

Recorded in the Above
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Brenda DeShields-Circuit
Benton County, AR
Book/Pg: 2005/3151
Term/Cashier: CIRCLK04 /
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Recorded: 01-21-2005 13:4
DFE Deed
REC Recording Fee
Total Fees: \$ 11.00

**PROTECTIVE COVENANTS
FOR
STONER LANE SUBDIVISION**

Location: A part of the SW1/4 of the SE1/4 of Section 4, Township 19 North, Range 29 West, and part of the NW1/4 of the NE1/4 of Section 9, Township 19 North, Range 29 West, Benton County, Arkansas.

The undersigned Jimmie H. Nelson, Successor Trustee of the Charles M. Nelson and Jimmie H. Nelson Revocable Trust, dated Dec. 1, 1987, being the sole owner of Stoner Lane Subdivision, and Darrow Garner, Inc., being the authorized Developer of said addition, do hereby establish and create the following Protective Covenants for Lots 2 & 3 as shown on the recorded plat of the above subdivision.

**I.
COVENANTS**

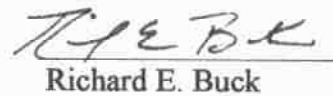
- A. **Land Use:** Commercial purposes-The operation of Boat and Marine Sales and Service, including construction, maintenance, repair or replacement of related facilities, and related activities.
- B. **Building Quality:** All construction plans will be approved prior to first excavation by Developer. All outside construction of a building must be completed within 240 days of first excavation of the land. Building contractor or property owner must keep the area neat at all times.
- C. **Building Location:** No building shall be located nearer than 10 feet to an interior lot line nor nearer the front lot line than the minimum building setback line shown on the recorded plat.
- D. **Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All inoperative marine items, including boats, boat motors, and trailers shall be screened from view. Testing of boats and boat motors shall be allowed in outdoor areas, with primary repair work conducted screened from view of highway, streets or homes.

II.
GENERAL PROVISIONS

- A. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years, from the date these covenants are recorded, after which time said covenants will automatically be extended for successive periods of 10 years, unless an instrument signed by the owners has been recorded, agreeing to change said covenants in whole or in part. These covenants can also be modified at anytime by the existing owners of Lot 2 and Lot 3 Stoner Lane Subdivision, after obtaining approval and signatures of the Prairie Creek Association or Darrow Garner, Inc.
- B. Enforcement: The covenants, agreements and restrictions herein set forth shall run with the title to the lots and bind the present owners, their heirs, successors and assigns. Darrow Garner, Inc., the Prairie Creek Association or any owners of Lot 2, or Lot 3, Stoner Lane Subdivision shall have the right to enforce the provisions contained in these covenants. Enforcement shall be by proceedings at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- C. Severability: Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESSETH the hands and seals of Jimmie H. Nelson, owner and Richard E. Buck, President of Darrow Garner, Inc., developer, this 19 day of January, 2005.

 Trustee
Jimmie H. Nelson

 Pres.
Richard E. Buck

ACKNOWLEDGMENT

State of Arkansas
County of Benton

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting Jimmie H. Nelson, Successor Trustee of the Charles M. Nelson and Jimmie H. Nelson Revocable Trust, and Richard E. Buck, President of Darrow Garner, Inc., to me well known and stated that they had executed the same for the consideration and purposed therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 19 day of January, 2005.

My Commission Expires 04-25-06


Notary Public



I certify this instrument was filed on
01-21-2005 01:49:53 PM
and recorded in Deed Book
2005 at Pages 3151 - 3152
Brenda DeShields-Circuit Clerk