

Amendment
Book
Plat Record Book 507
Page 435 1273-76
Josephine R. Heyland
Clerk and Recorder

4-25

BOOK 360 PAGE 122

PROTECTIVE COVENANTS
FOR
PINEY POINT SUB-DIVISION

FILED FOR RECORD
At 4:30 O'Clock P M.

AUG 5 1963

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

KNOW ALL MEN BY THESE PRESENTS:

THAT Ozark Lakes, Inc., an Arkansas Corporation, holds title to all of the following described lands situate in Benton County, Arkansas, to-wit:

"Part of the $E\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 17; AND
Part of the $NE\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 20; ALL in Township 19 North,
Range 27 West, described as follows:
Beginning at a point 255 feet North of the SE Corner of
the $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 17, and running thence
Southwesterly to the NW Corner of the $E\frac{1}{2}$ of the said $SE\frac{1}{4}$ of
the $SE\frac{1}{4}$; thence South to the SE Corner of the $N\frac{1}{2}$ of the
 $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of said $SE\frac{1}{4}$ of the $SE\frac{1}{4}$; thence Southwesterly
to the SW Corner of the $N\frac{1}{2}$ of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$; thence
South to the NW Corner of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of
the said $SE\frac{1}{4}$ of the $SE\frac{1}{4}$; thence East to the center of the $SE\frac{1}{4}$
of the $SW\frac{1}{4}$ of the said $SE\frac{1}{4}$ of the $SE\frac{1}{4}$; thence Southwesterly
to a point 330 feet East and 148.5 feet South of the NW Corner
of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 20; thence East to a
point 148.5 feet South of the NE Corner of the said $NE\frac{1}{4}$ of the
 $NE\frac{1}{4}$; thence North to the point of beginning."

Ozark Lakes, Inc., has caused said lands to be surveyed and subdivided into lots, blocks, and streets. Said subdivision has been named and shall henceforth be known and designated as PINEY POINT SUB-DIVISION.

The Piney Point Sub-Division contains five (5) blocks, numbered One (1), Two (2), Three (3), Four (4), and Five (5), and Ozark Lakes, Inc., has executed a Plat showing the locations of said blocks and the number and dimensions of the lots in said blocks; also the locations, widths and the names of the streets. All streets of said Sub-Division are hereby dedicated to the public for its use and benefit forever.

The Plat of Piney Point Sub-Division is recorded in Plat Record Book E, at page 43, of the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Recorder in and for the County of Benton, State of Arkansas.

Ozark Lakes, Inc., for and in consideration of the benefits to accrue therefrom, which benefits are hereby acknowledged to have value, has caused certain safeguards and restrictions to be placed on the lots of said Plat. The purpose of these restrictions is to provide uniform protection for all property owners in the said Sub-Division by the establishment of minimum standards of land use, building sizes, setback requirements, and the prohibition of certain undesirable uses and practices for the entire Sub-Division.

I. COVENANTS

A. LAND USE, BUILDING TYPE, LOCATION, AND SIZE:

All lots shall be used for single family residential purposes only, provided,

however, that Ozark Lakes, Inc., may authorize the use of one or more lots for light commercial or recreational purposes. No building shall be erected, altered, or be placed, or be permitted to remain, on any lot with less than 600 square feet of useable floor space, exclusive of carport, porches and garages. All plans, type of material of construction, name and address of contractor, completion bond, Builders Risk Insurance, shall be submitted to Ozark Lakes, Inc., for their approval before any building shall be erected. No building, including the main residence, carport, garage, or other outbuildings, shall be erected or placed on any lot nearer than 15 feet to front property lines, or nearer than 5 feet to any interior lot lines or nearer than 5 feet to any rear lot lines.

B. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved to the discretion of Ozark Lakes, Inc., with the best interest of all concerned.

C. WATER AND SEWAGE:

The sources of water supply for Piney Point Sub-Division shall meet the requirements of and be in conformity with the regulations promulgated by the Arkansas State Department of Public Health. No lot or tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste, incidental to the use of the property as herein provided, shall be kept in a sanitary manner. All sewage disposal shall be by septic tank only.

D. NUISANCES:

Obnoxious or offensive activities shall not be carried on within any lot, nor shall anything be done thereon which may be, or which may become, an annoyance or a nuisance to the neighborhood.

E. TEMPORARY STRUCTURES:

No structures of temporary character, trailers, basement, tent, shack, garages, barn or other such buildings, shall be used on any lot, ^{at} any time, as a residence, either permanent or temporary; provided, however, that a mobile home may be used temporarily as a residence for a period of time not to exceed 90 days and, then, only for the purpose of living quarters while an approved home is being erected on the same lot.

F. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge, or shrub, which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street property lines extended. The same sight lines 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 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 OF THE COVENANTS:

These covenants shall run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date when these covenants are recorded, after which said period of twenty-five (25) years, these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by a majority of the then owners of the lots in Piney Point Sub-Division, has been recorded, agreeing to change of these covenants in whole or in any part.

B. ENFORCEMENT:

Enforcement of these covenants shall be by proceedings at law or in equity against any and all persons violating or attempting to violate any covenant, either to restrain violation or to recover damages for violation.

C. SEVERABILITY:

Invalidation of any one of these covenants by judgments or by court orders shall in no wise affect any of the other covenants or provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Ozark Lakes, Inc., a Corporation, has caused this instrument to be signed by its president and its secretary and its Corporate Seal to be affixed on this the 2nd day of August 1963.

OZARK LAKES, INC.

BY: C. H. Oldham
C. H. OLDHAM, President

ATTEST S. T. Boyd
S. T. BOYD, Secretary

35
Amend
noted

AMENDMENT OF PROTECTIVE COVENANTS
FOR
PINEY POINT SUBDIVISION

FILED FOR RECORD
At 8:15 o'clock A.M.
DEC 23 1976
JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owns all of the lots in Piney Point Subdivision.

WHEREAS, the undersigned are desirous of amending the Protective Covenants for Piney Point Subdivision according to Deed Record 360, Page 122, to make it permissible for mobile homes to be used on the lots contained in Piney Point Subdivision.

NOW, THEREFORE, in consideration of the premises, the undersigned agree that Paragraph I, E. shall be deleted in its entirety and replaced by the following:

E. TEMPORARY STRUCTURES:

No structures of temporary character, trailers, basements, tents, shacks, garages, barns or other such buildings shall be used on any lot, at any time, as a residence, either permanent or temporary; provided, however, that mobile homes shall be permissible as a residence provided they comply with Paragraph I, A hereof.

In all other respects, the Protective Covenants remain in full force and effect, and unmodified.

WITNESS OUR HANDS AND SEALS this 26 day of Oct, 1976.

OWNERS:

Ellis J Webb Viola J Webb

ELLIS WEBB and VIOLA WEBB, husband and wife

L L N Laura Leona Neilon
LAURA LEONA NEILON and JOHN L. NEILON

Harold W. Latta Velma F. Latta
HAROLD W. LATTA and VELMA F. LATTA, husband and wife

Billie D. Ellis
BILLIE D. ELLIS, a single man

Sally Tucker
SALLY TUCKER, a single woman

Michael J. Petrekis
MICHAEL J. PETREKIS, a single man

Ralph Webb
RALPH WEBB,
CLAUDIA WEBB:

C. G. Mikulanec
C. G. MIKULANEC:

Morris Cox
MORRIS COX

Bill & Dorothy Webb
~~Bill & Dorothy Webb~~
Bill & Dorothy Webb, husband and wife,

STATE OF Ark.)
COUNTY OF Benton) SS

ACKNOWLEDGMENT

On this day personally appeared before me, the undersigned Notary Public, ELLIS WEBB, a single man, whose name appears as one of the Owners in the above Amendment of Protective Covenants for Piney Point Subdivision, and stated to me that he signed the same for the purposes and considerations therein set forth.

DATED this 30 day of October, 1976.
My Commission Expires:

6-18-80

Ernest P. Rush
NOTARY PUBLIC

STATE OF ARKANSAS)
COUNTY OF BENTON) SS

ACKNOWLEDGMENT

On this day personally appeared before me, the undersigned Notary Public, LAURA LEONA NEILON, whose name appears as one of the Owners in the above Amendment of Protective Covenants for Piney Point Subdivision, and stated to me that she signed the same for the purposes and considerations therein set forth.

DATED this 26 day of Oct, 1976.
My Commission Expires:

8-12-77

Louanna K. Leitch
NOTARY PUBLIC

STATE OF Louisiana

COUNTY OF Marion

ACKNOWLEDGMENT

On this day personally appeared before me, the undersigned, Notary Public, HAROLD W. LATTA and VELMA F. LATTA, husband and wife, whose name appears as one of the Owners in the above Amendment of Protective Covenants for Piney Point Subdivision, and stated to me that he signed the same for the purposes and considerations therein set forth.

DATED this 5th day of November, 1976.

Ruby M. Eubling
NOTARY PUBLIC

My Commission Expires:
MY COMMISSION EXPIRES OCTOBER 21, 1979

STATE OF ARKANSAS

COUNTY OF MADISON

ACKNOWLEDGMENT

On this day personally appeared before me, the undersigned Notary Public, BILLIE D. ELLIS, a single man, whose name appears as one of the Owners in the above Amendment of Protective Covenants for Piney Point Subdivision, and stated to me that signed the same for the purposes and considerations therein set forth.

DATED this 29th. day of October, 1976.

Billie D. Ellis
NOTARY PUBLIC

My Commission Expires:
March 16, 1977

STATE OF Ark

COUNTY OF Benton

ACKNOWLEDGMENT

On this day personally appeared before me, the undersigned Notary Public, SALLY TUCKER, a single woman, whose name appears as one of the Owners in the above Amendment of Protective Covenants for Piney Point Subdivision, and stated to me that she signed the same for the purposes and considerations therein set forth.

DATED this 10 day of November, 1976.

Sally Tucker
NOTARY PUBLIC

My Commission Expires:
6-18-80

STATE OF Ark.

COUNTY OF Pulaski

ACKNOWLEDGMENT

On this day personally appeared before me, the undersigned Notary Public, ~~_____~~ Morris Cox, whose name appears as one of the Owners in the above Amendment of Protective Covenants for Piney Point Subdivision, and stated to me that he signed the same for the purposes and considerations therein set forth.

DATED this 29 day of November, 1976.

J. J. [Signature]
NOTARY PUBLIC

My Commission Expires:

July 8, 1979

STATE OF Michigan

COUNTY OF Benzie

ACKNOWLEDGMENT

On this day personally appeared before me, the undersigned Notary Public, ~~W. P. Bishop~~ Bill & Dorothy Webb, whose name appears as one of the Owners in the above Amendment of Protective Covenants for Piney Point Subdivision, and stated to me that he signed the same for the purposes and considerations therein set forth.

DATED this 10th day of December, 1976.

[Signature]
NOTARY PUBLIC

My Commission Expires:

5-30-80