

PROTECTIVE COVENANTS AND RESTRICTIONS FOR WOODRIDGE II AREA

The undersigned, Woodridge Land Co., Inc., being the sole owner of the following described real estate in Benton County, Arkansas  
**LEGAL DESCRIPTION:**

A PART OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 28 WEST, IN BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE SOUTHWEST CORNER OF THE SE 1/4 OF SAID DESCRIBED SECTION 28; THENCE NORTH 01°59'31" EAST 1308.15 FEET; THENCE SOUTH 87°33'07" EAST 1322.68 FEET; THENCE SOUTH 88°08'59" EAST 471.62 FEET TO A POINT WHICH IS LOCATED 944.27 FEET NORTH 88°08'58" WEST OF THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID DESCRIBED SECTION 28; THENCE SOUTH 52°00'03" EAST 344.93 FEET; THENCE SOUTH 47°50'43" EAST 69.82 FEET; THENCE SOUTH 38°33'09" EAST 70.54 FEET; THENCE SOUTH 24°03'12" EAST 89.85 FEET; THENCE SOUTH 12°52'59" EAST 121.24 FEET; THENCE SOUTH 09°52'54" EAST 80.78 FEET; THENCE SOUTH 18°04'59" WEST 65.85 FEET TO A POINT ON THE BEAVER RESERVOIR TAKING LINE; THENCE SOUTH 28°48'21" WEST 257.58 FEET ALONG TAKE LINE; THENCE SOUTH 28°33'30" WEST 107.37 FEET ALONG TAKE LINE; THENCE SOUTH 47°42'28" WEST 65.32 FEET ALONG TAKE LINE; THENCE SOUTH 47°42'23" WEST 168.20 FEET ALONG TAKE LINE; THENCE NORTH 44°15'53" WEST 172.14 FEET ALONG TAKE LINE; THENCE NORTH 44°14'32" WEST 132.44 FEET ALONG TAKE LINE; THENCE NORTH 44°16'41" WEST 172.79 FEET ALONG TAKE LINE; THENCE NORTH 87°42'09" WEST 92.39 FEET ALONG TAKE LINE; THENCE NORTH 87°37'25" WEST 108.36 FEET ALONG TAKE LINE; THENCE NORTH 87°30'40" WEST 68.97 FEET ALONG TAKE LINE; THENCE NORTH 87°38'42" WEST 98.00 FEET ALONG TAKE LINE; THENCE NORTH 87°46'34" WEST 141.56 FEET ALONG TAKE LINE; THENCE NORTH 32°39'38" WEST 271.70 FEET ALONG TAKE LINE; THENCE NORTH 32°38'56" WEST 337.63 FEET ALONG TAKE LINE; THENCE NORTH 43°35'19" WEST 164.43 FEET ALONG TAKE LINE; THENCE NORTH 43°29'09" WEST 76.45 FEET ALONG TAKE LINE; THENCE SOUTH 01°10'50" WEST 152.03 FEET ALONG TAKE LINE; THENCE SOUTH 01°14'36" WEST 171.83 FEET ALONG TAKE LINE; THENCE SOUTH 47°25'33" WEST 71.52 FEET ALONG TAKE LINE; THENCE SOUTH 47°22'02" WEST 163.53 FEET ALONG TAKE LINE; THENCE SOUTH 43°43'11" EAST 246.06 FEET ALONG TAKE LINE; THENCE SOUTH 43°45'54" EAST 127.23 FEET ALONG TAKE LINE; THENCE SOUTH 43°40'08" EAST 107.25 FEET ALONG TAKE LINE; THENCE SOUTH 01°48'07" WEST 177.06 FEET ALONG TAKE LINE; THENCE SOUTH 44°00'17" EAST 239.46 FEET ALONG TAKE LINE; THENCE NORTH 88°13'37" WEST 891.45 FEET TO THE POINT OF BEGINNING, SUBJECT TO THE RIGHT-OF-WAY OF AN EXISTING COUNTY ROAD AND AN ELECTRICAL POWERLINE EASEMENT

FILED FOR RECORD  
 At 12 O'clock P M

JUN 03 1994

AND HEREIN REFERRED TO AS WOODRIDGE II

do hereby establish and create the following protective covenants and restrictions which shall be binding upon all owners of the above real estate, or an portion thereof, for a period of 25 years from the date hereof unless modified by the written consent of a majority of the then record owners of each lot of the above described real estate. At the expiration of said 25 year period these covenants and restrictions shall be automatically renewed for successive 10 year periods unless a majority or the then record owners of the above described real estate shall consent in writing to discontinue or modify these covenants and restrictions. Any modifications of these covenants and restrictions shall be effective when a written instrument containing the modifications signed by the required number of owners shall be recorded with the Recorder for Benton County, If a parcel is owned by multiple owners, they shall decide among themselves how the vote for that parcel shall be voted, but fractional votes shall not be permitted.

SUE HODGES  
 Clerk and Recorder  
 BENTON COUNTY, ARK.

The covenants and restrictions which shall be in force from this day forward are as follows:

9/101

A+S

- 1)...No parcel of land within the above described tract shall be divided.
  - 2)...No commercial or business activity shall be conducted on the above described property.
  - 3)...No structure of a temporary character, trailer, mobile home, recreational vehicle, basement, tent, shack, barn, garage, or other outbuilding shall be used on any parcel at any time as a residence, either temporarily or permanently; except that non-owner self contained recreational vehicles of visitors may be occupied by those visitors for up to two months in a calendar year. The owner of a parcel of the above described land may occupy a self-contained recreational vehicle while the land is being cleared and a home is being built, but not to exceed a total of one year.
  - 4)...All water and septic systems must be approved by the State Health Department or such other state or county agency as is given jurisdiction of such matters.
  - 5)...No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
  - 6)...No hunting, trapping or other taking of wildlife, or discharging firearms shall be permitted on the above described real estate or any parcel thereof.
  - 7)...No junk or dismantled vehicles, trash, odor, noise or other activity or condition may be maintained on any parcel which creates a nuisance offensive to owners of other parcels, trash, garbage, or other waste shall be kept in a clean and sanitary condition and disposition of same shall be promptly made.
  - 8)...The exterior of any residence which shall be erected upon any parcel shall be completely finished within one year from the date of start of construction. In the event of noncompliance the seller of the parcel shall have the right to declare the sale void and reclaim the property. If the seller does not exercise this right within six months, the owner(s) of two parcels of property within the above described tract of property may file suit to declare the sale void and in which case the property will revert to the original owner. Extenuating circumstances will be considered on an individual basis.
  - 9)...Only one single family home or residence shall be erected or placed on any parcel of the above described real estate, no mfg or modular home shall be allowed on any lot.
- con't next page,

9) con't...Each such dwelling shall have a minimum of 1200 square feet of heated living space if a one story structure and a minimum of 1800 square feet of heated living space if multiple floor structure, provided that the main floor has at least 1000 square feet of heated living space, except, after the main house is completed, one guest house of at least 900 square feet of heated living space will be allowed and shall be of compatible design and color as the main house.

10)...All structures must be finished in natural wood or earthtone colors, and generally compatible with the surroundings.

11)...All land clearing operations shall be conducted in manner which will effectively preserve the natural environmental features relative to trees and landscape surfaces, no clear cutting of any lot will be allowed.

12)...No building shall be located or constructed on any lot, nearer than 50 feet to any side lot line.

13)...A homeowners association may be formed at anytime in the future if it is the wishes of a majority of the lot owners in Woodridge II to do so.

14)...Parking on roadways is prohibited.

15)...The cost of maintaining roadways and the easement shall be borne by the affected property owners.

16)...Community Dock. All property owners of Woodridge II Area shall have access to the community dock area or areas in the designated areas of Woodridge II, next to tract one, four, and seven.

17)...The original or first dock to be constructed shall be reimbursed for the fixed cost of the initial dock by additional slips so the original cost are borne equally by each additional slip to the community dock. The cost of repairs and maintenance to the community dock shall be shared equally by the dock owners, except if an individual or party causes damage to the dock, they shall be responsible to repair such damage.

18)...Each property owner is entitled to only the number of stalls necessary to accommodate his boats and no person other than that owner shall be permitted to moor a boat at his dock. All community docks are private property and are for the use of the property owners and their guests only. The sale or transfer of ownership of space within the community docks is limited to Woodridge II property owners and must be approved by the Resident Engineer prior to the sale. THE CONDITIONS FOR PERMIT FOR LAKESHORE USE AS ISSUED BY THE CORPS OF ENGINEERS SHALL RULE.

19)...Access to Community Docks is permitted only by the designated roadways. Access to Community docks is granted to Dock Owners and their guests.

20)...The Woodridge II Property dock owners are authorized to establish and enforce rules and regulations for access, construction, operation and maintenance of the community Docks.

The above covenants and restrictions shall run with the land and shall be binding upon all parties acquiring any interest in the above described real estate or any portion thereof. They may be enforced by any owner of record of any parcel or portion of the above described real estate by proceeding at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions either to restrain one or more of the above covenants and restrictions by judgement or court order shall not affect any of the other covenants and restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is hereby executed this

1 day of JUNE, 1994.

[Signature]  
[Signature]

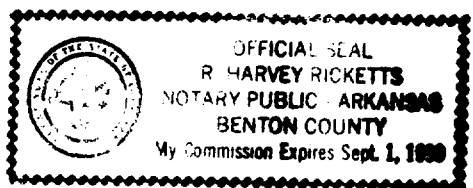
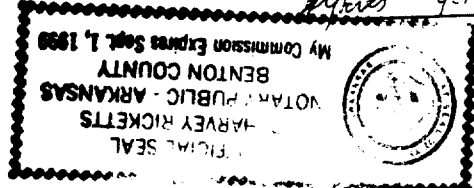
STATE OF Arkansas, Benton COUNTY, ss:

On this 1<sup>st</sup> day of June, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Cordell W. Schmidt and Carl J. Schmidt, to me personally known, who, being duly sworn, did say that they are the President and Secretary respectively, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said President and Secretary as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and be them voluntarily executed.

R. Harvey Ricketts  
9-1-94, Notary Public

Return to:

ADVANCE TITLE SERVICES, INC.  
P.O. Box 1397  
Bentonville, Arkansas 72712  
501-273-5200



2004 50577  
Recorded in the Above  
Deed Book & Page  
10-29-2004 10:25:59 AM  
Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2004/50577  
Term/Cashier: CIRCLK04 / TBarber  
Tran: 2341.74020.197012  
Recorded: 10-29-2004 10:26:38  
DFE Deed  
REC Recording Fee  
Total Fees: \$ 23.00

23.00  
0.00

**AMENDMENT TO THE  
PROTECTIVE COVENANTS OF  
WOODRIDGE II AREA  
BENTON COUNTY, ARKANSAS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Woodridge Land Company, Inc., did execute and record that certain Protective Covenants for Woodridge II, Benton County, Arkansas, dated June 1, 1994, and recorded June 2, 1994, as Instrument No. 94-039137 of the Benton County real estate records; and

WHEREAS, the undersigned, as owners of a majority of the lots within Woodridge II Area, Benton County, Arkansas, do hereby amend said Protective Covenants and declare as follows:

1. The Paragraphs 16, 17, 18, 19, and 20 of the Restrictive Covenants as set forth in the above described instrument as above dated and recorded shall, from and after the date of the recording of this instrument, also apply in their entirety to that property known and described as follows:

A parcel of land being a part of the NW¼ of the SE¼ of Section 28, Township 20 North of Range 28 West, being more particularly described as follows:

Beginning at the SW Corner of the NW¼ of the SE¼ of said Section; thence East 570 feet; thence North 00° 01' 12" West 1089.06 feet; thence North 65° 57' 10" West 21.25 feet; thence South 33° 07' 20" West 103.91 feet; thence South 52° 57' 40" West 89.00 feet; thence South 67° 51' 00" West; 230.72 feet; thence South 273.50; thence West 208.70 feet; thence South 596.50 feet to the Point of Beginning

2. Except as herein modified by the addition of the above lands to the scope of said paragraphs 16, 17, 18, 19, and 20 of the Protective Covenants, the original Protective Covenants for Woodridge II Area shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as owners, have hereunto set their hands and seals.

Separate signature lines and acknowledgments follow below and on the attached sheets.

**REMAINDER OF THIS PAGE BLANK**

2004 50578  
Recorded in the Above  
Deed Book & Page  
10-29-2004 10:25:59 AM

Michael J. Grace  
Michael J. Grace

Rebecca A. Grace  
Rebecca A. Grace

owner of tract 7, Woodridge II Area

ACKNOWLEDGMENT

STATE OF Arkansas  
COUNTY OF Benton )<sup>ss</sup>

ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared MICHAEL J. GRACE and REBECCA A. GRACE to me well known or satisfactorily proven to be the party 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 25<sup>th</sup> day of October, 2004.

Loreta Vaughn  
NOTARY PUBLIC

My Commission Expires: 10-15-06

LORETA VAUGHN  
NOTARY PUBLIC-STATE OF ARKANSAS  
BENTON COUNTY

*John P. Reaves*  
John P. Reaves  
owners of tract 3, Woodridge II Area

*JoAnn Reaves*  
JoAnn Reaves

ACKNOWLEDGMENT

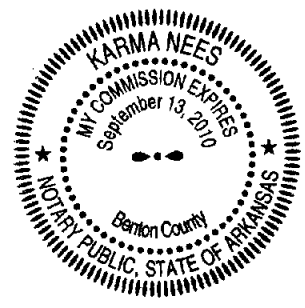
STATE OF Arkansas )  
  )ss  
COUNTY OF Benton )

ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared JOHN P. REAVES and JoANN REAVES, to me well known or satisfactorily proven to be the party 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 7 day of October, 2004.

*Karma Nees*  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



Suzette L. Cauble  
Suzette L. Cauble

2004 50580  
Recorded in the Above  
Deed Book & Page  
10-29-2004 10:25:59 AM

owner of tracts 5 & 6, Woodridge II Area

ACKNOWLEDGMENT

STATE OF Arkansas)  
COUNTY OF Benton )ss

ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared SUZETTE L. CAUBLE, to me well known or satisfactorily proven to be the party 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 3 day of October, 2004.

Karma Nees  
NOTARY PUBLIC

My Commission Expires:





Gordon W. Crull  
Gordon W. Crull

Autumn Aadson Crull  
Autumn Aadson Crull

owner of tract 1, Woodridge II Area

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 GORDON W. CRULL and AUTUMN AADSON CRULL, to me well known or satisfactorily proven to be the party in the foregoing instrument and stated that they had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

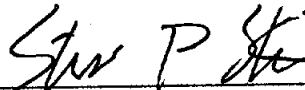
IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 2 day of October, 2004.

Karma Nees  
NOTARY PUBLIC

My Commission Expires:



2004 50582  
Recorded in the Above  
Deed Book & Page  
10-29-2004 10:25:59 AM  
Brenda DeShields-Circuit Clerk  
Benton County, AR

  
\_\_\_\_\_  
Stephen P. Stein

  
\_\_\_\_\_  
Pamela J. Stein

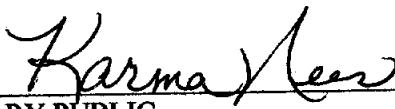
owner of tract 4, Woodridge II Area

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 STEPHEN P. STEIN and PAMLEA J. STEIN, to me well known or satisfactorily proven to be the party 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 5 day of October, 2004.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



Benton County, AR  
I certify this instrument was filed on  
10-29-2004 10:25:59 AM  
and recorded in Deed Book  
2004 at pages 50577 - 50582  
Brenda DeShields-Circuit Clerk