

PROTECTIVE COVENANTS AND RESTRICTIONS

VALLEY NORTHERN ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Gary Mellin, Joyce Mellin, Edwin R. Beltz, and Carol J. Beltz are the owners of the Northern Addition to the Valley Subdivision, situated in Baxter County, Arkansas; to-wit:

DESCRIPTION: 15.92 acres located in part of the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ and part of the $S\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 13, Township 19 North, Range 15 West described as follows: Begin at the SE corner of said $SE\frac{1}{4}$ and run North $81^{\circ} 20'$ West, 684.5 feet thence North $71^{\circ} 50'$ West, 192 feet to a point of beginning. From the point of beginning continue North $71^{\circ} 50'$ West, 2400 feet thence North $18^{\circ} 10'$ East, 164.3 feet thence South $78^{\circ} 16'$ East, 2297.7 feet thence South $2^{\circ} 40'$ West, 435.8 feet to the point of beginning.

1. All wells and sewage disposal systems shall meet State Health Standards.
2. No mobile homes, trailers, or temporary structure shall be permitted.
3. No construction shall be closer than fifty feet from Valley Drive and fifteen feet from side and rear lot lines.
4. All construction must be completed on the exterior within one year after it has been started.
5. Duplexes may also be allowed or a business run out of a house or out building provided it is of aviation use, and does not violate restriction number 6.
6. All dwellings shall contain not less than 1000 square feet of living area. All out-buildings must be well designed and well constructed with painted or stained exteriors to harmonize with the surroundings.
7. No noxious or offensive activity shall be permitted.
8. Any person who is a owner or who has contracted to purchase property in this subdivision shall be responsible for the care and maintenance of that property. If said person does not maintain the property, Mellin and Beltz or designated agents, are authorized to mow same and otherwise maintain the property at reasonable cost at the expense of said person.
9. Any person who is the owner of a lot or who has contracted to purchase a tract, shall be entitled to the implied privileges of those areas indicated: runway, taxiways, tie-down areas, access in the Valley Subdivision. Any alleged abuses of these privileges are under the control of the Aero Association.
10. Each owner shall be responsible for the proper removal of trash, garbage, manure, etc., or Mellin and Beltz or designated agents are authorized to so remove and clean up the property at a reasonable cost to be paid by the owner.

II. Basements are reserved where needed for installation and maintenance of utilities.

12. No signs except FOR SALE signs.

13. These protective covenants and restrictions excluding items 1, 2, 5, and 7 may be altered, deleted, added to, amended, modified or changed in any manner upon consent in writing by at least 2/3 majority of the owners. The owner of each separate tract is entitled to one vote.

The grantor, his heirs and assigns, shall and hereby reserve full power and authority in his own name to prevent any infringement and enforce observance of any of the conditions, limitations, restrictions or reservations contained in this instrument, but this right is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf against any person violating or threatening to violate any of said restrictions. A failure or neglect to enforce any of the conditions, limitations, or restrictions shall not be construed as a waiver of the right to enforce same at a later date or as a waiver of the right to enforce compliance with any other restriction and the grantor, his heirs and assigns, shall not be liable to any person for his failure to do so.

The restrictions, limitations, conditions and reservations herein shall be covenants running with the land with the right into whosoever hands the same or any part thereof shall come and said restrictions shall be enforceable at the suit of any and every owner of any lot or block or part thereof at any time or of the grantors, his heirs and assigns, by public proceedings at law or in equity.

If, pursuant to paragraph 13, any restriction is modified, changed, or cancelled in whole or in part, it must be done by written instrument signed and acknowledged by the owners of at least 2/3 majority of the owner embraced in said subdivision, in which said writing the particular restrictions to be set aside shall be specifically mentioned and amended, modification or change to be made therein shall be set out in full. Such instrument shall be recorded in the office of the Recorder of Baxter County, Arkansas, and shall then become a part of this instrument.

The protective covenants, safe guards and restrictions set forth in this bill of assurances, subject to amendments as provided herein, shall be and remain in full force and effect until January 1, 1999. The covenants, restrictions and provisions of this instrument shall be automatically extended for successive periods of 10 years each, on and after January 1, 1999, unless amended or cancelled as herein provided.

IN WITNESS WHEREOF, the grantors have hereunto signed their names and affixed their seals on this 6th day of May, 1977.

Gary Mellin
Gary Mellin

Joyce Mellin
Joyce Mellin

Edwin R. Beltz
Edwin R. Beltz

Carol J. Beltz
Carol J. Beltz

Acknowledgment on next page.

CHANGES AND ADDITIONS OF THE
PROTECTIVE COVENANTS AND RESTRICTIONS
VALLEY NORTHERN ADDITION

- Eliminate 1st sentence. Insert all construction to be approved by Mellin and Beltz or majority of owners of tracts. (Yes or No) circle one.
9. Eliminate last sentence. Insert the payment or fees for use of such areas is voluntary and not mandatory. (Yes or No) circle one.
12. Eliminate- change to- no animals to run freely, must be leashed or fenced in. (Yes or no)
14. Valley Northern Addition must have one representative on Valley Aero Association board. (Yes or No) circle one.

AERO VALLEY DEVELOPMENT INC

Gary J. Mellin CEO

Ed R. Beltz Pres.

Owner Tract number #

4-5-6+7-8-9-10

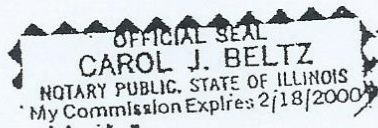
May 20, 1996
Date

INDIVIDUAL ACKNOWLEDGMENT

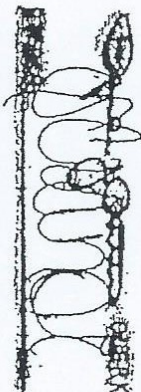
STATE OF Illinois County of Kane, ss:

Before me the undersigned, a Notary Public, in and for said County and State, on this 20 day of May, 1996, personally appeared Gary J. Mellin + Ed R. Beltz to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written.

My commission expires 2-18-2000 Carol J. Beltz Notary Public



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