

R. BUCK

ADDENDUM TO PROTECTIVE COVENANTS
FOR
DREAM VALLEY 10th ADDITION

2006 38530
Recorded in the Above
Deed Book & Page
08-04-2006 12:46:48 PM
Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2006/38530
Term/Cashier: MORTGAGE02 / j90dr

We, the undersigned, being a majority of the owners of lots in Dream Valley 10th Addition, do hereby authorize the following amendments to paragraphs I A, I B, I F, and the addition of paragraphs I I, I J, I K, I L, and I M as added to the Protective Covenants and the following amendments to paragraph II A and II B of the General Provisions covering this addition as Recorded in Deed Record Book 566, pages 930 and 931, on January 6, 1981.

Paragraph I 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 single family dwelling not to exceed two and one half stories in height (a story shall be considered no taller than ten (10) feet), with a maximum of a four car garage. There can be one detached garage (not to exceed 20' by 30') if there is not one attached to the house. An exception to this paragraph is Lot 1, which may have a duplex built upon it.

Paragraph I B - Dwelling cost, quality and size: No new dwelling shall be permitted on any lot having less than 1800 square feet of living area (exclusive of porches and garages) on the ground floor for a one story dwelling, nor less than 1600 square feet on the main floor of a dwelling of more than one story, and the combined enclosed living area exclusive of porches and garages of either a one story or a two story dwelling shall not be less than 1800 square feet of heated/cooled living area.

Paragraph I F - Nuisances: A nuisance will be determined as deemed by the lot owners of Dream Valley 10th Addition, including, but not limited to:

1. Activities shall not be carried out upon any lot or within any dwelling, nor shall anything be done thereon, which may be or may become an annoyance to the neighborhood.
2. 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.
3. Burning of garbage is prohibited. Burning of yard waste or debris shall be permitted with advance notice to and approval of the Benton County Office of Emergency Services.
4. Real Estate signs, For Sale by Owner 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.
5. 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.
6. One (1) garage sale per residence per year shall be permitted, provided the sale does not exceed two (2) days.
7. Trailers of any type, recreational vehicles, camper, bus, boat, pick-up shell, or any inoperative vehicle shall not be kept on any lot for more than five (5) days, unless it is enclosed or screened from view from any street or neighbor.
8. No mechanical work may be done on vehicles on driveways or in view of the street if work requires dismantling of parts from vehicle causing vehicle to be inoperative.

9. Semi-trailer trucks, vehicles over one (1) ton 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 service to a residence.

10. Resident vehicles shall be parked in the driveway, carport or garage.

11. 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", this is defined as "that which annoys and disturbs one in possession of his property, rendering its ordinary use or occupation physically uncomfortable to him. Everything that endangers life or health, gives offense to senses, violates the laws of decency or obstructs reasonable and comfortable use of property."

Additional Paragraph added:

Paragraph I I - Outbuilding: Any structure 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 specifically approved by a majority of the adjacent owners of lots in the addition, and shall be compatible with the main residence.

Paragraph I J - Non-occupied residence or lot: A resident property vacated for four (4) months or longer for which the exterior or the residence or grounds are not maintained shall be deemed a non-occupied residence. A non-occupied residence shall be ordered to be maintained by a majority vote of the property owners in Dream Valley 10th Addition and/or the Prairie Creek Association Board of Directors, and the vacated property owner shall be liable for all maintenance costs.

Paragraph I K - Satellite Dishes: Dishes over 24 inches in diameter must not be visible from the street, and must have concurrence of adjacent property owners prior to installation.

Paragraph I L - 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 materials, including fences degrading to the neighborhood as deemed by a majority of Dream Valley 10th Addition owners shall not be permitted in front yards of any home or vacant lot.

Paragraph I M - 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 material shall not be placed or stored in the street or between the street and the 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 shall be removed from the subdivision.

GENERAL PROVISIONS

Paragraph II 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 Dream Valley 10th Addition landowners, one vote per lot for legal owners. The lot owner's signature affixed hereto shall evidence an affirmative vote for the purposes of this paragraph.

Paragraph II B - Enforcement: The covenants, agreements and restrictions herein set forth shall run with the titles 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. Any owner or owners of lots in this addition or subdivision, and/or the Prairie Creek Association, 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 be in no way affected any of the other provisions hereof which will remain in full force and effect.

The above added paragraphs and the amendments to covenant I F and General Provisions Paragraphs I A and I B will in no way affect the other Covenants and General Provisions as covered in the Protective Covenants filed in Deed of Record Book 566, pages 930 & 931, on January 6, 1981 in the Circuit Clerk's Office, Benton County, Arkansas covering Dream Valley 10th Addition.

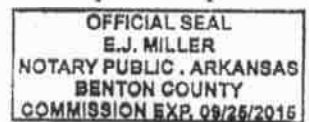
Dream Valley No 10 Covenant Addendum

- Lot no. 21 Blk No. 3 8640 APPLE GLEN Catal Ungel
- Lot no. 21 Blk No. 3 8640 APPLE GLEN Jenny & Wayne
- Lot no. 6A Blk No. 3 8607 APPLE GLEN W. W. R. H.
- Lot no. 6A Blk No. 3 8607 APPLE GLEN Sherri Gillman
- Lot no. 7A Blk No. 3 8605 APPLE GLEN Linda Compton
- Lot no. 7A Blk No. 3 8605 APPLE GLEN NONA Compton
- Lot no. 24 Blk No. 2 13712 APPLE LANE Connie Wylie
- Lot no. 24 Blk No. 2 13712 APPLE LANE Michael P. Wylie
- Lot no. 3 Blk No. 3 8633 APPLE GLENN Tom Ekertson - R. K. Chastain
- Lot no. 5 Blk No. 1 8712 APPLE GLENN Merle M. Williams Toshiko W. Mess
- Lot no. 4 Blk No. 1 8744 APPLE GLENN Marion E. Ludwig Emilia Ludwig
- Lot no. 14 Blk No. 3 8472 APPLE GLENN Angie W. V. - R. K. Chastain
- Lot no. 7 Blk No. 2 8630 APPLE PARK Michelle Sank
- Lot no. 5 Blk No. 3 8603 APPLE GLENN Jim & Joyce W. W. R. H.
- Lot no. 23 Blk No. 2 13770 APPLE LANE Paul Johnston & Jane Johnston
- Lot no. 9 Blk No. 3 8533 APPLE GLENN Crystal Kier Thomas Kier
- Lot no. 12 Blk No. 2 8603 APPLE PARK Rodney L. Jumps Alicia F. Jumps
- Lot no. 19 Blk No. 3 8574 APPLE GLEN Lennie M. Bridges
- Lot no. 27 Blk No. 2 13770 APPLE LANE Patricia B. Zember Richard G. Zember
- Lot no. 11 Blk No. 3 8503 APPLE GLEN Debbie Spical Frank Spical
- Lot no. 31 Blk No. 2 8789 APPLE GLEN Joyce & Melrose Frank & Melrose
- Lot no. 10 Blk No. 3 8497 APPLE GLEN Diane R. Meier W. W. R. H.
- Lot no. 22 Blk No. 2 13678 APPLE LANE Shirley L. Tuff
- Lot no. 20 Blk No. 3 8616 APPLE GLEN Victoria D. Smith John D. Smith
- Lot no. 26 Blk No. 2 13762 APPLE LANE Victoria D. Smith John D. Smith
- Lot no. 6 Blk No. 1 8688 APPLE GLEN Mary L. Plunk Garrett Plunk
- Lot no. 1 Blk No. 2 8701 APPLE GLEN David Dittrey SW Dittrey
- Lot no. 28 Blk No. 2 13778 APPLE LANE Melvin W. Starn Agnes K. Deason
- Lot no. 6 Blk No. 2 8652 APPLE PARK Jeant Culer W. W. R. H.
- Lot no. 8 Blk No. 3 8601 APPLE GLEN Mary Green Brian Green

Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the 4 day of AUGUST 200

E. J. Miller
Signature of Notary Public

My commission expires: September 25, 2015.



Dream Valley No 10 Covenant Addendum

2006 38535
Recorded in the Above
Deed Book & Page
08-04-2006 12:46:48 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

- Lot no. 2 Blk No. 3 8653 APPLE GLEN Eric Jay
- Lot no. 2 Blk No. 3 8653 APPLE GLEN. Kirk Jay
- Lot no. 10 Blk No. 2 8595 APPLE PARK Shannon & Michelle
- Lot no. 10 Blk No. 2 8595 APPLE PARK Tammy Miller
- Lot no. 17 Blk No. 2 13651 APPLE LANE Deborah Gudecka
- Lot no. 18 Blk No. 2 Deborah Gudecka
- Lot no. 17 Blk No. 2 13651 APPLE LANE Eric Jay
- Lot no. 18 Blk No. 2 [Signature]
- Lot no. 2 Blk No. 2 [Signature] Neanne Collins
- Lot no. 3 Blk No. 2 [Signature] Neanne Collins
- Lot no. 4 Blk No. 2 13765 APPLE LANE [Signature] Neanne Collins
- Lot no. 2 Blk No. 1 8784 APPLE GLEN Charles A. Rose [Signature]
- Lot no. _____ Blk No. _____
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Subscribed and sworn to before me, a Notary Public and for the County of Benton
State of Arkansas, on this the 4 day of AUGUST 200

Benton County, AR
I certify this instrument was filed on
08-04-2006 12:46:48 PM
and recorded in Deed Book
2006 at pages 38530 - 38535
Brenda DeShields-Circuit Clerk

[Signature]
Signature of Notary Public

My commission expires: September 25, 2015.

