

PROTECTIVE COVENANTS
FOR
FAIRCHILD 3 SUBDIVISION

We, Marvin and Loretta Fairchild and B.D. Fairchild, Owners, have caused certain lands to be platted into an addition known as Fairchild 3 Subdivision to the City of Rogers, Benton County, Arkansas. The plat appears of record in plat book 14 at page 298 in the office of Recorder of Benton County.

1. PREMISES. We wish to provide for the highest residential use of the lands and to restrict the use of the lands as such. We, therefore, adopt the following covenants and agree that these covenants shall apply to all the land now platted as the Fairchild 3 Subdivision to the City of Rogers, Arkansas, as covenants running with the land, said land being described as follows:

LEGAL DESCRIPTION: A Part of the NW 1/4 of the NW 1/4 Section 14, T-19-N, R-30-W, Benton County, Arkansas, being described as beginning at a point 61.60 feet S 00 degrees 41' 27" E of the NW Corner of said NW 1/4 of the NW 1/4; thence S 88 degrees 17' 25" E a distance of 660.00 feet; thence S 00 degrees 41' 27" E 660.00 feet thence N 88 degrees 17' 25" W 660.00 feet; thence N 00 degrees 41' 27" W 660 feet to the point of beginning and containing 9.991 acres. Less and except a tract of land beginning at the NW Corner of said tract, thence S 00 degrees 41' 27" E a distance of 660.00 feet; thence S 88 degrees 17' 25" E a distance 30.00 feet; thence N 02 degrees 19' 46" E a distance of 456.2 feet; thence N 01 degrees 38' 46" E a distance of 50.00 feet; thence N 00 degrees 28' 20" W a distance of 102.86 feet; thence N 05 degrees 05' 42" E a distance of 50.55 feet; thence N 88 degrees 17' 25" W a distance of 61.60 feet to the point of beginning and containing 0.70 acres. Also less and except a tract of land beginning at the NW Corner of said tract, thence S 88 degrees 17' 25" E a distance of 135.08 feet to the point of beginning, thence S 77 degrees 21' 52" E a distance of 48.23 feet; thence S 84 degrees 37' 15" E a distance of 66.09 feet; thence S 87 degrees 17' 26" E a distance of 96.61 feet; thence S 88 degrees 56' 03" E a distance of 315.48 feet; thence N 00 degrees 41' 26" W a distance of 11.52 feet; thence N 88 degrees 17' 25" W a distance of 524.92 to the point of beginning, said tract containing 0.15 acres.

FILED FOR RECORD
At 12 O'clock A.M.
NOV 22 1989
SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK

William & Schmonney & Wood PA
22171. 3rd St Rogers Ark 72756

8386A

2. LAND USE AND ZONING. Each lot shall:

- A. Have a minimum building set back line from each street any part of the building(s) faces of twenty-five (25) feet.
- B. Have a minimum set back line from the rear of the lot of twenty (20) feet.
- C. Have a minimum set back line from the sides of the lot of seven and one half (7.5) feet.
- D. Be used exclusively for detached single family homes.
- E. Otherwise conform to the zoning requirement for Residential R-1A Zone areas as defined by the City of Rogers Zoning Code as it now exists.
- F. Remain one lot and shall not be subdivided into more than one lot.

3. DWELLING SIZE AND QUALITY.

- A. Each dwelling shall have a minimum of one thousand three hundred fifty (1350) square feet, excluding the garage area, of heated living area.
- B. Each dwelling shall have a two (2) car garage.
- C. No garage area shall ever be converted into a living area.
- D. Sixty percent (60%) of the exterior must be constructed of brick or stone.
- E. Each dwelling shall be of new construction and of the highest quality construction and the probable cost of each dwelling, excluding cost of the lot, shall be at least \$55,000.00 at presently prevailing cost levels.
- F. All accessory buildings shall be constructed of the same materials as the dwelling and the quality and type of construction shall be subject to the approval of the Architectural Control Committee.

4. FENCES.

- A. There shall be no fences constructed within any easement located in the subdivision. A fence constructed adjacent to any easement located in the subdivision shall permit unrestricted access to the easement of a minimum of twenty (20) feet in width and without height restriction. The purpose of this provision is to permit unrestricted access for ingress and egress for maintenance of easement areas.
- B. For each lot, the maximum ground surface area that may be enclosed by a fence, or fence connected to the dwelling or accessory buildings is two hundred (200) square feet. If a fence or fence connected to the dwelling and/or accessory buildings does

not fully enclose an area, to determine the maximum fenced area, fence lines shall be assumed to extend until the fence lines intersect or intersect with the dwelling or accessory buildings.

- C. All fences shall be constructed of wood. No weld wire, chain link, barbed wire, webb wire, poultry netting, or other farm-type fencing shall be allowed.
- D. No fence shall extend beyond the front part of the dwelling (that part of the dwelling which faces the street). For the purposes of dwellings situated on corner lots, no fence shall extend beyond the front part of any side of the dwelling which faces the street.

5. ARCHITECTURAL CONTROL COMMITTEE.

- A. The owners of all unimproved lots shall constitute the Architectural Control Committee, each owner having one vote for each lot owned. The Committee will determine its own procedures and rules.
- B. The size, design, location and site development of dwellings, permitted accessory buildings, and fences in this addition shall be subject to the prior approval of the Committee.
- C. Approval of plans for dwellings, permitted accessory buildings, and fences shall not be unreasonably withheld because of the exterior design to the improvements provided the improvements are in accordance with the highest standards of architectural design.
- D. The actions of the Committee shall be governed by these protective covenants and applicable zoning laws of the City of Rogers, Arkansas.

6. GENERAL RESTRICTIONS

- A. No commercial activity of any kind shall be carried on upon any lot.
- B. No trailer, mobile home, shack or barn shall be erected on any lot. Outbuildings, used for storage purposes, are permitted but must be of same quality of the home and match the exterior of the primary dwelling, and must be approved by the Architectural Control Committee.
- C. No inoperable motor vehicle shall be allowed on any street, driveway or lot.
- D. No motor vehicle shall be allowed to stand on any street in excess of twenty-four (24) hours at any one time.
- E. No vehicle shall be parked except on a paved

- street or driveway.
- F. No boats or recreational vehicles may be allowed to stand on the rear portion of any lot unless located within an enclosed accessory building.
 - G. Trash or other refuse shall be disposed of promptly in a manner consistent with the requirements of the City of Rogers, Arkansas.
 - H. No animals of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept or bred for commercial purposes.
 - L. Grass, weeds and other vegetation shall be kept mowed and cleared at regular intervals so as to keep each lot neat and attractive. Grass and weeds, excluding ornamental grasses, must be kept to a height of six (6) inches or less.

7. AMENITIES AND COMMON AREA.

- A. Each original purchaser of a lot or lots shall deposit Two Hundred Fifty Dollars (\$250.00) for each lot purchased into an escrow account which will be used exclusively for constructing and maintaining amenities for the addition.
- B. The amenities shall consist of Clubhouse. Additionally the amenities include the interior streets and drainage easements located within the subdivision.
- C. A building lot for the amenities will be donated by Marvin Fairchild and Loretta Fairchild.
- D. The cost of amenities to Marvin Fairchild and Loretta Fairchild shall not exceed Thirty Thousand Dollars (\$30,000.00) excluding cost of the building lot.
- E. When fifty-one (51) percent of the lots have been sold, a meeting of all property owners will be called. At this meeting, an Ownership Committee consisting of five (5) members will be elected from those in attendance at the meeting. Each property owner will have one vote for each lot owned. The Ownership Committee will govern the operation and maintenance of the common areas and amenities of the addition. The Ownership Committee shall be responsible for formulating its rules and procedures.
- F. From and after the first meeting of the Ownership Committee, each property owner, exclusive of Marvin Fairchild and Loretta Fairchild, will be assessed a Fifteen Dollar (\$15.00) monthly fee for each lot owned which will be used for the maintenance of the common areas and amenities. A failure to pay the monthly fees promptly when due shall result in lien upon the property owned by the delinquent owner, and such lien arising may

- be enforced in equity as in the case of any lien foreclosure authorized by Arkansas law.
- G. The monthly assessment provided for in paragraph 7. F. of these protective covenants may be increased by a majority vote of the Ownership Committee.
- H. Marvin Fairchild and Loretta Fairchild shall be allowed to use a portion of the clubhouse, at no charge to them as an office for the purpose of subdivision sales until such as all lots in the addition have been sold.
- L. It is understood that the amenities owned by the property owners shall be held and maintained by the property owners. Amenities such as the streets and the drainage ways shall not be subject to dedication to the City nor acceptance by the City unless in good repair and constructed in accord with applicable City codes.

8. ENFORCEMENT AND AMENDMENT.

- A. All persons or corporations who subsequently acquire a lot shall be deemed to have agreed and covenanted with the owners of all other lots in this addition that they, their heirs, successors, and assigns shall conform to and abide by these protective covenants for a period of 25 years from the date of their recording.
- B. These covenants may be amended at any time by the owners of sixty percent (60%) of the lots in the addition.
- C. Any owner of a lot in this addition may sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants or restrictions contained in these protective covenants together with any other rights to which they might otherwise be entitled under Arkansas law.

In witness whereof, we set our hands this _____ day of _____, 1989.

Marvin Fairchild
Marvin Fairchild

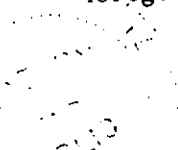
Loretta Fairchild
Loretta Fairchild

B. D. Fairchild
B. D. Fairchild

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

On this 10th day of November, 1989, before me a Notary Public within and for the state and county aforesaid, duly commissioned and acting, personally appeared Marvin Fairchild and Loretta Fairchild, to me well known who stated upon oath that they had executed the above and foregoing instrument for the considerations set forth therein.

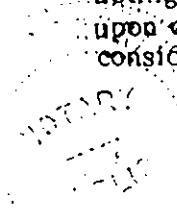

[Signature]
Notary Public

My commission expires: April 25, 1991

ACKNOWLEDGMENT

STATE OF ~~OKLAHOMA~~ ARKANSAS
COUNTY OF ~~KAY~~ BENTON

On this 10th day of November, 1989, before me a Notary Public within and for the state and county aforesaid, duly commissioned and acting, personally appeared B.D. Fairchild, to me well known who stated upon oath that he had executed the above and foregoing instrument for the considerations set forth therein.


[Signature]
Notary Public

My commission expires: April 25, 1991

Draft 5/10/89
1319L

CERTIFICATION OF DEDICATION

I, B.D. FAIRCHILD, ONE OF THE OWNERS OF THE FAIRCHILD 3 SUBDIVISION RECORDED IN PLAT 14, PAGE 298 OF THE BENTON COUNTY, ARKANSAS LAND RECORDS, DO HEREBY DEDICATE TO THE PUBLIC ALL STREETS, EXCEPT WEST WILLOW, WEST BURCH AND SOUTH 23RD SOUTH STREET, ALLEYS, PARKS AND OTHER PUBLIC LANDS SHOWN UPON THIS PLAT AND DO HEREBY ESTABLISH THE EASEMENTS SHOWN UPON THIS PLAT EXCEPT THE 25' DRAINAGE EASEMENT. SAID EASEMENTS SHALL BE FOR THE BENEFIT OF THE CITY OF ROGERS AND ALL UTILITY COMPANIES INCLUDING CABLE TELEVISION COMPANIES; AND SAID EASEMENTS SHALL BE FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, AND REPLACING UTILITY LINES, CABLE TELEVISION LINES, AND DRAINAGE STRUCTURES. THE CITY OF ROGERS, AND ALL UTILITIES COMPANIES, AND ALL CABLE TELEVISION COMPANIES SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS AND SHALL HAVE THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS AND THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS.

B. D. Fairchild
B. D. FAIRCHILD

DATED _____

STATE OF ~~ARKANSAS~~ OKLAHOMA
COUNTY OF ~~BENTON~~ KAY

SUBSCRIBED AND SWORN BEFORE ME THIS 8th DAY
OF November, 1989.

Deana A. Coltrane
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-16-91

PROTECTIVE COVENANTS FOR FAIRCHILD 3 SUBDIVISION
Amended February 10, 1993

We, Marvin and Loretta Fairchild, B.D. Fairchild, and Craig Jackson and Marlene Jackson, Owners, have caused certain lands to be platted into an addition known as Fairchild 3 Subdivision to the City of Rogers, Benton County, Arkansas. The plat appears of record in plat book 14 at page 298 in the office of the Recorder of Benton County.

1. PREMISES. We wish to provide for the highest residential use of the lands and to restrict the use of the lands as such. We, therefore, adopt the following covenants and agree that these covenants shall apply to all the land now platted as the Fairchild 3 Subdivision to the City of Rogers, Arkansas, as covenants running with the land, said land being described as follows:

LEGAL DESCRIPTION: A Part of the NW1/4 of the NW1/4 Section 14, T-19-N, R-30-W, Benton County, Arkansas, being described as beginning at a point 61.60 feet S 00°41'27" E of the NW Corner of said NW1/4 of the NW1/4; thence S 88°17'25" E a distance of 660.00 feet; thence S 00°41'27" E 660.00 feet thence N 88°17'25" W 660.00 feet; thence N 00°41'27" W 660 feet to the point of beginning and containing 9.991 acres. Less and except a tract of land beginning at the NW Corner of said tract, thence S 00°41'27" E a distance of 660.00 feet, thence S 88°17'25" E a distance of 30.00 feet, thence N 02°19'46" E a distance of 456.2 feet; thence N 01°38'46" E a distance of 50.00 feet; thence N 00°28'20" W a distance of 102.86 feet; thence N 05°05'42" E a distance of 50.55 feet; thence N 88°17'25" W a distance of 61.60 feet to the point of beginning and containing 0.70 acres. Also less and except a tract of land beginning at the NW Corner of said tract, thence S 88°17'25" E a distance of 135.08 feet to the point of beginning, thence S 77°21'52" E a distance of 48.23 feet, thence S 84°37'15" E a distance of 66.09 feet; thence S 87°17'26" E a distance of 96.61 feet; thence S 88°56'03" E a distance of 315.48 feet; thence N 00°41'26" W a distance of 11.52 feet; thence N 88°17'25" W a distance of 524.92 feet to the point of beginning, said tract containing 0.15 acres.

FILED FOR RECORD
At 9:25 O'clock A.M.

APR 13 1993

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

2. LAND USE AND ZONING. Each lot shall:

A. Have a minimum building set back line from each street to any part of the building(s) faces of twenty-five (25) feet.

1014

- B. Have a minimum set back line from the rear of the lot of twenty (20) feet.
- C. Have a minimum set back from the sides of the lot of seven and one half (7.5) feet.
- D. Be used exclusively for detached single family homes
- E. Otherwise conform to the zoning requirement for Residential R-1A Zone areas as defined by the City of Rogers Zoning Code as it now exists.
- F. Remain one lot and shall not be subdivided into more than one lot.

3. DWELLING SIZE AND QUALITY.

- A. Each dwelling shall have a minimum of one thousand three hundred fifty (1350) square feet, excluding the garage area, of heated living areas.
- B. Each dwelling shall have a two (2) care garage.
- C. No garage area shall ever be converted into a living area.
- D. Sixty percent (60%) of the exterior must be constructed of brick, stone, or equivalent.
- E. Each dwelling shall be of new construction and of the highest quality construction and the probable cost of each dwelling, excluding cost of the lot, shall be at least \$55,000.00 at presently prevailing cost levels.
- F. All accessory buildings shall be constructed of the same materials as the dwelling and the quality and type of construction shall be subject to the approval of the Architectural Control Committee.

4. FENCES.

- A. All fences shall be subject to the approval of the Architectural Control Committee.
- B. All fences shall be constructed of wood. No weld wire, chain link, barbed wire, webb wire, poultry netting, or other farm-type fencing shall be allowed.
- C. No fence shall extend beyond the front part of the dwelling (that part of the dwelling which faces the street). For the purposes of dwellings situated on corner lots, no fence shall extend beyond the front part of any side of the dwelling which faces the street. This prohibition shall not apply to fences directly bordering the drainage ditch. Fences adjacent to the drainage ditch may extend to the sidewalk.

5. ARCHITECTURAL CONTROL COMMITTEE.

- A. The owners of all unimproved lots shall constitute the Architectural Control Committee, each owner having one vote for each lot owned. The Committee will determine its own procedures and rules.
- B. The size, design, location and site development of dwellings, permitted accessory buildings, and fences in this addition shall be subject to the prior approval of the Committee.
- C. Approval of plans for dwellings and permitted accessory buildings shall not be unreasonably withheld because of the exterior design to the improvements provided the improvements are in accordance with the highest standards of architectural design.
- D. The actions of the Committee shall be governed by these protective covenants and applicable zoning laws of the City of Rogers, Arkansas.
- E. When no unimproved lots remain (other than the lot mentioned in Section 7.C.), the Architectural Control Committee will cease to exist. Thereafter, all duties, powers, and responsibilities previously vested in the Architectural Control Committee will be assumed by the Ownership Committee.

6. GENERAL RESTRICTIONS

- A. No commercial activity of any kind shall be carried on upon any lot.
- B. No trailer, mobile home, shack or barn shall be erected on any lot. Outbuildings, used for storage purposes, are permitted but must be of same quality of the home and match the exterior of the primary dwelling, and must be approved by the Architectural Control Committee.
- C. No inoperable motor vehicle shall be allowed on any street, driveway, or lot.
- D. No motor vehicle shall be allowed to stand on any street in excess of twenty-four (24) hours at any one time.
- E. No vehicle shall be parked except on a paved street or driveway.
- F. No boats or recreational vehicles may be allowed to stand on the rear portion of any lot unless located within an enclosed accessory building.
- G. Trash or other refuse shall be disposed of promptly in a manner consistent with the requirements of the City of Rogers, Arkansas.
- H. No animals of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept or bred for commercial purposes.

- I. Grass, weeds, and other vegetation shall be kept mowed and cleared at regular intervals so as to keep each lot neat and attractive. Grass and weeds, excluding ornamental grasses, must be kept to a height of six (6) inches or less.

7. AMENITIES AND COMMON AREA.

- A. Each original purchaser of a home or dwelling shall pay Two Hundred Fifty Dollars (\$250.00) into an escrow account which will be used exclusively for constructing and maintaining amenities for the addition.
- B. The amenities shall consist of the park facility, the interior streets, and the drainage easements located within the subdivision.
- C. A building lot for the park facility will be donated by Marvin and Loretta Fairchild and Craig and Marlene Jackson.
- D. The cost of amenities to Marvin and Loretta Fairchild and Craig and Marlene Jackson shall not exceed Fifteen Thousand Dollars (\$15,000.00).
- E. When fifty-one percent (51%) of the lots have been sold, a meeting of all property owners will be called. At this meeting, an Ownership Committee consisting of five (5) members will be elected from those in attendance at the meeting. Each property owner will have one vote for each lot owned. The Ownership Committee will govern the operation and maintenance of the common areas and amenities of the addition. The Ownership Committee shall be responsible for formulating its rules and procedures.
- F. From and after the first meeting of the Ownership Committee, each property owner, exclusive of Marvin and Loretta Fairchild and Craig and Marlene Jackson, will be assessed a Fifteen Dollar (\$15.00) monthly fee for each lot owned which will be used for the maintenance of the common areas and amenities. A failure to pay the monthly fee promptly when due shall result in lien upon the property owned by the delinquent owner, and such lien arising may be enforced in equity as in the case of any lien foreclosure authorized by Arkansas law.
- G. The monthly assessment provided for in paragraph 7.F. of these protective covenants may be increased by a majority vote of the Ownership Committee.

H. It is understood that the amenities owned by the property owners shall be held and maintained by the property owners. Amenities such as the streets and the drainage ways shall not be subject to dedication to the City nor acceptance by the City unless in good repair and constructed in accord with applicable City codes.

8. ENFORCEMENT AND AMENDMENT.

- A. All persons or corporation who subsequently acquire a lot shall be deemed to have agreed and covenanted with the owners of all other lots in this addition that they, their heirs, successors, and assigns shall conform to and abide by these protective covenants for a period of 25 years from the date of their recording.
- B. These covenants may be amended at any time by the owners of sixty percent (60%) of the lots in the addition.
- C. Any owner of a lot in this addition may sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants or restrictions contained in these protective covenants together with any other rights to which they might otherwise be entitled under Arkansas law.

We, the undersigned owners of 60.6% of the lots in the Fairchild 3 Subdivision, do hereby amend the original Covenants, as permitted by Section 8, paragraph B.

In witness whereof, we set our hands this 22 day of _____, 1993.

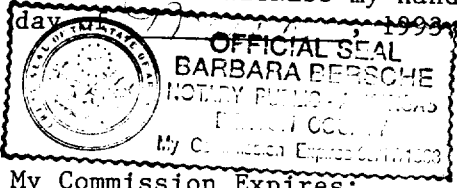
Marvin Fairchild _____ Lots
MARVIN FAIRCHILD

Loretta Fairchild _____ Lots
LORETTA FAIRCHILD

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, MARVIN FAIRCHILD and LORETTA FAIRCHILD, to me well known, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 22



Barbara Bersche
Notary Public

My Commission Expires:
4/10/03

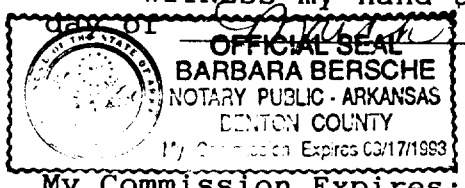
CRAIG JACKSON _____ Lots

MARLENE JACKSON _____ Lots

STATE OF ARKANSAS)
) SS
 COUNTY OF BENTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, CRAIG JACKSON and MARLENE JACKSON, to me well known, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 11, 1993.



Barbara Bersche
 Notary Public

My Commission Expires:
9-17-93

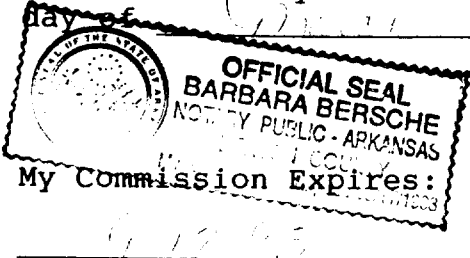
Richard C. Jackson
RICHARD C. JACKSON

1 Lots

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, RICHARD C. JACKSON, to me well known, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 25 day of March, 1993.



Barbara Bersche
Notary Public

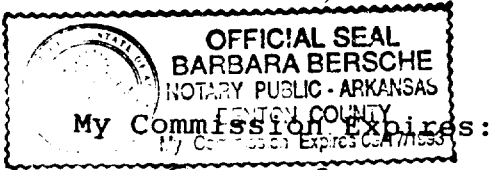
Paul Rotolo
PAUL ROTOLO

1 Lots

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, PAUL ROTOLO, to me well known, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 11 day of March, 1993.



Barbara Bersche
Notary Public

TOTAL LOTS OWNED AS OF 02/10/93 _____ LOTS

RETURN: RICHARD STOCKER
119 S. SECOND ST.
ROGERS, AR, 72756

2002 140626
Recorded in the Above
Deed Book & Page
10-08-2002 04:01:22 PM
Sue Hodges-Circuit Clerk
Benton County, AR

AMENDMENT
TO THE PROTECTIVE COVENANTS
OF FAIRCHILD 3 SUBDIVISION

Notice is hereby given, pursuant to Section 8, Paragraph B covering amendment of the Protective Covenants of Fairchild 3 Subdivision to the City of Rogers, filed for record on April 13, 1993, at Instrument No. 93-21521 through 93-21528, that Paragraph 7 covering the administration of Amenities and Common Areas is hereby amended by the required 60% vote of the Owners. This amendment is effective immediately upon recording of this instrument.

All power and authority of The Ownership Committee under Paragraph 7 to collect fees of any kind or for any purpose is now extinguished. The obligation of each owner of a lot within the subdivision for payment of assessments to the ownership committee is now extinguished.

Nothing in this filing should be taken as intent to abandon, amend, or modify any other Protective Covenant of Fairchild 3 Subdivision.

All Ownership Committee assets shall be accounted for and distributed by a winding up process to proceed as quickly as circumstances permit. The assets held by the Committee shall be distributed in the following manner:

1. Debts of the Committee or expenses involved in accounting and distribution.
2. Distributions to the property owners' pro rata based on ownership of the lots.
3. Any interest income of the Committee shall be distributed in accordance with the set ratio for the distribution of principal amounts held by Committee.

We the undersigned owners, representing greater than 60% of the owners of Fairchild 3 Subdivision, do hereby amend the original covenants effective this 62 day of Sept., 2002.

Fairchild 3 Subdivision

Albofath Yekta Manijeh Mahdavi _____ Lot 1 Block 1
Print Name Print Name

A. Yekta Manijeh Mahdavi
Owner Signature Co-Owner Signature

Fairchild 3 Subdivision

Darrell Whiteside Michelle Whiteside _____ Lot 2 Block 1
Print Name Print Name

Darrell Whiteside Michelle Whiteside
Owner Signature Co-Owner Signature

Fairchild 3 Subdivision

Andy Hardie Sherry Hardie _____ Lot 3 Block 1
Print Name Print Name

Owner Signature Co-Owner Signature

Fairchild 3 Subdivision

Madeline Jewell _____ Lot 4 Block 1
Print Name Print Name

Madeline Jewell _____
Owner Signature Co-Owner Signature

Fairchild 3 Subdivision

Robert S. Maloney IV _____ Lot 5 Block 1
Print Name Print Name

Robert S. Maloney IV _____
Owner Signature Co-Owner Signature

Fairchild 3 Subdivision

Alexandra Jones _____ Lot 6 Block 1
Print Name Print Name

Alexandra M. Jones _____
Owner Signature Co-Owner Signature

Marvin Fairchild Loretta Fairchild
Print Name Print Name

Lot 7 Block 1

Owner Signature

Co-Owner Signature

Fairchild 3 Subdivision

Lynn Hipp
Print Name

Print Name

Lot 8 Block 1

Lynn Hipp
Owner Signature

Co-Owner Signature

Fairchild 3 Subdivision

Steve Lastovica Karen Lastovica
Print Name Print Name

Lot 9 Block 1

Steve Lastovica
Owner Signature

Karen Lastovica
Co-Owner Signature

Fairchild 3 Subdivision

Mike Becker Brenda Becker
Print Name Print Name

Lot 10 Block 1

Michael W. Becker
Owner Signature

Brenda Becker
Co-Owner Signature

Fairchild 3 Subdivision

Barbara J. BERSCHE
Print Name

Lot 11 Block 1

Barbara J. Busche
Owner Signature

Co-Owner Signature

Fairchild 3 Subdivision

Glenn Whitcanuck Virginia Whitcanuck
Print Name Print Name

Lot 12 Block 1

Glenn Whitcanuck
Owner Signature

Virginia Whitcanuck
Co-Owner Signature

Michael Mullins
Print Name

Owner Signature

Jamie Mullins
Print Name

Co-Owner Signature

Lot 1 Block 2

Fairchild 3 Subdivision

Roberto Albarran
Print Name

Owner Signature

Print Name

Co-Owner Signature

Lot 2 Block 2

Fairchild 3 Subdivision

Terry Weiderhaft Ellen Weiderhaft
Print Name Print Name

Owner Signature

Co-Owner Signature

Lot 3 Block 2

Fairchild 3 Subdivision

Travis Young
Print Name

Print Name

Lot 4 Block 2

Travis Young
Owner Signature

Co-Owner Signature

Fairchild 3 Subdivision

Patton W. Fox
Print Name

Print Name

Lot 5 Block 2

Owner Signature

Co-Owner Signature

Fairchild 3 Subdivision

George Jones Theresa Jones
Print Name Print Name

Lot 6 Block 2

George Jones Theresa Jones
Owner Signature Co-Owner Signature

Richard Drummond Therese Drummond _____ Lot 7 Block 2
Print Name Print Name

[Signature] [Signature]
Owner Signature Co-Owner Signature

Fairchild 3 Subdivision

Kris Page Kristin Page _____ Lot 8 Block 2
Print Name Print Name

[Signature] [Signature]
Owner Signature Co-Owner Signature

Fairchild 3 Subdivision

Ronald Dake _____ Lot 9 Block 2
Print Name Print Name

Owner Signature Co-Owner Signature

Fairchild 3 Subdivision

Velma Hobbs _____ Lot 10 Block 2
Print Name Print Name

Owner Signature Co-Owner Signature

Fairchild 3 Subdivision

Terri Burns _____ Lot 11 Block 2
Print Name Print Name

[Signature] _____
Owner Signature Co-Owner Signature

Fairchild 3 Subdivision

Robert Geiser Helen Geiser _____ Lot 12 Block 2
Print Name Print Name

Owner Signature Co-Owner Signature

2002 140631

Recorded in the Above

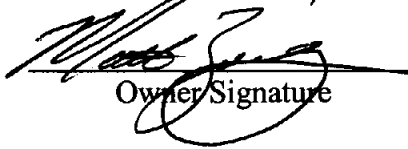
Deed Book & Page

10/08/2003 14:01:22 PM
Fairchild 3 Subdivision

Matt Zachary
Print Name

Cheridyth Zachary
Print Name

Lot 13 Block 2


Owner Signature


Co-Owner Signature

Fairchild 3 Subdivision

Renee Ceola
Print Name

S. Derek Ceola
Print Name

Lot 14 Block 2


Owner Signature

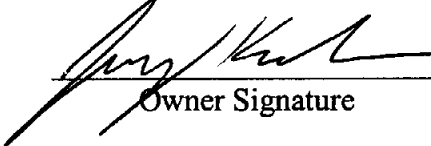

Co-Owner Signature

Fairchild 3 Subdivision

Jerry Kelso
Print Name

Susan Kelso
Print Name

Lot 15 Block 2


Owner Signature


Co-Owner Signature

Fairchild 3 Subdivision

James P Porche
Print Name

Joy M Porche
Print Name

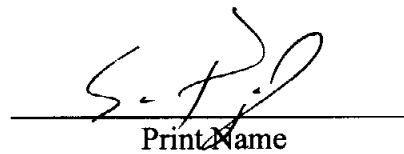
Lot 16 Block 2

Owner Signature

Co-Owner Signature

Fairchild 3 Subdivision

Sean Pingel
Print Name


Print Name

Lot 17 Block 2

Owner Signature

Co-Owner Signature

Fairchild 3 Subdivision

Craig Grisham
Print Name

Sara Grisham
Print Name

Lot 18 Block 2


Owner Signature


Co-Owner Signature

2002 140632
Recorded in the Above
Deed Book & Page
10-08-2002 04:01:22 PM
Fairchild 3 Subdivision
Benton County, AR
Lot 19 Block 2

City of Rogers
Print Name

Print Name

Owner Signature

Co-Owner Signature

Fairchild 3 Subdivision

Walter Tichel
Print Name

Theresa Tichel
Print Name

____ Lot 20 Block 2

Walter Tichel
Owner Signature

Theresa Tichel
Co-Owner Signature

Fairchild 3 Subdivision

Jerry Pittman
Print Name

Harriet Pittman
Print Name

____ Lot 21 Block 2

Owner Signature

Co-Owner Signature

STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

Book/Pg: 2002/140626
Term/Cashier: CIRCLK04 / SWhite
Tran: 147.6874.14527
Recorded: 10-08-2002 16:02:22
DFE Deed 26.00
REC Recording Fee 0.00
Total Fees: \$ 26.00

SUBSCRIBED AND SWORN to before me, a Notary Public, this 12 day of Sept, 2002.

Deborah Easterling
NOTARY PUBLIC

8/26/09
My Commission Expires:

