

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2012/3022
Term/Cashier: CASH2/Teresa Baber
01/30/2012 4:08PM
Tran: 179240
Total Fees: \$40.00

Book 2012 Page 3022
Recorded in the Above
DEED Book & Page
01/30/2012

Second Amendment to Protective Covenants for Char-Lou Estates Subdivision, Phase II, to the city of Centerton, Benton County, Arkansas

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, as Owner of the land platted into said addition known as Char-Lou Estates Subdivision, Phase II, to the City of Centerton, Arkansas, said plat being recorded as plat record 2006, at page 298, in the plat records of Benton County, Arkansas, does hereby desire to amend the "Protective Covenants for Char-Lou Estates Subdivision, Phase II," recorded on March 17, 2006, as Benton County, Arkansas land document #2006-14229, and subsequent "First Amendment of the Protective Covenants and Restrictions for Char-Lou Estates Subdivision, Phase II", recorded on December 14, 2006 as Benton County, Arkansas land document #2006-59711, hereby executes a Second Amendment to such covenants & restrictions; and,

WHEREAS, Section 1, **Residential Lots** provides that "All lots within the Subdivision shall be used as residential lots. Only one single-family residential dwelling consisting of not less than 1600 square of heated and cooled, finished space, and the customary and usually necessary structures may be constructed on each lot"; and,

WHEREAS, the undersigned Owner desires that the above described section of the covenants & restrictions be amended as set forth herein;

NOW, THEREFORE, the undersigned Owner hereby amends the "Protective Covenants for Char-Lou Estates Subdivision, Phase II," as follows:

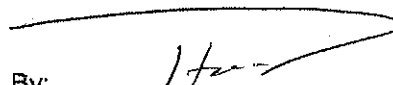
Section 1. **Residential Lots**. All lots within the Subdivision shall be used as residential lots. EXCEPT FOR those specific lots listed below, only one single-family residential dwelling consisting of not less than 1350 square feet of heated and cooled, finished space, and the customary and usually necessary structures may be constructed on each lot.

As to lot numbers 72, 73, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 103, 104, 105, 106, 119, 120, 121 & 122, only one-single family residential dwelling consisting of not less than 1500 square feet of heated and cooled, finished space, and customary and usually necessary structures may be constructed on each of the above described lot numbers.

The provisions of this Second Amendment to Protective Covenants for Char-Lou Estates Subdivision, Phase II shall be deemed independent, severable, and the invalidity or partial invalidity or unenforceability of this provision or portion thereof shall not affect the validity or enforceability of any other provision in this document or any other provisions of the Protective Covenants for Char-Lou Estates Subdivision, Phase II or the First Amendment of the Protective Covenants and Restrictions for Char-Lou Estates Subdivision, Phase II.

IN WITNESS WHEREOF, this second amendment has been executed this 20 day of Dec. 2011 by the authorized HASSAN MASRI of Masri Investments, LLC, Owner.

Masri Investments, LLC

By: 
Printed Name: HASSAN MASRI
Title: President MASRI INV LLC

The above described Second Amendment to Protective Covenants are hereby acknowledged and agreed upon by:

The City of Centerton

By: [Signature]
Printed Name: CLIFF MATHIS
Title: Planning Commission Chairperson

Book 2012 Page 3023
Recorded in the Above
DEED Book & Page
01/30/2012

ACKNOWLEDGMENT

State of Arkansas)
County of SEBASTIAN) SS.

On this day, before me a Notary Public, within and for the said County and State, personally appeared HASSAN MASRI, to me personally known, who acknowledge that he is the authorized SIGNER of Masri Investments, LLC, and that he as such officer, being authorized so to do, had executed the foregoing instrument for the purposes and consideration therein contained, by signing the name of the COMPANY by himself as such officer.

WITNESS my hand and seal this 20th day of Dec, 2011.

[Signature: Lorna G. Wood]
Notary Public

My Commission expires: 08-10-2014

LORNA G. WOOD
NOTARY PUBLIC-ARKANSAS
SEBASTIAN COUNTY
My Commission Expires 8-10-14

ACKNOWLEDGMENT

State of Arkansas)
County of) SS.

On this day, before me a Notary Public, within and for the said County and State, personally appeared Cliff Mathis, to me personally known, who acknowledge that s/he is the authorized Planning Commission Chairperson of **The City of Centerton**, and that s/he as such officer, being authorized so to do, had executed the foregoing instrument for the purposes and consideration therein contained, by signing the name of the City of Centeron by himself as such Planning Commission Chairperson.

WITNESS my hand and seal this 5 day of Jan, 2012.

[Signature: Jennifer L. Robinson]
Notary Public

My Commission expires: July 1, 2020

JENNIFER L. ROBINSON
MY COMMISSION # 12377410
EXPIRES: July 1, 2020
Benton County

LORNA G. WOOD
NOTARY PUBLIC-ARKANSAS
SEBASTIAN COUNTY
My Commission Expires 8-10-14

[Handwritten initials]

EXHIBIT "A"

All Lots located in Char-Lou Estates Subdivision, Phase II, to the city of Centeron, Benton County, Arkansas, as shown on plat of record in plat book 2006 at page 298, plat records of Benton County, AR.

Book 2012 Page 3024
Recorded in the Above
DEED Book & Page
01/30/2012

Benton County, AR
I certify this instrument was filed on
01/30/2012 4:08PM
and recorded in DEED Book
2012 at pages 3022 - 3024
Brenda DeShields-Circuit Clerk