

Rec

FILED FOR RECORD
At 10:30 O'clock A.M.

FEB 27 1986

PROTECTIVE COVENANTS AND RESTRICTIONS

JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK

The undersigned, Ruby R. Stauber, being the sole owner of the following described real estate in Benton County, Arkansas

LEGAL DESCRIPTION:

A PART OF THE NE 1/4 OF SECTION 36 AND A PART OF THE SE 1/4 OF SECTION 25, ALL IN TOWNSHIP 20 NORTH, RANGE 28 WEST IN BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID SECTION 36; THENCE S.02°39'00"W. 2163.70 FEET TO THE CENTERLINE OF SLATE GAP ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: N.79°34'30"W. 342.75 FEET; THENCE N.77°27'30"W. 321.71 FEET; THENCE N.54°37'30"W. 260.59 FEET; THENCE N.43°05'40"W. 378.02 FEET; THENCE N.50°11'10"W. 218.84 FEET; THENCE N.43°37'20"W. 137.68 FEET; THENCE N.35°35'20"W. 127.41 FEET; THENCE N.09°32'30"W. 299.96 FEET; THENCE 157.6 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 129.17 FEET; THENCE N.79°27'40"W. 516.52 FEET; THENCE 166.2 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 223.50 FEET; THENCE N.39°25'10"W. 291.81 FEET; THENCE 140.0 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 144.52 FEET; THENCE N.16°12'E. 46.00 FEET; THENCE 136.27 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 100.3 FEET; THENCE N.61°44'40"W. 62.60 FEET; THENCE, LEAVING SAID CENTERLINE, N.02°13'30"E. 258.60 FEET TO THE BEAVER LAKE TAKE LINE; THENCE ALONG SAID TAKE LINE N.01°57'22"E. 168.17 FEET; THENCE N.35°28'02"E. 598.74 FEET; THENCE S.87°07'18"E. 165.29 FEET; THENCE S.42°15'02"E. 237.20 FEET; THENCE S.01°54'51"W. 334.75 FEET; THENCE S.87°19'52"E. 330.75 FEET; THENCE S.60°45'44"E. 372.39 FEET; THENCE S.60°34'39"E. 371.93 FEET; THENCE S.87°24'28"E. 165.41 FEET; THENCE N.42°10'41"W. 236.39 FEET; THENCE, LEAVING SAID TAKE LINE, S.87°24'04"E. 994.35 FEET TO THE POINT OF BEGINNING CONTAINING 95.58 ACRES.

OWNER'S CERTIFICATE & DEDICATION

WE, THE UNDERSIGNED, CERTIFY THAT WE ARE THE OWNERS OF THE HEREIN DESCRIBED PROPERTY, AND HEREBY DEDICATE ALL ROADS INDICATED ON PLAT FOR THE USE OF THE GENERAL PUBLIC AND FOR UTILITY PURPOSES (NO ROADS SHOWN HEREON ARE ACCEPTED FOR COUNTY MAINTENANCE).

WE FURTHER GRANT AN EASEMENT FOR THE 20 FOOT WIDE EASEMENT AND THAT AREA OUTLINED AS 'PARKING EASEMENT', AS INDICATED ON PLAT, TO EACH AND EVERY OWNER OF LOTS WITHIN THIS SUBDIVISION, AND TO THEM ALONE.

does hereby establish and create the following protective covenants and restrictions which shall be binding upon all owners of the above real estate, or any portion thereof, for a period of 25 years from the date hereof unless modified by the written consent of three-quarters of the record owners of the above described real estate. At the expiration of said 25 year period these covenants and restrictions

Amendment of
For Release Hereon... Record
Page 8034 11-4-94
Joe Stuber
Clerk

2nd Amendment
For Release Hereof see Record 80
Page 76758
Joe Stuber by JB Clerk

Return: Rosa Stauber Rt 3 Box 1084 Grove Okla 74344

shall be automatically renewed for successive 10 year periods unless a majority of the 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 not be effective until a written instrument containing the modifications signed by the required number of owners shall be recorded with the Recorder for Benton County. For the purpose of determining whether the consent of three-quarters or a majority of the owners has been obtained, the owner of each separate parcel shall be entitled to one vote for each full acre of land contained in his or her parcel; i.e. a one acre parcel is entitled to one vote, and a 3.5 acre parcel would be entitled to three votes, etc. If a parcel is owned by multiple owners, they shall decide among themselves how the votes for that parcel shall be voted, but fractional votes shall not be permitted.

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

1. No parcel of land shall be divided to create any individual parcel or tract of land within the above described real estate which shall be less than 1.5 acres in area, except that when an original parcel is crossed by a subdivision road, which results in less than 1.5 acres on one side of that road, the original parcel may be divided with the road as the boundary.

2. No commercial or business activity shall be conducted on the above described real estate which shall be used only for residential purposes.

3. No structure of a temporary character, trailer, mobile home, recreation vehicle, basement, tent, shack, barn, garage, or other out-building 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 four weeks consecutively and not to exceed six weeks in a calendar year, and that the owner may occupy a self-contained recreational vehicle while land is being cleared and home being built.

4. No more than three single family homes or residences shall be erected or placed on any parcel of the above described real estate as sold by the present owner or the successors in title. Each such structure must be permanent in nature, neither a mobile home nor a manufactured home, with a minimum of 1,500 square feet of heated living space on the main floor.

5. 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.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel except that horses, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

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. No hunting, trapping, or other taking of game wildlife or wildlife protected under U.S. and Arkansas law shall be permitted on the above described real estate or any parcel thereof.

9. The undersigned, for herself and her successors and assigns, hereby reserves a perpetual, alienable and releasable easement on, over and under the ground lying within the right of way of all subdivision roads to erect, maintain, install, and use sewer lines, electric and telephone poles, wires, cables and conduits for the installation, maintenance, transmission and use of electricity, telephone, gas, sewage or other utilities. Owners are responsible for maintaining these easements in a cleared condition free of plantings and any structures of any kind.

10. 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 adjoining properties may file to declare the sale void in which case the property will revert to the original owner.

11. Until such time as the county of Benton assumes the responsibility of maintaining the public roads in the subdivision, the cost of maintaining them shall be borne by the owners of the various parcels or lots served by the roads in proportion to the number of votes to which they are entitled as set forth in the preamble hereto. All road maintenance work must be approved in advance by the affirmative vote of 65 percent of the owners, and upon such approval, the cost thereof shall become a lien on each parcel or lot to the extent allocable to such parcel or lot. Such lien may be foreclosed in the same manner as a mechanic's lien if not paid by the owners of each parcel or lot. No part of this provision applies to the road running north from Slate Gap Road to properties not included in this subdivision.

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 proceedings 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 violation or to recover damages, or both. The invalidity of any one or more of the above covenants and restrictions by judgment or court order shall not affect any of the other covenants and restrictions which shall remain in full force and effect.

WITNESS the hand and seal of Ruby R. Stauber, owner of the above described real estate this 5th day of February, 1986.


Ruby R. Stauber
Ruby R. Stauber

STATE OF Arkansas)
COUNTY OF Benton) SS

On this day, before the undersigned Notary Public duly commissioned and acting within and for the County and State aforesaid, personally appeared Ruby R. Stauber, known to me as the party to the foregoing instrument and stated upon oath that she had executed the same for the purposes therein set forth.

WITNESS my hand and seal as such Notary Public this 5th day of February, 1986.

My commission expires 10/20/91

Francis Madala
Notary Public


NOV 04 1994

AMENDMENT TO COVENANTS AND RESTRICTIONS

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK

We, the undersigned, representing 75% ownership of property known as Red Bluff Heights Subdivision as legally described in the protective covenants and restrictions recorded in Book 648, Page 760, Benton County, Arkansas, County Recorder's office, do hereby amend said covenants and restrictions as follows:

Book 648 page 760
As Recorded:

"Owner's Certification & Dedication" paragraph which presently reads: We further grant an easement for the 20 foot wide easement and that area outlined as " Parking Easement", as indicated on plat, to each and every owner of lots within this subdivision, and to them alone.

Modification to read as:

"Owner's Certification & Dedication" paragraph to read : We further grant an easement for the 20 foot wide easement and that area outlined as "Parking easement", as indicated on plat, to each and every owner of lot #9, #10, #11, #12, #13, #14, #15, #16, #17, and #18 within this subdivision and to them alone.

These amendments to the covenants and restrictions we declare to be in force from this day forward.

Witness the hand and seal of Mark C. and Joyce L. Barker, owner of the above described real estate this 18th day of October 1994.

State of Utah)
County of Salt Lake) SS
Mark C. Barker
Mark C. Barker

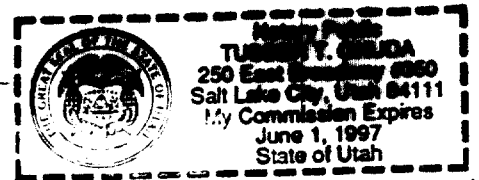
Joyce L. Barker
Joyce L. Barker

On this day, before the undersigned Notary Public duly commissioned and acting within and for the County and State aforementioned, personally appeared Mark C. & Joyce L. Barker, known to me as the party to the foregoing instrument and stated upon oath that they executed the same for the purposes therein set forth.

Witness my hand and seal as such Notary public this 18th day of October, 1994.

Notary Public Subba S. Shrestha

My commission expires 6/1/97



18221

AFFIDAVIT FOR RED BLUFF HEIGHTS LOT OWNERS

We the undersigned, representing greater than 75% ownership of property known as Red Bluff Heights Subdivision as legally described in the protective covenants and restrictions recorded in Book 648, Page 760, Benton County, Arkansas, County Recorder's office, do hereby certify the roads as shown on plat 6 page 173 are for the use of the general public and for utility purposes:

Book 648 page 760 As Recorded:

"Owner's Certification & Dedication" paragraph which presently reads: We, the undersigned, certify that we are the owners of the herein described property, and hereby dedicate all roads indicated on the plat for the use of the general public and for utility purposes (no roads shown hereon are accepted for county maintenance).

We further grant an easement for the 20 foot wide easement and that area outlined as "Parking Easement", as indicated on plat, to each and every owner of lots within this subdivision, and to them alone.

Amendment to Covenants as recorded Nov. 4, 1994 (94-080124): We further grant an easement for the 20 foot wide easement and that area outlined as "Parking easement", as indicated on plat, to each and every owner of lot #9, #10, #11, #12, #13, #14, #15, #16, #17, and #18 within this subdivision and to them alone.

These amendments to the covenants and restrictions we declare to be in force from this day forward.

Witness the hand and seal of Mark C. and Joyce L. Barker, owner of the above described real estate this 21st day of December 1994.

State of UTAH)
County of SALT LAKE) SS

Mark C. Barker
Mark C. Barker

Joyce L. Barker
Joyce L. Barker

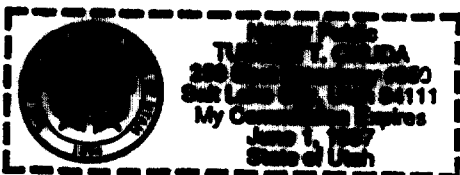
On this day, before the undersigned Notary Public duly commissioned and acting within and for the County and State aforementioned, personally appeared Mark C. & Joyce L. Barker, known to me as the party to the foregoing instrument and stated upon oath that they executed the same for the purposes therein set forth.

Witness my hand and seal as such Notary public this 21st day of December, 1994.

Notary Public Zubin J. Doshi

My commission expires 6-1-97

FILED FOR RECORD
At 11:30 o'clock PM
JAN 16 1995
SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK



1132

10
Second Amendment
To
00 76752 Covenants and Restrictions

AUG 01 2000
SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK

We, the undersigned, representing greater than 75% of the ownership of property known as Red Bluff Heights Subdivision, a part of the NE ¼ of Section 36 and a part of the SE ¼ of Section 25, all in Township 20 North, Range 28 West in Benton County, Arkansas, which is more particularly described in the Protective Covenants and Restrictions recorded in Benton County Deed Record Book 648 at page 760, as amended by Amendment to Covenants and Restrictions recorded as Benton County instrument number 94-080124, do hereby amend said Covenants and Restrictions and follows:

A. The second paragraph of the Owner's Certificate and Dedication of the said Covenants and Restrictions shall be amended to read as follows:

We further grant an easement for the 20' wide easement and that area outlined as "parking easement" as indicated on plat to each and every owner of lots 1 through 18 within the subdivision and to them alone.

B. Paragraph 1 of the said Covenants and Restrictions shall be amended to read as follows:

1. No parcel of land shall be divided to create any individual parcel or tract of land within the above-described real estate which shall be less than 1.5 acres in area, except that when an original parcel is crossed by a subdivision road, which results in less than 1.5 acres on one side of that road, the original parcel may be divided with the road as a boundary. Provided however, after the date of this Second Amendment, no parcel of land contained in the real estate above-described, shall be divided into smaller, separate or individual tracts except by the undersigned, or third-parties who have written authorization from the undersigned.

C. Paragraph 3 of the said Covenants and Restrictions shall be amended to read as follows:

3. No structure of a temporary character, trailer, mobile home, recreation vehicle, basement, tent, shack, barn, garage or other out-building shall be used on any parcel at any time as a residence, either temporarily or permanently; except that (a) non-owner self-contained recreational vehicles of visitors may be occupied by those visitors for a period not to exceed four (4) weeks and not to exceed a total of eight (8) weeks in a calendar year, (b) an owner may occupy a self-contained recreational vehicle while land is being cleared and a home built, and (c) the owners of lots numbered 3 and 4 of the real estate above-described are allowed to locate a self-contained recreational vehicle on a pad to be constructed on those lots for temporary use, provided that all other covenants and restrictions are fully complied with. Further, any such recreational vehicle must be less than ten (10) years old, must remain mobile and road ready, in good condition, and have a current state license and registration. The period for parking such recreational vehicle on said lots shall not exceed eight (8) months during any one, twelve (12) month period.

14055

D. Paragraph 4 of the said Covenants and Restrictions shall be amended to read as follows:

4. No more than one single family home or residence of not less than 1,500 sq. ft. of heated living space and no more than one guest house shall be constructed on any lot. Each such structure must be permanent in nature. Neither a mobile home nor a manufactured home shall be allowed on any parcel; provided however, the owners of lots numbered 3 and 4 of the real estate above-described are allowed to located a self-contained recreational vehicle on pad to be constructed on those lots for temporary use, as provided for in paragraph 3 above, and subject to all other covenants and restrictions being fully complied with.

E. Paragraph 6 of the said Covenants and Restrictions shall be amended to read as follows:

6. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any parcel, except that horses, dogs, cats or other household pets may be kept, provided that (a) they are not kept, bred or maintained for any commercial purposes; (b) horses may be kept only on lots, tracts or parcels of five (5) acres or larger; and (c) no more than two (2) horses may be kept on each such five (5) acre lot, tract or parcel.

That the above and foregoing amendments to Covenants and Restrictions shall amend the original Protective Covenants and Restrictions recorded on February 27, 1986, as amended by Amendment to Covenants and Restrictions recorded November 4, 1994; shall be effective and binding from the date of this Amendment; and shall remain in full force and effect, until further modified by amendment in conformity with the provisions of the original Protective Covenants and Restrictions. Unless modified herein, the original Protective Covenants and Restrictions, as amended, shall remain in full force and effect.

Witness our hands and seals this 28th day of July, 2000.


David E. Williamson


Leanne M. Williamson

ACKNOWLEDGMENT

00 76754

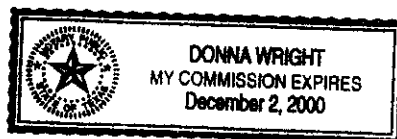
STATE OF TEXAS)
)ss.
COUNTY OF Bell)

Be it remembered that on this came before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, David E. Williamson and Leanne M. Williamson, Husband and Wife, to be well known and stated that they were owners of more than 75% of the real property above-described and that they have executed the foregoing Second Amendment to Covenants and Restrictions for the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public, this 28th day of July, 2000.

My Commission Expires:
12-2-2000

Donna Wright
NOTARY PUBLIC



Return to:
David Williamson
300 Ben Nevis Lane
Belton, TX 76513