

14
93 1992's

FILED FOR RECORD

At 2:50 O'clock P.M.

PROTECTIVE COVENANTS & RESTRICTIONS
for

APR 05 1993

BEAU CHENE FARMS
Rogers, Benton County, Arkansas

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

The undersigned are the sole owners and developers of BEAU CHENE FARMS SUBDIVISION and do hereby establish and create the following Protective Covenants, which shall apply to said lots as shown on the recorded plat of the said Subdivision.

1. SINGLE-FAMILY RESIDENTIAL LAND USE AND BUILDING TYPE : All lots within BEAU CHENE FARMS SUBDIVISION shall be governed by the provisions of the Rogers City Code governing single-family residences as governed by R1, except Lot 11 zoned A-1, on the date that these covenants were executed.

2. BUILDING LIMITATIONS : The subdivision and building codes of the City of Rogers, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in Beau Chene Farms Subdivision. All dwellings and other improvements shall comply with said ordinances as they exist on the date of such construction. Any conflict between such ordinances and provisions of the Protective Covenants shall be resolved in favor of the more restrictive provisions. Building, Architectural, and Design Specifications shall be in accordance with those set forth in Rogers City Code designated as A-1 for all Common Property.

No dwelling structure shall be constructed upon any lot within Beau Chene Farms Subdivision of a size less than two thousand eight hundred (2800) square feet of heated living space (not less than 2000 square feet on ground level) without the approval of the Architectural Control Committee (as hereinafter set forth). Further, each dwelling shall have a private garage for not less than two (2) cars with dimensions of not less than twenty-two (22) feet by twenty-four (24) feet and shall have a driveway with a minimum width of not less than twelve (12) feet. The driveway shall be asphalt, brick, or similar materials with concrete curbing identical to main streets. In addition, garage doors shall not be constructed on the front of the residence. All homes or outbuildings constructed on any lot must use architectural wood shake shingles, masonry tile shingles, or an alternative material of equal quality approved in advance in writing by the Architectural Control Committee. In addition, compliance with the above referenced ordinance shall be judged and determined and require a prior approval of the Architectural Control Committee (as herein set forth), which shall review and approve all plans and specifications prior to construction and be given the power to amend or alter any such designs or specifications prior to approval for construction in Beau Chene Farms Subdivision. The specifications and requirements of the above mentioned R1 designation are designed as a minimum requirement for architectural and design specifications and may be supplemented from time to time, where not inconsistent, by the Architectural Control Committee, and same shall be binding. All builders and owners should contact the Architectural Control Committee prior to commencement of construction to deliver a \$1,000.00 fee for security and maintenance and to be appraised of requirements for builders, which include but are not limited to proof of Arkansas Builder's License, Workman's Compensation, and Builder's Risk Insurance.

All land designated as A-1, except Lot #11, shall be held as common property by the individual property owners of Beau Chene Farms Subdivision. This land shall be utilized for public streets, landscaped areas, and horse pasture areas as defined on the plat. No other livestock or animal caretaking shall be allowed, except on Lot#11.

3. ARCHITECTURAL CONTROL COMMITTEE: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee at least thirty (30) days prior to the commencement of construction of same, and the written approval of the Architectural Control Committee shall be required before the commencement of construction. In this regard, it is the intention and purpose of the covenants contained in this paragraph to assure that all dwellings and accessory buildings shall be of a quality of workmanship and materials substantially the same or better than that which is being produced on the day these Protective Covenants are being recorded and to assure that the exterior design of all dwellings and accessory buildings will be aesthetically compatible with the other dwellings and accessory buildings in the subdivision. The Architectural Control Committee for Beau Chene Farms Subdivision shall consist of three (3) members, Colon Washburn, Harriette Washburn, and H. Collins Haynes. The original members shall serve for five (5) years, and thereafter as replaced biannually by an election of the majority of the then lot owners (one lot, one vote) in Beau Chene Farms Subdivision. The Architectural Control Committee's approval or disapproval as required in this paragraph shall be in writing. Should any plans submitted hereunder fail to be approved or disapproved within the time period herein provided, or in any event, if no suit to enjoin the construction proposed is commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. HOME OCCUPATIONS: Home occupations as defined by the Rogers City Codes shall be prohibited.

5. YARD SPACE RESTRICTIONS AND BUILDING LOCATIONS: No building shall be located on any lot nearer than thirty (30) feet to the front of the lot, nearer than twenty-five (25) feet to the side street line except as provided for on Lots 1,2,4,5,6,7,8,9,10,11,12, 13,&14 for additional area. No building or permitted accessory building shall be located nearer than twenty-five (25) feet to any interior side lot line. The provisions (interior side of lot setback) shall not apply to any dwelling constructed on two (2) adjacent lots as to the side lot line dividing the two lots. No dwelling shall be located on any lot nearer than twenty (20) feet to the rear lot line except as provided for on Lots 1,2,5,6,7,8,9,10,11,12,13 & 14 for additional area. All permitted accessory buildings shall be located in the rear yard of each lot and no such permitted accessory building shall be located nearer than thirty (30) feet (or as permitted by utility easements) to the rear lot line. It is the desire of the original owners of Beau Chene Farms Subdivision to create a development of large lots with design noteworthy residences. As such, emphasis is given to the property owner to incorporate quality architectural design in the proposed buildings. Solicitation of professional design services is not mandatory, however, all proposed designs shall be developed fully with site plan with proposed grading, all exterior elevations, roof plan, and a sample inventory of proposed materials to be utilized on the exterior, submitted for review by the Architectural Control Committee for their written approval.

For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, this shall not be construed to permit any portion of the building on a lot to encroach upon another lot or easement. No lot shall be subdivided into smaller lots or parcels than shown on the recorded Plat for the purpose of creating additional building sites or lots, except that a lot may be divided to combine portions of it with the adjacent lots on both sides to enlarge the building sites of said respective adjacent lots. Should any building setback lines shown upon the Plat of Beau Chene Farms Subdivision vary from the setback requirements required herein, the building setback lines shown upon said Plat as filed shall control and take precedence over those stated herein.

6. FENCES, MAILBOXES, HEDGES, & LAWN CARE: Fencing of front yards is prohibited. Rear yard fences must be of a decorative wood or stone design approved by the Architectural Control Committee. Chain link fences and other forms of wire fencing are specifically prohibited. All trees shall not be

removed or damaged by any lot owner without approval of the Architectural Control Committee. Maintenance of common property will be performed by the Property Owner's Association.

7. **OFF STREET PARKING** : All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot, and parking on the street as shown in the Plat of the subdivision shall be prohibited. Recreational vehicles and equipment, including but not limited to boats, motor homes, travel trailers, campers and the like shall not be parked or stored within fifty (50) feet of the front lot line. Provided further, however, recreational vehicles and equipment may be parked in the back yard for a period exceeding three (3) days, so long as same is screened by proper fencing or other plantings so as to reasonably screen the sight of said equipment from neighbors.
8. **SIGNS** : No signs, either permanent or temporary, of any kind, shall be placed or erected on any property. Provided further, however, the developer of Beau Chene Farms Subdivision, hereby reserves the right to have a sign to designate the name of the addition, and to advertise same.
9. **TEMPORARY STRUCTURES** : No trailer, unattached basement or storm cellar, tent, shack, garage, barn or other out building erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This restriction does not prohibit the storing of recreational vehicles on the lots.
10. **OUTBUILDINGS** : Out buildings shall be restricted to one (1) per lot. An outbuilding may be constructed on the back yard provided its design and size is compatible with the existing structure. Design and size of outbuilding is subject to the approval of the Architectural Control Committee. Cabana structures or gazebos may be built and maintained within the back yard building area on any lot in the subdivision. The interior area of a detached cabana will not be included in the determination of minimum dwelling sizes.
11. **SATELLITE DISHES** : Satellite television dishes are allowed within Beau Chene Farms with prior approval from the Board of Directors.
12. **OIL & MINING OPERATIONS** : No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted, nor shall oil wells, crude oil tanks, tunnels, mineral excavations, or shafts be permitted upon or on any building site. No derrick or other structure designed for use in boring for oil, natural gas, salt or any other mineral or petroleum product shall be erected, maintained, or permitted upon any building site.
13. **LIVESTOCK & POULTRY & PETS** : No animals, livestock, or poultry of any kind shall be raised or kept on any residential building site, except that dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for any commercial purposes.
14. **EASEMENTS** : Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of each lot. No trees, incinerator structures, buildings, pavement, or similar improvements shall be grown, built, or maintained within the area of the utility easements. No fences are allowed in drainage easements. Owners are hereby put on notice that any structure or plant material in the easements are subject to removal.
15. **NUISANCES** : No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood. Household pets may be kept, provided they are not kept, or maintained for any commercial purposes.

Grass, weeds, and tree sprouts shall be kept neatly cut and shall not be allowed to exceed six (6) inches from the ground surface. Fences, or outside structures or outdoor decorations shall be maintained so as not to become unsightly or an annoyance or a nuisance in the neighborhood. Upon owner's failure to comply with this subsection, the developer or the Property Owners Association may cut grass or weeds or perform maintenance upon fences, outside structures or outside decorations and shall be entitled to charge a reasonable fee to the owner of the lot for said service. No building material of any kind or character shall be placed or stored upon any lot in the subdivision until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines. All construction waste, dirt, tire tracking or debris deposited on interior streets shall be removed daily. Upon completion of improvements requiring such materials, all remaining building materials shall be removed from the subdivision.

16. **INOPERATIVE VEHICLES** : No vehicle, bus, tractor, or other conveyance or rig, other than lawn grass apparatus, shall be left inoperative on any platted lot for a period of more than fourteen (14) days, Lawn grass apparatus will not be stored on the front yard.

17. **SIGHT DISTANCE AT INTERSECTIONS** : No fence, wall, hedge, or shrub which obstructs sight lines at intersections shall be permitted.

18. **UTILITIES** : All utilities in this subdivision shall be placed underground.

19. **PROPERTY OWNER'S ASSOCIATION, MEMBERSHIP DUES, & CREATION OF LIENS** :

A. For the purpose of maintaining areas to be used in common with some or all of the residents and owners of property in Beau Chene Farms Subdivision, street lights, drainage, and such other activities and undertakings in common areas as may be for the general use and benefit of owners and residents of the property, each and every lot owner, in accepting a conveyance of any lot in this subdivision, agrees to and shall become a member of and be subject to the obligations and duly enacted bylaws and rules of an unincorporated, nonprofit association known as the Beau Chene Farms Subdivision Property Owner's Association. Each lot owner will be a member of the POA and manager of said association shall be H. Collins Haynes, whose duties involve supervision of all necessary personnel and equipment for operation and maintenance of common property in Beau Chene Farms Subdivision. Through dues collected on a monthly basis from each property owner, the POA will pay the monthly electric bill for the subdivision lighting, vehicles and equipment, manager's fee, water bill for landscape irrigation, mowing and maintenance of landscape and lawn areas and the maintenance of all private drive and front gates in common areas. A monthly fee of \$200.00 (two hundred dollars) shall be charged to cover expenses. Any emergency expenses for maintenance shall be paid by property owners only to maintain levels of service for occupancy and access to property.

B. The Property Owner's Association may, by majority vote of its duly elected Board of Directors, increase or decrease monthly fees, levy assessments or dues against all lot owners in order to defray the cost of performing maintenance and repairs upon common property within the subdivision. All property owners in the subdivision shall pay the required assessments or dues to the Property Owner's Association promptly when same become due. Such assessments or dues shall constitute a lien upon the property owned by such owner in the subdivision, and the same may be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas.

All delinquent assessments or dues shall bear interest at the rate of 10% per annum from the day the same become due until they are paid. The Association shall be entitled to a reasonable fee for its attorneys when their services become necessary to collect any delinquent assessments, all of which shall be part of the lien for dues.

37 1993

C. The liens herein created for unpaid assessments or dues to the Property Owner's Association are hereby made expressly inferior and subordinate to valid and bona fide mortgages and deeds of trust or retained vendor's liens securing obligations of owners of any of the lots in the subdivision up to the time of sale at foreclosure of any such mortgage, deed of trust, or vendor's lien and for a period of six (6) months thereafter or until the residence upon such property is occupied, whichever date shall first occur, after which time unpaid assessments or dues shall thereafter accrue as a lien upon such lot in the identical form and manner as prior to the foreclosure sale of property involved. The subordination shall be construed to apply not only to the original but to all successive mortgages, deeds of trust, and vendor's liens given by property owners to secure obligations, together with all extensions and renewals thereof.

20. VIOLATIONS : In the event of any violation or the attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration of the extensions thereof), it shall be lawful for any person or persons owning any lots in this subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, and either to prevent him or them from doing so and/or to recover damages for such violations. Provide further, however, that the Property Owner's Association shall receive from residents any complaints as to violations of the covenants and shall provide reasonable notice to any alleged violator of said violations prior to legal actions being taken.

21. BINDING EFFECT AND AMENDMENTS OF COVENANTS : All persons or corporations who now or shall hereafter acquire any of the lots in this subdivision shall be deemed to have agreed and covenanted with the owners of all other lots in this subdivision and with their heirs, successors, and assigns to conform and observe the restrictions, covenants, and stipulations contained herein for a period as herein set forth. These covenants may be amended at any time upon the affirmative vote of eighty percent (80%) of the then existing lots in Beau Chene Farms Subdivision (does not apply to monthly fees as provided for in paragraph 19A & 19B). It is expressly required that each lot be given one (1) vote, and a vote of eighty percent (80%) of the then existing lots shall be deemed sufficient to amend said covenants. It is the express intent that this number never exceed fourteen (14), same being the number of lots platted. Further, no amendments shall be allowed which would be in violations of the zoning designation in effect at the time of the amendment. No changes in the Protective Covenants shall be valid unless the same shall be placed of record in the office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of owners.

22. DURATION OF COVENANTS : These covenants and restrictions shall run with the land for a minimum period of thirty (30) years, to be automatically extended for successive periods of five (5) years without further action unless terminated by a majority of the property owners in the development, casting votes as hereinabove set forth in the amendment section of these covenants, and voting one (1) vote for each lot. It is the intent that these covenants promote the aesthetic value of Beau Chene Farms Subdivision.

23. SEVERABILITY : Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

EXECUTED this 5th day of April, 1993

BEAU CHENE FARMS SUBDIVISION

BY Colon Washburn
Colon Washburn

BY Harriette Washburn
Harriette Washburn

BY H. Collins Haynes
H. Collins Haynes

ACKNOWLEDGEMENT

State of Arkansas
County of Benton

Subscribed and sworn to before me, a Notary Public, this 5th day of April, 1993.

Connie Sue Stea
Notary Public



My commission expires: 7-15-1995

MALTO:
224 S. 2ND ST.
ROGERS, AR
72756

93-27746

FILED FOR RECORD

At 2:40 o'clock P.M.

MAY 05 1993

AMENDMENT TO
PROTECTIVE COVENANTS AND RESTRICTIONS
for
BEAU CHENE FARMS
Rogers, Benton County, Arkansas

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

The undersigned, representing the sole owners of **BEAU CHENE FARMS SUBDIVISION**, do hereby amend the Protective Covenants and Restrictions for **BEAU CHENE FARMS** filed for record on April 5, 1993, at Instrument No. 93-19923, with the Clerk and Recorder of Benton County, Arkansas.

1. Paragraph 3, **ARCHITECTURAL CONTROL COMMITTEE**, shall be amended to provide that the developer of the subdivision, Colon Washburn, his successors and assigns, shall be entitled to fourteen (14) votes for each lot owned for purposes of electing the three (3) members of the Architectural Control Committee after the termination of the original members' term of five (5) years. All other lot owners shall be entitled to one (1) vote per lot.

2. Paragraph 19, **PROPERTY OWNER'S ASSOCIATION, MEMBERSHIP DUES, AND CREATION OF LIENS**, is deleted and hereby replaced by the following:

"19. PROPERTY OWNER'S ASSOCIATION, MEMBERSHIP DUES, AND CREATION OF LIENS:

A. For the purpose of maintaining areas to be used in common with some or all of the residents and owners of the property in Beau Chene Farms Subdivision, street lights, drainage, and such other activities and undertakings in common areas as may be for the general use and benefit of owners and residents of the property, each and every lot owner, in accepting a conveyance of any lot in this subdivision, agrees to and shall become a member of and be subject to the obligations and duly enacted bylaws, rules and regulations of a nonprofit corporation known as Beau Chene Farms Subdivision Property Owner's Association. Each lot owner will be a member of the POA, and there shall be two classes of voting membership:

(1) Class A members shall be all owners with the exception of developer, Colon Washburn, his successors and assigns, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all persons shall be members. The vote of such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

[Handwritten signature]

(2) Class B members shall be the developer, Colon Washburn, his successors and assigns, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and convert to a Class A membership on the 1st day of May, 2008.

B. The initial manager of the Property Owner's Association shall be H. Collins Haynes, whose duties involve supervision of all necessary personnel and equipment for operation and maintenance of the common property in Beau Chene Farms Subdivision. Through dues collected on a monthly basis from each property owner, the POA will pay the monthly electric bill for subdivision lighting, vehicles and equipment, manager's fee, water bill for landscape irrigation, mowing and maintenance of the landscape and lawn areas, and the maintenance of all private drive and front gates in common areas. An initial monthly fee of \$200.00 shall be charged to fund the expenses. Any emergency expenses for maintenance shall be paid by the property owners only to maintain levels of service for occupancy and access to property.

C. The Property Owner's Association may, by majority vote of its duly elected board of directors, increase or decrease monthly fees, levy assessments or dues against all lot owners in order to defray the cost of performing maintenance and repairs upon common property within the subdivision. All property owners in the subdivision shall pay the required assessment or dues to the Property Owner's Association promptly when same shall become due. Such assessments or dues shall constitute a lien upon the property owned by such owner in the subdivision, and the same may be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas.

All delinquent assessments shall be subject to a penalty of ten percent (10%) per annum from the day the same become due until they are paid. The Association shall be entitled to a reasonable fee for its attorney and any other costs when their services become necessary to collect any delinquent assessments, all of which shall be part of the lien for dues.

D. The liens herein created for unpaid assessments or dues to the Property Owner's Association are hereby made expressly inferior and subordinate to valid and bona fide mortgages, deeds of trust or retained vendor's liens securing obligations of owners of any of the lots in the subdivision up to the time of sale at a foreclosure of any such mortgage, deed of trust, or vendor's lien, and for a period of six (6) months thereafter, or until the

D. |

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2012/3465
Term/Cashier: CASH3/Rozalia J. McCabe
02/03/2012 10:25AM
Tran: 179732
Total Fees: \$75.00

**THIRD AMENDMENT TO
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
BEAU CHENE FARMS
ROGERS, BENTON COUNTY, ARKANSAS**

THIS THIRD AMENDMENT TO PROTECTIVE COVENANTS & RESTRICTIONS FOR BEAU CHENE FARMS, ROGERS, BENTON COUNTY, ARKANSAS (the "**Amendment**") is adopted effective as of December 12, 2011 by the undersigned, who constitute at least eighty percent (80%) of the owners (the "**Owners**") of the lots (the "**Lots**") within Beau Chene Farms Subdivision (the "**Subdivision**") and have not less than eighty percent (80%) of the voting rights for purposes of amending the Original Covenants (defined below).

RECITALS

A. Colon Washburn, Harriette Washburn, and H. Collins Haynes, as the original owners and developers of the Subdivision executed and recorded Protective Covenants & Restrictions for the Subdivision dated April 5, 1993, which were filed of record in the real estate records of the Clerk and Recorder of Benton County, Arkansas on April 5, 1993 in Book 1993 at Page 1992; and amended by the Amendment to Protective Covenants & Restrictions for the Subdivision dated April 30, 1993, which was filed of record in the real estate records of the Clerk and Recorder of Benton County, Arkansas on May 5, 1993 in Book 1993 at Page 27746; and further amended by the Third Amendment to Protective Covenants and Restrictions for Beau Chene Farms Rogers, Benton County, Arkansas dated March 29, 2011 and filed of record in the real estate records of the Clerk and Recorder of Benton County, Arkansas on April 27, 2011 in Book 2011 at Page 21072 (collectively, the "Original Covenants");

B. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Covenants;

C. As of the date hereof, the undersigned Owners approving this Amendment collectively own not less than eighty percent (80%) of the Lots comprising the Subdivision and have not less than eighty percent (80%) of the voting rights for purposes of amending the Original Covenants;

D. the Owners desire that the Original Covenants be amended as set forth in this Amendment and to impose additional use restrictions on the Lots, the ingress and egress of the Subdivision, and other common property within the Subdivision (collectively, the "Property"); provided that all other terms, conditions and provisions of the Original Covenants shall remain in full force and effect solely except as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the undersigned state as follows:

1. **Incorporation of Recitals: Definitions.** The Recitals set forth above are not mere recitals of fact, but are contractual in nature and incorporated into this Amendment by reference and the Original Covenants, and this Amendment shall run with the land, except in the event of a conflict between the incorporated Recitals and the numbered sections of this amendment, the numbered sections of the Amendment shall control. The term "Covenants" shall be deemed to include the Original Covenants and any and all amendments thereto including, but not limited to, this Amendment.

2. **Amendments.** The following are adopted as amendments to the Original Covenants:

A. **Section 1** of the Original Covenants is hereby amended and restated in its entirety as follows:

1. **LOT USE.** All Lots within Beau Chene Farms Subdivision shall be governed by the provisions of the Rogers City Code governing single-family residences, as governed by R1, except Lot 11, which is zoned A-1 as of April 5, 1993, being the date on which the Original Covenants were executed. No Lot within Beau Chene Farms Subdivision, including Lot 11, shall be used for any commercial or business purpose; provided, that nothing herein shall be construed to prohibit any resident from having a home office within such person's residence. Furthermore, all ingress and egress of the Subdivision, including the entrance on Northgate Road, shall be exclusively for the use of the Owners, their guests, agents and service providers, and exclusively for access to Lots 1, 2, 3, 4, 5, 6, 7A, 8A, 9A, 11B, 12A, 13A, and 14 within Beau Chene Farms Subdivision. The use of any ingress or egress of the Subdivision for access to any real property adjacent to or adjoining the Subdivision, regardless of by whom the adjacent or adjoining property is owned, is expressly and strictly prohibited.

3. **Ratification.** All other terms and conditions of the Original covenants except as modified or amended herein, remain in full force and effect without modification and are hereby acknowledged and ratified by the Owners. All term and conditions of covenants shall continue to run with the Property and the Subdivision.

4. **Counterparts.** This Amendment may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement, even though all the parties have not have signed the same counterpart. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.

IN WITNESS WHEREOF, the Owners have hereunto set their hands and seals this 12 day of December, 2011.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES.]

IN WITNESS WHEREOF, the undersigned Owner(s) hereto have executed this Amendment effective as of the date set forth above.

OWNERS OF LOTS 5 and 6:

Harrison O. French and Rhonda A. French

By: [Signature]
Harrison O. French

By: [Signature]
Rhonda A. French

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF Benton)

ON THIS DAY, before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared:

Harrison O. French and Rhonda A. French,

to me personally well known or sufficiently identified, who stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 12 day of December, 2011.

(seal)

[Signature]
Notary Public

My Commission Expires: MARCH 06, 2018

Kristen Boozman
BENTON COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires March 06, 2018
Commission No. 12364715

IN WITNESS WHEREOF, the undersigned Owner(s) hereto have executed this Amendment effective as of the date set forth above.

OWNER OF LOT 4:

THE JUDITH C. JOHNSON REVOCABLE TRUST

By: *Judith C. Johnson*
Judith C. Johnson, Trustee

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF Benton)

ON THIS DAY, before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared:

JUDITH C. JOHNSON,

to me well known or satisfactorily proven to be the Trustee of

THE JUDITH C. JOHNSON REVOCABLE TRUST

and was duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said trust, and further stated and acknowledged that she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 12 day of December, 2011.

Kristen Boozman
Notary Public

My Commission Expires: March 06, 2018

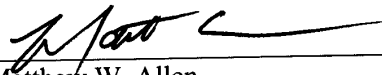
(seal)

Kristen Boozman
BENTON COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires March 06, 2018
Commission No. 12364715

IN WITNESS WHEREOF, the undersigned Owner(s) hereto have executed this Amendment effective as of the date set forth above.

OWNERS OF LOT 13A:

Matthew W. Allen and Christine L. Allen

By: 
Matthew W. Allen

By: 
Christine L. Allen

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF Benton)


ON THIS DAY, before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared:

Matthew W. Allen and Christine L. Allen,

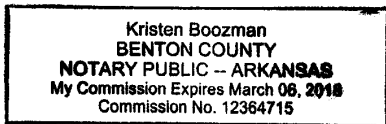
to me personally well known or sufficiently identified, who stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 12 day of December, 2011.

(seal)


Notary Public

My Commission Expires: MARCH 06, 2018



IN WITNESS WHEREOF, the undersigned Owner(s) hereto have executed this Amendment effective as of the date set forth above.

OWNERS OF LOT 7A:

Dan Bradford and Jana Bradford

By: *Dan Bradford*
Dan Bradford

By: *Jana Bradford*
Jana Bradford

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF Benton)

ON THIS DAY, before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared:

Dan Bradford and Jana Bradford,

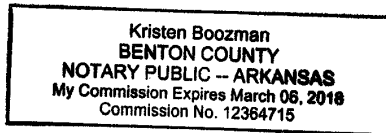
to me personally well known or sufficiently identified, who stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 09 day of December, 2011.

(seal)

Kristen Boozman
Notary Public

My Commission Expires: MARCH 06, 2016



IN WITNESS WHEREOF, the undersigned Owner(s) hereto have executed this Amendment effective as of the date set forth above.

OWNER(S) LOT 14 & CONTIGUOUS OWNED
PROPERTY:

Paul Bergant
PAUL BERGANT

Martha Bergant
MARTHA BERGANT

STATE OF ARKANSAS)
COUNTY OF Benton)ss)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named PAUL BERGANT and MARTHA BERGANT to me personally well known, who stated that they executed the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 09 day of December, 2011.

Kristen Boozman
Notary Public

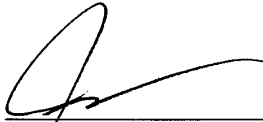
My Commission Expires
March 06, 2018
(SEAL)

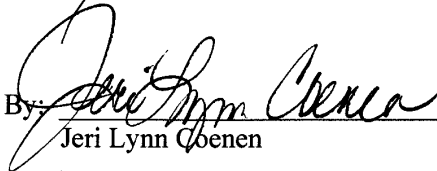
Kristen Boozman
BENTON COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires March 06, 2018
Commission No. 12364715

IN WITNESS WHEREOF, the undersigned Owner(s) hereto have executed this Amendment effective as of the date set forth above.

OWNERS OF LOT 3:

James L. and Jeri Lynn Coenen

By: 
James L. Coenen

By: 
Jeri Lynn Coenen

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF Benton)

ON THIS DAY, before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared:


James L. and Jeri Lynn Coenen,

to me personally well known or sufficiently identified, who stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 09 day of December, 2011.

(seal)

Kristen Boozman
BENTON COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires March 06, 2018
Commission No. 12364715


Notary Public

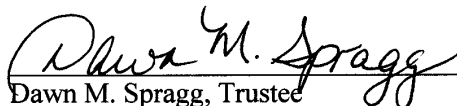
My Commission Expires: MARCH 06, 2018

IN WITNESS WHEREOF, the undersigned Owner(s) hereto have executed this Amendment effective as of the date set forth above.

OWNERS OF LOT 1:

SPRAGG FAMILY TRUST

By: 
Gregory E. Spragg, Trustee

By: 
Dawn M. Spragg, Trustee

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF Benton)

ON THIS DAY, before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared:

GREGORY E. SPRAGG AND DAWN M. SPRAGG,

to me well known or satisfactorily proven to be the Trustees of

THE SPRAGG FAMILY TRUST

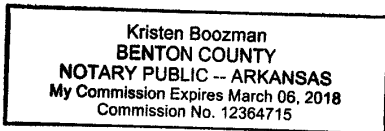
and were duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said trust, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 8 day of December, 2011.

(seal)


Notary Public

My Commission Expires: MARCH 06, 2018



IN WITNESS WHEREOF, the undersigned Owner(s) hereto have executed this Amendment effective as of the date set forth above.

OWNER(S) LOT 2:

THE ROBERT MICHAEL AND LORI FREY SHERBA TRUST

By: [Signature]
Robert M. Sherba, Trustee

By: [Signature]
Lori Frey Sherba, Trustee

STATE OF ARKANSAS)
)ss
COUNTY OF Benton)

Benton County, AR
I certify this instrument was filed on
02/03/2012 10:28AM
and recorded in DEED Book
2012 at pages 3465 - 3477
Brenda DeShields-Circuit Clerk

ACKNOWLEDGMENT

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named **THE ROBERT M. SHERBA** and **LORI FREY SHERBA**, to me well known, who stated that they were the Trustees of **THE ROBERT MICHAEL AND LORI FREY SHERBA TRUST**, and were duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said trust, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8 day of December, 2011.

[Signature]
Notary Public

My commission expires:

April 10, 2012
(SEAL)

