

2.50

PROTECTIVE COVENANTS
for
SCHILLINGS SECOND ADDITION

474 PAGE 57

Location: Located in part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3,
Township 19 North, Range 29 West in Benton Co., Ark.

The undersigned Darrow Garner, Inc., owner and developer, and William Richard Lobell and Ann C. Lobell, owners of Schillings Second Addition, do hereby authorize, establish and create the following Protective Covenants which shall apply to all lots, blocks, parcels and parts of lots as shown on the recorded plat of the above subdivision.

I.
COVENANTS

FILED FOR RECORD
APR 19 1937
JOSEPH J. R.

- 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 one detached single-family dwelling not to exceed two and 1/2 stories in height and one storage building not larger than 10' x 12' in area, and one detached garage building if garage is not attached to house; EXCEPT multiple family dwellings shall be permitted only on Lots 6 and 7 of this addition.
- B. Dwelling Size: No single-family dwelling shall be permitted on any lot having less than 1600 square feet of enclosed living area for a one story dwelling, nor less than 1600 square feet on the main floor for a dwelling of more than one story, exclusive of porches and garages, EXCEPT multiple family dwellings on lots 6 and 7 shall have not less than 1200 square feet of enclosed living area per unit.
- C. Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any are shown thereon. No building shall be located nearer than 10 feet to an interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- D. Lot area and width: No dwelling shall be erected or placed on any less area than the equivalent of the smallest lot in this addition as shown on the recorded plat.
- E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if any are shown thereon, and over the front 5 feet of each lot.
- F. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No horses, cows, chickens or other farm animals may be kept on the premises, and no breeding of pets for sale may be carried on within this addition. No pets shall be allowed to run loose in the neighborhood. No signs of any nature may be placed on the premises once the dwelling has been completed and occupied. Only umbrella type clotheslines shall be allowed. No travel trailer, camper, travel bus, truck larger than 1/2 ton pickups, boat, boat trailer may be kept on the premises unless screened from sight. No inoperative car or truck may be kept on any lot for more than 2 days unless enclosed or screened from sight. No mechanical work on car, truck or motorcycles shall be allowed in view from street.
- G. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer shall be kept on any lot except for use as a construction office during the construction of a residence.

DLK

H. Sight distance at intersections: 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 be 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 property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees 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.

II.

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 25 years, from the date these covenants are recorded, after which time said covenants will be automatically extended for successive periods of 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 any part.
- B. Enforcement: Enforcement shall be by proceedings at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damage.
- C. Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESSETH, the hands and seals of Darrow Garner, president and Mary Ruth Garner, Secretary of Darrow Garner, Inc. owner and developer, and William Richard Lobell and Ann C. Lobell, owners, this 22 day of March 1974.

DARROW GARNER, INC. (Owner & Developer)

By Darrow Garner Pres.

Mary Ruth Garner Secy.

William R. Lobell

William Richard Lobell
Owner

Ann C. Lobell

Ann C. Lobell, owner

STATE OF ARKANSAS

SS

COUNTY OF BENTON

On the 22 day of March 1974, before me a Notary Public, duly commissioned, qualified and acting within and for the county and state aforesaid, appeared Darrow Garner, president and Mary Ruth Garner, secretary of Darrow Garner, Inc., and William Richard Lobell and Ann C. Lobell, to me personally well known, and stated that they being authorized to do so, had executed the foregoing instrument and that they had so signed, and delivered the same for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22 day of March 1974.

Esther A. Stewart

Notary Public

My commission expires March 5, 1977

AMENDMENT TO PROTECTIVE COVENANTS
OF
SCHILLINGS SECOND ADDITION

Come now the following parties:

William R. Lobell
Ann C. Lobell
Jane Ann Lobell
William R. Lobell, Jr.
Marvin T. Schmidt
Bernice Schmidt
Darrow Garner, Inc.
Richard A. Anderson
Virginia T. Anderson
Howard Wilkinson
Elizabeth Wilkinson

FILED FOR RECORD
At 9:00 o'clock A.M.

MAY 13 1982

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

The above parties state that they are the only persons or entities with any recognizable interest or ownership in the lots and parcels of real property in Schillings Second Addition near Beaver Lake, in Benton County, Arkansas, as appearing in the records of the Clerk and Recorder of Benton County, Arkansas.

The above named parties do hereby make the following amendment to the Protective Covenants for Schillings Second Addition as filed with the Clerk and Recorder of Benton County, Arkansas, at Deed Record 474, Pages 57 and 58.

A. Paragraph A, entitled "Land use and building type," of Section I, entitled "Covenants," of the Protective Covenants of Schillings Second Addition as recorded at Deed Record 474, Page 57 and 58, with the Clerk and Recorder of Benton County, Arkansas, shall hereby be amended to read as follows:

Land use and building type: No lot shall be used except for residential purposes. Except as described in Paragraph C, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and 1/2 stories in height and one storage building not larger than 10' x 12' in area, and one detached garage building if garage is not attached to house.

B. Paragraph C, entitled "Building Location," of Section I, entitled "Covenants," of the Protective Covenants of Schillings Second

Creston and Boyer

Addition as recorded at Deed Record 474, Pages 57 and 58, with the Clerk and Recorder of Benton County, Arkansas, shall hereby be amended to read as follows:

Building Location: No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any are shown thereon. No building shall be located nearer than 10 feet to an interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. EXCEPT with respect to Lots 6 and 7, the following uses shall be allowed and permitted:

(1) One duplex shall be allowed to be constructed on each lot, observing the 10-foot interior lot line setback, or

(2) One single-family residence shall be allowed to be constructed on each lot, observing the 10-foot interior lot line setback.

If and only if ownership in Lots 6 and 7 is indefeasibly vested in the same owner or owners, then the following uses shall be allowed and permitted:

(3) One single-family dwelling shall be allowed to be constructed on Lots 6 and 7 taken as a whole without regard to the 10-foot interior lot line setback, or

(4) One duplex may be allowed to be constructed on Lots 6 and 7 taken as a whole without regard to the 10-foot interior lot line setback.

C. In all other respects, the Protective Covenants of Schillings Second Addition as recorded by the Clerk and Recorder of Benton County, Arkansas, at Deed Record Book 474, Pages 57 and 58, shall remain in full force and effect.

D. It is agreed by all parties hereto that the Amendment hereinabove stated shall be binding upon all parties hereto, their heirs and assigns forever, or as they may in the future legally amend them as is legally allowable.

E. It is agreed by all parties hereto that the Amendment to the Protective Covenants for Schillings Second Addition as filed for record by the Clerk and Recorder of Benton County, Arkansas, at Deed Record Book, 581, Page 413, of the records of Benton County, Arkansas, are null and void, and have no force or effect.

XX

IT IS AGREED.

William R. Lobell
WILLIAM R. LOBELL

William R. Lobell Jr
WILLIAM R. LOBELL, JR.

Ann C. Lobell
ANN C. LOBELL

Jane Ann Lobell
JANE ANN LOBELL

Marvin T. Schmidt
MARVIN T. SCHMIDT

Richard A. Anderson
RICHARD A. ANDERSON

Bernice Schmidt
BERNICE SCHMIDT

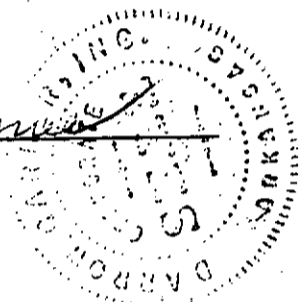
Virginia T. Anderson
VIRGINIA T. ANDERSON

Howard Wilkinson
HOWARD WILKINSON

DARROW GARNER, INC.

Elizabeth Wilkinson
ELIZABETH WILKINSON

BY Darrow Garner



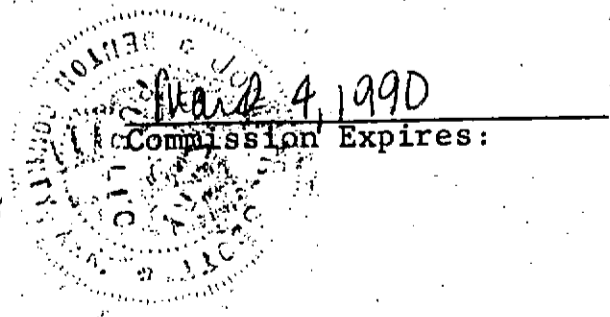
ACKNOWLEDGMENTS

STATE OF ARKANSAS)
) ss
COUNTY OF BENTON)

On this day personally appeared before me, the undersigned Notary Public, WILLIAM R. LOBELL and ANN C. LOBELL, husband and wife, whose names appear in the above Amendment to Protective Covenants, and stated to me that they had signed the same for the purposes and considerations therein set forth.

DATED this 29th day of April, 1982.

John R. Jick
NOTARY PUBLIC

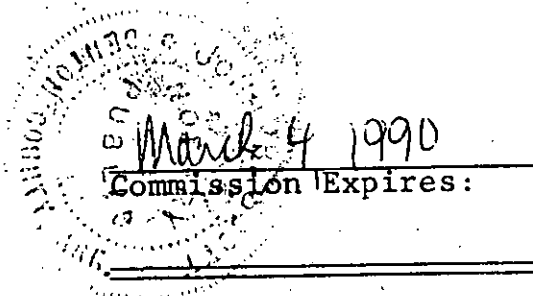


STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

On this day personally appeared before me, the undersigned Notary Public, WILLIAM R. LOBELL, JR., and JANE ANN LOBELL, whose names appear in the above Amendment to Protective Covenants, and stated to me that they had signed the same for the purposes and considerations therein set forth.

DATED this 29th day of April, 1982.

John R. Juch
NOTARY PUBLIC

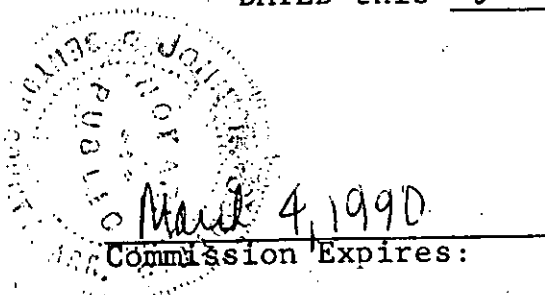


STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

On this day personally appeared before me, the undersigned Notary Public, MARVIN T. SCHMIDT and BERNICE SCHMIDT, whose names appear in the above Amendment to Protective Covenants, and stated to me that they had signed the same for the purposes and considerations therein set forth.

DATED this 29th day of April, 1982.

John R. Juch
NOTARY PUBLIC

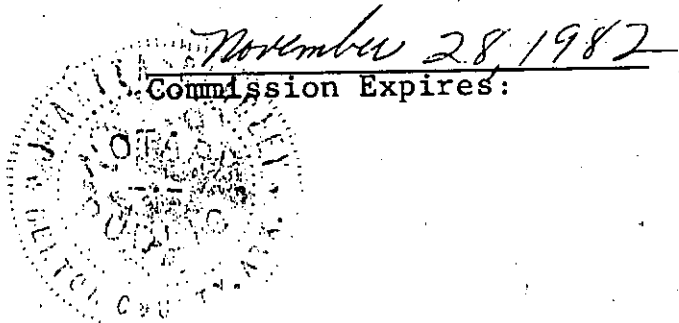


STATE OF Arkansas)
)ss
COUNTY OF Benton)

On this day personally appeared before me, the undersigned Notary Public, RICHARD A. ANDERSON and VIRGINIA T. ANDERSON, husband and wife, whose names appear in the above Amendment to Protective Covenants, and stated to me that they had signed the same for the purposes and considerations therein set forth.

DATED this 11th day of May, 1982.

Quanta Dudley
NOTARY PUBLIC



STATE OF ARKANSAS)
COUNTY OF Benton)^{ss}

On this day personally appeared before me, the undersigned Notary Public, HOWARD WILKINSON and ELIZABETH WILKINSON, husband and wife, whose names appear in the above Amendment to Protective Covenants, and stated to me that they had signed the same for the purposes and considerations therein set forth.

DATED this 11th day of May, 1982.

Juanita Bradley
NOTARY PUBLIC



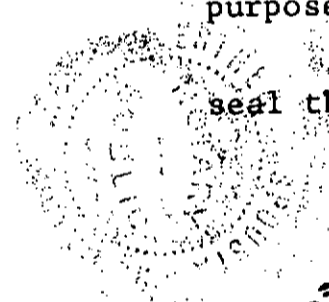
Commission Expires:

STATE OF)
COUNTY OF)^{ss}

On this day before me, the undersigned Notary Public, personally appeared with within named Darrow Garner to me personally known, who stated to me that he is the President of DARROW GARNER, INC., a corporation, and was duly authorized in his capacity to execute the foregoing Amendment to Protective Covenants for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 11 day of May, 1982.

Esther A. Givens
NOTARY PUBLIC



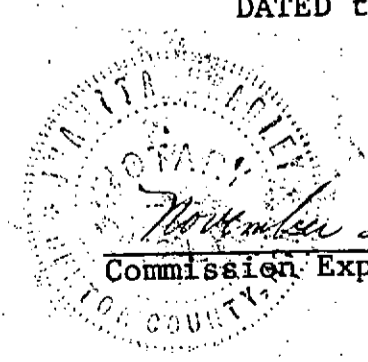
Commission Expires:

STATE OF ARKANSAS)
COUNTY OF Benton)^{ss}

On this day personally appeared before me, the undersigned Notary Public, whose names appear in the above Amendment to Protective Covenants, and stated to me that they had signed the same for the purposes and considerations therein set forth.

DATED this 11th day of May, 1982.

Juanita Bradley
NOTARY PUBLIC



Commission Expires:

Recording Number: _____

ADDENDUM TO PROTECTIVE COVENANTS FOR:**Schillings Second Addition**

We the undersigned, being a majority of the owners of lots in Schillings Second Addition do hereby authorize the following amendment to paragraph F & G of the Protective Covenants and the following amendments to paragraphs A, B and C of the General Provisions covering this addition as recorded at Book 474, Page 57 and 58 on April 19, 1974 and Amendment Book 585 pages 550 thru. 554 Dated May 13, 1982 in the Circuit Clerk's Office, Benton County, Arkansas.

NUISANCES:

- Activities shall not be carried upon any property, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
- o Trash, limbs, leaves, tall grass or weeds in the maintained area shall not be allowed to accumulate as to become an eyesore to the area.
- o Burning of garbage is prohibited. Burning of yard waste shall be permitted (within county ordinance guidelines) with advance notice to the Beaver Lake Fire Department.
- o Real Estate signs, for sale by owner signs, garage sale signs, and open house signs shall be permitted provided they are placed at least five (5) feet within the property boundaries. All other signs are prohibited.
- o Commercial activities (except for home offices that cause no activity or appearance change in the neighborhood) are prohibited from being carried on within this subdivision.
- o One (1) garage sale per residence, per year, shall be permitted, provided the sale does not exceed two (2) consecutive days in a year.
- o Trailers of any type, recreational vehicle, camper, bus, boat, pickup shell, or any inoperative vehicle shall not be kept on any lot for more than five (5) days unless it is enclosed from view from any street or neighbor.
- o No mechanical work may be done on vehicles on the property, or in view of street if work requires dismantling of parts from vehicle causing vehicle to be inoperative in excess of five (5) days.
- o Semi-trailer trucks, vehicles over one (1) ton (capacity) and vehicles of a obvious commercial type shall be prohibited from parking in the street, driveway or yard of any property for longer than four (4) hours unless performing repairs or services to a residence.
- o Resident vehicles shall be parked on driveway, or in carport, or garage
- o Pets shall be leashed or contained at all times. Pets creating a nuisance shall not be allowed. No horses, cows, chickens or other farm animals may be kept on the premises, and no breeding of pets for sale may be carried on within this addition.

This space for use by County Recorder's Office only.

FILED FOR RECORD
At 10:57 O'Clock A M

<p>E. J. Miller 15378 Dutchmans Dr. Rogers, AR 72756-7870</p>
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MAY 10 1999

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

Recording Number: _____

OUTBUILDINGS:

Buildings unattached to a main residence and separated from the main residence shall be deemed an outbuilding. Temporary or permanent outbuildings shall not be constructed or erected on any lot unless they are compatible with the main residence. Outbuildings existing on any lot not conforming to this covenant on the date this addendum is recorded shall be removed at such time the property is either sold, conveyed or transferred to another party.

NON-OCCUPIED RESIDENCE OR LOT:

A residential property vacated for four (4) months or longer for which the exterior or the residence or grounds are not being maintained shall be deemed a non-occupied residence. A non-occupied residence shall be ordered to be maintained by a majority vote of the duly constituted Prairie Creek Association Board of Directors existence at such time and the costs of the maintenance shall be billed to the property owner of not otherwise borne by the property owner.

PROPANE TANKS:

Must comply with State of Arkansas LPG regulations and should concur with Beaver Lake Fire Department recommendations.

SATELLITE DISHES:

Dishes over 24 inches in diameter must not be visible from street, and must have concurrence of adjacent property owners prior to installation.

FRONT YARD FENCES:

Wire or pipe fences of any kind including chain link, chicken wire, barbed wire, or any type of wood or man made material fence, including fences degrading to the neighborhood deemed by a majority of Prairie Creek Association Board of Directors shall not be permitted in the front yard of any home or vacant lot.

Definition: Under "Nuisances", paragraph 1, annoyance is defined as: To irritate, bother, or make somewhat angry as by repeated action, noise etc... Harm by repeated attacks, harassment, molest.

Definition: Under "Nuisances", paragraph 2, eyesore is defined as: A thing that is unpleasant to look at.

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Recording Number: _____

GENERAL PROVISIONS**TERMS:**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years, unless they are amended during this period, and shall be automatically extended for successive ten (10) year periods. Amendments will be made by a vote of the majority of landowners, one vote per lot for the legal owners.

ENFORCEMENT:

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition or subdivision and bind the present owners, their heirs, successors and assigns. All parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, with the owners, as to the covenants and agreements herein set forth and contained. None of the covenants and agreements 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 addition or subdivision. The developer, the Prairie Creek Association (A non-profit corporation), or any owner or owners of lots in this addition subdivision, shall have the right to enforce the provisions contained in these covenants or any of their addendum's 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.

The above amendments to covenant F & G and General Provisions A & B and C will in no way affect the other Covenants and General Provisions as covered in the Protective Covenants filed at book 474, page 57 and 58 on April 19, 1974 and Amendment Book 585 pages 550 thru. 554 Dated May 13, 1982 in the Circuit Clerk's Office, Benton County, Arkansas, covering the Schillings Second Addition

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Recording Number: _____

WITNESSETH OUR HANDS AND SEALS THIS 10 DAY OF MAY 1999.

Lot Number	Owner	Signature
<u>2</u>	<u>MARVIN T. SCHMIDT</u>	<u>Marvin T. Edmund</u>
<u>3</u>	<u>MARVIN T. SCHMIDT</u>	<u>Marvin T. Edmund</u>
	<u>8957 WILLIAMS RD</u>	
<u>1</u>	<u>WILLIAM R. LOBELL</u>	<u>William R. Lobell</u>
<u>1</u>	<u>ANN C. LOBELL</u>	<u>Ann C. Lobell</u>
	<u>8781 WILLIAMS RD</u>	
<u>4</u>	<u>DARROW GARNER, INC.</u>	<u>Ridley E. Bunt, PRES.</u>
<u>5</u>	<u>DARROW GARNER, INC.</u>	<u>Ridley E. Bunt, PRES.</u>

ACKNOWLEDGMENT

STATE OF ARKANSAS
 COUNTY OF BENTON

On this the 10 day of MAY 1999, before me, a Notary Public within the State and County aforesaid, duly commissioned and qualified acting, they personally appeared to me will known who stated upon oath that they had executed the above and foregoing instrument for the considerations set forth herein.

September 25, 2005
 My commission expires



E.J. Miller
 Notary Public