secretary, respectively of WATER LOU, INC., an Arkansas Corporation, the Owner in the foregoing Bill of Assurances and Protective Covenants, and stated that they were duly authorized in such 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 28th day of February, 1996.

[Signature]
Notary Public

My Commission Expires:



ACKERMAN
at Law
Bentonville, AR 72712

FILED FOR RECORD
At 1:10 O'Clock P.M.

98 073271

JUL 10 1998

AMENDMENT TO
BILL OF ASSURANCES AND PROTECTIVE COVENANTS SUE HODGES
FOR WATER-LOU ESTATES, BENTON COUNTY, ARKANSAS Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

That LOUISE JEFFERSON, as President and RICK HAWES, as Secretary of WATER-LOU, INC., an Arkansas Corporation, duly authorized by proper Resolution of its Board of Directors, as OWNER of LOTS 1, 2, 3, 4 and 9 of WATER-LOU ESTATES, and REGGIE MONSON and SUSAN MONSON, as OWNER of LOT 5 of WATER-LOU ESTATES, as shown on the plat thereof being filed for record February 9, 1996, in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, in Plat Record 21L at Page 146; the herein named OWNERS pursuant to the provisions of the original Bill of Assurances and Protective Covenants with reference to the said WATER-LOU ESTATES, which instrument was dated February 28, 1996, and filed for record March 1, 1996, in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, as Document No. 96-15062, the undersigned OWNERS hereby enter into the following Amendment to Bill of Assurances and Protective Covenants with reference to the said WATER-LOU ESTATES.

WHEREAS, the original BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR WATER-LOU ESTATES, BENTON COUNTY, ARKANSAS, provides as follows in paragraph No. 4:

"4) AMENDMENT TO COVENANTS: It is further provided that these covenants and restrictions may be amended at any time provided that said amendment or amendments are set forth in an instrument properly executed by a majority of the 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 the property owners of the total real estate by volume." and

WHEREAS, the undersigned certify that they are owners of a majority of the total real estate by volume of the said WATER-LOU ESTATES, and it is the desire of the said OWNERS to amend the said original BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR WATER-LOU ESTATES, BENTON COUNTY, ARKANSAS

NOW THEREFORE, the undersigned OWNERS hereby adopt the following amendments to the covenants herein described for WATER-LOU ESTATES, BENTON COUNTY, ARKANSAS.

1. That paragraph 1, sub-paragraph a) of the original Bill of Assurances provides as follows: "a) No lot or tract in said Subdivision shall be used except for residential purposes. No commercial enterprises shall be permitted. Tracts or lots as currently set forth on the said plat of said property shall not be subdivided, and only one residence shall be placed on any one lot or tract."

That the above described paragraph 1, sub-paragraph a) is hereby amended to provide as follows:

"a) No lot or tract in said Subdivision shall be used except for residential purposes. No commercial enterprises shall be permitted. Tracts or lots as currently set forth on the said plat of said property shall not be subdivided, except that Lot 9 of the the said WATER-LOU ESTATES as shown on the plat thereof on filed in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas in Plat Record 21L at Page 146, may be sub-divided into up to three (3) lots, and only one residence shall be placed on any one lot or tract."

Leaders 98047112

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2. That all other provision of the original BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR WATER-LOU ESTATES, BENTON COUNTY, ARKANSAS, dated February 28, 1996, and filed for record March 1, 1996, in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, as Document No. 96-15062, shall remain in full force and effect, except as herein amended.

IN WITNESS WHEREOF, the undersigned Owners hereby set there hand and seal, this 11th day of JUNE, 1998.

WATER LOU, INC.,
an Arkansas Corporation

SEAL
ATTESTED: [Signature]
RICK HAWES, SECRETARY

BY: [Signature]
LOUISE JEFFERSON, PRESIDENT

[Signature]
REGGIE MONSON

[Signature]
SUSAN MONSON

STATE OF ARKANSAS)
)ss ACKNOWLEDGMENT
COUNTY OF BENTON)

BE IT REMEMBERED that before me, Reggie A. Monson & Susan D. Monson, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named REGGIE MONSON and SUSAN MONSON, husband and wife, one of the owners in the above and foregoing Amendment to Bill of Assurances and Protective Covenants; and LOUISE JEFFERSON and RICK HAWES, to me well known as the President and Secretary, respectively of WATER LOU, INC., an Arkansas Corporation, one of the Owners in the foregoing Amendment to Bill of Assurances and Protective Covenants, and stated that they were duly authorized in the capacities herein stated to execute the foregoing instrument 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 11th day of JUNE, 1998.

My Commission Expires: 7/24/05
[Signature]
Notary Public

PREPARED BY: WAYNE A. ACKERMAN
Attorney at Law
Bentonville, AR 72712

SEP 21 1999

SECOND AMENDMENT TO
BILL OF ASSURANCES AND PROTECTIVE COVENANTS
FOR WATER-LOU ESTATES, BENTON COUNTY, ARKANSASSUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

That LOUISE JEFFERSON, as President and RICK HAWES, as Secretary of WATER-LOU, INC., an Arkansas Corporation, duly authorized by proper Resolution of its Board of Directors, as OWNER of LOTS 1, 2, 3, and 4, of WATER-LOU ESTATES, and ERIC ENGLER and TRACEY ENGLER, husband and wife, as OWNER of LOTS 12A, 12B, 12C, and 12D, of WATER-LOU ESTATES, as shown on the plat thereof being filed for record February 9, 1996, in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, in Plat Record 21L at Page 146; the herein named OWNERS pursuant to the provisions of the original Bill of Assurances and Protective Covenants with reference to the said WATER-LOU ESTATES, which instrument was dated February 28, 1996, and filed for record March 1, 1996, in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, as Document No. 96-15062, the undersigned OWNERS hereby enter into the following Second Amendment to Bill of Assurances and Protective Covenants with reference to the said WATER-LOU ESTATES.

WHEREAS, the original BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR WATER-LOU ESTATES, BENTON COUNTY, ARKANSAS, provides as follows in paragraph No. 4:

"4) AMENDMENT TO COVENANTS: It is further provided that these covenants and restrictions may be amended at any time provided that said amendment or amendments are set forth in an instrument properly executed by a majority of the 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 the property owners of the total real estate by volume." and

WHEREAS, the undersigned certify that they are OWNERS of a majority of the total real estate by volume of the said WATER-LOU ESTATES, and it is the desire of the said OWNERS to amend the said original BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR WATER-LOU ESTATES, BENTON COUNTY, ARKANSAS

NOW THEREFORE, the undersigned OWNERS hereby adopt the following amendments to the covenants herein described for WATER-LOU ESTATES, BENTON COUNTY, ARKANSAS.

1. That paragraph 1, sub-paragraph a) of the Bill of Assurances and Protective Covenants, as amended by the "Amendment to Bill of Assurances and Protective Covenants for Water-Lou Estates, Benton County, Arkansas", which was dated June 11, 1998, and filed for record July 10, 1998, in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, as Document No. 98-073271, provides as follows: "a) No lot or tract in said Subdivision shall be used except for residential purposes. No commercial enterprises shall be permitted. Tracts or lots as currently set forth on the said plat of said property shall not be subdivided, except that Lot 9 of the the said WATER-LOU ESTATES as shown on the plat thereof on filed in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas in Plat Record 21L at Page 146, may be subdivided into up to three (3) lots, and only one residence shall be placed on any one lot or tract."

That the above described paragraph 1, sub-paragraph a) is hereby amended to provide as follows:

"a) No lot or tract in said Subdivision shall be used except for residential purposes. No commercial enterprises shall be permitted. Tracts or lots as currently set forth on the said plat of said property may be subdivided, provided that no tracts or lots may be subdivided into two or more tracts or lots which

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PROTECTIVE COVENANTS

JAN 23 2001

SUE HODGES
Clerk and Recorder
Benton County, ARK.

KNOW ALL MEN BY THESE PRESENTS: **01007579**

That BURNETT CONSTRUCTION AND REAL ESTATE, INC., holds the title to all of the following described lands situated in Benton County, Arkansas, to-wit:

WATER-LOU ESTATES

The NE1/4 of the NE1/4 of Section 22, Township 20 North, Range 31 West, Benton County, Arkansas, containing 39.94 acres, more or less, and subject to any and all recorded easements.

I. INTENT AND PURPOSES:

It is the desire and intent of BURNETT CONSTRUCTION AND REAL ESTATE, INC., to place certain safeguards, restrictions and provisions upon the lands above described, for the use and benefit of the future owners of said property; therefore, in consideration of the premises and in consideration of the mutual agreements herein made and set forth, BURNETT CONSTRUCTION AND REAL ESTATE, INC., its successors, assigns and grantees, and for their successors in title, do hereby agree, subject to Section IV "General Provisions," Item A., "Term," hereof, that all lands herein described shall be and they are restricted as to their use in the manner and to the extent hereafter set forth, and likewise all provisions relative thereto as hereafter set forth shall fully apply as to all such lands.

All persons, firms and corporations who now own, or who shall hereafter acquire any interest in any of the parcels or lots lying within the lands herein described, or affected hereby, shall be bound by the restrictions and provisions herein set forth, with the same force and effect as though they had joined in the execution of this instrument, it being the intention of BURNETT CONSTRUCTION AND REAL ESTATE, INC., that all restrictions and provisions set forth herein shall be held to be covenants running with the land, binding upon all persons interested in said lands throughout the whole period of time for which these restrictions and provisions shall remain in effect.

Mail to:
16063 Serenity Point Lane
Rogers, Arkansas 72756

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II. ARCHITECTURAL CONTROL COMMITTEE:

01007580

A. BURNETT CONSTRUCTION AND REAL ESTATE, INC., creates and establishes contemporaneously with and by these Protective Covenants an Architectural Control Committee, hereinafter referred to as the "Committee" with the responsibility of maintaining values of the property lying within the boundaries of the above described lands, and also for the purpose of enforcing the restrictions and provisions herein provided, and waiving same in hardship cases, as well as passing and issuing additional orders, rules, restrictions and provisions in aid and furtherance of the purposes aforesaid.

B. The Architectural Control Committee is composed of Charles W. Burnett and Linda Dianne Burnett. The Committee may designate a representative to act for the Committee, and the action of such a representative shall be as effective as if the entire Committee had acted. In the event of the death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of three-fourths of total parcels or lots to be created from the herein described lands shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing; however, in the event the Committee, or its designated representative, fails to approve or disapprove in writing within sixty (60) days after submission, then written approval will not be required and approval by Committee shall be presumed.

III. SUBDIVISION RESTRICTIONS:

A. Land Use:

All parcels or lots to be carved from the aforementioned lands are hereby designated as single family residential parcels or lots and shall not be otherwise used.

B. Approval of Plans:

No building, fence, wall or other structure shall be erected, placed or altered on any parcel or lot until the construction plans and specifications and a site plan showing the location of the proposed structure shall have been presented to and approved in writing by the Architectural Control Committee as to quality of workmanship and material, structural design and appearance, harmony of external design with the existing structures on this and adjacent parcels or lots and as to location with respect to topography and finish grade elevation and to adjacent property.

C. Construction of Buildings:

Prior to beginning construction of a building, fence, wall or any other structure upon any lot herein, the owner of that lot shall furnish to the Architectural Control Committee proof that a suitable completion bond has been made by the Contractor of builder to insure completion of the structure and to indemnify the owner against the materialman's and mechanics' liens, or in lieu of the above, he shall furnish to the Architectural Control Committee satisfactory credit information and proof of financial ability to complete the structure within the time requirements hereinafter set forth.

In any case, the owner shall furnish the Architectural Control Committee with satisfactory proof that builder's risk insurance, including workman's compensation insurance, will be in effect for the construction period.

D. Completion of Buildings:

(1) The exterior of any structure erected on or moved upon any lot shall be completed within six (6) months after construction has begun and in accordance with the building code as formally adopted by the Architectural Control Committee. In the absence of such a building code, the provisions of the most recently revised edition of the Federal Housing Administration's "Minimum Property Standards for One and Two Living Units" will be substituted. Completion of the exterior shall include foundation wall, exterior siding, windows and doors, corner boards, molding, chimneys, roof rakes, roof overhangs, roof cornices, fascias, porches, patios, walks, drives and steps as applicable and shall include completion of any and all kinds of details of exterior construction or finish which in their absence would change the appearance of the structure from that approved by the Architectural Control Committee.

(2) The interior of any structure erected on any lot shall be completed within twelve (12) months after construction has begun. The interior walls and ceilings of a standard nature, such as sheetrock, plaster, paneling, finished floors, etc., shall be substantially completed. Completion of interior painting, wallpapering and final finishing touches may be postponed; however, shades and/or curtains or drapes must be hung at the windows within the time allowed. Electric wiring installed in any structure shall be in accordance with the standards required by the Federal Housing Administration or with the standards required by the local power company, whichever are more restrictive. Plumbing shall be in complete accordance with the requirements set up by the Arkansas State Health Department or the Federal Housing Administration, whichever is more restrictive.

E. Inspections:

All structures shall be submitted to inspections by the Architectural Control Committee and/or its representative as necessary to enforce these Subdivision Restrictions. In the event the completion dates and requirements above provided are not met, the Architectural Control Committee shall have the right but not the obligation, to hire a contractor to promptly complete the work in accordance with such requirements and to bill the owner for the amount expended plus ten percent (10%) of such amount for administration. In the event that the owner does not pay said charges, the Architectural Control Committee shall have the right to file a lien subject however to lien by reason of first mortgage or first deed of trust against the property and proceed in law or equity to sell the property and obtain said charges. All money received over and above said charges and court costs will be returned to the owner.

F. Dwelling Cost and Quality:

No dwelling shall be permitted on any lot of less than 2000 square feet heated living space at a cost of less than \$120,000.00 (exclusive of land costs), 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. No used or old building shall be moved on any lot.

G. Exterior Maintenance:

In the event the Owner of any lot or living unit shall fail to properly provide for exterior maintenance as to buildings or grounds the A.C.C. may, but shall not be obligated to do so, provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements and to bill the owner for the amount expended plus ten percent (10%) of such amount for administration. In the event that the owner does not pay said charges, the A.C.C. shall have the right to file a lien subject, however, to lien by reason of a first mortgage or first deed of trust against the property and proceed in law or equity to sell the property and obtain said charges. All money received over and above said charges and court costs shall be returned to the owner.

H. Access at Reasonable Hours:

For the purpose solely of performing the exterior maintenance authorized, the A.C.C. through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any lot or exterior of any living unit at reasonable hours on any day except Sunday.

I. Resubdivision:

No lot shown on the plat shall be resubdivided into building plots; but a portion of a lot may be used in connection with an adjoining lot and the total considered as a single building plot upon written approval of the A.C.C.

J. Setbacks:

Setback requirements shall apply to all structures moved onto or erected on any lot as follows:\

- | | | |
|-----|--------------------------------|--|
| 1.) | Front yard setback for house | 100 feet from front property line or as shown on record plat. |
| 2.) | Rear yard setback fro house | 100 feet from rear property line or 50 feet from any stable, whichever is further from rear property line. |
| 3.) | Side yard setback for houses | 50 feet from side property line. |
| 4.) | Corner lot setbacks for house | 75 feet from front property line and 75 feet from side street. |
| 5.) | Setback for stables from house | 50 feet from any building line of house. |
| 6.) | Front yard setback for stables | 150 feet from front property line. |
| 7.) | Rear yard setback for stables | 25 feet from rear property line. |
| 8.) | Side yard setback for stables | 50 feet from side property line. |
| 9.) | Corner lot setback for stables | 100 feet from front property line and 75 feet from side street. |

It is the intent of these setback limitations that stables, when constructed on a lot, shall be located in the back yard area only. It is also the intent of these setback limitations that no part of any stable shall be closer than 50 feet from any part of any house on the same or adjacent lots. For this reason, the Architectural Control Committee, in approving locations of stables, will give consideration to the effect of that location upon house locations on the adjacent lots. Roof overhangs, steps, stoops, and usual architectural projections shall be excepted in computing setback requirements.

No building shall be placed closer to the Roads and Streets than the setback line set forth above except where such requirement creates an undue hardship upon the Owner, such setback may be modified by the A.C.C. as necessary to prevent the hardship.

K. Outbuildings and Accessory Buildings:

Outbuildings or accessory buildings, such as a garage, servants quarters or guest house, shall be permitted on lots upon which a single family detached structure has been constructed or is under construction, provided the building and/or buildings are occupied by servants employed on the premises or by guests, and are not occupied otherwise as rental units by nonservant or nonguest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera, of such buildings. Stables shall be permitted to be maintained or erected upon the lots provided that the A.C.C. shall approve the design plans, specifications, et cetera, of such buildings. Any stable erected or moved onto any lot shall contain sufficient enclosed areas for storage of feed in addition to stable facilities. No feed or other equipment or paraphernalia for horses shall be stored on the lot except in the stable building. Any water connections to stables shall be installed in accordance with the Arkansas State Health Department Plumbing Code. Any drains from stables shall be connected to the house sewer system or shall have their own individual sewage disposal system installed in accordance with all requirements of the Arkansas State Health Department Rules and Regulations pertaining to Sewage Disposal Systems and Installers.

L. Livestock and Poultry:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, other ordinary household pets and horses may be kept, provided that they are not kept, bred or maintained for any commercial purposes; it is further provided that they shall not be kept in such numbers or in such a manner that would create a nuisance.

M. Garbage and Refuse Disposal:

No lot shall be used or maintained as a dumping ground for garbage or rubbish. Trash, garbage, manure or other waste incidental to the use of the property as herein provided shall be kept in covered sanitary containers.

N. Back Yard Fences:

It is the intent of this covenant that every Owner who purchases a lot in Water Lou, its successors and assigns, may have the right to build and maintain a fence along the line of the Bridle path easement upon his lot so that the fence will border the bridle path. Such fence shall be within the confines of the lot and at a distance of not more than 12 inches and not less than 6 inches from the Bridle Path easement line. However, all such fences when constructed shall join the fences on adjacent lots so that the fencing of bridle paths shall appear continuous. All such fences shall be wooden fences. Each fence may contain a gate which shall be constructed in such a fashion as to complement the design of the fences. The right to so build and maintain shall be appurtenant to and run with the land. Any other fence design must be approved in advance of construction.

O. Bridle Path Easements:

Bridle Path easements are dedicated for the sole use of the lots within the subdivision and every lot owner, so long as the lot ownership shall continue, shall have a right and easement of enjoyment in and to the bridle path easements, and such easement shall be appurtenant to and shall pass with the title to every lot. Bridle path easements shall be used by all lot owners in such a way that no nuisance or hazard is created as to other lot owners. No one shall build or move any structure, or move any natural or artificial object or do any work on any bridle trail or path which will create or cause to be created, an obstruction or encroachment upon said bridle trail or path.

P. Zoning:

The lots reflected upon the plat shall be designated as single family residential with the provision that horses may be used and kept on said lots in the manner as prescribed in paragraph L hereof, and with the further provision that stables may be constructed and maintained to provide for the proper care of any horses which might be used or kept upon the said lots. Although horses and pets may be kept and used on said lots, the training of such horses and pets shall not be permitted without the consent of the A.C.C. in determining whether or not to permit training on the particular lot, the A.C.C. shall take into consideration the type of training, the extent of training, the neighboring lots, and the fact that the basic use of the land is residential use.

Q. Easements for Public Utilities:

Burnett Construction and Real Estate, Inc., hereby reserves all easements for installation and maintenance of utilities and drainage facilities as reflected upon the recorded plat and as herein provided and by reason of such reservation, shall have the right to install or have installed water mains, power lines or any other utility or drainage facility within such easements without notification to the lot owner; however, all such facilities will be placed with the easement wherever such installation would be most practical and least detrimental to the lot. Such easements as so reserved shall be assignable, perpetual, alienable, and releaseable on the part of the owners and its successors and assigns.

Within easements as reflected upon the recorded plat or as herein provided, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

In addition, Burnett Construction and Real Estate, Inc., for itself and its successors and assigns hereby reserves and is given an assignable, perpetual, alienable and releaseable easement, privilege and right on, over and under the hereinafter designated portions of the above-described lands to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, water meter stations, water pressure reducing stations, water hydrants and water system structures, drainage lines and drainage ditches or drainage structures, sewer and other suitable equipment and structures for drainage and sewerage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, C.A.T.V. gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, or over and under the following property reflected upon said plat:

- 1.) Bridle path easements and an additional strip of land lying on each lot that is parallel to and contiguous to the bridle path easement line and 71/2 feet in width.
- 2.) All streets and other vehicular ways reflected upon said plat.
- 3.) A strip of land 71/2 feet in width parallel to and contiguous to all lot lines of each lot.

Burnett Construction and Real Estate, Inc., shall have the unrestricted sole right and power of alienating releasing the privileges, easements and rights referred to herein. The owners of the lot or lots subject to the privileges, rights and easements and referred to herein, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over, or under the property which is subject to said privileges, right and easements. All such easements are and shall remain private easements and the sole and exclusive property of Burnett Construction and Real Estate, Inc., and its successors and assigns.

R. Fences:

Garden walls or fences may be constructed or erected on any lot except within 6 inches of a property line and except within bridle path easements and except in the area outlined in Paragraph U of these subdivision restrictions and provision; however, any such fence or wall in excess of six (6) feet in height must be given specific written approval of the Architectural Control Committee prior to its construction.

This restrictive covenant shall not be construed so as to in any way lessen or limit the effect or intent of the preceding Paragraph Q which shall control this covenant in all cases of conflict. If it becomes necessary to partially or completely remove any such fence or wall in order to install and maintain utility or drainage facilities within any easements reserved herein, the cost of such removal and reconstruction, if any, shall be borne by the lot owner.

S. Sewage Disposal:

No building shall be maintained or erected unless the owners thereof shall install sewage disposal facilities located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the County Sanitarian.

T. Water Supply:

No privately owned water system shall be permitted upon any lot or parcel of land of the properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the County Sanitarian and by the A.C.C.

U. Sight Distance at Intersection:

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 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 lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

V. Nuisances:

No noxious or offensive activity shall be carried on upon any part of the above described premises nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may be or become offensive by reason of color, design or emission of odor, liquid, gas, smoke, vibration or noise or for any other reason.

W. Signs:

No sign of any kind shall be displayed to the public view on any lot or upon any building or other structure thereon except signs erected by the developer in connection with its sales program or unless approved in writing by the Architectural Control Committee. The only exception will be standard real estate signs.

X. Oil and Mining Operations:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Y. Business Prohibited:

Except for the business of the developer in furtherance of its sales program, the practice of any profession or the carrying on of any commercial business of any kind is prohibited.

Z. Temporary Structures and Mobile Homes

No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at anytime as a residence, either temporarily or permanently. No mobile home shall be moved upon a lot or used on any lot at any time as a residence, either temporarily or permanently, unless approved by the A.C.C.

AA. Utilities Reserved from Bill of Assurance:

Utilities are specifically reserved unto the Developer. It is contemplated utilities for the Properties shall be furnished by companies so engaged in the vicinity of the properties and the developer retains and has the exclusive right to negotiate contracts and agreements with such companies, under such conditions and for such consideration, which considerations shall belong to the developer, as it shall deem proper under circumstances. The utilities referred to shall include, but not be limited to:

Water
 Natural, Liquefied or Manufactured Gas System
 Electrical System
 Telephone System
 Antenna Television Transmission and Distribution Facilities and System

In the event the Developer cannot negotiate contracts and agreements with local companies to furnish the utility services aforesaid, it may, but shall not be obligated to do so, organize an improvement district or districts or a company, or companies, to furnish such utility services, and shall have the right to enter into agreements with such district or districts of company or companies, so organized shall be wholly or partially owned by the Developer. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved, although the Developer will use its best efforts consistent with economic feasibility to so provide same.

IV. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

B. Enforcement:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant which proceedings may be brought either to restrain violation or to recover damages. The Architectural Control Committee or any owner of one or more of the lots shall have the right to enforce the aforesaid subdivision restrictions by filing suit in any court of proper jurisdiction.

C. Severability:

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force.

IN WITNESS WHEREOF, the said Burnett Construction and Real Estate, Inc., has caused this instrument to be signed by its President and its Secretary and its corporate seal to be affixed this ____ day of _____, 20__.

ATTEST:

BURNETT CONSTRUCTION AND REAL ESTATE, INC.

By William Burnett
President

Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS)

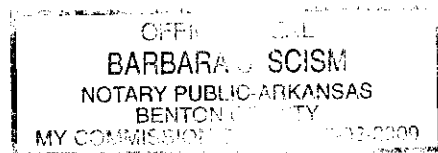
COUNTY OF BENTON)

On this 16 day of Jan, 2001, before me, a Notary Public in and for the said County and State, duly commissioned, qualified and acting appeared in person the within named _____ and _____, to me personally well known, who stated that they were the President and Secretary of BURNETT CONSTRUCTION AND REAL ESTATE, INC., an Arkansas Corporation authorized to do business in the State of Arkansas, 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 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 16 day of Jan, 2001

Barbara S. Scism
Notary Public

My Commission Expires: 2002-2009



2004 49397
Recorded in the Above
Deed Book & Page
10-25-2004 11:31:17 AM
Brenda DeShields-Circuit Clerk
Benton County, AR

AMENDED AND RESTATED
BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR
CERTAIN LANDS IN
BENTON COUNTY, ARKANSAS
KNOWN AS A PART OF WATER-LOU ESTATES

Book/Pg: 2004/49397
Term/Cashier: CIRCLK04 / SWhite
Tran: 2319.73390.195609
Recorded: 10-25-2004 11:31:34
DFE Deed
REC Recording Fee
Total Fees: \$ 35.00

35.00
0.00

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are owners of a majority by volume of certain lands within Benton County, Arkansas, known and platted Water-Lou Estates; and,

WHEREAS, there are presently upon the property that certain Bill of Assurances and Protective Covenants recorded March 1, 1996, as instrument number 96-15862; that certain Amendment to Bill of Assurances and Protective Covenants for Water-Lou Estates recorded July 10, 1998, in Microfiche Instrument No. 998-073271 of the Benton County real estate records; that certain Second Amended Declaration of Covenants and Restrictions for Water Lou, Inc., dated September 13, 1998, and recorded September 21, 1999, in Microfiche Instrument No. 99-100461 of the Benton County real estate records; and those certain Protective Covenants recorded January 23, 2001, as instrument number 2001-007579 of the Benton County Real Estate Records; and,

WHEREAS, said Bill of Assurances and Protective Covenants and the amendments thereto provide for the amendment of same by instrument executed by a majority by volume of the lands within Water-Lou Estates; and,

WHEREAS, it is the desire of the owners of certain lots as hereafter described to consolidate, restate, and amend said Bill of Assurances and Protective Covenants into a single, current, and manageable document and to limit the use of the subject property to the highest of residential uses and to restrict its uses as such; and,

WHEREAS, said lands to be subject to these Amended and Restated Bill of Assurances and Protective Covenants are only a portion of Water-Lou Estates and are specifically limited to all of the following described property in Benton County, Arkansas;

Lots 1 through 18, Final Re-Plat of Tracts 1 through 4, Water-Lou Estates, as recorded September 25, 2000, in Plat Record P3 at Page 292, Benton County, Arkansas, and the Final Re-Plat of Tracts 2 through 4 as recorded September 26, 2000, in Plat Book P3 at Page 294 of the Benton County Real Estate Records.

NOW THEREFORE, the undersigned hereby adopt the Protective Covenants stated herein and agree that the stated covenants shall apply to all of the property above described as covenants running with the land:

1. SCOPE OF APPLICATION.

These covenants shall apply in their entirety to the area above described.

2. LAND USE AND BUILDING TYPES.

A. No lot shall be used except for residential purposes, except those tracts of land specifically designated as "common areas". No platted lot may be split or subdivided. Except for the business of the Developer and furtherance of its sales program, the practice of any profession or the carrying on of any business or commercial activity is prohibited within the property. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling with garage (either attached or detached), and one out building for storage or for maintenance of domestic animals as hereafter permitted. Out-building must be of a character and material complimentary to the principal residence and the property. If two or more adjacent lots have a common owner, then the common lot line or lines of the lots may be considered to be removed and the lots considered as one for compliance. "Ground floor" shall mean heated and cooled living space on one level. The total heated living space of the main structure, exclusive of one-story porches, carports, and garages on one level, shall not be less than 2000 sq. feet.

B. No outbuilding shall be constructed nearer to any street than the front wall of the house located upon said property.

C. No mobile, modular, or prefabricated homes or out building (except small storage buildings of less than 100 square feet) of any kind shall be placed or constructed upon any property within the above described lands.

3. GENERAL RESTRICTIONS.

a. No obnoxious or offensive activity and no commercial activities of any kind shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

b. No tent or shack shall be erected on any lot in this property, temporarily or permanently, except for temporary use by construction contractors only. Tents used for recreational purposes of a short duration shall be considered as excluded by this provision.

c. 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 docile and are not kept, bred or maintained for commercial purposes. Provided, however, that horses may be kept for recreational purposes only upon lots within the property.

d. No trash, or other refuse may be thrown or dumped on any of the lots in the

addition. Containers for trash or garbage that is to be picked up on a regular basis may be placed in the open for access on days when such pick-up is scheduled. At all other times such containers must be stored in such a manner as to be shielded from view by adjoining property owners or from the street.

e. No building material of any kind or character shall be placed or stored upon any property until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines.

f. No mail carts, dune buggies, golf carts, mobile homes, commercial vehicles, motor homes, travel trailers, campers, boats, motors or trailers shall be kept in the street adjacent to any lot. Cars and trucks may be street parked when necessary for visitors, guests and other temporary needs, but not longer than 3 consecutive days. Boats, travel trailers or other motor vehicles may be stored behind the front line of a home provided such storage is no closer than 25 feet to the street or lot boundary as reasonable where the topology of the lot allows.

g. Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals on each lot by the owner thereof so as to maintain the same in a neat and attractive manner. No debris shall be allowed to accumulate upon any lot. Dead trees, shrubs, vines and plants shall be promptly removed from each lot. The Property Owners Association shall have the right, privilege and option to cause any unkept lots to be mowed and to remove dead trees, plants or other vegetation and debris from such lot if, after ten days' notice in writing, from the Property Owners Association to the owner, the owner has failed or neglected to do so, and the Property Owners Association shall be entitled to a lien on such lot for the cost of such work.

h. No electronic antennas or satellite receiver dishes shall be placed in front of any residence in the property. Such devices may be placed beside a residence with proper screening.

i. There shall be no hunting, trapping, unnatural harm to animal nor any target or trap shooting within the property.

j. All fences must be at least 6 inches away from the nearest boundary line.

k. No inoperative motor vehicle shall be stored outdoors on any lot withing the above described property.

4. BUILDING LOCATION.

No building shall be located nearer than 100 feet to the front line or roadway, whichever is greater, or nearer than 50 feet to any interior or side lot line, or nearer than 100 feet to any rear lot line or 50 feet from any stable, whichever is farther from the rear lot line. For the purpose of this covenant eaves, steps and open porches shall be considered a part of the building.

Structures already in place or under construction as of the recording date of these covenants shall be excluded from the enforcement of this provision.

5. PROPERTY OWNERS ASSOCIATION, MEMBERSHIP DUES AND
CREATION OF LIENS.

(A) For the purpose of maintaining areas to be used in common with some or all of the residents and owners of property in the property, the entrance, security gates and fencing, the streets, the street lights, and drainage, if any of the above, and such other activities and undertakings as may be for the general use and benefit of owners and residents of the property, each and every lot owner, in accepting a conveyance of any lot in this property, agrees to and shall become a member of and be subject to the obligations and duly enacted by-laws and rules of the Property Owners Association, a non-profit corporation (hereafter, the POA). Each such member of the POA, including the developer, shall have one (1) vote for each lot owned within the Property.

(B) The Property Owners Association may, by majority vote of its duly elected Board of Directors, levy assessments or dues against all lot owners in order to defray the costs of performing maintenance or repairs upon common property within the property. All property owners in the property shall pay the required dues to the Property Owners Association promptly when the same become due, and in the event of failure to pay the same promptly when the same become due, such dues shall constitute a lien upon the property owned by such owner in the Addition and the same may be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas.

All delinquent assessments shall bear interest at the rate of ten percent (10%) per annum from the date the same become due until they are paid, and the association shall be entitled to a reasonable fee for its attorneys when their services become necessary to collect any delinquent assessments or dues, all of which shall be a part of the lien for dues.

(C) The liens herein created or retained for unpaid assessments or dues to the Property Owners Association are hereby made expressly inferior and subordinate to valid and bona fide mortgages and deeds of trust or retained vendor's liens securing obligations of owners of any of the lots in the addition up to the time of sale at foreclosure of any such mortgage, deed of trust or vendor's lien and for a period of six (6) months thereafter or until the residence upon such property is occupied, whichever date shall first occur, after which time monthly membership dues shall thereafter accrue as a lien upon such lot in the identical form and manner as prior to the foreclosure sale of the property involved. This subordination shall be construed to apply not only to the original, but to all successive, mortgages, deeds of trust, and vendor's liens given by property owners to secure obligations, together with all extensions and renewals thereof.

6. SEWAGE DISPOSAL.

All residences must be connected to sewage disposals systems approved by the State Health Department.

7. EASEMENTS.

Utility easements are hereby created and reserved for a distance of ten (10) feet on either side of any property line and five feet on either side of the center line of any existing utility structure. These easements shall be for the purpose of construction and maintenance of any utilities necessary to serve the Property. This easement shall include ingress and egress for the purpose of such construction and maintenance.

8. MAINTENANCE OF EASEMENTS.

Within the utility easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels within the easements or which may obstruct or retard the flow of water through drainage channels within the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the Developer, a public authority, or utility company is responsible.

10. SIGHT DISTANCE AT INTERSECTIONS.

No fence, wall hedge, or shrub that obstructs a sight-line at elevation between two (2) and six (6) feet above roadways shall be placed or permitted to remain or any corner lot within 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 streets property lines. The same sight-lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with edge of a driveway or alley. No tree shall be permitted to remain within such distance of such an intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the sight-line.

10. SIGNS.

All signs are prohibited upon the Properties, except:

1. Signs erected by the Developer for dedication of streets, traffic control and directional purposes;
2. Signs of a temporary nature advertising garage sales, POA meetings and events, property for sale and construction signs, which signs shall not exceed 5 square feet in area.
3. Beware of dog signs.

11. REMEDIES FOR DEFAULT IN OBSERVANCE OF COVENANTS.

If the owner or occupant of any lot fails to observe any covenant and if the default continues after ten (10) days written notice to the owner, then the Developer, their successors or assigns, may without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) the lot, remove or cause to be removed the garbage, trash, rubbish, or do any other things necessary for compliance with these restrictions, so as to place the lot in a neat, attractive and healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable costs of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay the statement immediately upon request. The Owner, or any other property owner within the Property, may bring any action provided by law, either at law or equity, for the enforcement of these Covenants.

12. TERM OF THE COVENANT.

These covenants shall run with the land. All persons or corporations who now own or shall hereafter acquire any of the lots in this property shall be deemed to have agreed and covenanted with the owners of all other lots in this property and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of 25 years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of 10 years unless prior to the end of the original term or any successive term of the application hereof a majority of the then owners of lots in the property agree to the amendment or removal of these covenants in whole or in part. These covenants may be amended at any time by the owners of a majority of the numbered tracts within the above described property. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of owners.

13. RIGHT TO ENFORCE.

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this property and bind the present owners, their heirs, successors and assigns, 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 property, their heirs, successors and assigns, and with 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 or their holding of title to lots in the property. Any owner or owners of lots in this Property, or Owners, 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. 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.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this _____
day of 2004.

Christa Schapman
signature

Lot no. 8

Brent Mink
signature

Lot no. 11

Fred Faust
Nelly Faust
signature

Lot no. 15

Al Budd
Barbara A. Hayes-Budd
signature

Lot no. 182

Jonie L. Patton
signature

Lot no. 17

Mil G
signature

Lot no. 3

Sam G
signature

Lot no. 13

Garragh
signature

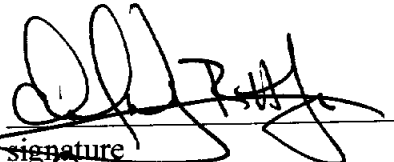
Lot no. 14

Carl C
signature

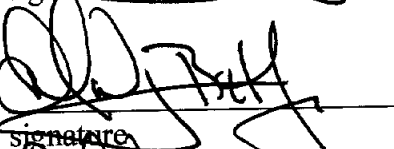
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Torian K. Rose
signature

Lot no. 5


signature

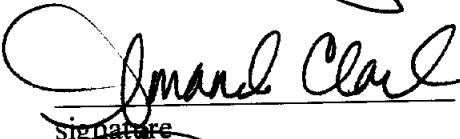
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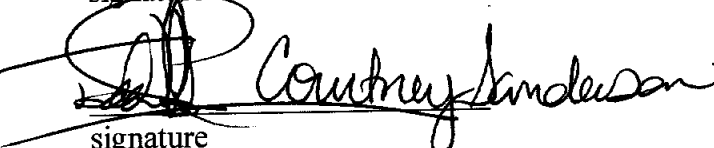
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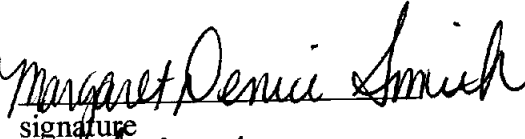
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signature

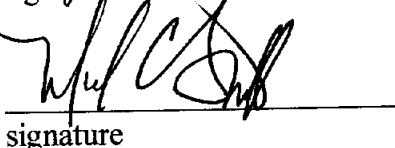
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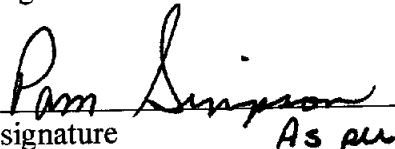
Lot no. 16,


signature

Lot no. 18


signature

Lot no. 18


signature As per Mark Lloyd

Lot no. 6

signature

Lot no.

signature

Lot no.

signature

Lot no.

signature

Lot no.

ACKNOWLEDGMENT

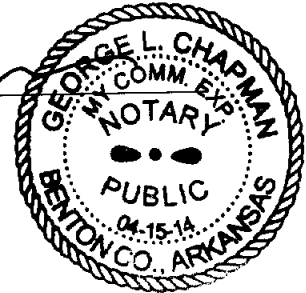
STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared the above named property owners, to me well known or satisfactorily proven to be the parties in the foregoing instrument and stated that they had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 8th day of October, 2004.

My Commission Expires: 4-15-14

George J. Chapman
NOTARY PUBLIC



State of Arkansas
County of Benton

On this day 25 October, 2004 Personally
appeared Christine B. Chapman.



Patti Hutton Park
Notary Public


Benton County, AR
I certify this instrument was filed on
10-25-2004 11:31:17 AM
and recorded in Deed Book
2004 at pages 49397 - 49406
Brenda DeShields-Circuit Clerk

September 20, 2004

In re: Water Lou Estates POA

This is to certify that Ms. Pam Simpson has permission to join the Water Lou Estates POA on behalf of my wife Kruawan and myself, owners of the residence at 10201 Windy Trail.

Sincerely



Mark C. Lloyd
US Embassy
Box 8
APO AP 96546

2004 49406
Recorded in the Above
Deed Book & Page
10-25-2004 11:31:17 AM
Brenda DeShields-Circuit Clerk
Benton County, AR

Benton County, AR
I certify this instrument was filed on
10-25-2004 11:31:17 AM
and recorded in Deed Book
2004 at pages 49397 - 49406
Brenda DeShields-Circuit Clerk

BY-LAWS
OF
WATER-LOU ESTATES PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I
DIRECTORS

1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors.
2. Election, Number, Tenure and Qualifications. The number of directors shall be determined by the number of officers elected and those officers elected shall also serve as the Board of Directors. Each Director shall hold office for the term of one year or until his or her successor shall have been elected and qualified. The POA President shall serve as the Chairman of the board. There will be no compensation for Directors.
3. Vacancies. If a vacancy occurs in the Board of Directors by reason of death or resignation, the vacancies shall be filled by the affirmative vote of a majority of the remaining members of the association. Any vacancy caused by removal of a director shall be filled at a member's meeting at which the vacancy is created or at a subsequent meeting.
4. Resignations. A Director may resign at any time by filing his written resignation with the Board. An Officer resignation shall constitute a Director resignation.
5. Removal. A Director may be removed at any time by a special member's meeting called expressly for that purpose. An Officer removal shall constitute a Director removal.
8. Informal Action. Action taken by a majority of the Directors without a meeting in respect to any corporate matter shall be valid if, before or after such action, all Board members sign and file with the Secretary for inclusion in the Corporate Minute Book a memorandum showing (a) the nature of the action taken, (b) the consent of each Board member, and (c) the names of Directors approving and Directors opposing such action.
9. Proxies. Directors may not vote by proxy.

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Total Fees: \$ 14.00

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ARTICLE II
OFFICERS

1. Election of Officers. Officers of the Corporation shall be elected by the members of the POA who are in good standing with respect to dues. Officers elected shall serve as the board of directors with the president serving as chairman.
2. Number. The offices of the Corporation shall be a President, a Secretary, a Treasurer, and such other officers as may be elected in accordance with these bylaws.
3. Term. Officers of the corporation shall serve for a term of one year or until their successor is duly elected and qualified. The term shall run with the calendar year. There will be no compensation for officers of the corporation.
4. Vacancies. When a vacancy occurs in one of the executive offices by death, resignation or otherwise, the vacancies shall be filled by the affirmative vote of a majority of the remaining members of the association. The officer so selected shall hold offices until his successor is chose and qualified.
5. Resignations. An Officer may resign at any time by filing his written resignation with the Board. A Director resignation shall constitute an Officer resignation.

6. Removal. An Officer may be removed at any time by a special member's meeting called expressly for that purpose. A Director removal shall constitute an Officer removal.
7. Execution of Written Instruments. The association members authorize any one (1) or more officers to execute contracts in the ordinary course of business on behalf of the Corporation, and such authority may be general or confined to specific instances.
8. Checks and Notes. Checks, notes, drafts and demands for money shall be signed by the Treasurer and at least one other officer, or members who may from time to time be designated by the Board of Directors for such purpose.

ARTICLE III INDEMNITY

1. Directors and Officers Indemnification. Each Director, Officer or Member of the corporation acting within his or her authority on behalf of the corporation shall be indemnified and held harmless to the fullest extent legally permissible against all expenses, liabilities, and losses (included attorney's fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection the exercise of such authority.

ARTICLE IV DISTRIBUTION OF REVENUES

1. This corporation is a non-profit corporation and is to be operated as such in accordance with the Arkansas Non-Profit Corporations Act. Reasonable compensation may be paid to members, directors or officers for such services rendered. Further, the corporation may reimburse its members, directors, officers, or employees for expenses incurred in attending to their authorized duties, said expenses to be evidenced by receipt or other proper documentation.

2. All receipts of monies and expenditures shall be properly recorded according to accepted accounting principals.

ARTICLE V MEMBERSHIP

1. Dues. Yearly dues levied for all members will be \$100, payable during January of each year. Subsequent yearly dues adjustments or other special assessment may be enacted after a majority approval of the Board of Directors and by a vote of members during scheduled meetings. Proper records will be kept clearly indicating the amount of fees collected and serially numbered certificates of receipt shall be issued to all members. The Members shall hold a Members Meeting not less often than twice a year. Special meetings of the Membership may be called by the President or at the request of three (3) Members.

2. Quorum. A quorum of any member meeting shall consist of a majority of all lot owners in the subdivision. A majority of such quorum shall decide any question that may come before the meeting, including changes to these by-laws.

ARTICLE VI CORPORATE RECORDS

1. Minutes. A proper record of the proceeding of any meeting of the corporation, members, Board of Directors or committees shall be kept and retained in the corporate records.

2. Membership Rolls. A correct and complete record of the names and addresses of the members entitled to vote shall be maintained in the corporate records.

3. Inspection. All books and records of the corporation may be inspected by any member for any proper purpose at any reasonable time.

2005 4096
Recorded in the Above
Deed Book & Page
01-26-2005 04:20:16 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

CERTIFICATE OF ADOPTION

The foregoing Bylaws of the Corporation have been duly adopted this 6th day of January, 2005 by action of the Board of Directors of the Corporation pursuant to the laws of this State.
IN TESTIMONY THEREOF, witness the hand of the undersigned as Secretary of the Corporation on such date.

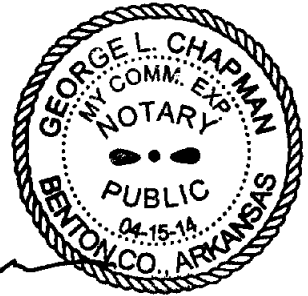
SECRETARY
APPROVED:
CHAIRMAN

Amy Blay
Brent Miller

MEMBERS

Covenants Reference
Book 2004
page 49397

George L. Chapman
NOTARY PUBLIC
1-6-2005



Benton County, AR
I certify this instrument was filed on
01-26-2005 04:20:16 PM
and recorded in Deed Book
2005 at pages 4094 - 4096
Brenda DeShields-Circuit Clerk