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**DECLARATION OF COVENANTS OF ASSURANCE**  
**OF THE THORNBURY SUBDIVISION - PHASE II**  
**TO THE CITY OF SPRINGDALE, ARKANSAS**

FILED FOR RECORD  
AT 3:31 O'clock P.M.

OCT 27 1997

MP-132-99

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS;

This Declaration of Covenants of Assurance is entered into by and between the parties hereto on this 27th day of October, 1997.

WITNESS:

WHEREAS, we the undersigned constitute one hundred percent ownership of the following described real property situated in Benton County, Arkansas, to-wit:

A part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), and part of the Northeast quarter (NE 1/4) of the Southwest Quarter (SW 1/4), all in Section 23, Township 18 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows:

Beginning at the Northeast corner of the SE 1/4, NW 1/4; Thence along the North line of said SE 1/4, NW 1/4 N 89°48'21" W 719.29 feet; thence S 16°16'18" W 245.39 feet to the Point of Beginning; thence S 39°03'58" E 254.19 feet; thence S 58°46'09" W 25.84 feet; thence S 31°13'51" E 50.00 feet; thence S 19°57'21" E 162.70 feet; thence S 54°9'44" W 222.04 feet; thence S 23°44'58" W 273.13 feet; thence S 5°02'33" W 511.98 feet; thence S 10°44'36" E 306.53'; thence S 66°48'05" W 42.31 feet; thence S 23°08'49" E 219.86 feet; thence S 71°19'17" W 294.95 feet; thence N 23°08'49" w 192.65 feet; thence S 86°39'11" W 78.45 feet; thence N 03°20'49" W 50.00 feet; thence N 34°18'13" W 277.54 feet; thence N 15°41'36" E 376.91 feet; thence N 06°17'09" E 238.87 feet; thence N 16°33'58" E 443.81 feet; thence N 29°32'02" E 409.69 feet; thence along a curve to the right whose chord bears S 54°50'54" E, with a radius of 450.0' a distance of 65.54'; thence leaving said curve N 39°11'09" E 149.71 feet at the Point of Beginning , containing in all 17.11 acres, more or less.

This real property is also known as the Thornbury Subdivision - Phase II to the City of Springdale, Benton County, Arkansas, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

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**ARTICLE I**

**Definitions**

The following terms as used in this Declaration of Covenants of Assurance are defined as follows:

- A. "Declaration" means this Declaration of Covenants of Assurance for the Thornbury Subdivision - Phase II to the City of Springdale, Benton County, Arkansas.
- B. "Property" means the Thornbury Subdivision - Phase II to the City of Springdale, Benton County, Arkansas, as the same may be shown on the plat thereof recorded.
- C. "Lot" means any numbered Lot designated on the Plat or Plats of the property.
- D. "Plat" means the map of plats of the Thornbury Subdivision - Phase II to the City of Springdale, Arkansas, as they are recorded.
- E. "Owner" shall mean and refer to the record owner.
- F. "Subdivision" means the Thornbury Subdivision - Phase II to the City of Springdale, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.
- G. "Developer" means Neil Johnson and Donna Ruth Johnson, husband and wife, and Doy Gillihan and Betty Kay Gillihan, husband and wife.

**ARTICLE II**

**Restrictions on Residential Lots**

1. **Fences:** Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot.

All fences adjacent to the front or side of the residence shall be constructed in wrought iron or masonry or a combination of both. There shall be no chain link fences.

2. **Nuisances:** No noxious or offensive activities or nuisances shall be permitted on any Lot or Parcel.
3. **Signs:** No person shall erect or maintain upon any Lot or Improvement any sign or advertisement, except a real estate sign when the property is listed for sale.
4. **Animals:** No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance.
5. **Garbage and Refuse Disposal:** No Owner shall accumulate on his Lot litter, refuse or garbage, except in approved receptacles. All homeowners in the subdivision shall be required to have mandatory trash pick up as provided by the City of Springdale, Arkansas.
6. **Limited Access:** there shall be no access to any Lot on the perimeter of the Property except from designated streets or roads within the property.
7. **Drilling and Mining:** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.
8. **Satellite Dishes Prohibited:** Any and all satellite dishes shall be prohibited in the subdivision.
9. **Parking on the Streets:** No vehicles may be parked overnight in the streets of this subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guests. also, no semi-trailer trucks or commercial vehicles shall be allowed to park in said subdivision, either on the streets or on privately owned lot.
10. **Homeowner's Association:** A Homeowner's Association may be formed with a minimum of 25 different lot owners, however, it must be formed when there are 40 different lot owners or within two years, whichever occurs first. All lot owners must be members of the association and shall automatically become members of the Homeowner's Association with the membership fee of \$500.00 to be paid by

developer at the time of closing. This \$500.00 membership fee will be paid one time and will be held in an interest bearing account until the association is formed. All association memberships will pass with property ownership in the subdivision. Each lot will carry one vote in the association, except Lots 51, 51A and 51B of Thornbury Subdivision - Phase I.

Developers will retain fee simple ownership in, and shall maintain or be responsible for lots 51, 51A, and 51B of Phase I, until the Homeowner's Association is in effect as set out herein. At that time, said lots will be conveyed to Homeowner's Association and will become common areas. this responsibility shall included maintenance of all landscaping, the pattern concrete at the entrance of the subdivision, street lights in the subdivision, and sign posts in the subdivision. When the Homeowner's Association is formed, the money in the account previously described will be conveyed by developers to the association along with the ownership and responsibilities for maintenance of the proposed common areas.

Lots which are to be future common area ( Lots 51, 51A and 51B) are not lots for purpose of building requirements and are not lots for purposes of voting rights for amendment of these covenants.

11. **Structures Other than Dwellings:** No trailer, mobile home, tent, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the back of the residence, providing that the building is not unsightly and it is acceptable to the City of Springdale. All plans for storage buildings erected on the property must be approved by the developers.

12. **Recreational Vehicles and Boats:** Recreational and camping vehicles and boats may be stored and parked on the lots. However, these vehicles and boats shall be located behind the house, guesthouse or fence, or in or behind the garage, or

otherwise screened so that they are not readily visible from the street or adjoining lots. screening walls and fences must be constructed of brick, stone, or decorative wood.

13. **Minimum Square Footage:** there shall be a minimum square footage requirement on all dwellings constructed in the subdivision. There is a minimum of 3,000 squared feet of heated area on all one-story dwellings. On all multi-story dwellings, there shall be a minimum square footage of 2,000 square feet on the first floor. this minimum square footage requirement is exclusive of garages, porches, patios and decks.

14. **Restriction of Type of Dwelling:** There shall be no dwellings erected on any lots in this subdivision, other than an attached single family dwelling, having at least a two-car enclosed garage with entrances from side or rear.

15. **Approval of Plans by Developers:** All plans for improvements to be constructed on lots in the subdivision shall be first submitted for review and approval by the developers, Neil Johnson and Donna Ruth Johnson, husband and wife, and Doy Gillihan and Betty Kay Gillihan, husband and wife, who shall compose the initial architectural control committee. approval by the developers must be obtained in writing before construction on any improvement on any lot in the subdivision begins and any variances to the improvement initially approved must be authorized in writing by the developers. Upon the last lot being sold, the architectural control committee will be turned over to the Homeowner's Association.

16. **Exterior of Dwellings:** The exterior of all dwellings erected on said lot or lots in said subdivision shall be of a masonry veneer construction to the extent that the exterior of said dwelling is at least eighty percent (80%) masonry veneer, excluding windows and doors. There shall be no man-made siding, such as masonite, metal, etc., however, this does not apply to gables. All roof pitches shall be minimum of 8/12 pitch. Any composition roof on any dwelling in the subdivision shall be a 35 year architectural shingle roof and must have a minimum 300 pound architect design.

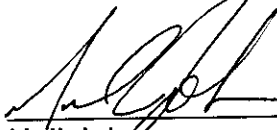
17. **Covenants to Run With the Land:** Covenant No. 10 shall run with the land and shall not be subject to amendment or modification. All other covenants and restrictions set out in these covenants are to run with the land and shall be binding on all the parties, their heirs and assigns, for a period of 30 years from the date these covenants are recorded; provided, however, that the covenants and restrictions, except for No. 10, may be amended at any time by at least seventy-five percent of the total property owners in such addition. Such amendments shall be made in within, drafted so as to be recorded with the registrar of deeds. Provided, further, that after the expiration of the 30 year period set forth above, and any time within 6 months from said expiration, the majority of the lot owners may express their intention, in writing, so drafted as to be recorded with the registrar of deeds, that they no longer care for these covenants, and the same shall then be terminated, with the exception of covenant No. 10, which may not be amended or terminated. In the event that no action is taken within the prescribed time, these covenants shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that the protective covenants, except for No. 10, may be amended after the expiration of the time periods as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form, providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the lot owners of said subdivision and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

18. **Violations:** If the parties herein or any of them or their heirs or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said subdivision to prosecute any violation or attempted violation of any such covenant or restriction, either

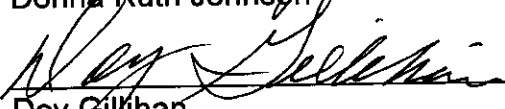
to prevent the person from doing so or it cover damages or other penalties for such violation.


19. **Severance of Covenants:** Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

IN WITNESS WHEREOF, we, the current owners of all the property in the subdivision, have hereunder set out hands and seal, this 27th day of October, 1997.

  
Neil Johnson

  
Donna Ruth Johnson

  
Doy Gillihan

  
Betty Kay Gillihan

**ACKNOWLEDGMENT**

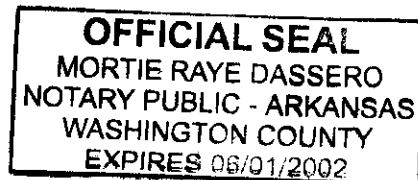
State of Arkansas  
County of Washington

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned an acting within and for the County and State aforesaid, Neil Johnson and Donna Ruth Johnson, husband and wife, and Doy Gillihan and Betty Kay Gillihan, husband and wife, personally known to me to be the persons subscribing to the foregoing document, and who stated to me that they had executed the same for the purposes and considerations therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of October, 1997.

My Commission Expires:  
June 1, 2002

  
Notary Public



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FILED FOR RECORD

At 2:20 O'Clock P M

DECLARATION AND BYLAWS OF  
THORNBURY SUBDIVISION PROPERTY OWNERS ASSOCIATION  
(an Arkansas non-profit corporation)

APR 01 1998

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

ARTICLE I

DEFINITIONS

SECTION 1. The following words, when used in this Declaration shall have the following meaning:

- (a) "The Association" shall mean and refer to the Thornbury Subdivision Property Owners Association (an Arkansas non-profit corporation)
- (b) "The properties" shall mean and refer to all lots in Thornbury subdivision located in Springdale, Benton County, Arkansas.
- (c) "Common properties" shall mean and refer to those real properties owned by or hereafter acquired by the Association. Common properties are intended to be devoted to the common and private use and enjoyment of owners of the properties.
- (d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot subject to this Declaration.
- (e) "Member" shall mean and refer to all those persons or entities who are members of the Association as provided by Section 1 hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located and situated in Benton County, Arkansas, to-wit:

All lots in Thornbury Subdivision in the City of Springdale, Arkansas, and which subdivision is filed in plat book 94-68113 of the plat records of Benton County, Arkansas, in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, to-wit:

A part of the Southeast Quarter of the Northwest Quarter (SE 1/4, NW 1\4) and a part of the Northeast

Zurbrig, Spaulding  
108 E. Elm Ave  
Springdale 72765

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Quarter of the Southwest Quarter (NE 1\4, SW 1\4) of Section 23, Township 18 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows:

Beginning at the Northeast corner of the SE 1\4, NW 1\4; thence along the North line of said SE 1\4, NW 1\4 N 89 degrees 48'21" W 719.29 feet; thence S 16 degrees 16'18" W 245.39 feet; thence S 39 degrees 03'58" E 254.19 feet; thence S 58 degrees 46'09" W 27.75 feet to a point of curvature of a curve to the right; thence along said curve having a radius of 25 feet and a central angle of 48 degrees 11'23" an arc length of 21.03 feet to a point of reverse curve; thence along said curve to the left having a radius of 50 feet and a central angle of 276 degrees 22'46" an arc length of 241.19 feet to a point of reverse curve; thence along said curve to the right having a radius of 25 feet and a central angle of 48 degrees 11'23" an arc length of 21.03 feet to the point of tangency; thence leaving said curve S 19 degrees 57'21" E 162.70 feet; thence S 54 degrees 09'44" W 222.04 feet; thence S 23 degrees 44'58" W 273.13 feet; thence S 05 degrees 02'33" W 511.98 feet; thence S 10 degrees 44'36" E 306.53 feet; thence S 66 degrees 48'05" W 42.31 feet; to a point of curvature of a curve to the right; thence along said curve having a radius of 25 feet and a central angle of 48 degrees 11'23" an arc length of 21.03 feet to a point of reverse curve; thence along said curve to the left having a radius of 50 feet and a curve to the left having a radius of 50 feet and a central angle of 276 degrees 22'46" an arc length of 241.19 feet a point of reverse curve; thence along said curve to the right having a radius of 25 feet and a central angle of 48 degrees 11'23" an arc length of 21.03 feet to the point of tangency; thence leaving said curve S 23 degrees 08'49" E 169.86 feet to the center of a 100 foot wide power line easement; thence along the center of said easement N 71 degrees 19'58" E 505.92 feet; thence leaving the easement S 26 degrees 33'54" E 58.08 feet; thence N. 76 degrees 22'23" E 169.78 feet; thence N 90 degrees E 37.08 feet; thence S 19 degrees 17'24" E 17.50 feet to a point of curvature of a curve to the right; thence along said curve having radius of 25 feet and a central angel of 48 degrees 11'23" an arc length of 21.03 feet to a point of reverse curve; thence along said curve to the left having a radius of 50 feet and a central angle of 276 degrees 22'46" an arc length of 241.19 feet to a point of reverse curve; thence along said curve to the right having a radius of 25 feet and a central angle of 48 degrees 11'23" an arc length of said curve N 90 degrees E 82.76 feet to the East line of the Northeast corner of the NE 1\4, SW 1\4; thence N 01 degrees 27'35" W 1339.90 feet to the Point of Beginning,

containing 37.03 acres, more or less. Subject to record rights of way and easements. Being 12.68 acres in the NE 1\4 SW 1\4 and 24.35 acres in the SE 1\4 NW 1\4.

A part of the Southeast Quarter (SE 1\4) of the Northwest Quarter (NW 1\4), and part of the Northwest quarter (NE 1\4) of the Southwest Quarter (SW1\4), all in Section 23, Township 18 North Range 30 West, Benton County, Arkansas, being more particularly described as follows:

Beginning at the Northeast corner of the SE 1\4, NW 1\4; Thence along the North line of said SE 1\4, NW 1\4 89 degrees 48'21" W 719.29 Feet; thence S 16 degrees 16'18" W 245.39 feet to the Point of Beginning; thence S 39 degrees 03'58" E 254.19 feet; thence S 58 degrees 46'09" W 25.84 feet; thence S 31 degrees 13'51" E 50.00 feet; thence S 19 degrees 57'21" E 162.70 feet; thence S 54 degrees 9'44" W 222.04 feet; thence S 23 degrees 44' 58" W 273.13 feet; thence S 5 degrees 02'33" W 511.98 feet; thence S 10 degrees 44'36" E 306.53; thence S 66 degrees 48'05" W 42.31 feet; thence S 23 degrees 08'49" E 219.86 feet; thence S 71 degrees 19'17" W 294.95 feet; thence N 23 degrees 02'49" W 192.65 feet; thence S 86 degrees 39'11" W 78.45 feet; thence N 03 degrees 20'49" W 50.00 feet; thence N 34 degrees 18'13" W 277.54 feet; thence N 15 degrees 41'36" E 376.91 feet; thence N 06 degrees 17'09" E 238.87 feet; thence N 16 degrees 33'58" E 443.81 feet; thence N 29 degrees 32'02" E 409.69 feet; thence along a curve to the right whose chord bears S 54 degrees 50'54" E, with a radius of 450.0' a distance of 65.54'; thence leaving said curve N 39 degrees 11'09" E 149.71 feet at the Point of Beginning, containing in all 17.11 acres, more or less.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION

**SECTION 1. MEMBERSHIP.** Every person or entity, successors and assigns, who is a record owner of a fee, or undivided fee, interest in any lot which is located in the Thornbury Subdivision shall be a member of the Association. Any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member.

**SECTION 2. VOTING RIGHTS.** Voting members of the Association shall be entitled to vote in the election of Directors of the Association and for all other purposes. Said voting rights are more specifically set forth below.

Members shall be all those person or entities as defined in Section 1. Such record owner (or record owners collectively) of any lot shall be entitled to one vote for such lot in which said owner or owners hold the interest required for membership by Section 1. When more than one person holds such interest or

interests in any lot, all such person shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. A photocopy of the latest recorded deed for each lot furnished by THEowner shall be conclusive evidence of the right of the record owner or owners shown thereon to cast the vote for such lot as a member of the Association, and such recorded deed shall be filed with the Secretary of the Association prior to any vote. When any lot is owned by more than one person and/or entity, the first name appearing in the granting clause of said deed shall designate the person or entity to cast the vote for the lot described thereon, unless an agreement signed in writing by all record owners is filed with the Secretary designating another record owner of said lot to cast the vote for such lot. Voting rights of any corporate entity shall be cast in accordance with a certificate of resolution setting forth such authority and signed by the Secretary of the corporation to be filed with the Secretary of the Association prior to any vote.

#### ARTICLE IV

##### DIRECTORS AND OFFICERS

SECTION 1. ELECTION OF DIRECTORS. The membership shall elect the Board of Directors at the annual meeting.

SECTION 2. NUMBER AND TENURE OF DIRECTORS. The number of Directors shall be five (5) and each Director's term shall be for a period of two years, beginning immediately after election. The terms for the initial Board of Directors shall be as follows: the three individuals receiving the highest number of votes for Director shall serve a two year term. The two elected Directors receiving the lowest vote total shall serve for a one year term. After the first year, the Director's seats that will be vacated will be voted upon at the Member's annual meeting to serve a two-year term as set out hereinabove.

SECTION 3. DUTIES. The business and property of the Association shall be managed by the Board of Directors.

SECTION 4. CUMULATIVE VOTING. Members shall be entitled to cumulative voting for Directors.

SECTION 5. ELECTION OF OFFICERS. The Directors shall elect at the first Directors meeting following the annual meeting of the Association a President, Vice-President, Secretary and Treasurer to serve one year terms until the next election.

SECTION 6. DUTIES OF PRESIDENT. The President of the Association shall be its chief executive officer and have the responsibility for the supervision of the management of the affairs of the Association. The President shall preside over meetings of the Board of Directors.

SECTION 7. DUTIES OF VICE-PRESIDENT. The Vice-President shall perform the duties and exercise the powers of the President during absence or disability of the President. In the event of the death, resignation or removal of the President, the Vice-President shall serve as President until a new President has been elected.

**SECTION 8. DUTIES OF SECRETARY.** The Secretary of the Association shall keep the minutes of the meetings of the Board of Directors and the Membership and shall keep and make all other records and reports, except for accounting purposes, necessary and proper to the operation of the Association.

**SECTION 9. DUTIES OF TREASURER.** The Treasurer of the Corporation shall keep the books of account of the Association, maintain deposit accounts for the funds of the Association which shall be subject to withdrawal upon the signatures of the President and Treasurer and whose signature shall be duly certified to the depositories of the Association, and be responsible for the proper reporting to any governmental agency and the membership of the Association for funds received and paid out, including the responsibility to submit a financial report to the Board of Directors at each regular Directors' meeting and to the membership at the annual meeting of the membership.

**SECTION 10. DIRECTORS MEETING.** Regular meetings of the Board of Directors shall be held quarterly at the office of the Association or at such other places as the President may designate. Special meetings may be called at any time by the President, and may be called by any officer of the Association upon written demand of Two or more Directors.

**SECTION 11. PROCEDURE.** Roberts' Rules of Order shall govern all questions of procedure at meetings of the Board of Directors.

**SECTION 12. EXECUTION OF DOCUMENTS.** When the execution of any contract, conveyance or any instrument has been authorized by the Board of Directors without specification as to the representative of the Association to execute said instrument or instruments, the President and the Secretary may execute the same in the name and in behalf of the Association and may affix the corporate seal thereto. The Board shall have the power to designate the officers and agents who shall have authority to execute any instrument in behalf of the Association.

**SECTION 13. REMOVAL OF DIRECTORS AND NEWLY CREATED DIRECTORSHIPS AND VACANCIES.** Any or all of the Directors may be removed for cause by a vote of the members or by action of the Board. Directors may be removed without cause only by a majority vote of the Members. Newly created directorships resulting from the resignation or death of a Director may be filled by a vote of a majority of the Directors then in office. Vacancies occurring by reason of the removal of Directors without or without cause shall be filled by majority vote of the members. A Director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his or her predecessor.

**SECTION 14. NO COMPENSATION FOR DIRECTORS.** No compensation shall be paid to Directors nor shall expenses for attendance at meetings be authorized to be paid to Directors.

## ARTICLE V

### PLAN FOR MAINTENANCE OF COMMON PROPERTIES

**SECTION 1. ISLANDS, WALLS AND OTHER IMPROVEMENTS.** It is contemplated that certain shell island, walls, all landscaping, street lights in the subdivision, and sign posts and any other improvements may be erected on the common

properties. The cost, maintenance, capital improvements, operation, taxes, and other expenses incident to the common properties shall be the obligation of the Association and shall be paid from assessments against each lot as herein provided.

ARTICLE VI

PROPERTY RIGHTS OF THE COMMON PROPERTIES

SECTION 1. MEMBERS' EASEMENT FOR ENJOYMENT. Subject to the provision of this article and related provisions set forth elsewhere herein, every member shall have a right of enjoyment in and to the common properties and the areas, subject to rules and regulations governing such use as promulgated, from time to time, by the Association. Such right and easement shall be appurtenant to and shall pass with the conveyance of title to every lot.

SECTION 2. EXTENT OF MEMBERS' RIGHTS OF ENJOYMENT. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to borrow money for the purpose of acquiring, construction, improving and maintaining the common properties and in aid thereof to mortgage said properties or execute a deed of trust or other trust instrument covering said properties. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge service or use charges, admission and other fees as a condition to continued enjoyment by the members, and if necessary to have other relief as permitted by law; and,

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,

(c) The right of the Association to suspend or permanently cancel the rights of any member and membership in the Association for any period during which any assessment, service or use charge, remains unpaid and for any period not to exceed thirty (30) consecutive days for any infraction of its published rules and regulations; and,

(d) The right of the Association to charge reasonable service or use charges, admission and other fees for the use service and enjoyment of the common properties; and,

(e) The right of the Association to limit the number of members per lot who may be entitled to the benefit of the easement of enjoyment as to the common properties by reason of ownership of a lot; and,

(f) The right of individual members to the exclusive use of any parking spaces provided in the common properties while using said common properties; and,

(g) The right of the Association to pass and enforce rules and regulations related to use, control and maintenance of the common properties and the areas situate thereon.

ARTICLE VII  
COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

SECTION 1. CREATION OF LIEN. Each owner of any lot described herein, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and corrected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied hereunder by the Association shall be used exclusively for the purpose of acquisition, improvement and maintenance of the areas and common properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties, insurance thereon, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

SECTION 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Until May 2, 1999, the annual assessment shall be \$200.00 per lot. From and after the 2000 annual meeting, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding calendar year and at the end of each such period of one year for each succeeding period of one year. At no time shall the annual assessment per lot be increased more than 25% above the prior year's annual assessment. Said annual assessment shall be payable in advance at such time and upon such terms as these by-laws direct. On any lot sold after the date of these bylaws, the annual assessment on any unimproved lots shall be deferred for a period of no longer than two years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. Likewise, the Board of Directors of the Association, may, after consideration of the lack of improvements as to lots in a certain area, fix the actual assessment for any year as to these particular lots at a lesser amount; provided, however, than in no event shall the amount so fixed for any lot on which there is no residential dwelling exceed one-half of the annual assessment for other lots whereon a dwelling is situated. However, any member entitled to a lesser annual assessment shall not be entitled to any membership rights or easements of enjoyment as herein provided unless full annual assessments are paid by such members.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital

improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at the last known address of each member at least 15 days in advance and shall set forth the purpose of the meeting. The Board of Directors of the Association may, after consideration of lack of improvements as to lots in a certain area, fix the actual assessment for any year as to these particular lots at a lesser amount.

SECTION 5. CHANGE IN BASIS OF MAXIMUM OF ANNUAL ASSESSMENTS. Subject to the limitations of Section 3 hereof, and for the purpose therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of 2/3 of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, where a quorum is present, written notice of which shall be mailed to all members at the last known mailing address of each voting member at least 15 days in advance and shall set forth the purpose of the meeting.

SECTION 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. The quorum of any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast 50% of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The initial due date for annual assessments provided for herein shall commence on the 2nd day of May, 1998 and be due and payable immediately from that date, with assessments for each subsequent year, after the first year, due and payable on the 2nd day of May thereafter. In the event of default as to any payment (annual or special), and if the default is not remedied within 90 days, the Association shall have the option of taking such other action as permitted by law and by this Declaration. An additional late charge of ten percent (10%) shall be assessed on any payment which is more than 90 days delinquent.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution of the members of the Association authorizing such assessments, with the same option on the part of the Association in the event of default.

SECTION 8. DUTIES OF THE BOARD OF DIRECTORS. In addition to the other duties of the Board of Directors, the said Board of Directors of the Association shall fix the date of any special assessment against each lot for any special assessment period at least 30 days in advance of such special assessment. Written notice of the special assessment shall thereupon be sent to every owner subject thereto at the last known mailing address of such owner.

The Association, upon demand at any time, shall furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessments have been paid. Such

certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**SECTION 9. EFFECT OF NON-PAYMENT OF ASSESSMENT AND THE LIEN REMEDIES OF THE ASSOCIATION.** If the assessments (annual or special) are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent as provided in Section 7 hereof and shall, together with such interest, late charges thereon and cost of collection thereof as herein provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid as provided in Section 7, the assessment shall bear interest from date of delinquency at the rate of 10% per annum, and the Association may foreclose the lien against said property, and there shall be added to the amount of such assessment the cost of attorney fees in connection with any court proceedings arising therefrom, together with all court costs, late charges and expenses incurred in said proceedings.

**SECTION 10. SUBORDINATION OF THE LIEN OR MORTGAGES.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the properties subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a Decree of Foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

**SECTION 11. SUSPENSION OF RIGHTS OF MEMBERSHIP.** Prior to foreclosure of any lien upon any lot subject to this declaration, the Board of Directors of the Association may elect to suspend all membership rights of any member or members of the Association who are delinquent in any payment due to the Association for more than 30 days, with such suspension to continue for so long as any such delinquency exists, and said Board of Directors may further suspend membership rights for a period not to exceed 30 days for the infraction of any rules or regulations by the member, family of the member or guest of the member, relating to the use of any of the common properties with such suspension not to exceed 30 days in duration. Suspension of membership rights shall be effective from the date that notice of suspension is mailed to the member via U.S. Certified mail, return receipt requested, postage prepaid, to the last known address of the said member.

**SECTION 12. CANCELLATION AND HEARING.** The said Board of Directors may elect to permanently cancel the membership and all membership rights of any member who is delinquent in any payment due to the Association for more than 90 days or when such member, family of the member, or guest of the member are guilty of repeated or flagrant violation(s) after a hearing conducted by said Board of Directors, which notice of such hearing mailed to such member at least 30 days in advance of said hearing date, and further provided that such member may appeal any such decision of said Board of Directors to the membership of the Association by such affected member calling a special meeting of the membership of the Association by notice mailed to each member at least ten days in advance of the desired special meeting date, and said notice setting forth the time, date, place



and purpose of said meeting. A majority vote of the members of the Association attending such special meeting shall be necessary to override the decision of the Board of Directors, and all votes shall be by secret ballot. Notice shall be mailed by the member via U.S. Certified mail, postage prepaid, return receipt requested.

ARTICLE VIII

AUTHORITY OF MEMBERSHIP

SECTION 1. AUTHORITY OF MEMBERSHIP TO OVERRULE BOARD OF DIRECTORS. The action of the Board of Directors may be overruled by a majority of votes of the members who are voting in person or by proxy at a meeting called by five or more of the members in good standing, notice of which meeting shall be mailed to all members at the last known mailing address of each member at least 15 days in advance, and shall set forth the purpose of the meeting.

SECTION 2. QUORUM. For any regular or special meeting of the membership, the presence at such meeting of members, or of proxies, entitled to cast 50% of all votes of the membership shall constitute a quorum.

SECTION 3. NO DETRIMENT TO THIRD PARTIES. No action by the members overruling the Board of Directors shall be effective to cause a detrimental effect on any third parties relying on prior action of the Board of Directors, nor shall any members of the Board of Directors be liable for damages for any action subsequently overruled at any membership meeting except for intentional acts of fraud or bad faith.

ARTICLE IX

AMENDMENTS

SECTION 1. Any or all of the provisions contained in this Declaration may be changed or amended by an instrument in writing, drafted so as to be recorded with the Registrar of Deeds, signed by all the then members of the Association entitled to vote as heretofore provided.

ARTICLE X

INVALIDATION

SECTION 1. BY COURT ORDER. Invalidation of any other of these covenants by judgment or court order shall in no wise affect any of the other provisions herein contained.

SECTION 2. CONFLICT OF PROVISIONS. Where any provision herein is in conflict with any bylaw, resolution or regulation of the Association, the provisions contained herein shall control.

ARTICLE XI

ANNUAL MEETING

SECTION 1. The annual meeting of the Association shall be on the first Tuesday after Memorial day at 7:00 p.m. at the office of the Association or at such other location as designated by the President in the Notice of Meeting.

ARTICLE XII

NOTICE

SECTION 1. NOTICE BY MAIL AND WAIVER OF NOTICE. Unless otherwise expressly provided herein, notice shall be effective when mailed postage prepaid, first class mail, to the person entitled to notice at the last known address of such person reflected by the records of the association. Any notice required may be waived by waiver signed by the person entitled to notice or by the attendance of the person who is entitled to notice at any meeting where notice is required.

SECTION 2. NOTICE BY PERSONAL SERVICE. Notice may be given to any person entitled to same by delivery of a copy of such notice by an officer or director of the Association (or agent thereof) to the person entitled to notice, with the officer or director delivering such notice to certify on a copy thereof. Said copy shall be maintained in the records of the Association.

SECTION 3. PERSON ENTITLED TO NOTICE. The person entitled to notice shall be the person indicated by the books and records of the Association to be the person entitled to the voting rights for each of said lots and proper notice to such person shall be deemed to be proper notice to all other owners of any interest in a lot. Notice of all meetings shall be given no more than 45 days and no fewer than 15 days in advance of said meeting.

IN WITNESS WHEREOF, the owners of the lots listed below, for the purpose of indicating their agreement to perform the obligations placed upon them by this instrument, have signed this Declaration on this 30<sup>th</sup> day of March, 1998.

Lot Owner (signature and printed name)	Lot #
<u>Anita O'Carroll Anita O'Carroll</u>	<u>41</u>
<u>Tom &amp; Kathy Decker</u>	<u>42</u>
<u>Barbara O'Carroll</u>	<u>12</u>
<u>Molly McKelvie</u>	<u>45</u>
<u>Rick Barrows</u>	<u>8</u>
<u>Jinsheng Li Jun-Sheng Li</u>	<u>35</u>
<u>Martin W. Perry MARTIN W. PERRY</u>	<u>25</u>
<u>Richard Lafargue RICHARD LAFARGUE</u>	<u>22</u>
<u>Ken + Norma Libben Ken + Norma Libben</u>	<u>48</u>

Carl N. Leath  
 Barry Marks  
 Stephen H. Danson  
 Kelly Bright  
 Kevin Kruse  
 Neil Johnson  
 Phase I

10  
13  
43  
9  
27

3, 4, 5, 15, 16, 19, 20, 24,  
28, 29, 30, 31, 32, 33, 34, 36,  
37, 38, 46

Phase II

1, 2, 3, 6, 7, 9, 10, 11, 12, 13, 14,  
15, 16, 17, 18, 19, 22, 24, 25

44

02085785

MAY 15 2002

SUE HODGES  
Clerk and Recorder  
Benton County, ARK.

**AMENDMENT TO DECLARATION OF COVENANTS OF ASSURANCE  
OF THE THORNBURY SUBDIVISION - PHASE I AND PHASE II  
TO THE CITY OF SPRINGDALE, ARKANSAS**

**KNOW ALL MEN BY THESE PRESENTS;**

This amendment to the Declaration of Covenants of Assurance is entered into by and between the parties hereto on this 28th day of March, 2002.

**WHEREAS**, there are currently Declaration of Covenants of Assurance of the Thornbury Subdivision, Phase I and Phase II, each respectively filed with the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas on July 21, 1993 at Book Number 93-47223 and on October 27, 1997 at Book Number 97-094223; and,

**WHEREAS**, we the undersigned constitute at least 75% of the ownership of the real property described in those two Declaration of Covenants of Assurance and have ratified and adopted this Amendment to both Declarations at a duly called and noticed meeting of said property owners held on the 28th day of March, 2002;

**NOW THEREFORE**, the property so described in the original two Declaration of Covenants of Assurance shall be amended to read as follows:

**ARTICLE I**

**Definitions**

The following terms as used in this Declaration of Covenants of Assurance are defined as follows

- A. "Declaration" means this Declaration of Covenants of Assurance for the Thornbury Subdivision - Phase I and II to the City of Springdale, Benton County, Arkansas.
- B. "Property" means the Thornbury Subdivision - Phase I and II to the City of Springdale, Benton County, Arkansas, as the same may be shown on the plat thereof recorded.
- C. "Lot" means any numbered Lot designated on the Plat or Plats of the property.
- D. "Plat" means the map of plats of the Thornbury Subdivision - Phase I and II to the City of Springdale, Arkansas, as they are recorded.
- E. "Owner" shall mean and refer to the record owner.

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- F. "Subdivision" means the Thornbury Subdivision - Phase I and II to the city of Springdale, Arkansas, as per plat on file in the office of the circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.
- G. "Developer" means Neil Johnson and Donna Ruth Johnson, husband and wife, and Doy Gillihan and Betty Kay Gillihan, husband and wife.
- H. "POA" refers to the Thornbury Subdivision Property Owners Association.

## ARTICLE II

### **Restrictions on Residential Lots**

**1. Fences:** Any privacy fence shall be constructed with either shadowboxing or so that the framing shall be toward the inside of the owner's lot. All fences adjacent to the front of the residence shall be constructed in wrought iron or faux wrought iron or masonry or a combination of both, and shall be six feet in height. There shall be no chain link fences. All fences shall be subject to review of and approval by the architectural review committee, and any lot owner desiring to construct a fence shall first submit plans and design specifications for such fence and obtain written permission for such construction from said architectural review committee. The preceding requirements shall only apply to any fence constructed after the date of the approval of these covenants.

**2. Nuisances:** No noxious or offensive activities or nuisances shall be permitted on any Lot or Parcel.

**3. Signs:** No person shall erect or maintain upon any Lot or Improvement any permanent sign or advertisement (permanent meaning more than 90 days), except a real estate sign when the property is listed for sale.

**4. Animals:** No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance or danger.

**5. Construction requirements / Garbage and Refuse Disposal / Lot Maintenance:** Builders must maintain their development, improvements and construction in manner of general cleanliness and general quality such manner to be defined as a like-condition to the other lots in said subdivision. Construction and improvements shall be completed within twelve months of the start-date thereupon. No Owner shall accumulate on his Lot litter, refuse or garbage, except in approved receptacles. All homeowners in the subdivision shall be required to have mandatory trash pick up as provided by the City of Springdale, Arkansas. All lots and yards, inclusive of building structures and landscaping and flowerbeds, shall be maintained in a well-kept manner including keeping the lawn mowed, weeds pulled from flowerbeds, paint and other external coverings maintained in a proper manner, such manner to be defined as a like-condition to the other lots in

said subdivision. All lots must be sod with grass within one year of the start of construction or within two months of the completion of construction. Each lot must have a working buried in-ground sprinkler system installed upon the Lot. If any lot, including yards, flowerbeds, landscaping, or structural improvements thereupon, shall not be maintained in a well-kept manner, and the same condition shall remain for a period of ten days after written notice delivered in person or by certified mail to the owner thereof, then and in that event the POA Board shall obtain no less than two bids to bring said property up to the standards required herein, and it is deemed that said Lot Owner shall have given his/her/their permission for a representative, employee or agent of the POA to enter upon said property for the sole purpose to effect such maintenance. The non-complying property owner shall be solely responsible to the POA for any and all costs of affecting such maintenance, in addition to any other penalties and/or fines for violations as set forth herein.

**6. Limited Access:** There shall be no access to any Lot on the perimeter of the Property except from designated streets or roads within the property.

**7. Drilling and Mining:** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

**8. Satellite Dishes Prohibited:** Any and all satellite dishes in excess of twenty-four inches in radius shall be prohibited in the subdivision. The installation location of all satellite dishes shall be subject to review of and approval by the architectural review committee, and any lot owner desiring to install a satellite dish shall first submit location and size plans and obtain written permission for such installation from said architectural review committee.

**9. Parking on the Streets:** No vehicles may be parked overnight in the streets of this subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guests. Also, no semi-tractor trucks, trailers or commercial vehicles shall be allowed to park in said subdivision, either on the streets or on privately owned lots.

**10. Homeowner's Association:** A Homeowner's Association may be formed with a minimum of 25 different lot owners, however, it must be formed when there are 40 different lot owners or within two years, whichever occurs first. All lot owners must be members of the association and shall automatically become members of the Homeowner's association with the membership fee of \$500.00 to be paid by the developer at the time of closing. This \$500.00 membership fee will be paid on time and will be held in an interest bearing account until the association is formed. All association memberships will pass with property ownership in the subdivision. Each lot will carry one vote in the association, except Lots 51, 51A and 51B of Thornbury Subdivision - Phase I. Developers will retain fee simple ownership in, and shall maintain or be responsible for lots 51, 51A and 51B of Phase I, until the Homeowner's Association is in effect as set out herein. At that

time, said lots will be conveyed to Homeowner's Association and will become common areas. This responsibility shall include maintenance of all landscaping, the pattern concrete at the entrance of the subdivision, street lights in the subdivision, and sign posts in the subdivision. When the Homeowner's Association is formed, the money from the account previously described will be conveyed by developers to the association along with the ownership and responsibilities for maintenance of the proposed common areas. Lots which are to be future common areas (Lots 51, 51A and 51B) are not lots for purpose of building requirements and are not lots for purposes of voting rights for amendment of these covenants.

**Note:** As of the date of these amendments, the Thornbury Subdivision Property Owners Association has been formed, and the following provisions shall now apply: *All lot owners must be members of the Thornbury Subdivision Property Owners Association and shall be subject to the terms and conditions set forth in the Declaration and Bylaws of the Thornbury Subdivision Property Owners Association (as amended) formed. All association memberships will pass with property ownership in the subdivision. Each lot will carry one vote in the association, except Lots 51, 51A and 51B of Thornbury Subdivision - Phase I, which are common areas owned by the POA, which has the responsibility of maintenance of all landscaping, the pattern concrete at the entrance of the subdivision, street lights in the subdivision, and sign posts in the subdivision.*

**11. Structures Other than Initial Dwellings:** No trailer, mobile home, tent, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the back of the residence, providing that the building is not unsightly and it is acceptable to the City of Springdale. All plans for storage buildings or other additions/improvements to be erected or constructed on the property or any additions to existing structures must be approved by the architectural review committee or any other committee designated by the President of the POA.

**12. Recreational Vehicles and Boats:** No recreational or camping vehicles or boats may be stored and parked on the lots, nor may any such vehicles or boats be located on such lots temporarily for more than ten days in any six month period.

**13. Minimum Square Footage:** There shall be a minimum square footage requirement on all dwellings constructed in the subdivision. There is a minimum of 3,000 square feet of heated are on all one-story dwellings. On all multi-story dwellings, there shall be a minimum square footage of 2,000 square feet on the first floor. This minimum square footage requirement is exclusive of garages, porches, patios and decks.

**14. Restriction of Type of Dwelling:** There shall be no dwellings erected on any lots in this subdivision, other than an attached single family dwelling, having at least a two-car enclosed garage with entrances from side or rear.

**15. Approval of Plans:** All plans for initial improvements to be constructed on vacant lots in the subdivision shall meet all requirements herein and any requirements of the City of Springdale. The initial plans for lots not owned by developer must be first submitted for review and approval by the developer and the Architectural Review Committee as authorized by the Board of Directors of the POA. Approval by the developer and the Architectural Review Committee is solely to ensure that all requirements enumerated in these covenants are met and must be obtained in writing before construction of any improvement on any lot not owned by developer in the subdivision. Variances to the improvements initially approved must be authorized in writing by the developer and the Committee.

**16. Exterior of Dwellings:** The exterior of all dwellings erected on said lot or lots in said subdivision shall be of a masonry veneer construction to the extent that the exterior of said dwelling is at least eighty percent (80%) masonry veneer, excluding windows and doors and gables. There shall be no vinyl on exterior walls, gables, soffit or fascia. All roof pitches shall be a minimum of 8/12 pitch. Any composition roof on any dwelling in the subdivision shall be a 30-year architectural shingle roof and must have a minimum 300-pound architect design. The preceding requirements shall only apply to any improvement constructed after the date of the approval of these covenants.

**17. Covenants to Run with the Land:** Covenant No 10 shall run with the land and shall not be subject to amendment or modification. All other covenants and restrictions set out in these covenants are to run with the land and shall be binding on all of the parties, their heirs and assigns, for a period of 30 years from the date these covenants are recorded; provided, however, that the covenants and restrictions, except for No 10, may be amended at any time by at least seventy-five percent of the total property owners in such addition. Such amendments shall be drafted so as to be recorded with the registrar of deeds. Provided, further, that after the expiration of the 30 year period set forth above, and any time within 6 months from said expiration, the majority of the lot owners may express their intention, in writing, so drafted as to be recorded with the registrar of deeds, that they no longer care for these covenants, and the same shall then be terminated, with the exception of covenant No. 10, which may not be amended or terminated. In the event that no action is taken within the prescribed time, these covenants shall continue for additional period of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that the protective covenants, except for No. 10, may be amended after the expiration of the time periods as set forth in this paragraph, either by adding to or taking from said protective covenants in their present form, providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the lot owners of said subdivision and which instrument shall be capable or being recorded as above referred to under the same terms and conditions thereof.

**18. Violations:** If the parties herein or any of them or their heirs or



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assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said subdivision to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to recover damages or other penalties for such violation. Further, the POA Board has the authority to act in the following manner: Upon any violation, the Board shall serve upon the violating party a notice to cure, either served in person or by certified mail, setting forth a reasonable time in which to cure such violation. If the violation shall continue past the cure-time as set forth, then the POA Board has the right to set certain penalties and/or fines for continuing violations, such penalties and fines limited only to paragraphs 5 and 15 above and only as inducement to obtain proper approvals for construction and to complete actual construction in the required manner, with said penalties/fines to be particularly set forth in the notice to cure letter. Any appropriately assessed fines that remain unpaid upon demand may be filed as a continuing lien upon the violating Lot. Any expenditures by the POA to bring any Lot, including any improvements thereon, into compliance under the terms of Paragraph five hereinabove, and/or any fines assessed for any violation hereunder which remain unpaid after demand shall accrue interest at the highest rate allowed by Arkansas law, for which a lien against such subject-property may be filed.

**19. Severance of Covenants:** Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

**IN WITNESS WHEREOF**, we, current owners of property in the subdivision, have hereunder set our hands and seals to adopt this **AMENDMENT TO DECLARATION OF COVENANTS OF ASSURANCE OF THE THORNBURY SUBDIVISION - PHASE 1 AND PHASE II TO THE CITY OF SPRINGDALE, ARKANSAS**, on this day first above-written.

# Vote of Thornbury Homeowners

3/28/02

02085791

28-Mar-02						
Vote to Increase Thornbury Homeowners Dues from \$200/year to \$300/year.						
	Property Owner	Lot #	Street Address	<u>Dues</u>		
				Yes	No	
1)	Barron Wither spash (P)					
2)	Kathy Duba (P)					
3)	Christy Williams (P)					
4)	Paul Fox (P)					
5)	Richard Ruppert (P)					
6)	Tom Bailey (P)					
7)	Benny Breazeale (P)					
8)	Linda Dellman (P)					
9)	Birgit Almgren (P)					
10)	Jeff Breen (P)					
11)	Karen Rozeboom (P)					
12)	Joy Rhodes (P)					
13)	Paul Pinkley (P)					
14)	Paul Pinkley (P)					

Covenant  
Yes No

Witnessed: *Greg Hege*  
*Sharon McBratt*  
*Juni M. Gansen*

28-Mar-02						
Vote to Increase Thornbury Homeowners Dues from \$200/year to \$300/year.						
Property Owner	Lot #	Street Address	Dues		Covenant	
			Yes	No		
15) Mike Long (P)						
16) Dennis Connors (P)						
17) Tom Coleman (P)						
18) Neal Johnson (P)						
19) Neal Johnson (P)						
20) Michael Campbell (P)						
21) Kelly Bright (P)						
22) <del>Paul Bumpers</del> Paul Bumpers						
23) Julie Marino (P)						
24) Jon Richey (P)						
25) Greg Huet (P)						
26) Sandra Straight (P)						
27) Rob Stevens (P)						
28) Carolyn Lovett (P)						

Covenant  
yes no

Y

28-Mar-02

Vote to Increase Thornbury Homeowners Dues from \$200/year to \$300/year.

	Property Owner	Lot #	Street Address	Dues	
				Yes	No
29)	James Beavers (P)				
30)	Harold Norman (P)				
31)	KEN KAUSE				
32)	JOHN O'CARROLL				
33)	ERNIE NORTHEEN				
34)	<del>ANDY SOUTHERLY</del> ANDY SOUTHERLY	Y			
35)	WARD DANLEY	Y			
36)	DON COBB	Y			
37)	Lisa Waguespack	Y			
38)	Amy Magee	Y			
39)	Juan Cuzco	Y			
40)	Keith Janus (P)				
41)	Richard Morrow	Y			
X 42)	Hilda in Underwood				

Covenant  
Yes No

Y  
Y  
Y

Dues

Covenants

28-Mar-02						
Vote to Increase Thornbury Homeowners Dues from \$200/year to \$300/year.						
	Property Owner	Lot #	Street Address	Yes	No	
43)	Gulch, Dawn		3654 Laurel Ridge			Y
44)	Percy Martin		3725 Tanglewood Dr			Y
45)	Good (P)					
46)	Donald E. Frison		4020 Thornbury Drive			Y
47)	Lori Brown		3750 Tanglewood Dr.			Y
48)	David Williams		3925 Laurel Ridge			Y
49)	LORI BROWN		3712 TANGLEWOOD DR			Y
50)	Andy Pote		3730 Tanglewood Dr.			Y
51)	Mr. Ruff		3766 Tanglewood			Y
52)	John Jimmy Walker					Y
53)	Jakee Barnums & Ken Ann		3829 Thornbury			yes <del>Y</del>
54)	Shelby White		3673 Tanglewood			Y
55)	Raymond Morbut (P)					
56)	Bobby Mark (P)					

28-Mar-02						
Vote to Increase Thornbury Homeowners Dues from \$200/year to \$300/year.						
	Property Owner	Lot #	Street Address	Yes	No	
57)	Graig Heger	Y				
58)	Jeff Williams	Y				
59)	Clark Atkins	(P)				
60)						
61)						
62)						
63)						
64)						
65)						
66)						
67)						
68)						
69)						
70)						

3/28/02 Changes approved via  
discussion & motion to  
approve

**AMENDMENT TO DECLARATION OF COVENANTS OF ASSURANCE  
OF THE THORNBURY SUBDIVISION - PHASE I AND PHASE II  
TO THE CITY OF SPRINGDALE, ARKANSAS**

& yes vote

*Greg Hege*  
*Kevin D. Lawrence*

**KNOW ALL MEN BY THESE PRESENTS;**

This amendment to the Declaration of Covenants of Assurance is entered into by and between the parties hereto on this 28th day of March, 2002.

**WHEREAS**, there are currently Declaration of Covenants of Assurance of the Thornbury Subdivision, Phase I and Phase II, each respectively filed with the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas on July 21, 1993 at Book Number 93-47223 and on October 27, 1997 at Book Number 97-094223; and,

**WHEREAS**, we the undersigned constitute at least 75% of the ownership of the real property described in those two Declaration of Covenants of Assurance and have ratified and adopted this Amendment to both Declarations at a duly called and noticed meeting of said property owners held on the 28th day of March, 2002;

**NOW THEREFORE**, the property so described in the original two Declaration of Covenants of Assurance shall be amended to read as follows:

**ARTICLE I**

**Definitions**

The following terms as used in this Declaration of Covenants of Assurance are defined as follows

1. "Declaration" means this Declaration of Covenants of Assurance for the Thornbury Subdivision - Phase I and II to the City of Springdale, Benton County, Arkansas.
2. "Property" means the Thornbury Subdivision - Phase I and II to the City of Springdale, Benton County, Arkansas, as the same may be shown on the plat thereof recorded.
3. "Lot" means any numbered Lot designated on the Plat or Plats of the property.
4. "Plat" means the map of plats of the Thornbury Subdivision - Phase I and II to the City of Springdale, Arkansas, as they are recorded.
5. "Owner" shall mean and refer to the record owner.

Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2007/42501  
Term/Cashier: CASH4/SJOHNSON  
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**AMENDED AND RESTATED DECLARATION  
OF COVENANTS OF ASSURANCE OF  
THE THORNBURY SUBDIVISION  
TO THE CITY OF SPRINGDALE, ARKANSAS**

This Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas ("Amended Declaration") is entered into by and between the requisite number of Owners within the applicable Phases of the Subdivision ("Declarants").

**RECITALS**

**WITNESSETH:**

**WHEREAS, the Subdivision has been developed in five phases (Phases I, II, III, IV, and V);**

**WHEREAS, a Declaration of Covenants of Assurance of the Thornbury Subdivision - Phase I to the City of Springdale, Arkansas was filed in the office of the Circuit Clerk and Ex-officio Recorder for Benton County, Arkansas on July 21, 1993 as Record No. 93 47223, et seq, and amended by Record No. 93 60742, et seq ("Phase I Declaration");**

**WHEREAS, a Declaration of Covenants of Assurance of the Thornbury Subdivision - Phase II to the City of Springdale, Arkansas was filed in the office of the Circuit Clerk and Ex-officio Recorder for Benton County, Arkansas on October 27, 1997 as Record No. 97 094223, et seq ("Phase II Declaration");**

**WHEREAS, a Declaration of Covenants of Assurance of the Thornbury Subdivision - Phase III to the City of Springdale, Arkansas was filed in the office of the Circuit Clerk and Ex-officio Recorder for Benton County, Arkansas on December 21, 2000 as Record No. 00130335, et seq ("Phase III Declaration");**

**WHEREAS, a Declaration of Covenants of Assurance of the Thornbury Subdivision Phase IV to the City of Springdale, Arkansas was filed in the office of the Circuit Clerk and Ex-officio Recorder for Benton County, Arkansas on January 14, 2003 as Record No. 2003 1204, et seq ("Phase IV Declaration");**

**WHEREAS, a Declaration of Covenants of Assurance of the Thornbury Subdivision - Phase V to the City of Springdale, Arkansas was filed in the office of the Circuit Clerk and Ex-officio Recorder for Benton County, Arkansas on December 7, 2005 as Record No. 2005 66429,**



et seq, and amended by Record No. 2005 68665 , et seq (“Phase V Declaration”);

WHEREAS, a Declaration and Bylaws of Thornbury Subdivision Property Owners Association, which, by its terms, pertained to only a portion of the Property, was filed in the office of the Circuit Clerk and Ex-officio Recorder for Benton County, Arkansas on April 1, 1998 at Record No. 98 031740, et seq (“Bylaws”);

WHEREAS, the Phase I Declaration, Phase II Declaration, Phase III Declaration, and the Phase IV Declaration shall be referred to herein collectively as the “Original Declarations”, it being specifically provided that **neither the Bylaws nor the Phase V Declaration are included in the reference to “Original Declarations”**;

WHEREAS, each of the Original Declarations provides for their respective amendment at any time by at least seventy-five percent of the total property owners in such addition and any such amendments to be in writing and filed with the registrar of deeds;

WHEREAS, there are fifty (50) Lots in Phase I as shown on the plat of the same filed at Plat Book 18, Page 134, in the plat records of the Circuit Clerk and Ex-officio Recorder of Benton County, Arkansas;

WHEREAS, there are twenty-six (26) Lots in Phase II as shown on the plat of the same filed at Plat Book 23L, Page 99, in the plat records of the Circuit Clerk and Ex-officio Recorder of Benton County, Arkansas;

WHEREAS, there are thirty-seven (37) Lots in Phase III as shown on the replat of the same filed at Plat Book P4, Pages 160 and 160A, in the plat records of the Circuit Clerk and Ex-officio Recorder of Benton County, Arkansas;

WHEREAS, there are ten (10) Lots in Phase IV as shown on the plat of the same filed at Plat Book 2002, Pages 202 and 207 , in the plat records of the Circuit Clerk and Ex-officio Recorder of Benton County, Arkansas;

WHEREAS, there are inconsistencies among the Original Declarations and the requisite number of Owners of Lots within the phases of the Subdivision (“Declarants”), by this Amended Declaration, desire to resolve the inconsistencies and make other changes to the Original Declarations and to incorporate provisions of the Bylaws to the whole Property to provide for more uniform and consistent regulation within the whole Subdivision.

NOW, THEREFORE, in accordance with the provisions in the Original Declarations and by the requisite number of Owners of Lots within the Subdivision, the Declarants do submit Phases I, II, III, and IV to the following conditions, restrictions and covenants:

**ARTICLE I  
RECITALS; REPLACEMENT;  
AND PROPERTY SUBJECT TO THIS AMENDED DECLARATION**

Section 1.     Recitals Incorporated: The Recitals hereinabove made are incorporated hereinbelow and made a part hereof.

Section 2.     Replacement of Original Declarations: The Original Declarations, and each of them and the terms, conditions, restrictions and covenants therein, are hereby declared null and void and of no further effect, it being declared by the undersigned that this Amended Declaration shall fully replace said Original Declarations; provided, however, that the paragraph numbered 10 which appears in each of the Phase I Declaration, Phase II Declaration, Phase III Declaration and Phase IV Declaration, is not, by the terms of those Declarations subject to amendment and, therefore paragraph numbered 10 as it appears in each of the Phase I Declaration, Phase II Declaration, Phase III Declaration and Phase IV Declaration shall not amended hereby and will remain in effect.

Section 3.     Property Subject to this Amended Declaration: The property subject to this Amended Declaration are those lands described in the Plats referred to hereinabove for Phases I, II, III, and IV of the Subdivision (collectively "the Property"), which plats are duly recorded in the land records of Benton County, Arkansas as referenced hereinabove. Declarants declare that the Property shall be developed, improved, sold, used, and enjoyed in accordance with and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions of this Amended Declaration, all of which are adopted for and placed upon the Property, shall run with the Property and be binding on all parties who now or hereafter have or claim any right, title, or interest in the Property or any part of the Property, and on the heirs, executors, administrators, successors, and assigns of such parties, regardless of the source of or the manner in which any such right, title, or interest is or may be acquired; and shall inure to the benefit of each owner of any part of the Property.

**ARTICLE II  
DEFINITIONS**

In addition to the terms which are defined elsewhere herein, the following terms shall have the following definitions:

Section 1.     "Association" shall mean and refer to Thornbury Subdivision Property Owners Association, Inc., a non-profit corporation incorporated under the laws of the State of Arkansas on February 20, 1998, and its successors and assigns.

Section 2.     "Board of Directors" and "Board" shall mean and refer to the duly elected

Board of Directors of the Association.

Section 3. "Common Property" and "Common Properties" shall mean all real and personal property now owned or in which an interest is hereafter acquired by the Association and shall include any improvements thereon. Such areas shall be devoted to the common and private use and enjoyment of Members.

Section 4. "Lot" and "Lots" shall mean and refer to (a) any parcel of land shown upon any recorded Plat of the Property, or any part thereof, upon which there has been or may be constructed a detached single-family residence. The term "Lot" shall not apply to any platted lot or other property which is owned by the Association and/or used as Common Property in the Subdivision.

Section 5. "Declarants" shall mean and refer collectively to the undersigned, their heirs, successors and assigns.

Section 6. "Amended Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas and any amendments hereto applicable to the Property recorded in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in Article III of the Bylaws.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title in any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Plat" or "Plats" shall mean any Plat of the Property recorded in the Real Estate Records of Benton County, Arkansas, in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas and any other plats to additional phases which may hereafter be filed.

Section 10. "Architctural Review Committee" and "ARC" shall mean and refer to a committee of Association members, and/or others designated by the Board, for the purpose of reviewing plans and specifications required to be reviewed and approved by the ARC as may herein be provided.

Section 11. "Subdivision" shall mean the Thornbury Subdivision to the City of Springdale, Arkansas, Phases I, II, III, and IV, as per the Plats referred to hereinabove.

### **ARTICLE III EXCEPTIONS, DEDICATIONS AND CONDEMNATION**

**Section 1. Incorporation of Plats.** The recorded Plats of the Subdivision dedicate for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such Plats further establish certain dedications, limitations, reservations and restrictions applicable to the Property. All dedications, limitations, restrictions and reservations shown on any recorded Plat, to the extent they apply to the Property, are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed and conveyance executed or to be executed by or on behalf of any Owner, conveying any Lot within the Property.

**Section 2. Condemnation.** If all or any part of a Common Area is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association shall be entitled to participate in proceedings incident thereto. The expense of participation in such proceedings by the Association shall be borne by the Association and paid for out of assessments collected pursuant to Article VII of the Bylaws. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings.

All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as follows. If an action in eminent domain is brought to condemn a portion of the Common Properties, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such portion of the Property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the Association. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority of votes entitled to be cast, shall decide whether to replace or restore as far as possible, the Common Properties so taken or damaged. In the event it is determined that such Common Properties should be replaced or restored by obtaining other land, this Amended Declaration shall be duly amended by instrument executed by the Association on behalf of the Owners. If it is determined that the Common Area should not be replaced, the funds received shall be donated to the Association.

**Section 3. Jurisdiction of State and Local Governments.** Notwithstanding anything to contrary contained herein, Declarants acknowledge that the Property is subject to certain laws, rules, regulations, and ordinances of certain state and local governments having

jurisdiction over it, and any construction of improvements within the Property shall be subject to such laws, rules, regulations, and ordinances of such state and local governments having jurisdiction over it in addition to the dedications, limitations, reservations and restrictions contained herein.

#### **ARTICLE IV ARCHITECTURAL CONTROL**

Section 1. Architectural Approval. The overall plan for the Subdivision contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the area as a whole. For this purpose, the ARC shall have the right and responsibility to review and approve plans and specifications for all construction and improvements on the Property.

It is accordingly covenanted and agreed that, in addition to any other ARC approval which may be required herein and subject to other provisions hereof, no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration to such structures or the color thereof (including, without limitation, site landscaping visible from any part of the Property and grading plans, rebooting materials, patio covers and trellises, plans for off-street parking of vehicles and utility layout), be made until the plans and specifications of such showing, among other things, the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ARC or by any person or entity to which the Board has delegated such authority and responsibility. In the event said ARC fails to approve or disapprove any such design or location within forty-five (45) days after said plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans and specifications shall be submitted in writing over the signature of the Owner of the Lot or the Owner's authorized agent. The ARC shall have the right to require any Owner to remove or alter any structure which has not received approval or is built other than in accordance with the approved plans and to receive reimbursement from Owner for any costs expended in this effort. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity.

Section 2. Approval Required in Writing. All approvals shall be granted only in writing and by the ARC.

Section 3. No Liability. Neither the Association, its Board of Directors, nor the ARC or its members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Lot affected by these restrictions by reason of mistake in judgment, negligence, or disapproval or failure to approve or disapprove any

such plans or specifications and no approval or required modification of plans submitted shall be considered a warranty of any nature whatsoever pertaining to the suitability of such plans and specifications. Every person who submits plans or specifications to the ARC for approval agrees, that no action or suit for damage will be brought against the Association, its Board, the ARC, or any of the members thereof.

Section 4. Rules and Regulations. The Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article IV.

Section 5. Variances. Unless discretion is otherwise vested herein in the ARC, the ARC may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in Article V of this Amended Declaration under the jurisdiction of ARC pursuant to this Article IV, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property.

Section 6. Applicability to Existing Improvements. All construction and improvements which would otherwise have been subject to the review of the ARC and the restrictions contained in Article V hereinbelow prior to the recording of this Amended Declaration, are hereby deemed to be in conformity with this Amended Declaration, except in the instance in which such construction and improvements would have violated any of the Original Declarations; provided, however, that in the event there is any substantial reconstruction or repair of any such improvements that would otherwise not conform to this Amended Declaration, such reconstruction or repair must be undertaken within the terms of this Amended Declaration.

## **ARTICLE V RESTRICTIONS OF USE FOR RESIDENTIAL LOTS**

Section 1. Single Family Residential Construction. There shall be no Dwellings erected on any Lot other than a single family detached dwelling having at least a two-car enclosed garages with entrances from the side or rear. No prefabricated, manufactured, mobile or modular housing shall be placed on any Lot. Subject to Sections 3 and 10 of this Article, each Lot shall be used only for single-family residence purposes. No garage shall be converted to livable, occupied space without the approval of the ARC, provided that such approval shall be conditioned on the construction of another two-car enclosed garage in accordance with plans approved by the ARC.

Section 2. Minimum Square Footage. All Dwellings in the Subdivision shall have a minimum of Three Thousand (3,000) square feet of heated area. All dwellings of more than

one story shall have a minimum of Two Thousand (2,000) square feet of heated area on the first floor. The minimum square footage requirements are exclusive of garages, porches, patios and decks.

Section 3. Prohibition of Offensive or Commercial Use. No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way unreasonably interfere with the quiet enjoyment of each Owner of such Owner's Lot or which shall degrade property values or distract from the aesthetic beauty of the Property, shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done in any driveway or public street right of way within the Subdivision. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purposes.

Section 4. Building Materials. The exterior of all dwellings erected on the Lots shall be of a masonry veneer construction to the extent that the exterior of each such Dwelling is at least eighty percent (80%) masonry veneer, excluding windows, doors and gables. There shall be no vinyl on exterior walls, gables, soffit or fascia. All roof pitches shall be a minimum of 8/12 pitch. Any composition roof on any dwelling in the subdivision shall be a 30 year architectural shingle roof and must have a minimum 300 pound architectural design. The preceding requirements shall apply to any dwelling constructed, and to any roof replaced, after the date this Amended Declaration is recorded. The ARC, at its sole discretion, is hereby permitted to approve deviations in these restrictions building materials in instances where in its judgment, such deviation will not adversely affect the development of the Property as a whole. Such approvals must be granted in writing.

Section 5. Location of Improvements Upon the Lots. No building shall be located on any Lot nearer to the front line nor nearer to the side street line than the minimum building set back distances shown on any recorded Plat of which the Lot is a part.

Section 6. No Lot Split. No Lot shall be split, divided or replatted in any manner.

Section 7. Utility Easement. Easements for installation and maintenance of utilities are reserved as shown on the recorded Plats, and no structure shall be erected on any of such easements. Utility companies shall not be liable for such damage unless they have agreed in writing to be responsible for such damage or an easement granted to them conditions such grant upon such responsibility.

Section 8. Structures Other than Dwellings. No manufactured home, mobile home, trailer, tent, shack, or any unsightly building structure, temporary or permanent, shall be erected or used on any Lot. Notwithstanding the foregoing, however, it is permissible to have a

permanent accessory structure (e.g., storage building, pool house, cabana) in the rear yard of a Lot provided that (a) is constructed of materials and is of an architecture that complement the Dwelling which it accompanies; (b) the plans have been submitted to and approved by the ARC; and, (c) meets all requirements of the ordinances of the City of Springdale. It is further provided that portable accessory structures (e.g., children's playhouses, play structures, portable structures or boxes, trampolines) shall be allowed in the rear yard of a Lot provided that any such structure (a) may not exceed one hundred sixty (160) square feet; (b) may not be connected to any utilities; (c) must be level, stable and sturdy; (d) must be maintained in complete and working order including all parts and components, with all visible surfaces and finishes maintained in good condition so as not to be torn, faded, stained or otherwise deteriorated. The Owner of a Lot upon which any non-conforming portable accessory structure is situated shall be subject to the decision of the Association, in the Association's sole discretion, regarding the repair of the non-conformity or the removal of the accessory structure.

Section 9. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats and other common household pets provided they are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. Animals are not permitted to roam the Property and must be reasonably confined so as not to become a nuisance.

Section 10. Walls, Fences and Hedges. Before any fence or wall may be constructed on any Lot, plans must be submitted to the ARC showing the materials to be used and the location of the fence or wall and such plans must be approved by the ARC. In considering location of a fence, the ARC may consider, among other factors, the fence line of adjacent properties. Privacy fences shall be constructed with either shadowboxing or so that the framing shall face the inside of the Lot upon which it is built. All fences adjacent to, but not in, the front yard and facing the street shall be constructed of wrought iron, faux wrought iron or masonry or a combination of both, and shall be six feet in height. There shall be no chain link or cyclone fences allowed. Further, construction of fences and walls hedges are prohibited in or on the front yard of any Lot. The foregoing restrictions apply only to fences and walls constructed or replaced after the date this Amended Declaration is recorded. Existing fences and walls which are non-conforming to these restrictions shall be kept in good repair and shall be maintained in good condition for their remaining life. However, replacement of more than fifty percent (50%) of the fence or wall material shall constitute replacement of such fence or wall and shall be subject to these restrictions as if it was a new fence or wall.

Section 11. Antennae and Satellite Dishes. No communications mast, antenna, tower or other similar structure may be installed on any Lot, except that satellite dishes not exceeding twenty-four inches (24") in radius may be installed only on the rear roof or sides of a dwelling and shall not exceed the height of the lowest roof ridge line of such dwelling, but in no



event shall be allowed on the front of a dwelling.

Section 12. Heating and Cooling Devices. No detached single-family dwelling, private garage or any other structure located on the Property shall be permitted to have a heating or cooling device located in a window or any other opening which can be viewed from any portion of the Property.

Section 13. Visual Screening. All equipment, sewer clean-out stubs, garbage cans, service yards, woodpiles, refuse containers, or storage piles and household projects such as equipment repair and construction projects shall be screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, parks and public areas. All rubbish, trash, and garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the Lots and not allowed to accumulate thereon.

Section 14. Visual Obstructions at the Intersections of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner lots.

Section 15. Lot and Landscape Maintenance. All Lots, yards, landscaping, structures, and flowerbeds, shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupant of a Lot shall keep all grass and shrubs thereon cut and neatly maintained and landscape beds and yards be maintained so as to be kept free of weeds and noxious plants. The yard areas of a Lot shall be sodded with turf-type grass within twelve (12) months from the start of construction of the dwelling on the Lot. Each Lot must have an in-ground sprinkler system sufficient to water all areas of the lawn and landscaping and the same must be maintained in good operating condition.

Further, in no event shall any Lot, or portion thereof, be used for storage of material and equipment except for normal residential purposes or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All Owners shall be required to have mandatory trash pick up as provided by the City of Springdale, Arkansas and such trash and debris may not be placed at the curb for pick-up more than twenty-four hours prior to such pick-up.

In the event of default on the part of the Owner or occupant of any Lot in observing any or all of the requirements set forth in this Section, such default continuing after ten (10) days written notice thereof, the Association may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash or rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful

and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or the occupation of the Lot to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Owner, a continuing contractual lien is hereby granted to and shall be retained by the Association, inferior only to a purchase money lien or first mortgage.

Section 16. Parking and Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No boats, trailers, campers, recreational vehicles, motor coaches, motorcycles, buses, inoperative vehicles of any kind, camp rigs off truck, or boat rigging shall be parked or stored on any Lot or any part thereof for more than five (5) consecutive days or more than ten (10) total days in any six month period, unless the same can be completely contained within the garage or approved accessory building on the Lot or screened from view from the street or other Lots. No eighteen-wheel vehicles and other similar large van or flat-bed type vehicles may be parked on any public street right-of-way or Lot, or any part thereof, except to deliver merchandise or other materials to residents or construction sites.

Further, no vehicle of any kind, including, but not limited to those described immediately hereinabove, whether operable or inoperable, shall be allowed to be parked on the public right-of-way in the Subdivision overnight, or in any yard of a Lot, or part thereof, at any time. Lot Owners and occupants shall provide sufficient off-street parking to accommodate the vehicles used by their families and guests.

Section 17. Limited Access and Driveways. There shall be no access to any Lot on the perimeter except from designated streets or roads within the Property.

Section 18. Signs, Advertisements and Flags. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any Lot or in any Common Area, or portion of thereof, except for one sign for each Lot of not more than 28 inches by 38 inches solely advertising a Lot for sale or rent on that Lot. Flags on any Lot, other than the American Flag or State Flag, that are visible from the street may not exceed fifteen (15) square feet in area and must be maintained in good condition. These restrictions shall not apply to signs displayed as decoration for traditional holidays and other special occasions provided that reasonable time period of display are observed (e.g., recognition of sporting events, birth announcements, etc., during the week of occurrence and holiday decorations during the period that is traditionally appropriate to recognize the particular holiday.) Notwithstanding the foregoing, however, signs may be displayed in common areas advertising special events, open houses and yard sales provided that such signs shall only be posed the day prior to and the day of the event being advertised and must be removed by 6:00 p.m. on the day of the event. The Association shall have the right to remove any signs, advertisements or flag which is placed on Lots, in violation of this section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Further, the restrictions herein

shall not apply to the Association with respect to signs which the Association may place in or on Common Properties.

Section 19. Water and Mineral Operations and Wind Generators. No oil or water drilling, oil or water development operations, oil refinery, quarry or mining operations or any kind shall be permitted on any Lot, nor shall oil or water wells, tanks, pumps, derricks, structures, mineral excavations or shafts be permitted on any Lot. No wind generators shall be erected or maintained on any Lot.

Section 20. Construction Requirements. Exterior construction of dwellings or any other authorized structures on any Lot must be completed within twelve (12) months from the date such construction is commenced. On or before the expiration of such twelve (12) month period, the exterior must have the appearance of completion, including lawns and landscaping consistent with the completed structures in the Subdivision. In order to ensure timely completion, the Owner must place a \$2,000 deposit with the Association, which deposit shall be deposited to a special account and not commingled with other funds of the Association. Such deposit shall be returned to the Owner upon completion of the exterior of the structure in the manner set forth hereinabove, if such completion is on or before the expiration of the twelve (12) month period. If, however, the construction is not complete within the twelve (12) month period, the deposit shall be retained by the Association as liquidated damages for the violation of this Section; provided, however, that such retention of the deposit shall not prejudice the Association or any other Lot Owner from pursuing any and all legal and equitable remedies to compel the completion of the construction.

During the period of any construction, remodeling, repair or refurbishment of any structure on any Lot, all litter, debris, garbage and trash must be contained in appropriate containers and not allowed to blow or otherwise be carried onto any other portion of the Property.

Section 21. Sex Offender Restriction. No persons required to register as a sex offender pursuant to the Sex Offender Registration Act of 1997, Arkansas Code Annotated § 12-12-901, et seq, as amended from time to time, or any other similar federal, state or local law, regulation or ordinance, may rent, reside in, own or occupy any Lot or Dwelling within the Subdivision either permanently or temporarily. This restriction shall apply only to any such persons who purchase or move into the Subdivision after the recording of this Amended Declaration.

Section 22. Enforcement. In the event of default on the part of the Owner or occupant of any Lot in observing any or all of the requirements herein set forth, such default continuing after ten (10) days written notice thereof, the Association may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash or rubbish or do any other thing

necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or the occupation of the Lot to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Owner, a vendor's and continuing contractual lien is hereby granted to and shall be retained by the Association, inferior only to a purchase money lien or first mortgage. Such vendor's and continuing contractual lien shall be applicable and effective whether mentioned specifically or omitted in each conveyance of a Lot.

## **ARTICLE VI UTILITY BILLS, TAXES AND INSURANCE**

### Section 1. Obligations of Owners.

(a) Each Owner shall have separate electric, gas and water meters and shall directly pay for all electricity, gas, water, sanitary sewer service, telephone service, security systems, cable television and other utilities used or consumed by Owner.

(b) Each Owner shall directly render for taxation Owner's Lot and improvements thereon, and shall at Owner's own cost and expense directly pay all taxes levied or assessed against or upon Owner's Lot.

### Section 2. Obligations of the Association.

(a) In addition to that as otherwise may be provided for herein or in the Bylaws, the Association shall pay, as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties or any part thereof.

(b) The Association may render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Properties and the improvements and the property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect, as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities in the Common Properties and the contents thereof, and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such amounts as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring the Association, its Board of

Directors, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with the activities and obligations of the Association.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid as a common expense of all Owners and shall be paid out of the assessments.

## **ARTICLE VII DUTIES AND MANAGEMENT OF THE ASSOCIATION**

**Section 1. Duties and Powers.** In addition to the duties and powers enumerated in its Articles of Incorporation, Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, have an interest in, maintain and otherwise manage all Common Properties, improvements and landscaping thereon, and all other property acquired by the Association.

(b) Pay any real and personal property taxes and other charges assessed against the Common Properties unless such areas come into private ownership by some owner other than the Association.

(c) Have the authority to obtain, for the benefit of all of the Common Properties, all water, gas and electric and other utility services and refuse collection.

(d) Grant easements where necessary for utilities, drainage, and sewer facilities over the Common Properties, to serve the Common Properties and the Property in general.

(e) Maintain such policy or policies of insurance as the Board of Directors of the Association may deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

(f) Have the authority to contract for the performance of maintenance and repair and for conducting other activities on behalf of the Association; provided, no such contract shall exceed one year without Board approval.

(g) Have the power to establish and maintain a working capital, contingency fund and reserve fund in an amount to be determined by the Board of Directors of the Association.

(h) Have the power to establish and charge fines or penalties for violations of any restrictions, conditions, or covenants.

(i) Have the duty to landscape and maintain the improvements, landscaping and entry markers upon the Common Properties;

(j) Have the duty to maintain the perimeter walls or fences located at entrances to the Property, Common Properties, greenbelt buffers, and fencing and walls located on the Common Properties;

(k) Have the duty to maintain all brick or concrete pavers located in the streets and sidewalks; all street lights and poles (other than the standard street lights and poles provided by the electric company); all parks in Common Properties; all landscaping located within street islands or within street right of ways; all street and regulatory signs and post (other than the standard street and regulatory signs and post).

#### **ARTICLE VIII COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS**

Section 1. Article VII of Bylaws Incorporated. Assessments for maintenance and other purposes shall be governed by Article VII of the Bylaws, which Article VII of the Bylaws is hereby incorporated herein by reference, it being the express intention of the Declarants that all Owners and Lots within the Subdivision be subject to the annual and special assessments set forth therein and the lien rights and remedies that arise therefrom.

#### **ARTICLE IX INCORPORATION OF BYLAWS**

Section 1. Incorporation of Bylaws. In addition to those parts of the Bylaws which are incorporated hereinabove, all articles of the Bylaws are incorporated herein by reference, it being the intent of the Declarants that all Owners and Lots within the Subdivision shall be subject to and within the jurisdiction of the Association and that the Association will be governed by and in accordance with the Bylaws regardless of any limitations set forth in the Bylaws. To the extent that any phase or phases of the Subdivision were not included within the Bylaws as the same were recorded, such phases or phases are hereby declared to be subject to the Bylaws.

#### **ARTICLE X GENERAL PROVISIONS**

Section 1. Leases. Any lease agreement between an Owner and a lessee shall be subject in all respects to the provisions of this Amended Declaration, the Bylaws and Articles of Incorporation of the Association whether or not reference is made to the Amended Declaration, Bylaws and Articles of Incorporation in the lease.

Section 2. Enforcement. The Association and any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Amended Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants, conditions or restrictions shall not affect any other provision, which shall remain in full force and effect.

Section 4. Duration; Amendment. The provisions of this Amended Declaration shall run with and bind the Property for a term of twenty-five years from this date, after which time they shall be automatically extended for successive periods of ten years.

Deeds of conveyance of Lots or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the restrictive grantees.

This Amended Declaration may be amended during the first twenty-five year period by an instrument in recordable form setting forth the amendment and signed by the President and Secretary of the Association, which instrument sets forth the certification that at a meeting of the Members of the Association, not less than two-thirds (2/3) of the votes in the Association approved such amendment. After the first twenty-five year period, this Amended Declaration may be amended by an instrument in recordable form setting forth the amendment and signed by the President and Secretary of the Association, which instrument sets forth the certification that at a meeting of the Members of the Association, not less than fifty percent (50%) of the votes in the Association approved such amendment.

All amendments shall be recorded in the Official Public Records of Real Property of Benton County, Arkansas.

Section 5. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member will not become burdensome to nor constitute harassment of the Association. The Amended Declaration, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 6. Notices. Any notice required to be sent to any Owner under the provisions of this Amended Declaration shall be deemed to have been properly sent when

mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 7. Good Faith Lender's Clause. Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot, which liens may be enforced in due course, subject to the terms of this Amended Declaration.

Section 8. Mergers. Upon a merger or consolidation of the Association with another association as provided by its Articles of Incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer the covenants, conditions and restrictions contained in this Amended Declaration, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Amended Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarants herein, have hereunto set their hands and seals the date set forth in the Acknowledgment for each Declarant.

[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]



4005 Thornbury Dr.

I

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot L, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Dennis Canova  
(Printed Name)

[Signature]  
(Signature)

Larrita Canova  
(Printed Name)

[Signature]  
(Signature)

7/20/07

Date

**ACKNOWLEDGMENT**

State of Arkansas )  
County of ~~Benton~~ Washington )ss

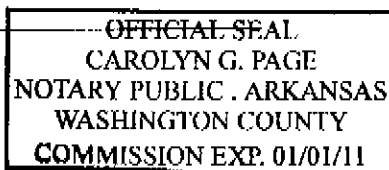
Book 2007 Page 42518  
Recorded in the Above  
DEED Book & Page  
10/17/2007

On this the 20 day of July, 2007, before me, the undersigned Notary Public, personally appeared Dennis Canova and Larrita Canova known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal

[Signature]  
Notary Public

My Commission Expires:



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 2, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Oddy Straight  
(Printed Name)

Oddy Straight  
(Signature)

Sandy Straight  
(Printed Name)

Sandy Straight  
(Signature)

10-26-06  
Date

Book 2007 Page 42519  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
County of <sup>WASHINGTON</sup> ~~Benton~~ )ss

On this the 26<sup>th</sup> day of OCT., 2006, before me, the undersigned Notary Public, personally appeared ODDY STRAIGHT and SANDY STRAIGHT known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

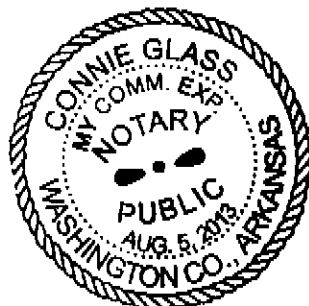
In witness whereof I hereunto set my hand and official seal.

Connie Glass  
Notary Public

NOTARY FOR WASHINGTON COUNTY

My Commission Expires:

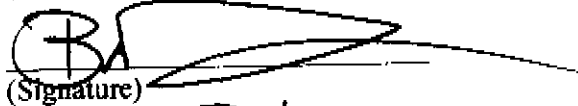
08-05-2013



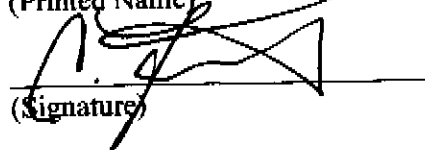
(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 3, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Barry J. Fontenot  
(Printed Name)

  
(Signature)

Claire Babineaux-Fontenot  
(Printed Name)

  
(Signature)

8-6-07  
Date

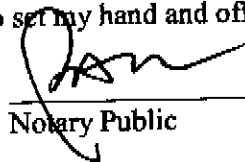
**ACKNOWLEDGMENT**

Book 2007 Page 42520  
Recorded in the Above  
DEED Book & Page  
10/17/2007

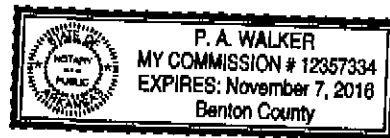
State of Arkansas )  
  )ss  
County of Benton )

On this the 6 day of August, 200<sup>7</sup>, before me, the undersigned Notary Public, personally appeared Barry and Claire, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires:  
11/7/16



3887 Thornbury <sup>I</sup>

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 6, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Thomas W. Bailey  
(Printed Name)

*Thomas W. Bailey*  
(Signature)

Elyce Bailey  
(Printed Name)

*Elyce A Bailey*  
(Signature)

5-26-07

Date

Book 2007 Page 42521  
Recorded in the Above  
DEEP Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
                                  )ss  
County of Benton )

On this the 26<sup>th</sup> day of May, 2006, before me, the undersigned Notary Public, personally appeared Thomas and Elyce, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

*[Signature]*  
Notary Public

My Commission Expires:

11/7/16



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 8, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Rick Barrows  
(Printed Name)

Rick Barrows  
(Signature)

J. Eileen Barrows  
(Printed Name)

J. Eileen Barrows  
(Signature)

11-02-2006  
Date

**ACKNOWLEDGMENT**

State of Arkansas )  
 )ss  
County of ~~Benton~~ Washington )

Book 2007 Page 42522  
Recorded in the Above  
DEED Book & Page  
10/17/2007

On this the 2nd day of November, 2006, before me, the undersigned Notary Public, personally appeared Rick Barrows and J. Eileen Barrows known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Courtney Leigh Landreth  
Notary Public

My Commission Expires:  
7-11-2012



(Signature page for Trustees of Trust)

SUSAN K. BRIGHT The undersigned, in his/her/their capacity as Trustee(s) of the Bright Revocable Trust (name of trust), as the Owners of Lot 9, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Kelly D. Bright  
(Printed Name)

Kelly D. Bright Co-Trustee  
(Signature)

SUSAN K. BRIGHT  
(Printed Name)

Susan K. Bright Co-trustees  
(Signature)

10/29/06  
Date

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
                  BENTON )ss  
COUNTY OF WASHINGTON )

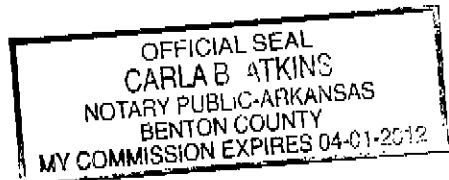
Book 2007 Page 42523  
Recorded in the Above  
DEED Book & Page  
10/17/2007

On this the 29<sup>th</sup> day of Oct., ~~2005~~ 2006, before me, the undersigned officer, personally appeared Kelly D. Bright and Susan K. Bright, who acknowledged themselves to be the trustee(s) of the Susan K. Bright Revocable Trust, and that he/she/they, as such trustee(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 10, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Dana Williams  
(Printed Name)

Dana Williams  
(Signature)

Anthony Williams  
(Printed Name)

Anthony Williams  
(Signature)

10-29-06  
Date

Book 2007 Page 42524  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
)ss  
County of Benton )

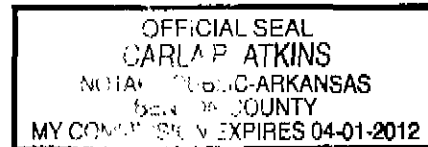
On this the 29<sup>th</sup> day of October, 2006, before me, the undersigned Notary Public, personally appeared Dana Williams and Anthony Williams, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:

4/1/2012



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 12, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

KELLY Matthews  
(Printed Name)

[Handwritten Signature]  
(Signature)

LORRIE Matthews  
(Printed Name)

[Handwritten Signature]  
(Signature)

8/7/07  
Date

**ACKNOWLEDGMENT**

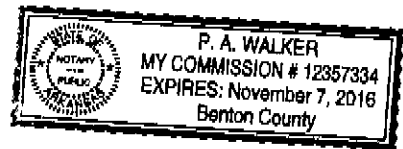
State of Arkansas )  
)ss  
County of Benton )

On this the 7 day of August, 2007, before me, the undersigned Notary Public, personally appeared Kelly and Lorrie, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Handwritten Signature]  
Notary Public

My Commission Expires:  
11/7/16





3657 THORNBURY

I

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 15, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

BOBBY G MARKS

(Printed Name)

Bobby G Marks

(Signature)

DORIS G MARKS

(Printed Name)

Doris G. Marks

(Signature)

11-23-2006

Date

ACKNOWLEDGMENT

State of Arkansas )

)ss

County of Benton )

Book 2007 Page 42526  
Recorded in the Above  
DEED Book & Page  
10/17/2007

On this the 29<sup>th</sup> day of Oct., 2006, before me, the undersigned Notary Public, personally appeared Bobby G. Marks and Doris G. Marks known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

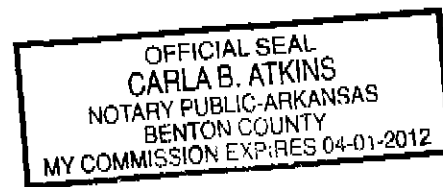
In witness whereof I hereunto set my hand and official seal.

Carla Atkins

Notary Public

My Commission Expires:

4/1/2012



3623 THORNBURY  
I

(Signature page for single person owner)

The undersigned, a single person, as the Owner of Lot 14, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, does hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

RHETT GARVER  
(Printed Name)  
[Signature]  
(Signature)

11-20-2006  
Date

**ACKNOWLEDGMENT**

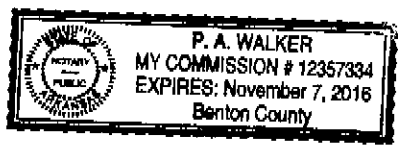
State of Arkansas )  
)ss  
County of Benton )

On this the 11 day of November, 2006, before me, the undersigned Notary Public, personally appeared RHETT GARVER known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal. [Signature]  
Book 2007 Page 42527  
Recorded in the Above  
DEED Book & Page  
10/17/2007

Notary Public

My Commission Expires:  
11/7/16



(Signature page for Trustees of Trust)

The undersigned, in his/her/their capacity as Trustee(s) of the VICKI E. FOREMAN TRUST (name of trust), as the Owners of Lot # 15, Phase L, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

VICKI E FOREMAN  
(Printed Name)

Vicki E. Foreman  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

Book 2007 Page 42528  
Recorded in the Above  
DEED Book & Page  
10/17/2007

11-9-06  
Date

**ACKNOWLEDGMENT**

STATE OF ARKANSAS )  
 ) ss  
COUNTY OF WASHINGTON )

On this the 9th day of Nov, 2006, before me, the undersigned officer, personally appeared Vicki E. Foreman and \_\_\_\_\_, who acknowledged themselves to be the trustee(s) of the Vicki E. Foreman Trust, and that he/she/they, as such trustee(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carolyn G. Page  
Notary Public

My Commission Expires:

OFFICIAL SEAL  
CAROLYN G. PAGE  
NOTARY PUBLIC - ARKANSAS  
WASHINGTON COUNTY  
COMMISSION EXP. 01/01/11

(Signature page for Trustees of Trust)

The undersigned, in his/her/their capacity as Trustee(s) of the \_\_\_\_\_ (name of trust), as the Owners of Lot 16, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

WARD G. DANLEY  
(Printed Name)

[Signature]  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

10-29-06  
Date

Book 2007 Page 42529  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

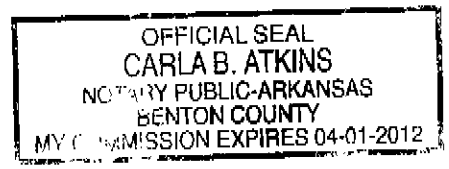
STATE OF ARKANSAS             )  
   )ss  
COUNTY OF WASHINGTON       )

On this the 29<sup>th</sup> day of Oct, 2005, before me, the undersigned officer, personally appeared Ward G. Danley and \_\_\_\_\_, who ~~acknowledged themselves to be the trustee(s) of the~~ \_\_\_\_\_, and that he/she/they, as such trustee(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012



I

3654 Thornbury DR

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 17, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Steven Williams  
(Printed Name)

S. Williams  
(Signature)

Christy Williams  
(Printed Name)

C. Williams  
(Signature)

10-29-06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42530  
Recorded in the Above  
DEED Book & Page  
10/17/2007

State of Arkansas )  
                                  )ss  
County of Benton )

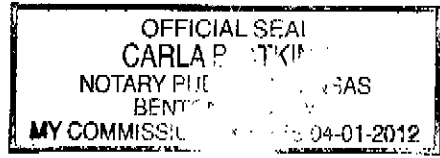
\*

On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared Steven Williams and Christy Williams, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012



3680 THORNBURY  
I

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 18+19, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Larry Kyle Underwood  
(Printed Name)

Larry Kyle Underwood  
(Signature)

Gilda M. Underwood  
(Printed Name)

Gilda M. Underwood  
(Signature)

10/28/06  
Date

**ACKNOWLEDGMENT**

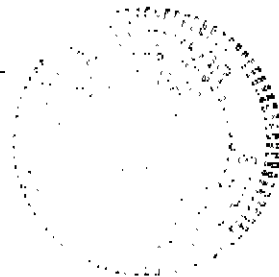
Book 2007 Page 42531  
Recorded in the Above  
DEED Book & Page  
10/17/2007

State of Arkansas )  
                  Washington )ss  
County of Benton )

On this the 28<sup>th</sup> day of October, 2006, before me, the undersigned Notary Public, personally appeared Larry Underwood and Gilda Underwood, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

James P. Tjoh  
Notary Public



My Commission Expires:

12/8/2015

I

3740 THORNBURY DR

(Signature page for Trustees of Trust)

The undersigned, in his/her/their capacity as Trustee(s) of the \_\_\_\_\_ (name of trust), as the Owners of Lot 20, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

RICHARD D. RUPPERT  
(Printed Name)

Richard D. Ruppert  
(Signature)

Kelli P. Ruppert  
(Printed Name)

Kelli P. Ruppert  
(Signature)

10/29/06  
Date

Book 20007 Page 42532  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

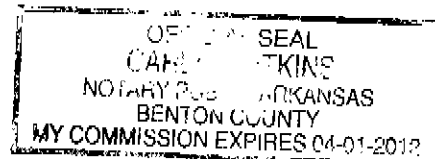
STATE OF ARKANSAS            )  
  )ss  
COUNTY OF WASHINGTON    )

On this the 29 day of Oct, 2006, before me, the undersigned officer, personally appeared Richard D. Ruppert and Kelli P. Ruppert, who acknowledged themselves to be the trustee(s) of the \_\_\_\_\_, and that he/she/they, as such trustee(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 22, Phase ( ), in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

HAROLD L. NORMAN  
(Printed Name)

Harold L. Norman  
(Signature)

PATTI NORMAN  
(Printed Name)

Patti Norman  
(Signature)

7/11/07

Date

Book 2007 Page 42533  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
) ss  
County of Benton )

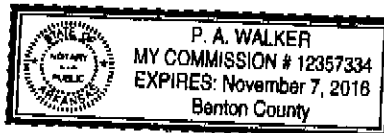
On this the 11 day of July, 2007, before me, the undersigned Notary Public, personally appeared HAROLD NORMAN and PATTI NORMAN known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

11/7/16





(Signature page for single person owner)

The undersigned, a single person, as the Owner of Lot 23, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, does hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

RENALDA HERBERT  
(Printed Name)

Renalda Herbert  
(Signature)

2/11/07  
Date

Book 2007 Page 42534  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

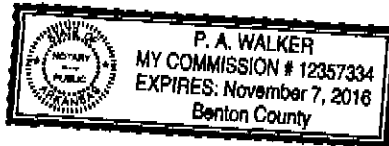
State of Arkansas        )  
                                  )ss  
County of Benton        )

On this the 7<sup>th</sup> day of July, 2007, before me, the undersigned Notary Public, personally appeared RENALDA HERBERT known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



3749  
TANLEWOOD

I

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 24, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Cynthia McCleanhaw  
(Printed Name)

[Signature]  
(Signature)

Cynthia McCleanhaw  
(Printed Name)

[Signature]  
(Signature)

4-22-07  
Date

Book 2007 Page 42535  
Recorded in the Above  
DEED Book & Page  
10/17/2007

ACKNOWLEDGMENT

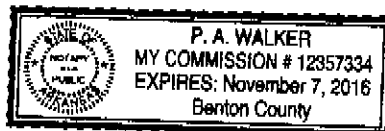
State of Arkansas )  
)ss  
County of Benton )

On this the 10 day of June, 2007, before me, the undersigned Notary Public, personally appeared Cynthia and [Signature], known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



I  
3707 TANGLEWOOD

(Signature page for single person owner)

The undersigned, a single person, as the Owner of Lot 26, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, does hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Robert M. Stevens,  
(Printed Name)

*RMStevens*  
(Signature)

11-3-06  
Date

3707 Tanglewood Dr.  
Springdale, AR  
72764

**ACKNOWLEDGMENT**

State of Arkansas )  
County of ~~Benton~~ Washington ) ss

On this the 3<sup>rd</sup> day of NOV., 2006, before me, the undersigned Notary Public, personally appeared Rob Stevens known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

*[Signature]*  
Notary Public

My Commission Expires:  
July 29<sup>th</sup> 2009

Book 2007 Page 42536  
Recorded in the Above  
DEED Book & Page  
10/17/2007

(Signature page for Trustees of Trust)

The undersigned, in his/her/their capacity as Trustee(s) of the THE KRUSE TRUST (name of trust), as the Owners of Lot 27, Phase II, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

KENNETH E. KRUSE  
(Printed Name)

Kenneth E. Kruse - Trustee  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

10-24-06  
Date

Book 2007 Page 42537  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

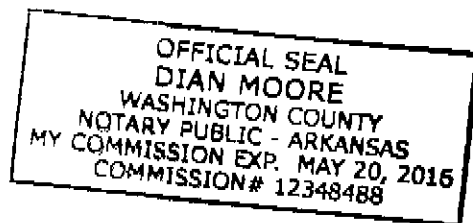
STATE OF ARKANSAS )  
)ss  
COUNTY OF WASHINGTON )

On this the 24 day of Oct, 2006, before me, the undersigned officer, personally appeared Kenneth E. Kruse and \_\_\_\_\_, who acknowledged themselves to be the trustee(s) of the Kruse Trust, and that he/she/they, as such trustee(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Dian Moore  
Notary Public

My Commission Expires:  
5-20-16



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 30, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Juan Coriel  
(Printed Name)

Juan Coriel  
(Signature)

Leandra Coriel  
(Printed Name)

Leandra Coriel  
(Signature)

8/7/07  
Date

Book 2007 Page 405348  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
)ss  
County of Benton )

On this the 8<sup>th</sup> day of August, 2007, before me, the undersigned Notary Public, personally appeared JUAN and LEONORA, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

11/7/16



3617 Tanglewood  
I

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 31, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Elizabeth Curiel  
(Printed Name)

Lucy E. Curiel  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

8/6/07  
Date

Book 2007 Page 42539  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

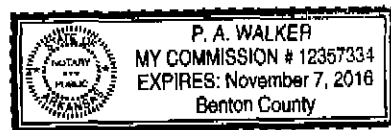
State of Arkansas )  
                                  )ss  
County of Benton )

On this the 6<sup>th</sup> day of August, 2007, before me, the undersigned Notary Public, personally appeared Elizabeth and \_\_\_\_\_, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/17/16



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 322, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Jesena Batson  
(Printed Name)

Jesena Batson  
(Signature)

Jennifer Batson  
(Printed Name)

Jennifer Batson  
(Signature)

Aug 7, 2007  
Date

Book 2007 Page 42540  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

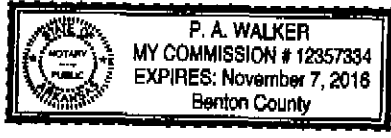
State of Arkansas )  
County of Benton )ss  
)

On this the 7<sup>th</sup> day of August, 2007, before me, the undersigned Notary Public, personally appeared Jesena and Jennifer, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

P. A. Walker  
Notary Public

My Commission Expires:  
11/7/16



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 33, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Robert W Steffes  
(Printed Name)

Robert W Steffes  
(Signature)

Elaine Steffes  
(Printed Name)

Elaine Steffes  
(Signature)

27 Nov, 2006  
Date

Book 2007 Page 42541  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

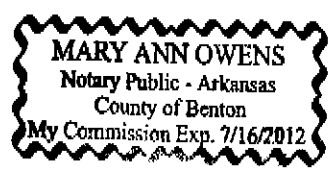
State of Arkansas                    )  
  )ss  
County of Benton                    )

On this the 27<sup>th</sup> day of November, 2006, before me, the undersigned Notary Public, personally appeared Robert W Steffes and Elaine Steffes, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Mary Ann Owens  
Notary Public

My Commission Expires:  
7/16/12





3670 Tanglewood  
I

(Signature page for Trustees of Trust)

The undersigned, in his/her/their capacity as Trustee(s) of the Ying Ling Trust (name of trust), as the Owners of Lot 35, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Caroline Yingling  
(Printed Name)

Caroline Yingling  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

8/6/07  
Date

Book 2007 Page 42542  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

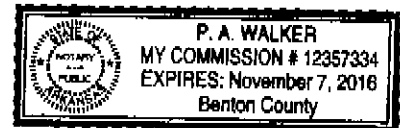
STATE OF ARKANSAS )  
                                  ) ss  
                                  ) Benton  
COUNTY OF WASHINGTON )

On this the 6 day of August, ~~2005~~ 2007, before me, the undersigned officer, personally appeared Caroline and \_\_\_\_\_, who acknowledged themselves to be the trustee(s) of the Ying Ling Trust, and that he/she/they, as such trustee(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
11/7/06



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 36, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Paul A. Walker  
(Printed Name)

[Signature]  
(Signature)

Elizabeth Walker  
(Printed Name)

[Signature]  
(Signature)

10/29/06  
Date

Book 2007 Page 42543  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

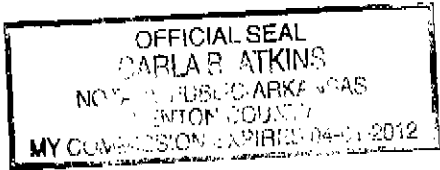
State of Arkansas )  
)ss  
County of Benton )

On this the 29<sup>th</sup> day of Oct., 2006, before me, the undersigned Notary Public, personally appeared Paul A. Walker and Elizabeth Walker, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012



3712 TANGLEWOOD DR.  
I

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 37, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Lori K. Brown  
(Printed Name)

[Signature]  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

10.29.06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42544  
Recorded in the Above  
DEED Book & Page  
10/17/2007

State of Arkansas )  
                                  )ss  
County of Benton     )

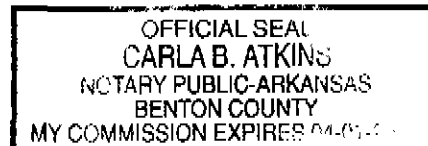
On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared Lori K. Brown and \_\_\_\_\_, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/shc had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:

4/1/2012



3730 TANGLEWOOD  
I

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 38, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Andy Sinte  
(Printed Name)

[Handwritten Signature]  
(Signature)

Kristi Poole  
(Printed Name)

[Handwritten Signature]  
(Signature)

11/22/06  
Date

Book 2007 Page 42545  
Recorded in the Above  
DEED Book & Page  
11/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
)ss  
County of Benton )

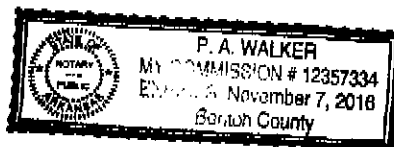
On this the 19 day of November, 2006, before me, the undersigned Notary Public, personally appeared Andy and KRISTI, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Handwritten Signature]  
Notary Public

My Commission Expires:

11/7/16



I

3750 Tanglwood Dr.

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 39, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Lori Brown  
(Printed Name)

Lori Brown  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

10/29/06  
Date

Book 2007 Page 42546  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

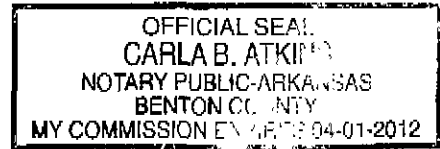
State of Arkansas )  
)ss  
County of Benton )

On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared Lori Brown and \_\_\_\_\_, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 41, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

E. Dwayne Tech  
(Printed Name)

E. Dwayne Tech  
(Signature)

Saleta Matthews Tech  
(Printed Name)

Saleta Matthews Tech  
(Signature)

11/18/06  
Date

Book 2007 Page 42547  
Recorded in the Above  
NEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

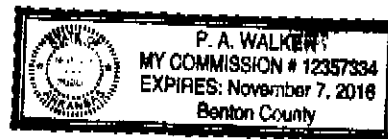
State of Arkansas )  
)ss  
County of Benton )

On this the 18 day of NOVEMBER, 2006, before me, the undersigned Notary Public, personally appeared DWAYNE and SALETA, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



I

(Signature page for single person owner)

3802 Thornbury

The undersigned, a single person, as the Owner of Lot 43, Phase I, in the Thornbury Subdivision to the City of Springdale, Arkansas, does hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Paul Burrett

(Printed Name)

Paul Burrett

(Signature)

10/29/06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42543  
Recorded in the Above  
DEED Book & Page  
10/17/2007

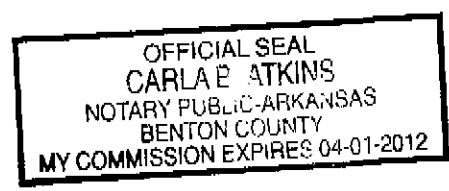
State of Arkansas )  
  )ss  
County of Benton   )

On this the 29<sup>th</sup> day of Oct., 2006, before me, the undersigned Notary Public, personally appeared Paul Burrett, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 44, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Eric Harris  
(Printed Name)

[Signature]  
(Signature)

Tina Harris  
(Printed Name)

[Signature]  
(Signature)

10/29/06  
Date

Book 2007 Page 42549  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
)ss  
County of Benton )

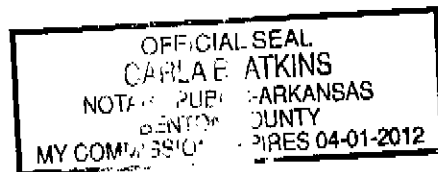
On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared ERIC HARRIS and TINA HARRIS known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:

4/1/2012







(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 47, Phase F, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Lawrence Schemel

(Printed Name)

[Signature]

(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

11/29/2006  
Date

Book 2007 Page 42551  
Recorded in the Above  
DEED Book & Page  
11/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
)ss  
County of Benton )

On this the 11<sup>th</sup> day of November, 2006, before me, the undersigned Notary Public, personally appeared Lawrence and Sheila, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

11/7/16



4630 LAURAL  
I RIDGE

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 48, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

CHAD DELOZIER  
(Printed Name)

Chad D. DeLozier  
(Signature)

Wendi DeLozier  
(Printed Name)

Wendi DeLozier  
(Signature)

Book 2007 Page 42552  
Recorded in the Above  
DEED Book & Page  
10/17/2007

8/6/2007  
Date

**ACKNOWLEDGMENT**

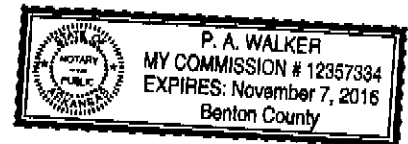
State of Arkansas                    )  
  )ss  
County of Benton                    )

On this the 6 day of August, 2007, before me, the undersigned Notary Public, personally appeared Chad and Wendi, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

P. A. Walker  
Notary Public

My Commission Expires:  
11/7/16





(Signature page for Trustees of Trust)

The undersigned, in his/her/their capacity as Trustee(s) of the David W. Williams Trust  
Karen R. Williams Trust (name of trust), as the Owners of Lot 1, Phase  
II, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and  
approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury  
Subdivision to the City of Springdale, Arkansas.

David W. Williams  
(Printed Name)

David W. Williams  
(Signature)

Karen R. Williams  
(Printed Name)

Karen R. Williams  
(Signature)

11/10/06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42554  
Recorded in the Above  
DEED Book & Page  
10/17/2007

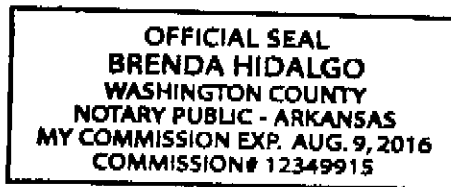
STATE OF ARKANSAS )  
)ss  
COUNTY OF WASHINGTON )

On this the 10 day of November 2005, before me, the undersigned officer, personally  
appeared David Williams and Karen Williams, who acknowledged themselves to be the  
trustee(s) of the David W. Williams Trust, Karen R. Williams Trust and that he/she/they, as such trustee(s), being  
authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Brenda Hidalgo  
Notary Public

My Commission Expires:  
Aug. 9, 2016



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 2, Phase 2, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Jeffrey A. Williams  
(Printed Name)

[Signature]  
(Signature)

Christine C. Williams  
(Printed Name)

[Signature]  
(Signature)

10/29/06  
Date

Book 2007 Page 42555  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

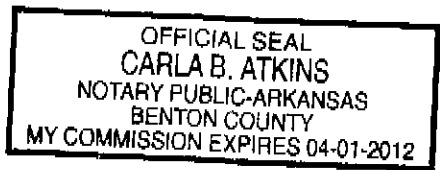
State of Arkansas )  
)ss  
County of Benton )

On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared Jeffrey A. Williams and Christine Williams, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012



3835 LAUREL  
RIDGE  
II

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 3, Phase II in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Sandra E. Morrow  
(Printed Name)

Sandra E. Morrow  
(Signature)

Richard Morrow  
(Printed Name)

[Signature]  
(Signature)

10/29/06  
Date

Book 2007 Page 42556  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
) ss  
County of Benton )

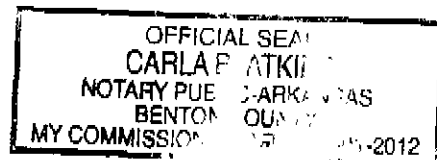
On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared Sandra E. Morrow and Richard Morrow, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:

4/1/2012



(Signature page for Trustees of Trust)

The undersigned, in his/her/their capacity as Trustee(s) of the The Ernest + DIANNA Northern Beccable Trust (name of trust), as the Owners of Lot 4, Phase II, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Ernest A. Northern Co-Trustees  
(Printed Name)

Ernest A. Northern  
(Signature)

DIANNA L. Northern Co-Trustees  
(Printed Name)

Dianna L. Northern  
(Signature)

10/27/06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42557  
Recorded in the Above  
DEED Book & Page  
10/17/2007

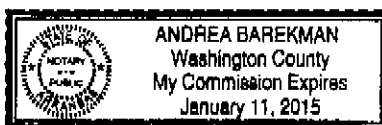
STATE OF ARKANSAS )  
                          WASHINGTON )ss  
COUNTY OF BENTON )

On this the 27th day of October, 2006, before me, the undersigned officer, personally appeared Ernest A. Northern and Dianna L. Northern who acknowledged themselves to be the trustee(s) of the The Ernest + Dianna Northern Beccable Trust and that he/she/they, as such trustee(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Andrea Barekman  
Notary Public

My Commission Expires:  
January 11, 2015





II 3671  
LOVELL  
RIDGE

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 8, Phase II in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Janet Harris  
(Printed Name)

Janet Harris  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

3/5/07  
Date

Book 2007 Page 42558  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

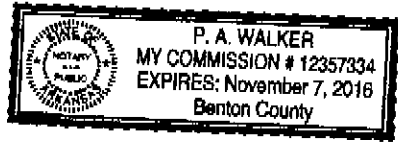
State of Arkansas )  
                                  )ss  
County of Benton )

On this the 5 day of MARCH, ~~2006~~ <sup>2007</sup>, before me, the undersigned Notary Public, personally appeared JANET and \_\_\_\_\_, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



(Signature page for Trustees of Trust)

The undersigned, in his/her/their capacity as Trustee(s) of the JOY L. RHODES TRUST (name of trust), as the Owners of Lot 9, Phase 1, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Joy Rhodes  
(Printed Name)

Joy Rhodes  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

9/23/07  
Date

ACKNOWLEDGMENT

Book 2007 Page 42559  
Recorded in the Above  
DEED Book & Page  
10/17/2007

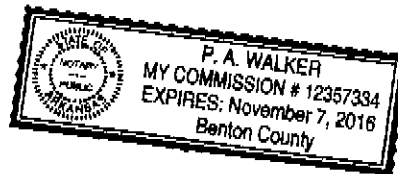
STATE OF ARKANSAS )  
                          BENTON )ss  
COUNTY OF WASHINGTON )

On this the 23 day of SEPT, 2007, before me, the undersigned officer, personally appeared Joy and \_\_\_\_\_, who acknowledged themselves to be the trustee(s) of the JOY RHODES TRUST, and that he/she/they, as such trustee(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
11/7/2016



3643 Laurel Ridge  
II

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 9, Phase 2, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Jeff Rhodes

(Printed Name)

[Signature]

(Signature)

(Printed Name)

6/8/07  
Date

(Signature) Book 2007 Page 42560  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

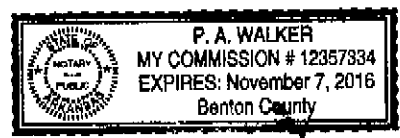
State of Arkansas )  
) ss  
County of Benton )

On this the 8 day of June, 2007, before me, the undersigned Notary Public, personally appeared [Signature] and [Signature], known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



3615 Laurel Ridge II

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 10, Phase 2, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amcnded and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Melissa Renee Parks  
(Printed Name)

*Melissa Renee Parks*  
(Signature)

ARTHUR L. Parks III  
(Printed Name)

*Arthur L Parks III*  
(Signature)

31 July 2007  
Date

Book: 2007 Page 42561  
Recorded in the Above  
DEED Book & Page  
10/17/2007

ACKNOWLEDGMENT

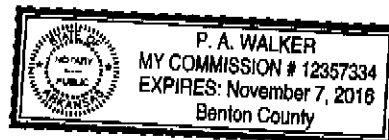
State of Arkansas )  
  )ss  
County of Benton )

On this the 31 day of July 2007, before me, the undersigned Notary Public, personally appeared *Arthur* and *Melissa*, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes thcrein contained.

In witness whereof I hereunto set my hand and official seal.

*[Signature]*  
Notary Public

My Commission Expires:  
11/7/16



3581  
WALKER  
RIDGE

(Signature page for single person owner)

The undersigned, a single person, as the Owner of Lot 11, Phase 2, in the Thornbury Subdivision to the City of Springdale, Arkansas, does hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

CARLA ATKINS Sloneker  
(Printed Name)

Carla Atkins Sloneker  
(Signature)

2/22/07  
Date

Book 2007 Page 42562  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas                    )  
  )ss  
County of Benton                    )

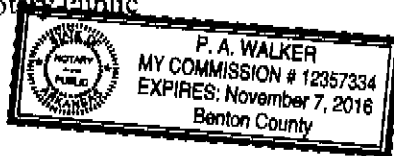
On this the 22 day of February, 2006, before me, the undersigned Notary Public, personally appeared Carla Sloneker known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

11/7/2016



(Signature page for single person owner)

The undersigned, a single person, as the Owner of Lot 12, Phase II in the Thornbury Subdivision to the City of Springdale, Arkansas, does hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Charles F. Rogers  
(Printed Name)

Charles F. Rogers  
(Signature)

Nov 14, 2006  
Date

Book 2007 Page 42563  
Recorded in the Above  
DEED Book & Page  
10/17/2007

ACKNOWLEDGMENT

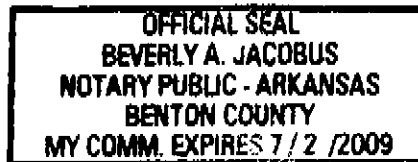
State of Arkansas )  
 )ss  
County of Benton )

On this the 14 day of Nov., 2006, before me, the undersigned Notary Public, personally appeared Charles F. Rogers known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Beverly A. Jacobus  
Notary Public

My Commission Expires:  
7/2/2009



(Signature page for Trustees of Trust)

The undersigned, in his/her/their capacity as Trustee(s) of the Charles F. Rogers III Rev Trust (name of trust), as the Owners of Lot 12, Phase II, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Charles F. Rogers  
(Printed Name)

Charles F. Rogers  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

Nov 14, 2006  
Date

Book 2007 Page 42564  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

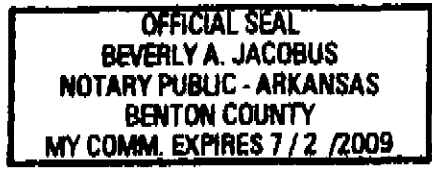
STATE OF ARKANSAS )  
Benton )ss  
COUNTY OF WASHINGTON )

On this the 14 day of Nov., 2006, before me, the undersigned officer, personally appeared Charles F. and Rogues, who acknowledged ~~themselves~~ to be the trustee(s) of the Trust, and that he/she/they, as such trustee(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Beverly A. Jacobus  
Notary Public

My Commission Expires:  
7/2/2009



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 13, Phase II, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Sheryl E. Looper  
(Printed Name)

[Signature]  
(Signature)

Gary N. Looper  
(Printed Name)

[Signature]  
(Signature)

3/8/07  
Date

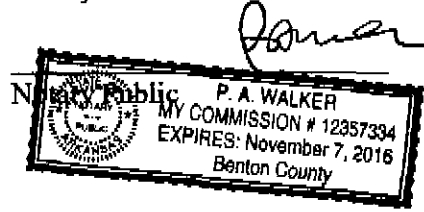
Book 2007 Page 42565  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
County of Benton )ss )

On this the 8 day of March, 2007, before me, the undersigned Notary Public, personally appeared Gary and Sheryl, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



My Commission Expires:  
11/7/16.

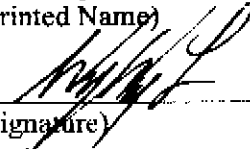


3576 Camel Ridge  
II

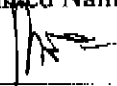
(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 16, Phase 2, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Wang Li  
(Printed Name)

  
(Signature)

Michelle Li  
(Printed Name)

  
(Signature)

6/8/07  
Date


Book 2007 Page 42566  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
 )ss  
County of Benton )

On this the 8 day of June, 2007, before me, the undersigned Notary Public, personally appeared Wang Li and Michelle Li known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires:  
11/7/14



3608 Camel Ridge II

(Signature page for ~~married owners or two or more unmarried owners~~ SINGLE)

The undersigned, as the Owners of Lot 17, Phase 2, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Ruby MARBUT  
(Printed Name)

Ruby Marbut  
(Signature)

(Printed Name)

(Signature)

6/18/07  
Date

Book 2007 Page 42567  
Recorded in the Above  
DEED Book & Page  
10/17/2007

ACKNOWLEDGMENT

State of Arkansas )  
)ss  
County of Benton )

On this the 8 day of June, 2007, before me, the undersigned Notary Public, personally appeared Ruby and \_\_\_\_\_, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
\_\_\_\_\_  
Notary Public

My Commission Expires:

11/7/16



3632 Jewel Ridge  
II

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 18, Phase 2, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

BENNY BREAZEALE  
(Printed Name)

[Signature]  
(Signature)

DEE BREAZEALE  
(Printed Name)

[Signature]  
(Signature)

6/8/07  
Date

Book 2807 Page 42568  
Recorded in the Above  
D.L.D. Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
)ss  
County of Benton )

On this the 8 day of June, 2007, before me, the undersigned Notary Public, personally appeared Benny and Dee, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



II

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 20, Phase 2, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Rhonda Nelson  
(Printed Name)

Rhonda Nelson  
(Signature)

MATT NELSON  
(Printed Name)

[Signature]  
(Signature)

8/1/07  
Date

Book 2007 Page 42569  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

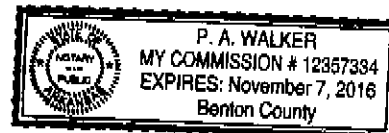
State of Arkansas )  
) ss  
County of Benton )

On this the 1 day of August, 2007, before me, the undersigned Notary Public, personally appeared Rhonda and Matt, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



3722 Laurel Road  
II

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 21, Phase II, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Kevin Koennings  
(Printed Name)

[Signature]  
(Signature)

Diane Koennings  
(Printed Name)

[Signature]  
(Signature)

10/29/06  
Date

Book 2007 Page 42570  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
County of Benton )ss

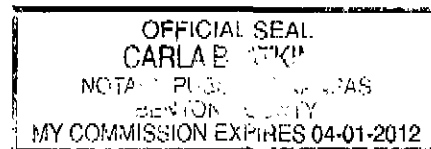
On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared Kevin Koennings and Diane Koennings, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:

4/1/2012



3756

LAUREL ROBE

II

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 22, Phase 2, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

EVAN D. CROSS  
(Printed Name)

Evan D. Cross  
(Signature)

Daryl A. Cross  
(Printed Name)

Daryl A. Cross  
(Signature)

10-29-06  
Date

Book: 2007 Page 42571  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

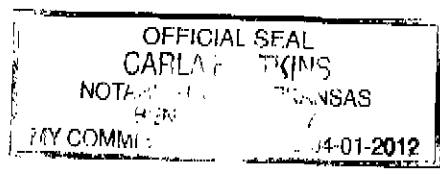
State of Arkansas )  
  )ss  
County of Benton )

On this the 29<sup>th</sup> day of Oct., 2006, before me, the undersigned Notary Public, personally appeared EVAN CROSS and Daryl A. Cross, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012



3784 Laurel Ridge

II

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 23, Phase II, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

R Chancellor

(Printed Name)

[Signature]

(Signature)

(Printed Name)

(Signature)

11/19/06

Date

Book 2007 Page 42572  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
 )ss  
County of Benton )

On this the 19<sup>th</sup> day of November, 2006, before me, the undersigned Notary Public, personally appeared AMES and RACHEL, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

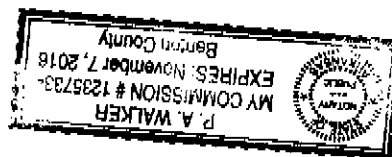
In witness whereof I hereunto set my hand and official seal.

[Signature]

Notary Public

My Commission Expires:

11/17/11



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 24, Phase 2, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

James Walker

(Printed Name)

James Walker

(Signature)

Suzanne Walker

(Printed Name)

Suzanne Walker

(Signature)

9/3/07

Date

Book 2007 Page 42573  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )

)ss

County of Benton )

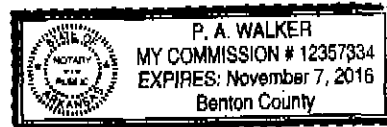
On this the 13 day of Sept., 2007, before me, the undersigned Notary Public, personally appeared James and Suzanne known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

11/7/16.





3874 Laurel Ridge  
II

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 25, Phase II, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

STEVEN J. WAGUESPACK  
(Printed Name)

[Signature]  
(Signature)

LISA L. WAGUESPACK  
(Printed Name)

[Signature]  
(Signature)

Book 3007 Page 42574  
Recorded in the Above  
OLEO Book & Page  
10/17/2007

4/18/06  
Date

**ACKNOWLEDGMENT**

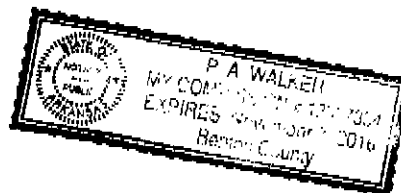
State of Arkansas )  
)ss  
County of Benton )

On this the 11 day of November, 2006, before me, the undersigned Notary Public, personally appeared STEVEN and LISA, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
4/7/16



3930 Laurel Ridge

II

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 26, Phase 2E, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Stephen L Harp  
(Printed Name)

Steph L Harp  
(Signature)

Beverly Harp  
(Printed Name)

Beverly Harp  
(Signature)

6/7/07  
Date

Book 2007 Page 42575  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

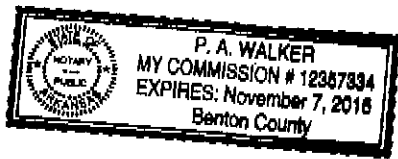
State of Arkansas )  
)ss  
County of Benton )

On this the 7<sup>th</sup> day of June, 2007, before me, the undersigned Notary Public, personally appeared Steve and Beverly, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 2, Phase III, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Stephen Dollins  
(Printed Name)

[Signature]  
(Signature)

Cara L. Dollins  
(Printed Name)

[Signature]  
(Signature)

11/21/06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42574  
Recorded in the Above  
DEED Book & Page  
10/17/2007

State of Arkansas )  
) ss  
County of Benton )

On this the 21 day of November, 2006, before me, the undersigned Notary Public, personally appeared Stephen and Cara, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



3410 Tarplewood  
III

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 3, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Kendra Magruder  
(Printed Name)

Kendra Magruder  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

8-4-07  
Date

Book 2007 Page 42577  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

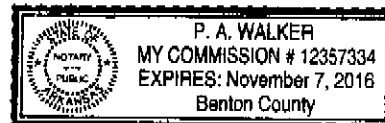
State of Arkansas )  
  )ss  
County of Benton )

On this the 6 day of August, 2007, before me, the undersigned Notary Public, personally appeared Kendra and \_\_\_\_\_, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

P. A. Walker  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
11/7/16



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 4, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Christopher Rodenick

(Printed Name)

Christopher Rodenick

(Signature)

John McCreone

(Printed Name)

[Signature]

(Signature)

February 14, 2007

Date

Book 2007 Page 42578  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )

)ss

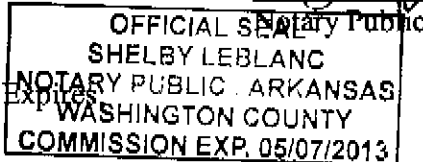
County of Benton )

On this the 14 day of February, 2006, before me, the undersigned Notary Public, personally appeared Christopher Rodenick and John McCreone known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Shelby LeBlanc

My Commission Expires



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 6, Phase III, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

David K. Dobbs  
(Printed Name)

[Handwritten Signature]  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

10-29-06  
Date

Book 2007 Page 42579  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

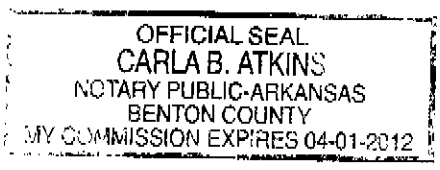
State of Arkansas )  
  )ss  
County of Benton )

On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared David Dobbs and \_\_\_\_\_, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012



3224 Sugely III

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 7, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Clinton T Bingham  
(Printed Name)

[Signature]  
(Signature)

Jennifer Bingham  
(Printed Name)

[Signature]  
(Signature)

8/6/07  
Date

Book 2007 Page 425330  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

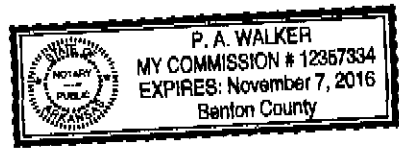
State of Arkansas )  
                                  )ss  
County of Benton )

On this the 6 day of August, 2007, before me, the undersigned Notary Public, personally appeared Clinton and Jennifer, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



3186 SAGELY  
III

(Signature page for married owners or two or more unmarried owners)

3186 SAGELY

The undersigned, as the Owners of Lot 8, Phase III, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Patrick J. Hamilton  
(Printed Name)

[Signature]  
(Signature)

Laurie Hamilton  
(Printed Name)

[Signature]  
(Signature)

29 OCT 06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42581  
Recorded in the Above  
DEED Book & Page  
10/17/2007

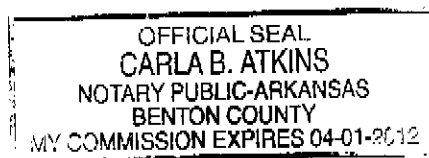
State of Arkansas            )  
  )ss  
County of Benton            )

On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared Patrick J. Hamilton and Laurie Hamilton (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012





(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 9, Phase III, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

STEVEN J. NOHL  
(Printed Name)

*Steven J. Nohl*  
(Signature)

MARY E. NOHL  
(Printed Name)

*Mary E. Nohl*  
(Signature)

10-27-06  
Date

Book 2007 Page 42582  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas            )  
  )ss  
County of Benton            )

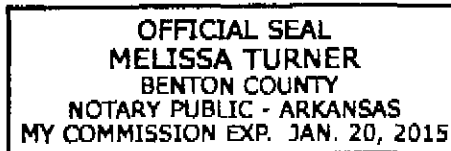
On this the 27 day of October, 2006, before me, the undersigned Notary Public, personally appeared Steven Nohl and Mary E. Nohl, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

*Melissa Turner*  
Notary Public

My Commission Expires:

Jan 20 2015



III  
3052 Sageley

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 11, Phase III, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

John Kyden Reeh  
(Printed Name)

John Kyden Reeh  
(Signature)

Melanie Reeh  
(Printed Name)

Melanie Reeh  
(Signature)

3/8/07  
Date

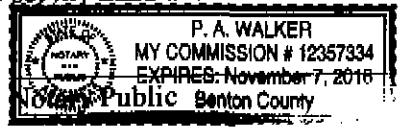
**ACKNOWLEDGMENT**

Book 2007 Page 42583  
Recorded in the Above  
DEED Book & Page  
10/17/2007

State of Arkansas )  
) ss  
County of Benton )

On this the 8 day of March, 2006, before me, the undersigned Notary Public, personally appeared John and Melanie, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



P. A. Walker

My Commission Expires:  
11/7/16

3020 SAGELY CN.

III

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 12, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

RICK R Hawes  
(Printed Name)



(Signature)

Karen L. Hawes  
(Printed Name)

Karen L. Hawes  
(Signature)

10-22-06  
Date

**ACKNOWLEDGMENT**

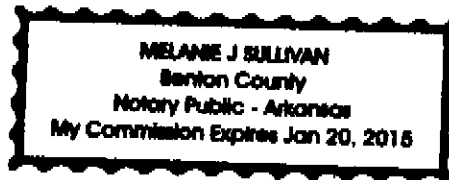
Book 2007 Page 42584  
Recorded in the Above  
DEED Book & Page  
10/17/2007

State of Arkansas )  
)ss  
County of Benton )

On this the 22 day of October, 2006, before me, the undersigned Notary Public, personally appeared before me and personally known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Melanie J Sullivan  
Notary Public



My Commission Expires:

1-20-2015

3007 Sagely

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 14, Phase III, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Murray F. Mansch  
(Printed Name)

M F Mansch  
(Signature)

Emily Mansch  
(Printed Name)

Em Mansch  
(Signature)

5/10/07  
Date

Book 2007 Page 42585  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas            )  
  )ss  
County of Benton            )

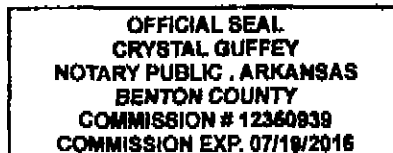
On this the 10<sup>th</sup> day of May, 2007, before me, the undersigned Notary Public, personally appeared Murray F. Mansch and Emily Mansch known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Crystal Guffey  
Notary Public

My Commission Expires:

July 19, 2016



(Signature page for married owners or two or more unmarried owners) 3067 SAGELY LANE

The undersigned, as the Owners of Lot 16, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

DAVID A. HANSON  
(Printed Name)

[Signature]  
(Signature)

LISA C. HANSON  
(Printed Name)

[Signature]  
(Signature)

10-29-06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42586  
Recorded in the Above  
DEED Book & Page  
10/17/2007

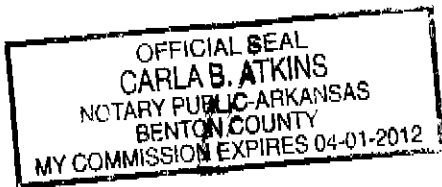
State of Arkansas )  
)ss  
County of Benton )

On this the 29<sup>th</sup> day of Oct., 2006, before me, the undersigned Notary Public, personally appeared DAVID A. HANSON and LISA C. HANSON known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012



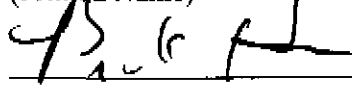
III

3155 Sagely Ln.

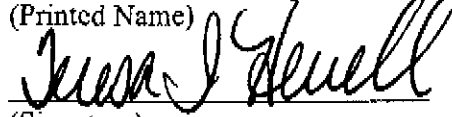
(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 18, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Bryan K. Herrell  
(Printed Name)

  
(Signature)

Teresa J. Herrell  
(Printed Name)

  
(Signature)

10/29/06  
Date


ACKNOWLEDGMENT

Book 2007 Page 42587  
Recorded in the Above  
DEED Book & Page  
10/17/2007

State of Arkansas )  
)ss  
County of Benton )

On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared Bryan K. Herrell and Teresa J. Herrell known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires:

4/1/2012

OFFICIAL SEAL  
CARLA B. ATKINS  
NOTARY PUBLIC-ARKANSAS  
BENTON COUNTY  
MY COMMISSION EXPIRES 4-1-2012

3191 Sagely Ln.  
III

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 19, Phase III, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Mitchell D McDaniel  
(Printed Name)

Mitchell D McDaniel  
(Signature)

Kerri Scott McDaniel  
(Printed Name)

Kerri Scott McDaniel  
(Signature)

10/29/06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42533  
Recorded in the Above  
DEED Book & Page  
10/17/2007

State of Arkansas )  
  )ss  
County of Benton )

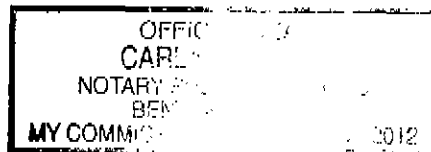
On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared Mitchell D. McDaniel and Kerri Scott McDaniel, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:

4/1/2012



(Signature page for married owners or two or more unmarried owners)

3225 Sojely Lane

The undersigned, as the Owners of Lot 20, Phase III, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Kent Mason  
(Printed Name)

Kent Mason  
(Signature)

Kerri K. Mason  
(Printed Name)

Kerri K. Mason  
(Signature)

11/20/06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42589  
Recorded in the Above  
DEED Book & Page  
10/17/2007

State of Arkansas )  
)ss  
County of Benton )

On this the 11<sup>th</sup> day of November, 2006, before me, the undersigned Notary Public, personally appeared Kent and Kerri, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/14





(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 22, Phase III in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Richard Bindi  
(Printed Name)

[Signature]  
(Signature)

Heidi Bindi  
(Printed Name)

[Signature]  
(Signature)

10/29/06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42590  
Recorded in the Above  
DEED Book & Page  
10/17/2007

State of Arkansas )  
  )ss  
County of Benton )

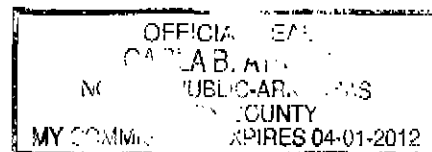
On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared Richard Bindi and Heidi Bindi known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkinis  
Notary Public

My Commission Expires:

4/1/2012



III

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 23, Phase III, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

JEFFREY BLADDICK  
(Printed Name)

Jeffrey Bladdick  
(Signature)

Shelly Bladdick  
(Printed Name)

Shelly Bladdick  
(Signature)

10/30/06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42591  
Recorded in the Above  
BFFB Book 2 Page  
10/17/2007

State of Arkansas )  
)ss  
County of Benton )

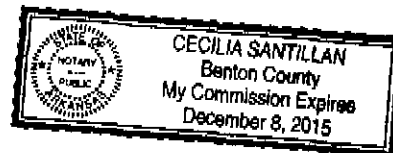
On this the 30<sup>th</sup> day of October, 2006, before me, the undersigned Notary Public, personally appeared Jeffrey Bladdick and Shelly J Bladdick, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Cecilia Santillan  
Notary Public

My Commission Expires:

Dec 8, 2015



3092 Tanglewood Dr.

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 25, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

TIM LAYMAN  
(Printed Name)

[Signature]  
(Signature)

KELLY LAYMAN  
(Printed Name)

[Signature]  
(Signature)

10-29-06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42592  
Recorded in the Above  
DEED Book & Page  
10/17/2007

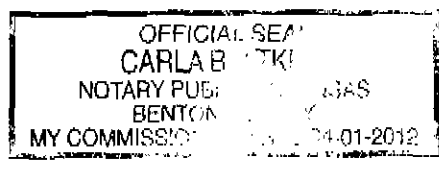
State of Arkansas )  
  )ss  
County of Benton )

On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared Tim Layman and Kelly Layman, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 26, Phase III, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

CHARLES MARINO

(Printed Name)

*Charles Marino*

(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

10-29-06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42593  
Recorded in the Above  
DEED Book & Page  
10/17/2007

State of Arkansas )  
)ss  
County of Benton )

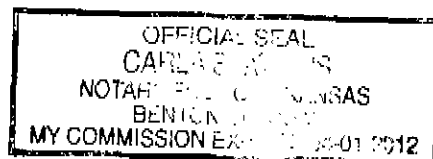
On this the 29<sup>th</sup> day of Oct., 2006, before me, the undersigned Notary Public, personally appeared Charles Marino and \_\_\_\_\_, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

*Carla B. Atkins*  
Notary Public

My Commission Expires:

4/1/2012



III

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 27, Phase 2, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

David R. Will  
(Printed Name)

[Signature]  
(Signature)

Lisa K. Will  
(Printed Name)

[Signature]  
(Signature)

10/27/06  
Date

Book 2007 Page 42594  
Recorded in the Above  
NEED Book & Page  
10/17/2007

ACKNOWLEDGMENT

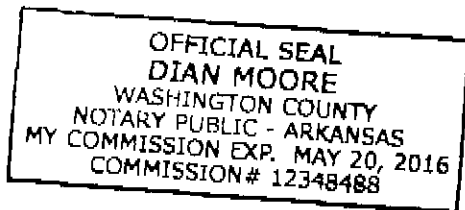
State of Arkansas )  
County of Benton )ss

On this the 27 day of Oct, 2006, before me, the undersigned Notary Public, personally appeared David R. Will and Lisa K. Will, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/shc had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
5-20-16



(Signature page for Trustees of Trust)

The undersigned, in his/her/their capacity as Trustee(s) of the David R. Will and Lisa K. Will joint revocable trust (name of trust), as the Owners of Lot 27, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

David R. Will  
(Printed Name)

[Handwritten Signature]  
(Signature)

Lisa K. Will  
(Printed Name)

[Handwritten Signature]  
(Signature)

10/27/06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 4259B  
Recorded in the Above  
DEED Book & Page  
10/17/2007

STATE OF ARKANSAS )  
) ss  
COUNTY OF WASHINGTON )

On this the 27 day of Oct, 2006, before me, the undersigned officer, personally appeared David R. Will and Lisa K. Will, who acknowledged themselves to be the trustee(s) of the David R. Will and Lisa K. Will trt, and that he/she/they, as such trustee(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Handwritten Signature]  
Notary Public

My Commission Expires:  
5-20-16



3053 Tanglewood  
III

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 28, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Scott Salmon  
(Printed Name)

[Handwritten Signature]  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

6-9-07  
Date

Book 2007 Page 42596  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
) ss  
County of Benton )

On this the 9 day of June, 2006, before me, the undersigned Notary Public, personally appeared Scott and \_\_\_\_\_, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Handwritten Signature]  
Notary Public

My Commission Expires:

11/7/16



3129 Tanglewood Dr.

III

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 30, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Dewain W. Hodge, Jr.  
(Printed Name)

Dewain W. Hodge, Jr.  
(Signature)

Shannon Hodge  
(Printed Name)

Shannon Hodge  
(Signature)

29 Oct 06

Date

Book 2007 Page 42597  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
  )ss  
County of Benton )

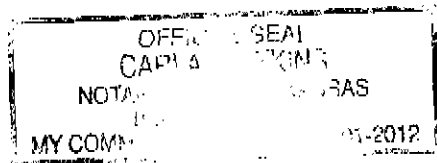
On this the 29<sup>th</sup> day of Oct., 2006, before me, the undersigned Notary Public, personally appeared Dewain W. Hodge, Jr. and Shannon Hodge (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:

4/1/2012





(Signature page for single person owner)

The undersigned, a single person, as the Owner of Lot 31, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, does hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

JAY A. PUGLEASA  
(Printed Name)  
Jay A. Pugleasa  
(Signature)

3/14/07  
Date

**ACKNOWLEDGMENT**

State of Arkansas             )  
  )ss  
County of Benton            )

Book 2007 Page 42598  
Recorded in the Above  
DEED Book & Page  
10/17/2007

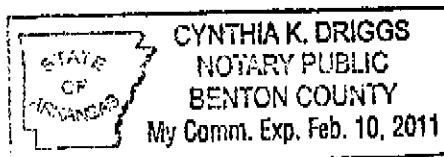
On this the 14 day of March, 2007, before me, the undersigned Notary Public, personally appeared Jay Pugleasa, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Cynthia K. Driggs  
Notary Public

My Commission Expires:

Feb 10, 2011



III

(Signature page for single person owner)

The undersigned, a single person, as the Owner of Lot 32, Phase III in the Thornbury Subdivision to the City of Springdale, Arkansas, docs hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Peter Redwood 3185 Tanglewood Dr.  
(Printed Name)  
Peter Redwood  
(Signature)

10-29-06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42599  
Recorded in the Above  
DEED Book & Page  
10/17/2007

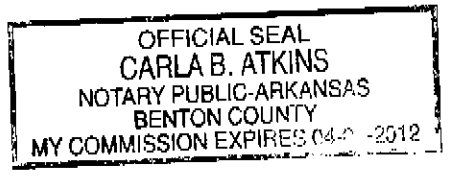
State of Arkansas )  
                                  )ss  
County of Benton )

On this the 29<sup>th</sup> day of Oct, 2006, before me, the undersigned Notary Public, personally appeared Peter Redwood, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012



3233 7th & Glenwood  
III

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 34, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

BRAD KING  
(Printed Name)

[Signature]  
(Signature)

Sheryl King  
(Printed Name)

[Signature]  
(Signature)

6/7/07  
Date

BOOK 2007 Page 42600  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
County of Benton ) ss

On this the 7<sup>th</sup> day of June, 2007, before me, the undersigned Notary Public, personally appeared Brad and Sheryl, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



3267 TARKLEWOOD  
UJ

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 35, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

R Scott Wedding  
(Printed Name)

R Scott Wedding  
(Signature)

Kathryn R Wedding  
(Printed Name)

Kathryn R Wedding  
(Signature)

JUNE 7<sup>th</sup> 2007  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42601  
Recorded in the Above  
DEED Book & Page  
10/17/2007

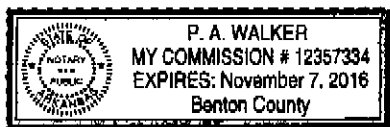
State of Arkansas )  
                                  )ss  
County of Benton )

On this the 7<sup>th</sup> day of June, 2007, before me, the undersigned Notary Public, personally appeared Scott and Kathy, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



3475 TANKWOOD

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 37, Phase 3, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

THOMAS L SANDERS  
(Printed Name)

Thomas L Sanders  
(Signature)

DAWN SANDERS  
(Printed Name)

Dawn Sanders  
(Signature)

8/6/07  
Date

**ACKNOWLEDGMENT**

State of Arkansas )  
)ss  
County of Benton )

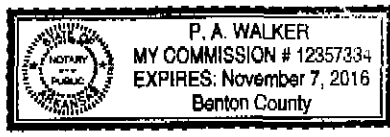
Book 2007 Page 42602  
Recorded in the Above  
DEED Book & Page  
10/17/2007

On this the 6 day of August, 2007, before me, the undersigned Notary Public, personally appeared Tom and Dawn, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 52, Phase IV, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

JAMES R. GRACYALNY  
(Printed Name)

James R. Gracyalny  
(Signature)

Roxann N. Gracyalny  
(Printed Name)

Roxann N. Gracyalny  
(Signature)

11/13/06  
Date

Book 2007 Page 42603  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

State of Arkansas )  
)ss  
County of Benton )

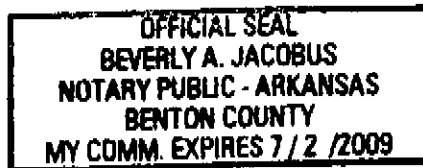
On this the 13 day of Nov, 2006, before me, the undersigned Notary Public, personally appeared James R. and Roxann N. Gracyalny, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Beverly A. Jacobus  
Notary Public

My Commission Expires:

7/2/2009



IV

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 55-56-59-60, Phase 4, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Doy G. Ladd  
(Printed Name),

Doy G. Ladd  
(Signature)

Betty V. Dellisio  
(Printed Name)

Betty V. Dellisio  
(Signature)

7-20-07  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42604  
Recorded in the Above  
DEED Book & Page  
10/17/2007

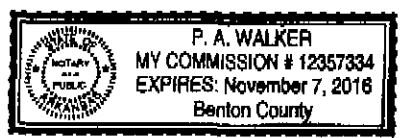
State of Arkansas )  
)ss  
County of Benton )

On this the 6<sup>th</sup> day of Sept, 2006, before me, the undersigned Notary Public, personally appeared Doy and Betty, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
11/7/16



lot 36 on Tanglewood

1781 Cannon Bury

Phase 3

(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot 57, Phase IV, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Steve Fisher  
(Printed Name)

[Signature]  
(Signature)

TERESA FISHER  
(Printed Name)

[Signature]  
(Signature)

10.26.06  
Date

**ACKNOWLEDGMENT**

Book 2007 Page 42605  
Recorded in the Above  
DEED Book & Page  
10/17/2007

State of Arkansas )  
)ss  
County of ~~Benton~~ Washington )

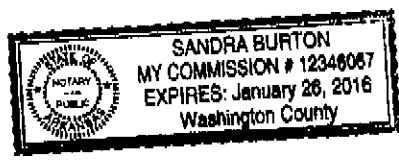
On this the 26 day of October, 2006, before me, the undersigned Notary Public, personally appeared Steve Fisher and Teresa Fisher, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

Jan 26, 2016





(Signature page for married owners or two or more unmarried owners)

The undersigned, as the Owners of Lot <sup>SP</sup>58, Phase IV, in the Thornbury Subdivision to the City of Springdale, Arkansas, do hereby ratify and approve the Amended and Restated Declaration of Covenants of Assurance of the Thornbury Subdivision to the City of Springdale, Arkansas.

Ches Jones  
(Printed Name)

[Signature]  
(Signature)

Holly Jones  
(Printed Name)

[Signature]  
(Signature)

10/27/06  
Date

Book 2007 Page 42606  
Recorded in the Above  
DEED Book & Page  
10/17/2007

**ACKNOWLEDGMENT**

Benton County, AR  
I certify this instrument was filed on  
10/17/2007 8:55:58AM  
and recorded in DEED Book  
2007 at pages 0042501 - 0042606  
Brenda DeShields-Circuit Clerk

State of Arkansas )  
)ss  
County of Benton )

On this the 29<sup>th</sup> day of Oct., 2006, before me, the undersigned Notary Public, personally appeared Chester Jones and Holly Jones, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that he/she had executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Carla B. Atkins  
Notary Public

My Commission Expires:  
4/1/2012

