

2-75

PROTECTIVE COVENANTS
for
PUTMANS FOURTH ADDITION

AUG 10 1976
JOSEPHINE R. HEYLAND
Clark and Recorder
BENTON COUNTY, ARK.

Location: Located in part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, also part of the NWP of the NW $\frac{1}{4}$ of Section 11, all in Township 19 North, Range 29 West in Benton County, Arkansas

The undersigned Gene Harris and Hettie M. Harris, and Dorothy Ann Gibbons, being sole owners of Putmans Fourth Addition, and Darrow Garner, Inc., being the authorized Developer of said addition, do hereby establish and create the following Protective Covenants which shall apply to all lots, blocks, parcels and parts of lots and blocks as shown on the recorded plat of the above subdivision.

I.

COVENANTS

- A. Land use and building type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one single-family dwelling not to exceed two and 1/2 stories in height.
- B. Dwelling cost, quality and size: No dwelling shall be permitted on any lot at a cost of less than \$50,000.00 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 for the minimum permitted dwelling size. No dwelling shall be permitted on any lot having less than 2000 square feet of living area, nor less than 1800 square feet on the main floor for a dwelling of more than one story, the combined enclosed living area exclusive of porches and garages of either a one story or two story dwelling shall not be less than 2000 square feet.
- 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: In no case shall any lot be altered for the purpose of placing more than one house per lot.
- E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown, and over the front five 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 occupied. No travel trailer, camper, travel bus, boat, boat trailer, or inoperative car or truck shall be kept on any lot for more than two days unless it shall be enclosed or screened from sight. Only umbrella type clotheslines shall be allowed.

Darrow
Garner
Rt 3. Rogers

PROTECTIVE COVENANTS
PUTMANS FOURTH ADDITION

- 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 for more than 2 days except for use as a construction office during the construction of a residence.
- 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 a 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 Gene Harris and Hettie M. Harris, and Dorothy Ann Gibbons, owners, and Darrow Garner, President of Darrow Garner, Inc., developer this

DARROW GARNER, INC.

By Darrow Garner Pres.
Mary Ruth Garner Secy.
 (Developer)

Gene Harris
 Gene Harris
Hettie M. Harris
 Hettie M. Harris
Dorothy Ann Gibbons
 Dorothy Ann Gibbons
 (Owners)

STATE OF ARKANSAS) ss
COUNTY OF BENTON

On the 10 day of September 1975 before me a Notary Public duly commissioned, qualified and acting within and for the county and state aforesaid, appeared Gene Harris, Hettie M. Harris, Dorothy Ann Gibbons, and Darrow Garner, Pres. and Mary Ruth Garner, Secy. of Darrow Garner, Inc., stating that they had executed the foregoing instrument in their respective capacities for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10 day of September 1975.

Esther A. Spruitt
Notary Public

My commission expires March 5, 1977

FILED FOR RECORD
AT 2:30 O'clock P.M.

JUL 02 1992

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

AMENDED PROTECTIVE COVENANTS
for
PUTMAN'S FOURTH ADDITION

Location: Located in part of the SW 1/4 of the SW 1/4, and part of the SE 1/4 of the SW 1/4 of Section 2, also part of the NWP of the NW 1/4 of Section 11, all in Township 19 North, Range 29 West in Benton County, Arkansas

The undersigned, CRAIG M. MIKITA and LOIS U. MIKITA, husband and wife; WILLIS H. IRVIN and MARY B. IRVIN, TRUSTEES OF THE IRVIN FAMILY REVOCABLE TRUST Dated April 27, 1992; ROY V. LAWS, TRUSTEE OF THE LAWS FAMILY REVOCABLE TRUST u/t/a Dated February 7, 1989; WILFORD NYSTROM and HELEN NYSTROM, husband and wife; DARROW GARNER, INC.; and DOROTHY ANN GIBBONS, a single person; being the sole owners of all property located within Putmans Fourth Addition, and DARROW GARNER, INC., being the authorized Developer of the addition, do hereby establish and create the following Amended Protective Covenants which shall apply all lots, block, parcels and parts of lots and blocks as shown on the recorded plat of the above subdivision.

I.

AMENDMENTS

A. In the original Protective Covenants for Putman's Fourth Addition filed of record in the Benton County Circuit Court at Deed Record 502, Page 109 on August 10, 1976 the following appeared at paragraph D:

Lot area and width: in no case shall any lot be altered for the purpose of placing more than one house per lot.

That this covenant shall be amended to read as follows:

Lot area and width: in no case shall any lot be altered for the purpose of placing more than one house per lot except for lots No. 7 and No. 8 which shall be omitted from this prohibition.

B. All other previous covenants and general provisions contained in the Protective Covenants for Putmans Fourth Addition filed for record in the Benton County Deed Record 502 at Page 109 on August 10, 1976 shall have the same force and effect as originally indicated.

WITNESSETH the hands and seals of the following individuals as owners of all lots contained in the Putmans Fourth Addition as well as the signature of the developer:

DARROW GARNER, INC.

BY: Darrow Garner Pres.

Mary Beth Garner Secy.
(Developer and owner of
Lots No. 2, 7, and 8)

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 27 day of May, 1992.

Anna J. Turner
Notary Public

My Commission Expires:
4-25-96

Craig M. Mikita
CRAIG M. MIKITA

Lois U. Mikita
LOIS U. MIKITA
(Owners of Lot No. 1)

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 29 day of May, 1992.

Anna J. Turner
Notary Public

My Commission Expires:
4-25-96

Willis H. Irvin
WILLIS H. IRVIN, Trustee of THE
IRVIN FAMILY REVOCABLE TRUST Dated
April 27, 1992

Mary B. Irvin
MARY B. IRVIN, Trustee of THE
IRVIN FAMILY REVOCABLE TRUST Dated
April 27, 1992
(Owners of Lot No. 3)

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 27 day of May, 1992.

Anna J. Turner
Notary Public

My Commission Expires:

4-25-96

Roy V. Laws
ROY V. LAWS, Trustee of THE LAWS
FAMILY REVOCABLE TRUST u/t/a Dated
February 7, 1989
(Owner of Lot No. 4)

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 29 day of May, 1992.

Anna J. Turner
Notary Public

My Commission Expires:

4-25-96

Wilford Nystrom
WILFORD NYSTROM
Helen Nystrom
HELEN NYSTROM
(Owners of Lot No. 5)

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 29 day of May, 1992.

Anna J. Turner
Notary Public

My Commission Expires:

4-25-96

DARROW GARNER, INC.

BY: Darrow Garner Pres.

Mary Ruth Garner Secy.

Dorothy Ann Gibbons
DOROTHY ANN GIBBONS
(Owners of Lot No. 6)

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 29 day of May, 1992.

Lena J. Turner
Notary Public

My Commission Expires:
4-25-96

#13724

ADDENDUM TO PROTECTIVE COVENANTS FOR:

PUTMAN'S 4TH ADDITION

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We the undersigned, being a majority of the owners of lots in Putman's 4th Addition do hereby authorize the following amendment to paragraphs A, B, F and G of and the addition of paragraphs I, J, K, L and M to the Protective Covenants and the following amendments to paragraphs A and B of the General Provisions covering this addition as recorded at Book 502, Pages 109-110 on August 10, 1976 and the Amended Protective Covenants for Putman's Fourth Addition recorded at 92-40045 on July 2, 1992 in the Circuit Clerk's Office, Benton County, Arkansas.

- 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 one-half stories in height (a story will be considered no taller than 10 feet) with a maximum of a three car garage. Tool and storage structures are to be of the same construction style and color as the house and no closer than five feet to any lot line.
- B. **Dwelling cost, quality and size:** No dwelling of less than 1800 square feet exclusive of porches and garages on the ground floor area of the main structure shall be constructed on any lot. It is the intention and purpose of this addendum to assure that all dwellings shall be of quality workmanship and use of new materials substantially the same or better than that which can be produced on the date of this addendum.

F. **Nuisances:**

- Activities shall not be carried out upon any property or within any dwelling, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
- Trash, limbs, leaves, tall grass or weeds in the maintained area shall not be allowed to accumulate as to become a eyesore to the area.
- Burning of garbage is prohibited. Burning of yard waste shall be permitted (within county ordinance guidelines) with advance notice to the Benton County Office of Emergency Services.
- 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.
- 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.
- One (1) garage sale per residence per year shall be permitted, provided the sale does not exceed two (2) consecutive days.
- 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.
- 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 the vehicle to be inoperative.
- 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.
- Resident vehicles shall be parked on driveway, or in carport, or garage
- 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.

Definition: Under "Nuisances", item 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", item 2, eyesore is defined as: A thing that is unpleasant to look at or may cause loss of value of property.

FILED FOR RECORD
At 12:32 O'Clock P M

PRAIRIE CREEK ASSOCIATION
14432 HWY 12 EAST
ROGERS, AR. 72756

AUG 27 2001
SUE HODGES
Clerk and Recorder
Benton County, ARK.

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G. Outbuildings:

Buildings unattached to a main residence and separated from the main residence shall be deemed an out-building. 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.

I. New Construction

All outside construction of a building must be completed within 180 days of first excavation of the land. Paint, stain, masonry or other exterior finishes also must be completed in this time period. No building material of any kind or character shall be placed or stored upon any lot in the subdivision 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 street and property line. Building contractor or property owner must keep the area neat at all times. Upon completion of the improvements requiring such materials, all remaining building materials and equipment shall be removed from the subdivision. Burning of scrap materials is prohibited.

J. Non-occupied residence or lot:

A residential property vacated for four (4) months or longer for which the exterior of 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 in existence at such time and the property owner shall be liable for all maintenance costs.

K. Propane Tanks:

Must comply with State of Arkansas LPG regulations and should comply with Beaver Lake Fire Department recommendations. No combustible materials may be located within ten (10) feet of the tank

L. 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.

M. Front yard fences:

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

GENERAL PROVISIONS**A: 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.

B: 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,

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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 addenda 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 paragraphs A, B, F and G and the addition of paragraphs I, J, K, L and M to the Protective Covenants and the above amendments to paragraphs A and B of the General Provisions will in no way affect the other Covenants and General Provisions as covered in the Protective Covenants filed at Book 502, pages 109-110 on August 10, 1976 and the Amended Protective Covenant filed at 92-40045 on July 2, 1992 in the Circuit Clerk's Office, Benton County, Arkansas, covering the Putman's 4th Addition.

WITNESS OUR HANDS AND SEALS THIS 27 DAY OF AUGUST, 2001.

LOT NUMBER OWNER(S)

LOT NUMBER OWNER(S)

6 Wilford Mystrom

1 Nelson D. Jystrom

8A L.R. Broome

8A Nancy L. Broome

4 Nancy J. Holman

4 Pauline P. Fealmer

3 Lois Dean Wilson

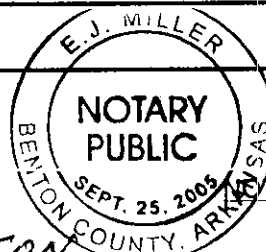
1 Patricia Taylor

1 Phyllis C Taylor

2 Paul S. Bland

2 B.M. Bland

PRAIRIE CREEK ASSOCIATION
14432 HWY 12 EAST
ROGERS, AR. 72756



STATE OF ARKANSAS AFFIDAVIT

STATE OF ARKANSAS TARIZATION

COUNTY OF BENTON

COUNTY OF BENTON

I, HAL SAVAGE, having first duly made oath, state that I personally circulated the above Petition and that each of the above persons signed said Petition in my presence. I further state that to the best of my knowledge and belief each person correctly stated his or her name, ~~date of birth~~, residence or town of residence.

Subscribed to under penalty of perjury before me this 27 day of AUGUST Year 2001

Hal Savage
Signature of Petition Circulator
13271 TULSA DR, ROGERS, AR 72757
Address

E.J. Miller
Notary public in and for the State of Arkansas.

My commission expires: 09-25-2005

PETITION FOR RESIDENTS OF BENTON COUNTY