

FILED FOR RECORD
At 3:40 O'clock P M

SEP 28 1987

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

PROTECTIVE COVENANTS AND RESTRICTIONS FOR
HANOVER SUBDIVISION, PHASE I
BENTONVILLE, ARKANSAS

Hanover, Inc., is the sole owner and developer of Hanover Subdivision and does hereby establish and create the following Protective Covenants, which shall apply to said lots as shown on the recorded Plat of the said Subdivision.

1. SINGLE-FAMILY RESIDENTIAL LAND USE AND BUILDING TYPE. All lots within Hanover Subdivision shall be governed by the provisions of the Bentonville City Code governing single-family residences as governed by the R1 zone in effect on the date these covenants were executed.

2. BUILDING LIMITATIONS. The subdivision and building codes of the City of Bentonville, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in Hanover Subdivision. All dwellings and other improvements shall comply with said ordinances as they exist on the date of such construction. Any conflict between such ordinances and the provisions of these Protective Covenants shall be resolved in favor of the more restrictive provisions. Building, architectural, and design specifications shall be in accordance with those regulations set forth in the Bentonville Zoning Ordinance designated in R1 (Residential 1). No dwelling structure shall be constructed upon any lot within Hanover Subdivision of a size less than two thousand (2,000) square feet of heated living space (not less than 1,800 square feet on ground level) without approval of the Architectural Control Committee (as hereinafter set forth). Further, each dwelling shall have a private garage for not less than two (2) cars with dimensions of not less than twenty-two (22) feet by twenty-two (22) feet and shall have a concrete driveway. All homes or outbuildings constructed on any lot must use wooden shingles or an alternate material of equal quality approved in advance in writing by the Architectural Control Committee. In addition, compliance with the above referenced ordinance shall be judged and determined by and require a prior approval of the Architectural Control Committee (as hereinafter set forth), which shall view all plans and specifications for all structures prior to construction and be given the power to amend or alter any such designs or specifications prior to approval for construction in Hanover Subdivision. The specifications and requirements of the above mentioned R1 zoning designation are designed as a minimum requirement for architectural and design specifications and may be supplemented from time to time, where not inconsistent, by the Architectural Control Committee, and such requirements shall be binding for prior approval of construction as required by these covenants. All builders and owners should contact the Architectural Control Committee prior to commencement of construction, to be apprised of current requirements.

3. ARCHITECTURAL CONTROL COMMITTEE. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee. Such plans and specifications including a plot plan reflecting the location of all improvements shall be submitted to the Architectural Control Committee at least fifteen (15) days prior to the commencement of construction of same, and the written approval of the Architectural Control Committee shall be required before

RT: How & Dossy, P.O. Box 988, Bentonville

27271

-2-

shall be of a quality of workmanship and materials substantially the same or better than that which is being produced on the day these Protective Covenants are recorded and to assure that the exterior design of all dwellings and accessory buildings will be aesthetically compatible with the other dwellings and accessory buildings in the subdivision. The Architectural Control Committee for Hanover Subdivision shall consist of three (3) members, the President, Vice President and Secretary of Hanover, Inc., any two (2) shall constitute a quorum. The original members shall serve for ten (10) years, and thereafter as replaced from time to time by an election of the majority of the then lot owners (one lot, one vote) in Hanover Subdivision. The Architectural Control Committee's approval or disapproval as required in this paragraph shall be in writing. Should any plans submitted hereunder fail to be approved or disapproved within the time period herein provided, or in any event, if no suit to enjoin the construction proposed is commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

4. HOME OCCUPATIONS. Home occupations as defined by the Bentonville City Codes shall be prohibited.

5. YARD SPACE RESTRICTIONS AND BUILDING LOCATION. No building shall be located on any lot nearer than twenty-five (25) feet to the front of the lot line nor nearer than twenty-five (25) feet to the side street line. No building or permitted accessory building shall be located nearer than ten (10) feet to any interior side lot line. This provision (interior side lot setback) shall not apply to any dwelling constructed on two (2) adjacent lots as to the side lot line dividing the two (2) lots. No dwelling shall be located on any lot nearer than twenty (20) feet to the rear lot line. All permitted accessory buildings shall be located in the rear yard of each lot, and no such permitted accessory building shall be located on any lot nearer than ten (10) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, this shall not be construed to permit any portion of the building on a lot to encroach upon another lot or easement. No lot shall be subdivided into smaller lots or parcels than shown on the recorded Plat for the purpose of creating additional building sites or lots, except that a lot may be divided to combine portions of it with the adjacent lots on both sides to enlarge the building sites on said respective adjacent lots. Should any building setback lines shown upon the plat of Hanover Subdivision vary from the setback requirements required herein, the building setback lines shown upon said Plat as filed shall control and take precedence over those stated herein.

6. FENCES. Fencing of front yards is prohibited, except that decorative wood or stone fencing of a maximum height of three (3) feet may be constructed upon approval by the Architectural Control Committee. Rear yard fences must be of a decorative wood design. Chain link fences and other forms of wire fencing are specifically prohibited. Dog pens properly screened by walls, fences or plantings may be constructed and maintained in the rear yard portion of any lot.

7. OFF-STREET PARKING. All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot, and parking on the streets as shown in the Plat of the subdivision

-3-

shall be prohibited for a period of time exceeding three (3) days. Recreational vehicles and equipment, including but not limited to boats, motor homes, travel trailers, campers, and the like, shall not be parked or stored within twenty-five (25) feet of the front lot line for a period of time exceeding three (3) days. Provided further, however, recreational vehicles and equipment may be parked in the back yards for a period exceeding three (3) days, so long as same is screened by proper fencing or other shrubs so as to reasonably screen the sight of said equipment from neighbors.

8. SIGNS. No signs, either permanent or temporary, of any kind, shall be placed or erected on any property, except that a single sign not more than five (5) square feet in size may be permitted upon property to advertise the same for sale or for rent. Provided further, however, the developer, Hanover, Inc., hereby reserves the right to have a sign to designate the name of the addition, and to advertise same, and restrictions on size and location shall not apply to said sign or signs.

9. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This restriction does not prohibit the storing of recreational vehicles on the lots.

10. OUTBUILDINGS. Outbuildings shall be restricted to one (1) per lot. Outbuildings may be constructed on the back yard provided its design and size is compatible with the existing structure. Design and size of outbuildings is subject to the approval of the Architectural Control Committee. Cabana structures or gazebos may be built and maintained within the building area on any lot in the addition. The interior area of a detached cabana will not be included in the determination of the minimum dwelling sizes.

11. SATELLITE DISHES: Satellite television receiver dishes must be screened from view and may be located only in the rear yard building area.

12. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations, or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained, or permitted upon any building site.

13. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised or kept on any residential building site, except that dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for any commercial purposes.

14. EASEMENTS. - Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear of each lot. No trees, incinerator structures, buildings, pavement, or similar improvements shall be grown, built, or maintained within the area of the utility easements. Owners are hereby put on notice that any structures or plat material in the easements are subject to removal.

15. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood. Household pets may be kept, provided they are not kept or maintained for any commercial purposes. Grass, weeds, and tree sprouts shall be kept neatly cut and shall not be allowed to exceed six (6) inches from the ground surface. Fences or outside structures or outdoor decorations shall be maintained so as not to become unsightly or an annoyance or a nuisance to the neighborhood. Upon owner's failure to comply with this subsection, the developer or other property owners may cut grass or weeds or perform maintenance upon fences, outside structures, or outdoor decorations and shall be entitled to charge a reasonable fee to the owner of the lot for said service. 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 curb and property lines. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed from the subdivision.

16. INOPERATIVE VEHICLES. No automobile, truck, bus, tractor, or other vehicle, other than a lawn or grass mowing apparatus, shall be left inoperative on any platted lot for a period of more than fourteen (14) days.

17. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub which obstructs sight lines at intersections in the subdivision shall be permitted.

18. UTILITIES. All utilities in this subdivision shall be placed underground.

19. STREET LIGHTS. The owner of each lot in Hanover Subdivision shall install at his expense a street light conforming with specifications to be determined by the Architectural Control Committee. The location of the street light shall be designated on a plot plan to be submitted to the Architectural Control Committee prior to construction of a residential dwelling. The street light must be installed and operating at the time a certificate of occupancy is issued by the building inspector for the city of Bentonville, Arkansas. It shall be the responsibility of the owner of each lot to maintain the street light to be installed on each lot and to keep the street light in a reasonable state of repair at all times.

20. VIOLATIONS. In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extensions thereof), it shall be lawful for any person or persons owning any lots in this subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, and either to prevent him or them from so doing and/or to recover damages for such violations. Provided further, however, that there shall be a committee in Hanover Subdivision which shall first advise any violator of said violations prior to legal action being taken, and the committee shall be elected for two (2) year terms, by a majority vote of the lots in Hanover Subdivision, with each lot having one (1) vote. The violations

-5-

committee shall receive from residents any complaints as to violations of the covenants, and shall reasonably notify any violator prior to legal actions being taken.

21. BINDING EFFECT AND AMENDMENTS OF COVENANTS. All persons or corporations who now or shall hereafter acquire any of the lots in this subdivision shall be deemed to have agreed and covenanted with the owners of all other lots in this subdivision and with their heirs, successors, and assigns to conform to and observe the restrictions, covenants, and stipulations contained herein for a period as hereinafter set forth. These covenants may be amended at any time with the written approval of the owners of two-thirds (2/3rds) of the lots within the subdivision. Further, no amendments shall be allowed which would be in violation of the zoning designation in effect at the time of the amendment. No changes in these Protective Covenants shall be valid unless the same shall be placed of record in the office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of owners.

22. DURATION OF COVENANTS. These covenants and restrictions shall run with the land for a minimum period of thirty (30) years, to be automatically extended for successive periods of five (5) years without further action unless terminated by a majority of the lot owners in the subdivision, casting votes as hereinabove set forth in the amendment section of these covenants, and voting one (1) vote for each lot. It is the intent that these covenants promote the aesthetic value of Hanover Subdivision.

23. SEVERABILITY. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

EXECUTED this 28th day of September,
1987.

HANOVER, INC.

By: Arnold D. Lehman Pres.
Arnold D. Lehman, President

By: James A. von Gremp Vice Pres.
James A. von Gremp, Vice/President

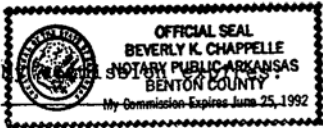
By: Carmen Lehman Secretary/Treasurer
Carmen Lehman, Secretary/Treasurer

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF BENTON)

On this 28th day of September, 1987, before me, a Notary Public, duly commissioned, qualified, and acting within and for said county and state, appeared in person the within named Arnold D. Lehman, President, James A. von Grep, Vice President, and Carmen Lehman, Secretary/Treasurer, respectively, of Hanover, Inc., an Arkansas corporation, duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes herein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as Notary Public the day and year first hereinabove written.



Beverly K. Chappelle
Notary Public

42.00

711-200
FILED FOR RECORD
At 3:20'clock P.M.

AUG 30 1989

AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS
FOR HANOVER SUBDIVISION, PHASE I
Bentonville, Arkansas

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

We, the undersigned record owners of more than two-thirds (2/3) of the lots of Hanover Subdivision, Phase I, Bentonville, Arkansas, do hereby amend the Protective Covenants and Restrictions for Hanover Subdivision, Phase I, recorded September 28, 1987, in Benton County Record Book 677 at pages 64 through 69, inclusive.

1. Paragraph 3 of the original Protective Covenants and Restrictions is hereby amended to read as follows, to wit:

"3. ARCHITECTURAL CONTROL COMMITTEE: To insure that all dwellings and accessory buildings constructed or erected in Hanover Subdivision shall have good quality materials and workmanship and are compatible with other dwellings and accessory buildings constructed or to be constructed in Hanover Subdivision, there is established an ARCHITECTURAL CONTROL COMMITTEE. The ARCHITECTURAL CONTROL COMMITTEE for Hanover Subdivision shall consist of three (3) members, and the initial membership of the same shall be the President, Vice President and Secretary of Hanover, Inc.

The normal term for a member of the ARCHITECTURAL CONTROL COMMITTEE shall be six (6) years. With respect to the initial members, however, the term of the President of Hanover, Inc., shall be a full six years; the term of the Vice President of Hanover, Inc. shall be four years; and the term of the Secretary shall be two years. Thereafter, the term of each member shall be a full six years.

Any lot owner may nominate another lot owner or an official of Hanover, Inc., to serve on the ARCHITECTURAL CONTROL COMMITTEE. It shall be the responsibility of the Secretary of Hanover, Inc., to notify all lot owners, by regular mail, of the need to elect a new member to the ARCHITECTURAL CONTROL COMMITTEE at least thirty (30) days prior to the date for an election of such a member. (Every two years commencing June 1, 1989). All nominations shall be forwarded to the Secretary of Hanover, Inc., on or before May 15 of the year in which the election is taking place. The Secretary shall then notify, by regular mail, all owners eligible to vote concerning the candidates for the position. Votes shall be cast (one lot, one vote) on or before June 1 of the year in which the election is taking place. Election shall result for the candidate receiving the majority of the votes cast.

Two members shall constitute a quorum for any meeting of the ARCHITECTURAL CONTROL COMMITTEE.

No buildings shall be erected, placed or altered on any lot in Hanover Subdivision until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved, in writing, by the ARCHITECTURAL CONTROL COMMITTEE.

Such plans and specifications, including a plot plan reflecting the location of all improvements, shall be submitted to the ARCHITECTURAL CONTROL COMMITTEE at least fifteen (15) days prior to the planned date for commencement of construction. The ARCHITECTURAL CONTROL COMMITTEE shall, within ten (10) days after such submission, act on the request and either approve, or disapprove, the planned construction in writing.

If plans properly submitted hereunder are not either approved or disapproved within the time period above-specified and if no suit to enjoin the proposed construction is commenced prior to the completion of that construction, the written approval of the ARCHITECTURAL CONTROL COMMITTEE shall no longer

Kevin Dossey ¹/_{JL} *Henderson* *Had.* *89581*

be required and the planned construction shall be deemed to be in compliance herewith.

2. Paragraph 20 of the original Protective Covenants and Restrictions is hereby amended to read as follows:

"20. VIOLATIONS COMMITTEE - ACTION ON ALLEGED VIOLATIONS:
In order to provide for the proper enforcement of these Protective Covenants, there shall be established a VIOLATIONS COMMITTEE for Hanover Subdivision which shall be composed of five (5) persons who are either owners of lots in Hanover Subdivision or are officers of Hanover, Inc. The members of the VIOLATIONS COMMITTEE shall serve for terms of five (5) years each. The five (5) initial members of the VIOLATIONS COMMITTEE shall be the President and Vice President of Hanover, Inc., plus three (3) other persons appointed by the unanimous action of the said President and Vice President of Hanover, Inc. In the event there aren't sufficient lot owners available to receive such appointments, initially, the VIOLATIONS COMMITTEE may function with a minimum of three (3) members until such time as there are sufficient lot owners in Hanover Subdivision to supply the additional three (3) members.

The terms of the initial members shall be as follows: President - five years; Vice President - four years; first lot owner - three years; second lot owner - two years; third owner - one year.

The terms of the members of the VIOLATIONS COMMITTEE shall run from the first day of June of each year, commencing June 1, 1989. Any owner of a lot and any officer of Hanover, Inc. shall be eligible to serve as a member of the VIOLATIONS COMMITTEE. Prior to May 1 of each year, commencing May 1, 1989, the Secretary of Hanover, Inc. shall mail a notice, by regular mail, to all lot owners of Hanover Subdivision advising the need to elect one (1) member to the VIOLATIONS COMMITTEE and giving the name of the incumbent member.

Lot members may make nominations to the Secretary of Hanover, Inc., in writing, on or before May 15 of the year in which the election is taking place. The Secretary shall mail to all members on or about May 15, 1989, a notice setting forth the names of the candidates for election to the vacant spot on the VIOLATIONS COMMITTEE. The members shall vote, by regular mail, and the candidate receiving a majority of the votes cast, shall be elected to the position. Each lot shall have one vote, regardless of the number of owners of the said lot.

It shall be the function of the VIOLATIONS COMMITTEE to receive from owners and/or residents of lots in Hanover Subdivision any complaints as to alleged violations of these Protective Covenants and Restrictions. Upon receipt of any written complaint concerning alleged violations, it shall be the duty of the VIOLATIONS COMMITTEE to carefully consider and review the complaint within five (5) days after having received the same.

If a quorum, present and voting, of the VIOLATIONS COMMITTEE shall determine, unanimously, that there is no merit to the complaint, the complaining party shall be so advised and no further action shall be taken.

If a majority of the members of a quorum of the VIOLATIONS COMMITTEE, shall vote to forward the complaint to the alleged violator, then it shall be the duty of the VIOLATIONS COMMITTEE to reasonably notify the alleged violator of the complaint and alleged violation. The notification shall be made by certified mail with return receipt requested.

In the event of any violation or attempted violation of any of the Covenants or Restrictions before the expiration date hereof (whether the original expiration date or the expiration date of any extensions hereof), it shall be lawful for any person

or persons owning any lots in Hanover Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such Covenants or Restrictions and either to prevent him or them from so doing and/or to recover damages for such alleged violations. PROVIDED HOWEVER, that it shall be a prerequisite for the taking of any legal or equitable proceedings against an alleged violator, that the complaining party follow the procedures above set forth in making the alleged violation known to the VIOLATIONS COMMITTEE and having action taken by the VIOLATIONS COMMITTEE, as above provided."

3. Paragraph 24 of the Protective Covenants and Restrictions, as added by the First Amended thereto, is hereby further amended to read as follows, to wit:

"24. ENTRYWAY MAINTENANCE ASSESSMENTS: The developers and present lot owners hereby acknowledge and agree that the entryway to Hanover Subdivision, consisting of the brick entry walls, sign and landscaping, is an integral part of the value and quality of the subdivision itself and that it is in the best interest of all owners of lots in Hanover Subdivision that the said entryway be properly maintained and kept in a good state of repair. It is further acknowledged that the entry street, as well as all other streets in Hanover Subdivision, have been dedicated to the City of Bentonville, Arkansas, for public use and maintenance. Subject to the public dedication of the entry streets, however, the lot owners within Hanover Subdivision shall be deemed collectively to have an interest in the maintenance and protection of the said entryway which consists of the brick entry walls, sign and landscaping.

It is agreed that, as and when from time to time, maintenance of or repairs to the entryway (brick entry walls, sign and landscaping) become necessary, the owners, acting by a majority vote of those attending a meeting called for that purpose, shall be authorized to levy an assessment against all lot owners, proportionately, to defray the costs of making such maintenance and repairs.

No lot owner of Hanover Subdivision shall be subject to any liability of any kind or nature to any third party with respect to the construction, maintenance or repair of the entryway (brick entry walls, sign or landscaping) by reason of the provisions of this paragraph, and the only liability to any such lot owner shall be the proportionate share of costs for repair and/or maintenance prescribed by a special assessment levied in accordance with this paragraph.

In the event five (5) or more lot owners of lots in Hanover Subdivision shall, in writing, request the ARCHITECTURAL CONTROL COMMITTEE to cause maintenance to take place or repairs to be made to the entryway, and shall specify the maintenance and repairs so desired, it shall be the duty of the ARCHITECTURAL CONTROL COMMITTEE to serve upon all owners of lots in Hanover Subdivision a written notice of the time and place for a meeting to consider such request, which notice shall identify the lot owners requesting the meeting and the purpose of the meeting. The notice shall be mailed or delivered to each lot owner at their residence address within Hanover Subdivision, or at the address of the owner reflected by the records of the Benton County Tax Collector, not less than ten (10) days prior to the date of a meeting to be called for that purpose. Any such notice shall be deemed to have been given when personally delivered or when deposited in the United States mail with proper postage attached and addressed as stated above.

At any such meeting, the chairperson shall be the Chairman of the ARCHITECTURAL CONTROL COMMITTEE and secretary shall be the Secretary of the ARCHITECTURAL CONTROL COMMITTEE. The minutes of the meeting shall be recorded by the Secretary and shall be signed by both the Secretary and Chairman when transcribed.

At the meeting, the ARCHITECTURAL CONTROL COMMITTEE shall first give the recommendation, if any, to the lot owners concerning the request for maintenance or repair under consideration.

After hearing and considering the recommendation of the ARCHITECTURAL CONTROL COMMITTEE and after hearing any further recommendations, statements or comments with respect to the matter, the Chairman shall put the request to a vote and if, by majority vote (one vote per lot) of the lot owners present at the meeting, either in person or by written proxy, the lot owners present determine to take any affirmative action such as authorized at the meeting, such action shall be binding upon all lot owners.

Prior to the commencement of the maintenance and/or repairs which might be so authorized, a detailed and final bid for all costs and expenses to be incurred in connection with same shall be secured by the ARCHITECTURAL CONTROL COMMITTEE and placed on file. The prorata share of the said bill for which each lot owner shall be responsible, shall be arithmetically determined and the lot owners shall be so notified, by United States mail, of their proportionate share of such costs and shall be requested to make payment within thirty (30) days after the mailing of such notice to them.

In the event there shall be a levy of a special assessment for maintenance and repair of the entrance way in accordance with this paragraph, any lot owner shall fail or refuse to pay his or her prorata share of such assessment in accordance with the provisions of this paragraph, then the prorata portion due with respect to that owner's lot, shall constitute a valid lien against the lot until paid. Evidence of the nonpayment of such prorata share and the establishment of a lien, shall take the form of an affidavit executed by the Chairman of the ARCHITECTURAL CONTROL COMMITTEE and notarized by the Secretary of the ARCHITECTURAL CONTROL COMMITTEE, stating that a meeting was properly called and held at which the assessment was levied; attaching a certified copy of the minutes of the meeting so levying such assessment; and further attaching a copy of the letter notifying the lot owner of the obligation to pay the assessment. The notice shall also include a legal description of the lot on which the unpaid assessment has been levied. The affidavit shall conclude by the verified statement that, to the best knowledge of the Chairman and Secretary of the ARCHITECTURAL CONTROL COMMITTEE, the assessment has not been promptly paid as required by paragraph 24 of the Articles of the Protective Covenants and Restrictions for Hanover Subdivision."

Except as specifically amended herein, all other provisions of the Protective Covenants and Restrictions for Hanover Subdivision, Phase I, Bentonville, Arkansas, dated and recorded September 28, 1987, in Benton County Deed Record Book 677 at pages 64 through 69, inclusive, as amended by the First Amendment thereto, shall remain in full force and effect.

DATED this 30th day of April, 1989.

HANOVER, INC
 By: Arnold D. Lehman Pres.
 ARNOLD D. LEHMAN, President
 By: James A. Von Brem
 JAMES A. VON BREM, Vice Pres.
 By: Carmen Lehman Sec.
 CARMEN LEHMAN, Secretary

(See following pages for signatures of Owners)

SIGNATURE PAGE FOR OWNER(S) OF LOT
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 22nd day of May, 1989.

Joseph Cherney
Owner
Earl D. Cherney
Owner

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I) (We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my) (our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 24 day of May, 1989.

David H. Goeman
Owner
Patricia E. Goeman
Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 25th day of May, 1989.

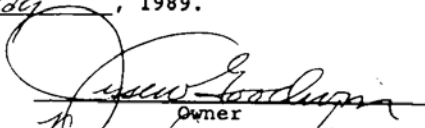
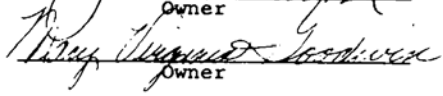
Rhonda B. Dassey
Owner
Jimmy B. Dassey
Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 25th day of May, 1989.


Owner

Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 27th day of MAY, 1989.

Robert E. Thurston
Owner
Dwight S. Thurston
Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 31ST day of May, 1989.

Arnold James Biddle, Jr.
Owner
Carroll James Lee
Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 31ST day of May, 1989.

Ronald L. Loman
Owner

Carmel L. Loman
Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 31ST day of MAY, 1989.

Ron Blackwell
Owner

Nella D. Blackwell
Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 31 day of May, 1989.

Donald W. Dauter
Owner



Arline Albert
Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 1 day of June, 1989.



Owner

Owner


Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 1st day of June, 1989.


Owner


Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 1 day of JUNE, 1989.

Gray W. Bennett
Owner
20974 J. J. Smith
Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 4th day of June, 1989.

Charles J. Kopecky
Owner

M. Rebecca Kopecky
Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 5 day of June, 1989.

Mae Simpson

Owner

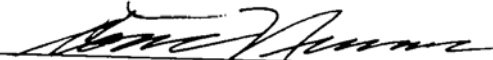
Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 05 day of JUNE, 1989.


Owner


Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712

SIGNATURE PAGE FOR OWNER(S) OF LOTS
IN HANOVER SUBDIVISION, PHASE I

(I)(We), the undersigned owner(s) of a lot in Hanover Subdivision, Phase I, Bentonville, do hereby execute this signature page to indicate (my)(our) approval of the AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR HANOVER SUBDIVISION, PHASE I, as executed by the officers of Hanover, Inc., and which is attached hereto and precedes this signature page.

DATED this 24 day of June, 1989.

Mark Glover
Owner
Sandy C. Glover
Owner

Return to: J. L. HENDREN
P. O. Box 589
Bentonville, AR 72712