

Branda DeShields-Circuit Clerk
Benton County, AR
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08/27/2007 8:46:28AM
Tran: 11624
Total Fees: \$85.00
Book 2007 Page 34999
Recorded in the Above
DEED Book & Page
08/27/2007

**RESTRICTIVE COVENANTS
SYLVAN ACRES II SUBDIVISION
BENTON COUNTY, ARKANSAS**

WHEREAS ELSIE M. JONES, LLC, an Arkansas limited liability company (hereinafter called "Developer"), and STEVEN KICK and CAROL KICK, husband and wife, CURTIS M. SHARP, an individual, PHILLIP MALLARD and RHONDA MALLARD, husband and wife, and DON R. HERRING and BETH L. HERRING, husband and wife (all hereinafter collectively referred to as "Owners") are all the owners of the real property located in Benton County, Arkansas (hereinafter called the "Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes and commonly known as Sylvan Acres II (the "Subdivision"); and

WHEREAS, Developer has subdivided the Property into single family lots, which lots are more particularly described as Lots 1 through 26 of the Subdivision, a Subdivision of Benton County, Arkansas recorded in Plat Book 2005 at page 697 in the map or plat records of Benton County, Arkansas, (such Lots being hereinafter collectively called "Single Family Lots" and individually as a "Single Family Lot" or a "Lot"); and

WHEREAS, Developer has developed the Property and plans to sell the Single Family Lots to persons who will construct thereon single family residences, and Developer and Owners desires to impose on the Single Family Lots mutually beneficial restrictions under a general plan of improvements for the benefit of all Single Family Lots and the future owners of the Property.

NOW, THEREFORE, Developer and Owners hereby declares and agrees that the covenants and restrictions hereinafter set forth are to run with the Single Family Lots for the purpose of enhancing and protecting their value and desirability and shall benefit and be binding upon all parties and all persons owning Single Family Lots, and their heirs, personal representatives, successors and assigns. Any and all contracts, purchase agreements, or deeds affecting any Single Family Lots shall be deemed to have these covenants and restrictions incorporated therein by reference, and any and all such contracts, purchase agreements, or deeds affecting any Single Family Lot shall be conclusively held to have been executed, delivered, and accepted with full knowledge of all covenants and restrictions contained herein. Furthermore, it is expressly declared and agreed that these covenants also benefit the Developer and Owners and future owners of the Property because of the interest of the Developer and such future owners in having the entire Property maintained in an attractive manner for the benefit of all owners of any portion of the Property.

1. ARCHITECTURAL CONTROL COMMITTEE.

(a) DESIGNATION. Developer shall appoint three individuals to serve as an architectural control committee (hereinafter called the "Committee"). The Committee may designate a representative to act for it. Until such time as Developer no longer owns any interest in the Property, members of the Committee may be removed for any reason by Developer, and in the event of the death, resignation or removal of a member of the Committee, Developer shall

have full authority to designate a successor. At such time as Developer no longer owns any interest in the Property, the rights of the Developer with respect to removal and appointment of members of the Committee shall vest in the record owners of the Single Family Lots, who may exercise such rights by a majority vote.

(b) AUTHORITY. No building, fence or other structure shall be erected, placed or altered on any Single Family Lot until plans and specifications therefor have been submitted to and approved by the Committee. Following the completion of construction, no building, fence or other structure shall be occupied or otherwise utilized until the Committee has determined that the complete building, fence or other structure was erected, placed or altered on the Single Family Lot in compliance with the approved plans and specifications.

(c) PROCEDURE. Plans and specifications shall be submitted to the Committee at least fifteen (15) days prior to the commencement of any construction. These plans and specifications shall include at least the following: (1) plans and elevations of all faces of the structures; (2) a description of all exterior construction materials; and (3) a statement certifying the square footage of heated area. The Committee shall review the plans and specifications and notify the owner in writing of its approval or disapproval. If said Committee fails to approve or disapprove said plans and specifications within fifteen (15) days after the same has been submitted to it, they will be deemed to have been approved by the Committee. A completed building, fence or other structure shall be deemed to have been constructed in compliance with the plans and specifications unless within sixty (60) days after completion of construction the Committee places on record an instrument setting forth its disapproval. Any disapproval shall set forth the elements disapproved and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive. The Committee may approve any deviation from these covenants and restrictions as the Committee, in its sole and absolute discretion, deems consistent with the purposes hereof. Approval by the Committee of the plans and specifications or its determination that the completed building, fence or other structure has been constructed in accordance with the plans and specifications shall be deemed to be an acknowledgment by the Committee that such are in accordance with these covenants and restrictions and such acknowledgment shall be binding against the owners of the Single Family Lots and the Property.

Review and approval of plans and specifications by the Committee will be made on the basis of aesthetic considerations only and the Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements.

2. USE. None of the Single Family Lots shall be used for other than single family residence purposes. There shall not exist on any Single Family Lot at any time more than one residence. No building erected on a Single Family Lot shall exceed two stories in height. No permanent tent, shack or barn shall be allowed or permitted to be placed or erected on any Single Family Lot. No trailer, temporary building, outbuilding, or guest house shall be erected on any of the Single Family Lots without the prior written approval of the Committee. Except as provided

herein, no trade or business of any kind shall be conducted upon a Single Family Lot or any part thereof. Only construction of new buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a Single Family Lot and remodeling or converting same into a dwelling house.

No trade or business may be conducted in, upon, or from any Single Family Lot or any building thereon, except that an Owner or occupant of a residence may conduct business activities within the residence so long as the following conditions are met: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve regular visitation of the residence by clients, customers, suppliers or other business invitees or door to door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision.

3. BUILDING AREA. All buildings on Single Family Lots shall be constructed in accordance with any and all applicable county and state codes, rules and regulations. Any single family residence shall have at least 2400 square feet of heated area, excluding porches, garages, and breezeways, and the first floor area of any multi-level dwelling shall contain at least 2400 heated square feet.

4. BUILDING MATERIALS. All buildings on Single Family Lots shall be constructed in accordance with all applicable county and state codes, rules and regulations applicable to building materials. Additionally, the following shall apply to all residences constructed within the Subdivision:

- (a) All foundations shall be constructed of #1 grade concrete block or shall be constructed by using a monolithic poured concrete slab method.
- (b) All roof overhangs will be a minimum of six inches (6").
- (c) Roof pitches shall be a minimum of 8/12.
- (d) Soffits and siding shall be of maintenance free material, and absolutely no Y-111 or vinyl siding will be permitted.
- (e) All residence exteriors shall be 70% to 100% covered in brick or stone masonry or a combination thereof, excluding windows, entry doors and garage doors.

5. FENCES. All fences shall be of new materials only. There shall be no wire, hog wire, barbed wire, or similar materials used for exterior fencing, but new chain link fencing is permitted. No fence on any Single Family Lot shall exceed, toward the front property line, past the front building line. All fences shall be maintained in an attractive manner. No fence on any

Single Family Lot shall exceed eight (8) feet in height. The fences shall have the "good" side facing the street and the "skeletal" side facing the interior of the Lot. Additionally, all Lots shall have an unobstructed clearance between the bottom of the fence and the ground or ground cover, excluding fence posts, if a privacy fence (of solid material such as wood, brick, stone or masonry) is used. The clearance requirement shall not apply to or prohibit new chain link fences from extending to ground level, it being the intent and purpose of this provision to allow for proper drainage under all fencing pursuant to the drainage requirements reflected on the Plat of this Subdivision.

6. UTILITIES. All utilities, including without limitation telephone wiring, shall be placed below grade, except that transformers or any other equipment which is impractical to place below grade may be placed above grade.

7. AIR CONDITIONING APPARATUS. No air conditioning apparatus shall be installed on the ground in front of a residence unless approved by the Architectural Control Committee. No air conditioning apparatus or evaporation cooler shall be installed on any front side of a residence.

8. GARAGES. Any garages constructed on any Lot shall be not less than two (2) car size and shall be fully enclosed and contain full-length doors at the entrance way thereto. No garage shall be used by anyone other than the Owner of a Lot on which the garage is situated or his family or bona fide guest. Each residence shall have a concrete driveway connecting the garage to the street, and each drive way shall be of adequate width to accommodate two (2) automobiles when parked side by side, but in any event not less than sixteen (16) feet in width.

No garage may be enclosed for living purposes when initially constructed. The owner may choose to use the garage as heated space, but shall leave the garage door in place and otherwise leave the appearance of the outside of the residence the same. Carports will not be allowed to be constructed on any Lot or attached to any residence within the Subdivision without the prior approval of the Committee.

9. MINERAL EXPLORATION DEVELOPMENT. No operations for mining or exploration for or removal of any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind shall be conducted on any Single Family Lot.

10. SIGNS. No signs whatsoever (movable or affixed) including, but not limited to, commercial and similar signs, which are visible from adjacent property or from public thoroughfares shall be erected or maintained on any lot, with the exception of the following:

- (a) Such signs as may be required by law.
- (b) A residential identification sign not more than twenty-four (24) by twenty-four (24) inches in height and width.

- (c) During the time of construction of any residences or other improvements, on job identification signs not larger than thirty-two (32) by twenty-four (24) inches in height and width.
- (d) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in the Benton County, Arkansas area to advertise the sale or rental of individual parcels of residential real property.

The provisions of this paragraph shall not prevent the Developer from constructing, erecting or maintaining structures or signs of any content or size on Lots owned by it when the Developer, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Single Family Lots or other portions of the Property. In addition, the provisions of this paragraph shall not prevent any home builder from erecting or maintaining signs of any size advertising model homes on Lots owned by such home builder provided that such signs are in compliance with all applicable laws and.

11. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Single Family Lot, except that dogs, cats or other household pets may be kept thereon; provided that they are not kept, bred or maintained for any commercial purpose. No household pet shall be allowed to become a nuisance to the adjoining Single Family Lot owners.

12. CLOTHESLINES. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained except within a fenced back yard or otherwise concealed and not visible from public thoroughfares.

13. MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Single Family Lot, except such machinery or equipment as is usual and customary in the area in connection with the use and maintenance or construction of a private residence or appurtenant structures; provided, however, such machinery or equipment may be so placed, operated or maintained by any governmental or quasi-governmental agency or a public utility. However, machinery and equipment for a home workshop may be placed, operated and maintained inside a private residence, including an enclosed garage.

14. ANTENNAS AND SIGNALS. No exterior antenna or other device for the transmission or reception of any form of electromagnetic radiation shall be erected, used or maintained on any Single Family Lot, unless the same is appropriately screened so as to not be visible from the front of any other Single Family Lot or any public street. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Single Family Lot which may unreasonably interfere with the reception of television or radio signals on any other Single Family Lot. No satellite dish antenna shall be erected unless the same is appropriately screened so as to not be visible from the front.

15. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities serving the Single Family Lots are reserved as shown on the recorded plat of the Subdivision referred to herein. Within these easements, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may materially change the direction of flow, obstruct, or retard the flow of water in and through the drainage channels across such easements. The easement area of each Single Family Lot and all improvements in it shall be maintained continuously by the owner of the Single Family Lot, except for those improvements for which one or more public authorities or utilities are responsible. By acceptance of a deed to any such Lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any and all easements which may traverse any portion of said Lot.

16. TEMPORARY STRUCTURES, VEHICLES. No inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from the adjacent property or any public thoroughfare; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved in accordance herewith. Any temporary construction shelter or facility shall only be permitted or allowed with the prior written approval of the Committee. In addition, no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed or repaired upon any Single Family Lot or the Property or any street or private driveway in such a manner as will be visible from neighboring property or any public thoroughfares, except for normal, routine maintenance of motor vehicles and/or minor repairs which typically do not take longer than seventy-two (72) hours. No trailer, tent, camper, mobile home, shack, garage or other temporary structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair or remodeling of a dwelling shall be removed immediately after the completion of construction. No trailer, boat, camper, recreation or commercial vehicle shall be permanently parked or stored in such a manner so as to be directly visible from any public thoroughfares. Permanently parked is deemed to designate the customary location of these vehicles when not in use.

17. PARKING AND PROHIBITED VEHICLES.

(a) Parking. Occupant vehicles shall be parked only in the garage or driveway serving the residence dwelling. No occupant vehicles may be parked overnight on any of the streets of the Subdivision. Single Family Lot owners shall provide sufficient off street parking to accommodate vehicles used by their family. For purposes of this provision a vehicle is considered an "occupant" if it is parked on or by the Lot or residence four (4) or more hours per day, four (4) or more days in any seven (7) day period. On-street parking on a temporary basis is allowed for visitors and guests.

(b) Prohibited Vehicles. Commercial vehicles, vehicles primarily used or designed for commercial purposes, commercial or heavy tractors, and semi-trailer trucks shall not

be allowed to park in the Subdivision, either on the streets or on a privately owned Single Family Lot.

18. OUTBUILDINGS. As previously mentioned, only outbuildings approved by the Committee will be permitted on any Single Family Lot. No outbuilding shall be placed or constructed on any Single Family Lot which shall exceed 250 square feet in area. Any such outbuildings so permitted shall not detract from the general appearance of the neighborhood. All outbuildings permitted shall be pre-manufactured outbuildings of sound construction, and the quality of appearance shall be approved by the Committee. No sheet iron, tin or scrap or unpainted or unfinished metal shall be used for siding or roof or any part thereof; notwithstanding the foregoing, pre-manufactured metal outbuildings, as may be approved by the Committee, will be permitted. Any such permitted outbuildings shall only be placed on any Single Family Lot with the prior written approval of the Committee.

An outbuilding, of the type to be approved by the Committee, shall be required on any Single Family Lot which has a back yard which is visible to any public thoroughfare or which is not fully enclosed by a privacy fence made of solid material such as wood, brick, stone or masonry, and by acceptance of a deed to any such Lot, the owner thereof covenants and agrees to obtain and place said outbuilding on said Lot. The Committee may also require such an outbuilding on any other Single Family Lot which it deems necessary in order to provide a clean, neat and uncluttered appearance on all Single Family Lots. It is the intent of this provision to ensure that the back yard of any Lot which is unfenced by a privacy fence made of solid material such as wood, brick, stone, or masonry, will have a neat, clean and uncluttered appearance. Such outbuildings must be used for the storage of any and all lawn, maintenance and other equipment, and such other various household belongings as is necessary to keep the yard of said Lot free from a cluttered or unkempt appearance, as determined by the Committee, as may be visible from any adjacent properties and public thoroughfares; and by acceptance of a deed to any such Lot, the owner thereof covenants and agrees to do so.

19. MAILBOXES. All Single Family Lots shall have cast aluminum mailboxes and shall be maintained in good, attractive condition.

20. NUISANCES. The land and improvements constituting or located on each Single Family Lot shall not be used so as to disturb the neighborhood or occupants of the adjacent property, nor to constitute a nuisance, nor to violate any public law, ordinance or regulation from time to time applicable thereto. No such land and improvements shall be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes, liquids, noises or other such materials or conditions. Except during the period of construction of a home or other structure, or during time required for the improvement or maintenance of a home or other structure, no owner shall permit any rubbish or debris of any kind to be placed or to accumulate upon any Single Family Lot. No owner shall permit any thing or condition to exist upon any Single Family Lot which shall induce, breed, or harbor diseases or insects or other pests. No lighting or illumination of any type shall be placed upon a Single Family Lot in such a manner as to cause unreasonable glare or illumination on any other Single Family Lot or on public thoroughfares. There shall be no discharge of firearms on any Single Family Lot.

21. GENERAL MAINTENANCE. Each Owner shall maintain and care for all improvements and all trees, foliage, plants and lawns on his or her Single Family Lot and otherwise keep his or her Single Family Lot and all improvements thereon in a neat manner and prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Single Family Lot, and otherwise keep his or her Single Family Lot in conformity with the general character and quality of properties in the immediate area. In addition, by acceptance of a deed to any Lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain said Lot in a neat and clean condition at all times.

22. PARTIAL INVALIDITY. Invalidation of any of these covenants, restrictions or conditions, by court judgment or otherwise, shall not affect, in any way, the validity of the other covenants, restrictions or conditions, all of which shall remain in force and in effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

23. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity by the owner of any Single Family Lot, the Developer or any future owner of any part of the Property against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages, or both.

24. RIGHT TO ASSIGN. The Developer may, by appropriate instruments, assign or convey to any person, organization or corporation, any or all rights, reservations, easements and privileges herein reserved by the Developer. Upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as Developer may exercise, transfer or assign such rights, reservations, easements and privileges.

25. NOTICES. All notices given or required to be given to an Owner shall be sent via the United States mail, postage prepaid, certified or registered, return receipt requested.

26. TERM. These covenants and restrictions are to run with the Property and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, after which time said easements and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of 75% or more of the Single Family Lots has been recorded, agreeing to terminate said covenants and restrictions or change them in whole or in part.

27. AMENDMENT OR MODIFICATION. The restrictions contained herein may at any time be altered, amended or modified by written declaration, signed and acknowledged by the owners of 75% or more of the Single Family Lots and recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

28. LANDSCAPING. All Lots shall have the front yards sodded, with side and rear yards to be graded, seeded, and straw spread at the builders' expense. These landscaping requirements shall be installed or planted in the yards of each Lot within thirty (30) days of completion of the residence. No commercial or private farming shall be allowed on any Single Family Lot, provided that a garden will be permitted in the backyard when it is sized for the needs of the occupants of the Single Family Lot. Such a garden shall be maintained so that it does not appear unkept or unsightly in appearance.

29. COUNTERPARTS. These Restrictive Covenants may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

Executed as of this 10th day of August, 2007.

ELSIE M. JONES, LLC,
an Arkansas Limited Liability Company ("Developer")

By: Elsie M. Jones
Elsie M. Jones, Authorized Member

Attest:

Elsie M. Jones
Elsie M. Jones, Secretary

The undersigned, being the owner of the following described property situated in Benton County, Arkansas:

Lot 10, Final Plat Sylvan Acres II, Benton County, Arkansas, as shown in Plat Record Book 2005 at Page 697.

Subject to easements, right-of-ways, and protective covenants of record, if any.

do hereby approve, adopt, affirm and ratify the Restrictive Covenants for Sylvan Acres II Subdivision as set forth in the foregoing document to which this signature page is attached.



Steven Kick



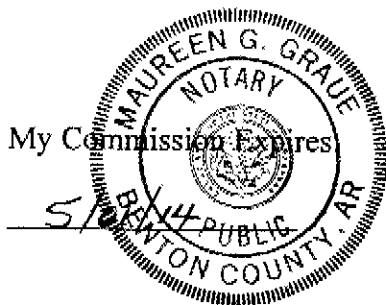
Carol Kick

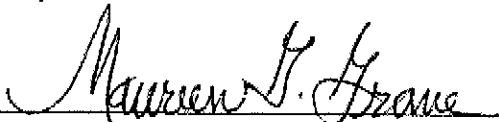
ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF *Washington*)

BE IT REMEMBERED that on this 13 day of Aug, 2007, came before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, appeared in person the within named **Steven Kick** and **Carol Kick**, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.






Notary Public

The undersigned, being the owner of the following described property situated in Benton County, Arkansas:

Lot 15 Sylvan Acres II, Benton County, Arkansas, as shown in Plat Book 2005 at Page 697.

Subject to covenants, easements, and rights of way, if any.

does hereby approve, adopt, affirm and ratify the Restrictive Covenants for Sylvan Acres II Subdivision as set forth in the foregoing document to which this signature page is attached.

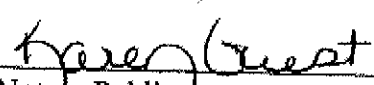

Curtis M. Sharp

ACKNOWLEDGMENT

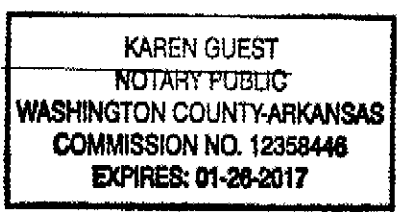
STATE OF Arkansas)
) SS.
COUNTY OF Washington)

BE IT REMEMBERED that on this 14th day of August, 2007, came before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, appeared in person the within named **Curtis M. Sharp**, an individual, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

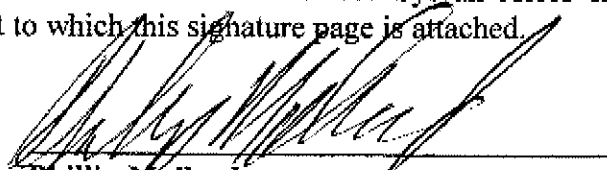


The undersigned, being the owner of the following described property situated in Benton County, Arkansas:

Lot 11, Sylvan Acres II, Benton County, Arkansas, as shown in Plat Book 2005 at Page 697.

Subject to covenants, easements, and rights of way, if any.

do hereby approve, adopt, affirm and ratify the Restrictive Covenants for Sylvan Acres II Subdivision as set forth in the foregoing document to which this signature page is attached.


Phillip Mallard


Rhonda Mallard

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF WASHINGTON)

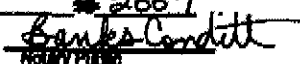
BE IT REMEMBERED that on this 13th day of AUGUST, 2007, came before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, appeared in person the within named **Phillip Mallard** and **Rhonda Mallard**, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

5-1-2009

County of WASHINGTON
State of Arkansas
Acknowledged before me this 13th day
of AUGUST 2007

Notary Public
My Commission Expires 5-1 2009

The undersigned, being the owner of the following described property situated in Benton County, Arkansas:

Lot 23, Final Plat Sylvan Acres II, Benton County, Arkansas, as shown in Plat Record Book 2005 at Page 697.

Subject to easements, right-of-ways, and protective covenants of record, if any.

do hereby approve, adopt, affirm and ratify the Restrictive Covenants for Sylvan Acres II Subdivision as set forth in the foregoing document to which this signature page is attached.

Don R. Herring
Don R. Herring

Beth L. Herring
Beth L. Herring

ACKNOWLEDGMENT

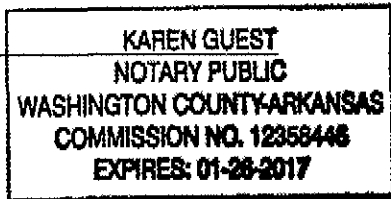
STATE OF ARKANSAS)
) SS.
COUNTY OF Washington)

BE IT REMEMBERED that on this 10th day of August, 2007, came before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, appeared in person the within named **Don R. Herring** and **Beth L. Herring**, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Karen Guest
Notary Public

My Commission Expires:



Book 2007 Page 35013

Recorded in the Above

DEED Book & Page

08/27/2007

Benton County, AR

I certify this instrument was filed on

08/27/2007 8:48:34AM

and recorded in DEED Book

2007 at pages 0034999 - 0035013

Brenda DeShields-Circuit Clerk

Exhibit A

Lots 1 through 26, Sylvan Acres II, Benton County, Arkansas, as shown in Plat Book
2005 at Page 697