

00 22270

FILED FOR RECORD
At 2:38 O'Clock P M

MAR 09 2000

PROTECTIVE COVENANTS
FOR TUCK'S CROSSING SUBDIVISION

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK

Benton County, Arkansas

The undersigned, as President and Secretary of Overland Development, Inc., the "Developer," establish and create the following Protective Covenants which shall apply to all of Tuck's Crossing, a subdivision of Benton County, Arkansas, more fully described as:

A part of the Fractional SW1/4 of Section 18, Township 20 North, Range 29 West of the Fifth Principal Meridian, Benton County, Arkansas and being described as follows:

Commencing at a stone found for the NW Corner of the Fractional NW 1/4 of the Fractional SW 1/4 of Section 18, T-20-N, R-29-W; thence South 00 degrees, 20 minutes, 53 seconds East 370.72 feet to the TRUE POINT OF BEGINNING, said point being a railroad spike set in the centerline of Tucks Chapel Road, also known as Benton County Road 42; thence leaving the centerline of Tucks Chapel Road and along the West Boundary of Marjon Subdivision, South 00 degrees, 20 minutes, 53 seconds East 687.43 feet to a found iron pin for the SE Corner of Marjon Subdivision; thence South 00 degrees, 17 minutes 40 seconds East 741.99 feet to a found iron pin; thence South 66 degrees, 52 minutes 36 seconds East 316.19 feet to a found iron pin; thence North 37 degrees, 49 minutes, 39 seconds East 321.50 feet to a found iron pin; thence South 79 degrees, 50 minutes, 35 seconds East 598.67 feet to a found iron pin, for the back common lot corner of Lots 11 and 12 of North Brush Creek Hills, Unit 1; thence along the Westerly Boundary of North Brush Creek Hills, Unit 1, North 30 degrees, 56 minutes, 36 seconds East 150.16 feet to a found iron pin; thence along the Westerly Boundary of North Brush Creek Hills, North 01 degree, 05 minutes, 04 seconds West 149.77 feet to a found iron pin; thence along the Westerly Boundary of North Brush Creek Hills, North 00 degrees, 59 minutes, 56 seconds East 14.59 feet to a found stone; thence along the Westerly Boundary of North Brush Creek Hills, North 87 degrees, 53 minutes, 30 seconds East 32.46 feet to a set iron pin; thence along the Westerly Boundary of North Brush Creek Hills, North 00 degrees, 03 minutes, 52 seconds West 117.00 feet to a found iron pin thence along the Westerly Boundary of North Brush Creek Hills, North 00 degrees, 09 minutes, 46 seconds West 749.08 feet to a found iron pin; thence along the Westerly Boundary of North Brush Creek Hills, North 00 degrees, 06 minutes, 55 seconds, West 149.63 feet to a found iron pin; thence along the Westerly Boundary of North Brush Creek Hills, North 00 degrees, 06 minutes, 19 seconds West 113.95 feet to a set iron pin; thence leaving the Westerly Boundary of North Brush Creek Hills, South 83 degrees, 37 minutes, 31

Ret - Rogers Land Co. 121 N. 2ND Rogers, Ar 72756

4268

seconds West 265.54 feet to a set iron pin; thence North 00 degrees, 08 minutes, 49 seconds West 96.89 feet to a set railroad spike on the centerline of Tucks Chapel Road; thence along the centerline of Tucks Chapel Road, South 69 degrees, 10 minutes, 46 seconds West 141.96 feet to a set PK Nail and Washer; thence along the said centerline, South 72 degrees, 37 minutes, 33 seconds West 129.67 feet to a set PK Nail and Washer; thence along the said centerline South 77 degrees, 52 minutes, 54 seconds West 65.75 feet to a set PK Nail and Washer; thence along the said centerline North 89 degrees 48 minutes, 02 seconds West 62.07 feet to a set PK Nail and Washer, thence along the said centerline of Tucks Chapel Road, North 88 degrees, 14 minutes, 55 seconds West 542.66 feet to the TRUE POINT OF BEGINNING, containing 38.04 acres and being subject to the right-of-way of Tucks Chapel Road along that part of the North side, a overhead electric power-line running Southwest-Northeast across the NW 1/4 of the SW 1/4 of Section 18, T-20-N, R-29-W and to all other easements and right-of-ways of record or fact.

BASIS OF BEARINGS, A Survey Plat of lots 13, 14, and 15 of North Brush Creek Hills, Unit 1, as shown in Plat Record Book 14 at Page 228 and filed for record on the 20th day of March 1989 in the Office of the Benton County Clerk.

All as shown on a plat of the subdivision recorded on 28 July 1997 at Plat Book 236, page 17 of the records of Benton County, Arkansas.

PROTECTIVE COVENANTS

1. USE LIMITATIONS. Lots shall be used solely residential purposes, except those tracts of land specifically designated as "Common Areas."

Except for the business of the Developer furthering its sales program, the practice of any profession or the carrying on of any commercial activity within Tuck's Crossing is prohibited.

2. BUILDING LIMITATIONS.

(a) Height. No residential structure shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling, not to exceed two (2) stories in height.

(b) Area. The ground floor area of the main structure, exclusive of one story porches, carports, and garages on one level, shall not be less than 1500 square feet. "Ground floor" shall mean heated and cooled living space on one level.

(c) Garage. Each residential structure shall be accompanied by a two-car garage with minimum inside dimensions of 22 feet by 22 feet. The garage may be attached or detached from the residential structure and may be constructed to accommodate more than two cars but not more than four cars.

(e) Driveway. An asphalt or concrete driveway shall be constructed to each garage. The driveway shall have a minimum width of 12 feet.

(f) Roof. All residential structures and outbuildings shall have main roofs with a minimum 7/12 pitch. Additional roofs may have a lower pitch. All roofs must be shingled with architectural shake shingles or their equivalent.

(g) Exterior. The exteriors of all residential structures and outbuildings must be not less than 25 percent brick, stone, stucco, or a masonry material approved by the Architectural Control Committee. The 25 percent limitation applies to the entire exterior of the structure (windows and door openings included).

(h) Outbuildings. One storage building (exclusive of a detached garage) is permitted but it must appear compatible and acceptable with the surrounding buildings, must not exceed 160 square feet in size, and shall not be used as a residence. Any storage building must not be located nearer than 50 feet from any street easement line. Any storage building must be painted the same color as the residence located on the lot. No storage building will be allowed on a lot unless there is also a residence on the lot. Also, outside storage is not permitted unless there is a residence on the lot.

(i) Approval of Design. The design of each residential structure and outbuilding shall be approved by the Architectural Control Committee.

(j) Common Ownership of Adjoining Lots. If two or more adjacent lots have a common owner, then the common lot line or lines of the lots may be considered to be removed and the lots considered as one for compliance.

3. TEMPORARY STRUCTURES: No structure of a temporary character, basement, tent, shack, garage, barn is permitted.

4. SETBACKS. No building shall be placed closer to the roads and streets than the setback shown on the recorded subdivision plat for Tuck's Crossing. Provided, if this requirement creates an undue hardship upon the owner, such setback may be modified by the Architectural Control Committee as necessary to prevent the hardship.

For the purpose of this covenant, eaves, steps, and open porches shall be considered a part of the building.

5. FENCES. No fence shall be greater than six (6) feet in height. No fence shall extend beyond those corners of the house which face the street easement line. Fences shall be constructed of chain link material or wood boards. All fences must be approved by the Architectural Control Committee.

6. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub that obstructs a sight-line at elevation between two (2) and six (6) feet above roadways shall be placed or 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 streets property lines. The same sight-lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with edge of a driveway or alley. No tree shall be permitted to remain within such distance of such an intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the sight-line.

7. SIGNS. Signs are prohibited in Tuck's Crossing, except:

(a) Signs erected by the Developer for dedication of streets, traffic control and directional purposes.

(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 5 square feet in area.

8. UTILITY EASEMENTS. Developer reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over, and under the easements areas so designated on the plat of Tuck's Crossing subdivision to maintain and use electrical and telephone poles, wire, cable, conduits, water mains, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewage collection and disposal purposes and for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all of Tuck's Crossing subdivision. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this section.

The owners other than the Developer of the lot or lots subject to the privileges, rights and easements referred to in this section shall acquire no right, title or interest in or to any poles, wire, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over and under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the plat of Tuck's Crossing subdivision are and shall remain private easements and the sole and exclusive property of the Developer.

9. USE OF EASEMENT AREAS. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels within the easements or which may obstruct or retard the flow of water through drainage channels within the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the Developer, a public authority, or utility company is responsible.

10. NUISANCE.

(a) General. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done on a lot which may become an annoyance or a nuisance to the neighborhood.

(b) Pets. Household pets may be kept provided that kennels are not maintained or such activity is done for any commercial purposes. Dogs shall not be allowed to run within Tuck's Crossing. All dogs must be leashed or penned. "Exotic" pets which represent a distinct danger to the community are prohibited.

(c) Dumping. No lot or tract may or shall be used for camping or maintained as a dumping area for rubbish or waste materials.

(d) Trash. Trash, garbage, or other waste incidental to the use of the property shall be kept in an enclosed sanitary container.

(e) Agriculture and Livestock. No agriculture of any nature or manner shall be allowed nor shall live stock be kept on any lot.

(f) Oil and Mining Operations. No oil drilling, oil development operations or oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot or parcel of land in Tuck's Crossing, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lot or parcel of land. No derrick or other structure designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any lot or parcel of land.

11. LOT APPEARANCE.

(a) General. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall in no event use any lot for storage of material or equipment, except for normal residential requirements or incident to construction of improvements on the lot as permitted by these covenants.

(b) Junk, Abandoned, or Inoperable Vehicles. No vehicles, machinery of any kind that is in the process of being torn down, repaired or built or in any state of junk or in any condition that creates an unsightly appearance will be permitted on the streets or lots for a period exceeding one week.

(c) Parking in Streets. No vehicle shall remain parked on the streets for more than three (3) consecutive days.

(d) Parking in Yards. No motor homes, travel trailers, trailers, or boats shall be parked in the front yard or on the driveways for more than one day. These items may be parked in the back yard provided they are screened from sight from the street or from neighbors by fencing or shrubs.

12. REMEDIES FOR DEFAULT IN OBSERVANCE OF COVENANTS.

If any owner or occupant of any lot fails to observe one or more of these covenants and such failure continues after ten (10) days written notice of the violation delivered to the owner or occupant, the Developer, the Property Owner's Association, or any property owner within Tuck's Crossing may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) the offending lot, remove or cause to be removed any garbage, trash, rubbish, or do any other things necessary for compliance with these restrictions, so as to place the offending lot in a neat, attractive and healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable costs of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon request. The payment of such charges, if incurred by the Developer or the Property Owners Association is secured by a lien on the offending lot.

13. MAINTENANCE FEE.

(a) General. The Developer, its successors and assigns (including the Property Owners Association), shall collect an annual maintenance fee for the common grounds and amenities. This annual maintenance fee will be due on or before 1 January of each year beginning on 1 January 1999.

(b) Amount. The annual maintenance fee shall be \$ _____ for the first year of collection. This fee may be increased, at the option of the Developer, its successors, or assigns, by not more than fifteen (15) percent over any five year period.

(c) Use. The maintenance fees shall be used exclusively for the purpose of creating, maintaining, and repairing the common grounds and amenities of Tuck's Crossing, including but not limited to the payment of taxes and insurance, repair, replacement and additions, and for the costs of labor, equipment, materials, management, and supervision.

(d) Lien. Any maintenance fee or special assessment not paid within thirty (30) days after it becomes due shall become a lien on the lots which may be foreclosed by legal or equitable proceedings. In such an event, the assessment shall bear interest from the date of the delinquency at the rate of six (6) percent per annum, and there shall be added to the amount of the assessment the costs of preparing and filing the complaint in such proceeding. If a judgment is obtained, the judgment shall include interest as described above and a reasonable attorney's fee and the costs of the proceeding.

14. PROPERTY OWNERS' ASSOCIATION.

(a) Creation. Within sixty (60) days after the 21st (twenty-first) lot within Tuck's Crossing has been sold by the Developer to a third party, the existing property owners and the Developer shall form a property owners association. Officers will be elected at that time.

(b) Function. The Property Owners' Association shall operate as a non-profit corporation and have bylaws and shall have as its members owners of all lots within the above described property. Once the Developer, its successors or assigns, has fully divested itself of ownership of all lots within Tuck's Crossing, all responsibilities, rights, and obligations of the Developer, its successors or assigns shall pass to the Property Owners' Association. Any interest that the Developer, its successors or assigns has in the common properties shall be conveyed to the Property Owners' Association.

(c) Voting. Each lot within Tuck's Crossing will be entitled to one vote at meetings of the Property Owner's Association. Unless the Property Owners' Association is instructed otherwise, in writing, the first named party on the deed to a lot shall be the person entitled to vote.

(d) Architectural Control Committee. A three-member Architectural Control Committee will be elected from the membership of the Property Owners' Association. Voting will be cumulative. Until such time as the Architectural Control Committee is formed, the Developer will serve in that capacity.

GENERAL PROVISIONS.


A. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instruments signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

B. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

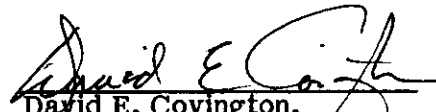
C. SEVERABILITY. Invalidation of any one of these covenants by judgment or Court order shall in nowise affect any of the other provisions and shall remain in full force and effect.

WITNESS OUR hands this 15 day of June, 1998.

ATTEST:


Joanne M. Covington,
Secretary

OVERLAND DEVELOPMENT, INC.


David E. Covington,
President

ACKNOWLEDGMENT

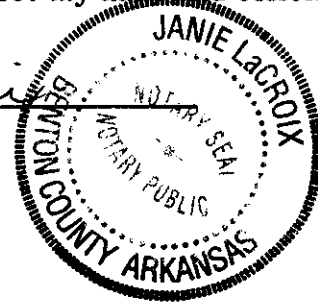
STATE OF ARKANSAS
COUNTY OF BENTON

On this 15th day of June, 1998, before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the above state and county, appeared in person the within named David E. Covington and Joanne M. Covington, to me personally known, who stated that they were the President and Secretary of Overland Development, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of the corporation, and further stated and acknowledged that they had so signed, executed and delivered this instrument for the stated consideration, uses, and purposes.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15th day of June, 1998.

Janie La Croix
Notary Public

My commission expires: 8-25-09



9385s0304

2004 53761
Recorded in the Above
Deed Book & Page 2004/53761
11-17-2004 02:00:42 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

WAIVER OF STRICT COMPLIANCE WITH THE
PROTECTIVE COVENANTS FOR
TUCK'S CROSSING SUBDIVISION WITH
RESPECT TO LOT 17

Book/Pg: 2004/53761
Term/Cashier: CIRCLK04 / SWhite
Plan: 2400.75709.201561
Recorded: 11-17-2004 14:01:06
DFE Deed
REC Recording Fee
Total Fees: \$ 47.00

47.00
0.00

We, all of the owners of lots within Tuck's Crossing Subdivision, as shown on a plat recorded in the records of Benton County, Arkansas, at book P1, pages 551-52, for \$1.00 and other good and valuable consideration, enter into this Waiver of Strict Compliance with the Protective Covenants for Tuck's Crossing Subdivision with Respect to Lot 17.

We agree that this Waiver is conditioned upon the owners of Lot 17 bricking the entire east and west exterior walls of the house situated on this lot to match the brick on the front of the house and adding two dormers to the front roof of the structure within six months from the date this Waiver is filed for record.

If the owners of Lot 17 make the improvements described above, then each of us waives strict compliance with section 2(f) of the Protective Covenants which requires that the main roof have a minimum pitch of 7/12.

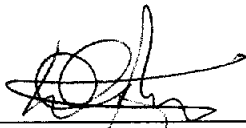
This Waiver shall apply only to Lot 17.

This Waiver binds the current owners, their estates, heirs, successors, and assigns of all lots within Tuck's Crossing Subdivision.

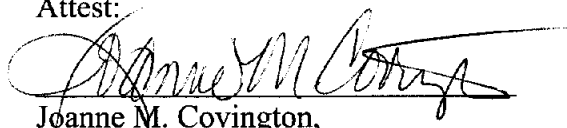
Dated this 21 day of October 2004.

Witness our hands and seals:

Overland Development, Inc.
(Lots 3, 12, 14, 25, 30, 31, 33)

By: 

David E. Covington, President

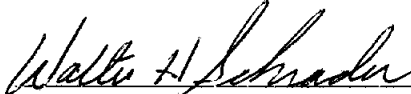
Attest:

Joanne M. Covington,
Secretary

Ronald Hensley (Lot 1)

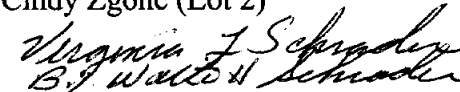
Roxanne Hensley (Lot 1)

Gerald Zgonc (Lot 2)

Cindy Zgonc (Lot 2)



Walter H. Schrader
(Lots 7, 8, 15, 16, 25, 28, 41, 42)


By Walter H. Schrader
ATTORNEY IN FACT

Virginia L. Schrader
(Lots 7, 8, 15, 16, 25, 28, 41, 42)

Jeff B. Roth (Lots 4, 5)

Dana R. Roth (Lots 4, 5)

Roger Pringnitz (Lot 6)

Todd Fricke (Lot 9)

Paula Fricke (Lot 9)

Kevin Gerlt Construction, Inc.
(Lot 10)

By:

Kevin Gerlt, President

Attest:

Secretary

Jermaine Brown (Lot 11)

Jessica Brown (Lot 11)

Christopher A. Jackson (Lot 13)

Barbara L. Jackson (Lot 13)

Gregory A. Ware (Lot 17)

Cassy A. Ware (Lot 17)

Marvin G. Post (Lot 18)

Janet L. Post (Lot 18)

Kris Almeida (Lot 19)

Kristen Almeida (Lot 19)

Bastian Family Revocable Trust (Lot 20)

By:

Rodney W. Bastian, Trustee

Geogia N. Bastian, Trustee

W. J. Myers (Lots 21, 22)

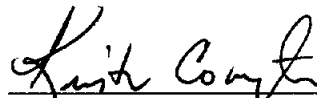
Mary L. Myers (Lots 21,22)

Russell McCall (Lot 23)

Nichole McCall (Lot 23)



David Eric Covington (Lot 24)



Kristin Covington (Lot 24)

Scott A. Mayberry (Lot 26)

Amy J. Mayberry (Lot 26)

Joe A. Helms (Lot 27)

Joyce R. Helms (Lot 27)

Jeffrey S. Kinard (Lot 29)

Shandra D. Kinard (Lot 29)

Gary Orr (Lot 32)

Marcia Beth Orr (Lot 32)

Howard L. Sanders (Lot 34)

David R. Broadbooks (Lot 35)

Gloria Broadbooks (Lot 35)

Gene Webb (Lot 36)

Tammy Webb (Lot 36)

Jerry Reed (Lot 37)

Steven C. Evans (Lot 38)

Deonna Evans (Lot 38)

Sharon M. Bain (Lot 39)

Jerry J. Bain (Lot 39)

Travis Boysen (Lot 40)

Laura Boysen (Lot 40)

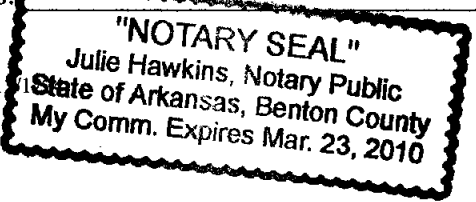
STATE OF ARKANSAS
COUNTY OF BENTON

SWORN TO AND SUBSCRIBED TO before me, a notary public, this 21 day of October 2004.

Julie Hawkins
Notary Public

My commission expires: 3-23-10

Tuck's Crossing - Waiver for Lot 1



**WAIVER OF STRICT COMPLIANCE WITH THE
PROTECTIVE COVENANTS FOR
TUCK'S CROSSING SUBDIVISION WITH
RESPECT TO LOT 17**

We, all of the owners of lots within Tuck's Crossing Subdivision as shown on a plat recorded in the records of Benton County, Arkansas, at book P1, pages 551-52, for \$1.00 and other good and valuable considerations, enter into this Waiver of Strict Compliance with the Protective Covenants for Tuck's Crossing Subdivision with Respect to Lot 17.

We agree that this Waiver is conditioned upon the owners of Lot 17 bricking the entire east and west exterior walls if the house situated on this lot to match the brick on the front of the house and adding two dormers to the front roof of the structure within six months from the date this waiver is filed for record.

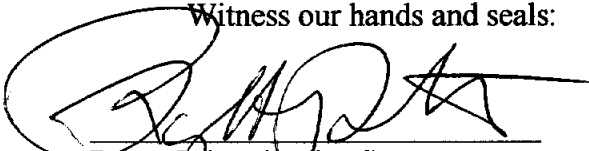
If the owners of Lot 17 make the improvements described above, then each of us waives strict compliance with section 2(f) of the Protective Covenants which requires that the main roof have a minimum pitch of 7/12.

This Waiver shall apply only to lot 17.

This waiver binds the current owners, their estates, heirs, successors, and assigns of all lots within Tuck's Crossing Subdivision.

Dated this 8 day of January 2004

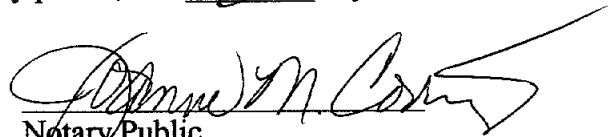
Witness our hands and seals:



Roger Pringnitz (lot 6)

STATE OF ARKANSAS
COUNTY OF BENTON

SWORN TO AND SUBSCRIBED TO before me, a notary public, this 8 day of January 2003.



Notary Public

My commission expires: 5-12-12

**WAIVER OF STRICT COMPLIANCE WITH THE
PROTECTIVE COVENANTS FOR
TUCK'S CROSSING SUBDIVISION WITH
RESPECT TO LOT 17**

We, all of the owners of lots within Tuck's Crossing Subdivision as shown on a plat recorded in the records of Benton County, Arkansas, at book P1, pages 551-52, for \$1.00 and other good and valuable considerations, enter into this Waiver of Strict Compliance with the Protective Covenants for Tuck's Crossing Subdivision with Respect to Lot 17.

We agree that this Waiver is conditioned upon the owners of Lot 17 bricking the entire east and west exterior walls if the house situated on this lot to match the brick on the front of the house and adding two dormers to the front roof of the structure within six months from the date this waiver is filed for record.


If the owners of Lot 17 make the improvements described above, then each of us waives strict compliance with section 2(f) of the Protective Covenants which requires that the main roof have a minimum pitch of 7/12.

This Waiver shall apply only to lot 17.

This waiver binds the current owners, their estates, heirs, successors, and assigns of all lots within Tuck's Crossing Subdivision.

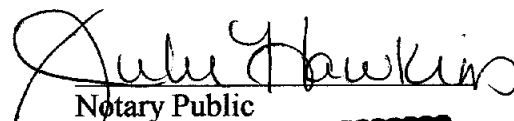
Dated this 9 day of April 2004.

Witness our hands and seals:

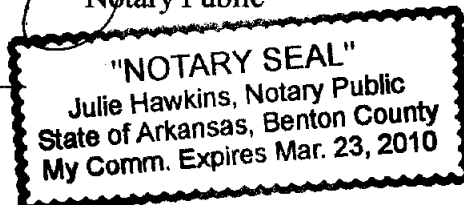

Bryan Sanders (lot 34)

STATE OF ARKANSAS
COUNTY OF BENTON

SWORN TO AND SUBSCRIBED TO before me, a notary public, this 9 day of
April 2004.


Notary Public

My commission expires: 3-23-10



**WAIVER OF STRICT COMPLIANCE WITH THE
PROTECTIVE COVENANTS FOR
TUCK'S CROSSING SUBDIVISION WITH
RESPECT TO LOT 17**

We, all of the owners of lots within Tuck's Crossing Subdivision as shown on a plat recorded in the records of Benton County, Arkansas, at book P1, pages 551-52, for \$1.00 and other good and valuable considerations, enter into this Waiver of Strict Compliance with the Protective Covenants for Tuck's Crossing Subdivision with Respect to Lot 17.

We agree that this Waiver is conditioned upon the owners of Lot 17 bricking the entire east and west exterior walls if the house situated on this lot to match the brick on the front of the house and adding two dormers to the front roof of the structure within six months from the date this waiver is filed for record.

If the owners of Lot 17 make the improvements described above, then each of us waives strict compliance with section 2(f) of the Protective Covenants which requires that the main roof have a minimum pitch of 7/12.

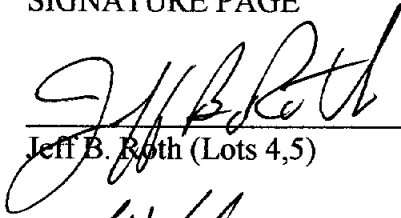
This Waiver shall apply only to lot 17.

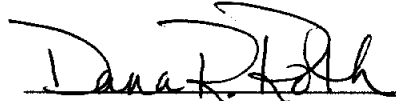
This waiver binds the current owners, their estates, heirs, successors, and assigns of all lots within Tuck's Crossing Subdivision.

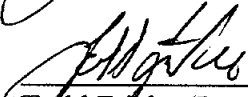
Dated this 14 day of OCTOBER 2004.

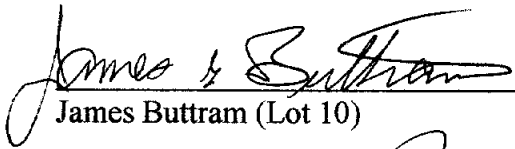
Witness our hands and seals:

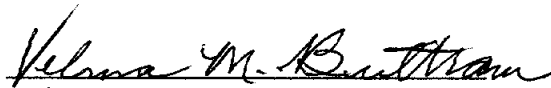
WAIVER OF STRICT COMPLIANCE - Lot 17
SIGNATURE PAGE

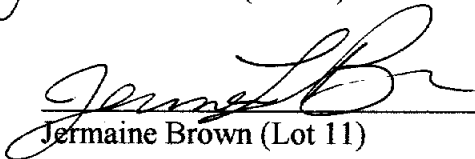

Jeff B. Roth (Lots 4,5)

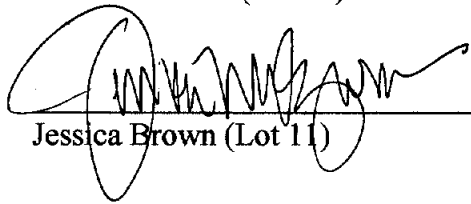

Dana R. Roth (Lots 4,5)

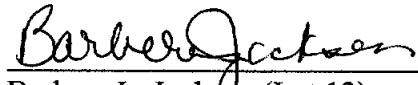

Todd Fricke (Lot 9)

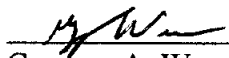

James Buttram (Lot 10)

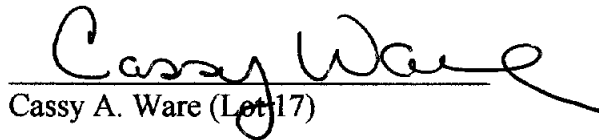

Velma Buttram (Lot 10)

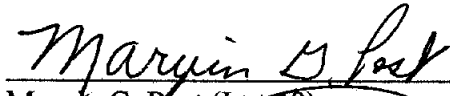

Jermaine Brown (Lot 11)

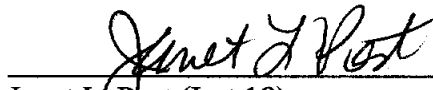

Jessica Brown (Lot 11)

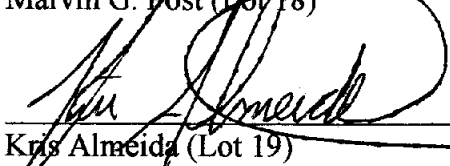

Barbara L. Jackson (Lot 13)

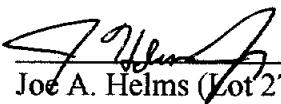

Gregory A. Ware (Lot 17)

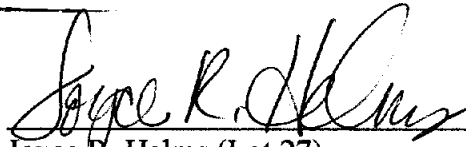

Cassy A. Ware (Lot 17)

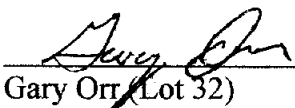

Marvin G. Post (Lot 18)



Janet L. Post (Lot 18)

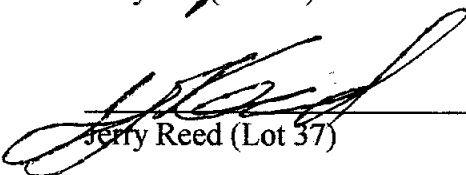

Kris Almeida (Lot 19)


Joe A. Helms (Lot 27)


Joyce R. Helms (Lot 27)


Gary Orr (Lot 32)


Marcia Beth Orr (Lot 32)


Jerry Reed (Lot 37)

WAIVER OF STRICT COMPLIANCE - Lot 17
SIGNATURE PAGE

Jerry J. Bain
Jerry J. Bain (Lot 39)

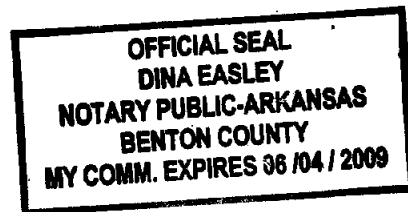
Sharon M. Bain
Sharon M. Bain (Lot 39)

STATE OF ARKANSAS
COUNTY OF BENTON

SWORN TO AND SUBSCRIBED TO before me, a notary public, this 14 day of
October 2004.

Dina Easley-Harrell
Notary Public

My commission expires: 6/4/2009



**WAIVER OF STRICT COMPLIANCE WITH THE
PROTECTIVE COVENANTS FOR
TUCK'S CROSSING SUBDIVISION WITH
RESPECT TO LOT 17**

We, all of the owners of lots within Tuck's Crossing Subdivision as shown on a plat recorded in the records of Benton County, Arkansas, at book P1, pages 551-52, for \$1.00 and other good and valuable considerations, enter into this Waiver of Strict Compliance with the Protective Covenants for Tuck's Crossing Subdivision with Respect to Lot 17.

We agree that this Waiver is conditioned upon the owners of Lot 17 bricking the entire east and west exterior walls if the house situated on this lot to match the brick on the front of the house and adding two dormers to the front roof of the structure within six months from the date this waiver is filed for record.

If the owners of Lot 17 make the improvements described above, then each of us waives strict compliance with section 2(f) of the Protective Covenants which requires that the main roof have a minimum pitch of 7/12.

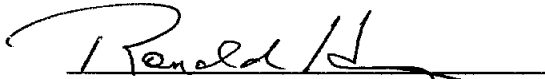
This Waiver shall apply only to lot 17.

This waiver binds the current owners, their estates, heirs, successors, and assigns of all lots within Tuck's Crossing Subdivision.


Dated this 20th day of October 2004.

Witness our hands and seals:


WAIVER OF STRICT COMPLIANCE - Lot 17
SIGNATURE PAGE




Ronald Hensley (Lot 1)



Roxanne Hensley (Lot 1)



Gerald Zgonc (Lot 2)




Cindy Zgonc (Lot 2)

Jeff B. Roth (Lots 4,5)

Dana R. Roth (Lots 4,5)

Todd Fricke (Lot 9)




Paula Fricke (Lot 9)

James Buttram (Lot 10)

Velma Buttram (Lot 10)

Jermaine Brown (Lot 11)

Jessica Brown (Lot 11)



Christopher A. Jackson (Lot 13)

Barbara L. Jackson (Lot 13)


Gregory A. Ware (Lot 17)

Cassy A. Ware (Lot 17)

Marvin G. Post (Lot 18)

Janet L. Post (Lot 18)

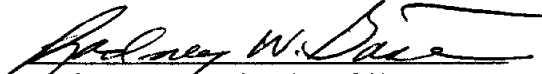
Kris Almeida (Lot 19)

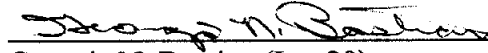



Kristen Almeida (Lot 19)


WAIVER OF STRICT COMPLIANCE – Lot 17
SIGNATURE PAGE


Bastian Family Revocable Trust
By:

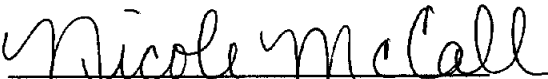

Rodney W. Bastian (Lot 20)

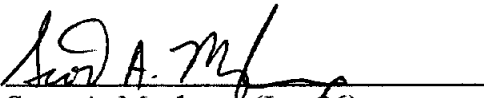

Georgia N. Bastian (Lot 20)

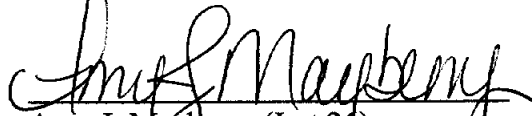

W.J. Myers (Lots 21, 22)


Mary L. Myers (Lots 21, 22)



Russell McCall (Lot 23)


Nichole McCall (Lot 23)



Scott A. Mayberry (Lot 26)


Amy J. Mayberry (Lot 26)

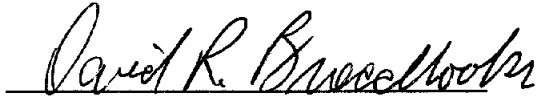
Joe A. Helms (Lot 27)


Danny Kolman (Lot 29)


Joyce R. Helms (Lot 27)



Jessica Kolman (Lot 29)

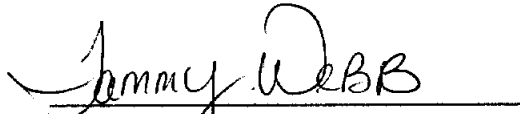
Gary Orr (Lot 32)


David R. Broadbooks (Lot 35)

Marcia Beth Orr (Lot 32)


Gloria Broadbooks (Lot 35)


Gene Webb (Lot 36)


Tammy Webb (Lot 36)

Jerry Reed (Lot 37)

2004 53774
Recorded in the Above
Deed Book & Page
11-17-2004 02:00:42 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

WAIVER OF STRICT COMPLIANCE - Lot 17
SIGNATURE PAGE

Steven C. Evans
Steven C. Evans (Lot 38)

Deonna Evans
Deonna Evans (Lot 38)

Jerry J. Bain (Lot 39)

Sharon M. Bain (Lot 39)

Travis Boysen
Travis Boysen (Lot 40)

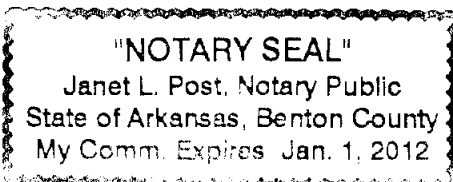
Laura Boysen
Laura Boysen (Lot 40)

STATE OF ARKANSAS
COUNTY OF BENTON

SWORN TO AND SUBSCRIBED TO before me, a notary public, this 20th day of
October 2004.

Janet L. Post
Notary Public

My commission expires: Jan 1, 2012



Benton County, AR
I certify this instrument was filed on
11-17-2004 02:00:42 PM
and recorded in Deed Book
2004 at pages 53761 - 53774
Brenda DeShields-Circuit Clerk

**AMENDMENT TO
PROTECTIVE COVENANTS
FOR TUCK'S CROSSING SUBDIVISION
BENTON COUNTY, ARKANSAS**

2006 24698
Recorded in the Above
Deed Book & Page
05-16-2006 08:31:32 AM
Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2006/24698
Cashier: CIRCLK04 / white
Tran: 4178.123897.346511
Recorded: 05-16-2006 08:31:46
DFE Deed
REC Recordings Fee
Total of Tuck's Crossing, a

14.00
0.00

The following Amendment is for the Protective Covenants which shall apply to all of Tuck's Crossing, a subdivision of Benton County, Arkansas.

Amendment #1: OPERATION OF OFF ROAD VEHICLES

The operation upon the streets within the Subdivision of, all-terrain vehicles, dirt bikes or other motorized non-licensed vehicles is expressly prohibited. Excluded from this amendment are riding lawn mowers and lawn tractors. All travel upon the streets within the Subdivision shall adhere to the posted Speed Limit of the Subdivision at all times.

AS A PROPERTY OWNER IN THE TUCK'S CROSSING SUBDIVISION OF BENTON COUNTY, ARKANSAS, I

VOTE YES

TO ADD THIS AMEMDMENT TO THE PROTECTIVE COVENANTS.

NAME AND ADDRESS

- | | |
|---|---|
| 1. <u>Bill Biers 138 Pueblo</u> | 11. <u>Myra & Wendell Tegethoff</u> |
| 2. <u>Dustin Madewell 5109 N. Claymore</u> | 12. <u>S-Fyl & Karrie Pichel</u> |
| 3. <u>Greg Brien 142 Pueblo</u> | 13. <u>Philip Poe</u> |
| 4. <u>W.F. Meyer 5002 N. LARAMIE</u> | 14. <u>St. Laszlo</u> |
| 5. <u>W.F. Meyer 5992 N. LARAMIE</u> | 15. <u>Myra</u> |
| 6. <u>Travis & Laura Boyson 140 Pueblo</u> | 16. <u>Jerry & Susan Kees</u> |
| 7. <u>M. E. Mrs. Webb 5108 Cherokee</u> | 17. <u>Ron King</u> |
| 8. <u>Chris Jackson 145 Pueblo</u> | 18. <u>Jewel Wilson</u> |
| 9. <u>DAVE & GLORIA BROADBOOKS, 138 PINTO</u> | 19. <u>Jim Smith</u> |
| 10. <u>Dan Nelson 139 Pueblo</u> | 20. <u>Dog & Jessica</u> |
| | 21. <u>Bob & Georgia Davis</u> |
| | 22. <u>Ray Curtis</u> |

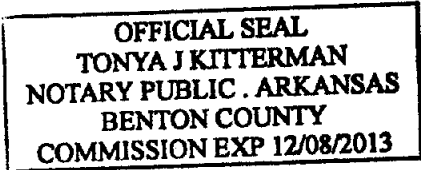
23. Steven & Joanna Evans
24. J. Roth
25. J. Roth
26. J. Byner
27. Gary Beck
28. J. Roth
29. Marvyn Post & Janet Post
30. Russell McCall
31. Gary & Betsy Orr
32. Kenneth Shook

2006 24700
Recorded in the Above
Deed Book & Page
05-16-2006 08:31:32 AM
Brenda DeShields-Circuit Clerk
Benton County, AR

VERIFICATION

STATE OF ARKANSAS)
) SS.
COUNTY OF BENTON)

Comes now, Dustin Madewell, President, Tucks Crossing Property Owners' Association, state that I have witnessed each property owner signing the Amendment to the Protective Covenants.



Dustin Madewell

SUBSCRIBED AND SWORN to before me this 15 day of May, 2006.

Tonya J Kitterman

Notary Public

MY COMMISSION EXPIRES:
12/8/2013

Benton County, AR
I certify this instrument was filed on
05-16-2006 08:31:32 AM
and recorded in Deed Book
2006 at pages 24698 - 24700
Brenda DeShields-Circuit Clerk