

**SECOND AMENDED AND SUBSTITUTED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR SIENNA AT COOPER'S FARM
PHASE 1A (LOTS 1-106) AND PHASE 1B (LOTS 107-321) TO THE CITY OF
CENTERTON, BENTON COUNTY, ARKANSAS**

KNOW ALL MEN BY THE PRESENTS:

WITNESSETH:

WHEREAS, Sienna Estates, LLC (herein referred to as Developer) and Rausch Coleman NWA, LLC are now the Owners of more than seventy-five percent (75%) of the Lots of the Sienna at Cooper's Farm Phase 1A (Lots 1-106) as reflected upon a plat of said subdivision filed in Plat Book 2004 at Page 71 filed on January 21, 2004 of the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and Sienna at Cooper's Farm Phase 1B (Lots 107-321) as reflected upon a plat of said subdivision filed in Plat Book 2004 at Page 163 filed on February 10, 2004 of the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas and which plats are, by reference, made a part of this Declaration, and this Declaration is likewise made a part by reference of said plats; and

WHEREAS, a Declaration of Covenants and Restrictions for Sienna Estates Phase I dated October 17, 2003 was filed in Book 2003 at Page 30621 at 11:37 a.m. with the Circuit Clerk of Benton County, Arkansas and is hereby amended pursuant to this Second Amended And Substituted Declaration Of Covenants, Conditions, And Restrictions For Sienna At Cooper's Farm Phase 1A (Lots 1-106) And Phase 1B (Lots 107-321) To The City Of Centerton, Benton County, Arkansas; and

WHEREAS, a Declaration Of Covenants And Restrictions For Sienna Estates Phase I-B Lots 107-323 dated January 12, 2004 was filed in Book 2004 at Page 5120 at 2:40 p.m. and an Amended and Substituted Declaration of Covenants, Conditions, and Restrictions for Sienna at Cooper's Farm, Phase 1A (lots 1-106) and Phase 1B (Lots 107-321) was filed in Book 2004 at Page 6029 on February 17, 2004 at 3:18 p.m. with the Circuit Clerk of Benton County, Arkansas and is hereby amended pursuant to this Second Amended and Substituted Declaration Of Covenants, Conditions, And Restrictions For Sienna At Cooper's Farm Phase 1A (Lots 1-106) And Phase 1B (Lots 107-321) To The City of Centerton, Benton County, Arkansas.

NOW THEREFORE, the Developer declares that the Lots in said Sienna at Cooper's Farm Phase 1A (Lots 1-106) and Phase 1B (Lots 107-321) are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth or as hereinafter changed or amended.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

2004 29803
Recorded in the Above
Deed Book & Page
06-30-2004 12:01:59 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

- 1.1 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, and which subdivision is located on the following lands, to-wit:

All Lots, in Sienna at Cooper's Farm Phase 1A (Lots 1-106) as reflected upon a plat of said subdivision filed in Plat Book 2004 at Page 71 filed on January 21, 2004 of the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and Sienna at Cooper's Farm Phase 1B (Lots 107-321) as reflected upon a plat of said subdivision filed in Plat Book 2004 at Page 163 filed on February 10, 2004 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:

SIENNA AT COOPER'S FARM PHASE 1A (LOTS 1-106) PART OF THE SE ¼ OF SECTION 33, T-20-N, R-31-W CENTERTON, BENTON COUNTY, ARKANSAS.

And

SIENNA AT COOPER'S FARM PHASE 1B (LOTS 107-321) PART OF THE SE ¼ OF SECTION 33, T-20-N, R-31-W CENTERTON, BENTON COUNTY, ARKANSAS.

ARTICLE II

DEFINITIONS

- 2.1 The following terms as used in this Declaration of Covenants of Assurance and Restrictions are defined as follows:
- a. "Declaration" means this Second Amended Declaration of Covenants, Conditions, and Restrictions for Sienna at Cooper's Farm Phase 1A (Lots 1-106) and Phase 1B (Lots 107-321) to the City of Centerton, Arkansas.
 - b. "Property" means Sienna at Cooper's Farm Phase 1A (Lots 1-106) and Phase 1B (Lots 107-321) to the City of Centerton, Arkansas, as the same may be shown on the plat referenced hereinabove and recorded in Benton County, Arkansas.
 - c. "Common Properties" shall mean all real property, personal property and any improvements thereon, such as swimming pools, clubhouses, medians, signs, entry ways and the like, owned, leased or hereafter acquired by the Association. Common Properties are for the exclusive common use and enjoyment of the Members.

- d. "Lot" means any numbered lot designated on the Sienna at Cooper's Farm Plat of the property, except as may be hereinabove excepted.
- e. "Plat" means the map of the plat of Sienna at Cooper's Farm Phase 1A (Lots 1-106) and Phase 1B (Lots 107-321) to the City of Centerton, Arkansas, as they are recorded.
- f. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot subject to these By-Laws, except that such term shall not mean Developer regardless of whether Developer has a fee simpler interest in any Lot.
- g. "Developer" shall mean and refer to Sienna Estates, LLC.
- h. "Subdivision" shall mean Sienna at Cooper's Farm Phase 1A (Lots 1-106) and Phase 1B (Lots 107-321) to the City of Centerton, Benton County, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.
- i. "Association" shall mean and refer to Sienna Estates Property Owner's Association, Inc., a corporation organized or to be organized pursuant to the laws of the State of Arkansas.
- j. "SCFARC" shall mean and refer to the Sienna at Cooper's Farm Architectural Review Committee.

ARTICLE III

RESTRICTIONS AND RESIDENTIAL LOTS

- 3.1 Restriction of Use and Type of Dwelling: The Lots in Sienna at Cooper's Farm Phase 1A (Lots 1-106) and Phase 1B (Lots 107-321) shall be used exclusively for residential purposes. No trade or business shall be carried on upon any Lot on said subdivision. Except for a clubhouse, pool and other facilities permitted on Lots 197 and 216, there shall be no dwellings erected on any Lots in this Subdivision, other than a single-family detached dwelling, having at least a two car attached garage. Each garage shall be fully enclosed and contain full length doors at the entrance way thereto. No garage shall be used by anyone other than the Owner of the Lot on which the garage is situated or his family or a bona fide guest. Each resident shall have a concrete driveway connecting the garage to the street, and each driveway shall be of adequate width to accommodate two

automobiles when parked side by side, but in any event not less than sixteen (16) feet in width.

- 3.2 Minimum Square Footage and Exterior: There shall be a minimum square footage requirement on all dwellings constructed in said subdivision. The ground floor living area of said dwellings shall be a minimum of 1,500 square feet of heated area. These minimum square footage requirements are exclusive of garages, porches, patios, and decks. If the developer decides to amend the square footage by reducing it below the stated minimum requirements, the developer must first seek the approval of the City of Centerton and the SCFARC. The exterior of all dwellings erected on any said Lot shall be of a masonry veneer construction to the extent that the said exterior wall area will be no less than 100% brick or stone or a combination thereof, on the ground floor only, excluding windows, doors, and garage doors. All fascia boards will be two (2) inch by six (6) inch construction and covered with aluminum. All foundations shall be constructed of number 1 grade concrete block or shall be constructed by using a monolithic poured concrete slab method. In addition, all buildings on single family Lots must be constructed in accordance with all applicable city codes, rules and regulations applicable to building materials. All other exterior products to be made of maintenance free material. There shall be no masonite, T111 or other similar products used as siding.
- 3.3 Interior requirements: The SCFARC shall receive an interior supply list from each Builder prior to completing the inside of the home. All homes, with the exception of Phase 1B lots 126-183, 206-207, 227-230, 241-248, 252-266, and 267-279, are to have hard surface countertops (i.e. granite, marble, Corian) and in addition each master bath must have a minimum five (5) foot Jacuzzi and separate shower.
- 3.4 Roofs: Each dwelling erected on any said Lot shall have a minimum roof pitch of 8/12. All roof overhangs will be a minimum of six (6) inches.
- 3.5 Fences: No fence shall be constructed on any said Lot in the area between the front building line of any dwelling and the front lot line of any said Lot. No fence on a corner Lot shall be constructed beyond the side setback line toward the street except for the community entry. Any privacy fence shall be constructed so that the framing shall be toward the inside of the Owner's Lot. Chain link fences, wire, hog wire, or similar materials are prohibited. All parts of fences which face the street shall be constructed of wood shadow boxes, wrought iron or masonry or a combination thereof; provided, however, any fences along the side yard of a Lot or the back of a Lot may be constructed of wood. All fencing and fencing materials must meet Sienna at Cooper's Farm Architectural Review Committee (SCFARC) approval. Fencing on perimeter Lots shall not exceed six (6) feet in height. All walls located in the Subdivision shall remain intact and undisturbed and no person or entity shall be allowed to maintain any ingress or egress through said walls or walls.

- 3.6 Parking: No inoperative vehicles of any nature shall be permitted to remain on any said Lot or Lots for a period in excess of one day. It is the intention of the Developer that, except on special occasions such as a party at an Owner's residence, that all parking shall be in driveways and not on the street. Accordingly, no vehicle shall be parked on the street for more than two (2) consecutive days and shall not be parked overnight on the street. Automobiles, trucks, or obsolete vehicles or machines no longer in service shall not be repaired, overhauled, or otherwise worked on in the streets, driveways, or yards. No vehicle maintenance shall be performed on the streets or in the front yards or on parking pads of any Lot. No commercial vehicle, semi trailer trucks, delivery vans, or commercial utility vehicles can be parked on the street at any time, except for the purpose of making a delivery or temporary repairs or maintenance for a Lot or dwelling in the Subdivision. All private drives and driveways on said Lot or lots connecting said Lot or Lots with the public street shall be concrete at least 16 feet in width and no vehicles (including boats and trailers) shall be parked except upon an area paved in concrete for such purposes.
- 3.7 Recreational Vehicles and Boats: Recreational and camping vehicles, trailers, and boats may be stored and parked on the Lots; however, these vehicles, trailers and boats shall be located behind the dwelling or the side lot of the dwelling but only if screened by a privacy fence which is at least 6 feet in height so that such vehicles, trailers, or boats will not be readily visible from any street or adjoining Lot. Provided, however, in the case of corner Lots, such vehicles, trailers and boats shall not be parked on the side yard next to the street adjacent to the side yard of the corner Lot, but shall be parked to the side of the Lot which is opposite to the street. Any such fences must be constructed in accordance with these Covenants.
- 3.8 Animals: No animals or livestock of any kind shall be raised, kept, or bred on any Lot in said Subdivision except that dogs, cats or other household pets may be kept; provided they are not kept, bred or maintained for any commercial purposes and provided that he same are not a nuisance to the neighborhood. No poultry of any kind shall be kept on any Lot in said Subdivision. All pets shall be maintained in accordance with the ordinances of the City of Centerton.
- 3.9 Play Equipment: No playground, swing sets, trampolines, swimming pools, picnic tables, or similar equipment is allowed in the front yards of any Lot.
- 3.10 Trash: No scrap material, rubbish, or debris shall be permitted to accumulate upon the premises. Trash receptacles are to remain behind the front building line of any house except for the twelve hours before and after the scheduled trash pick up. All homeowners in the Subdivision shall be required to have mandatory trash pickup as provided by the City of Centerton, Arkansas, or private enterprises providing such services.

- 3.11 Mailboxes: Mailboxes are to be a pre-formed cast iron (or similar material) box/stand combination unit. Specifications for mailboxes are to be supplied by the SCFARC or Developer. Mailboxes must be located at or adjacent to the side Lot lines.
- 3.12 Signs: No signs of any kind shall be displayed to the public view on any Lot except for one professional sign of not more than nine square feet advertising the property for sale or rent, or signs and flags used by the builder to advertise the properties in said subdivision during the construction and sales period. All signs must comply with applicable city ordinances.
- 3.13 Nuisances, Trade or Business: There shall be no trade or business conducted in, upon or from any single family Lot or from any building thereon, except that an Owner or occupant may conduct business activities within the residence so long as the following conditions are met: (a) The existence or the operation of the business activity is not apparent or detectible by sight, sound or smell from the outside of the residence; (b) the business activity conforms to all zoning requirements for the property; (c) the business activity does not involve regular visitation of the residence by clients, customers, suppliers or other business invitees or door to door solicitation of residence of the Subdivision; and (d) the business activity is considered with the residential character of the Subdivision and does not constitute a nuisance, hazard, offensive use, or threaten the security or safety of other residence of the Subdivision. No noxious or offensive activities or nuisances shall be permitted on any Lot.
- 3.14 Yard Maintenance: All Lots in the Subdivision shall be maintained in a neat and orderly manner so as not to detract from the surrounding neighborhood. All grass and weeds on any vacant Lot shall not exceed 6 inches in height. All front, side and rear yards are to be sodded. Outside clotheslines or other outside facilities for airing clothes shall not be erected, placed, or maintained except within a fenced backyard or otherwise concealed and not visible from the public thoroughfares.
- 3.15 Antennas and Satellite Dishes: No communication mast, tower, or structure may be installed unless it is constructed behind the dwelling in the rear yard on any Lot, with the uppermost point of any such equipment to no be more than two feet above the highest point of the roof of the dwelling. Any satellite dishes shall be placed behind the dwelling in the rear yard inside and within the building setback lines of the side and rear yard. Any satellite dishes in excess of 18 inches in diameter are prohibited in the Subdivision.
- 3.16 Temporary Structures and Outbuildings: No structure of a temporary character, trailer, mobile home, tent, shack, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No outbuilding shall be constructed or placed on said Lot or Lots in the Subdivision unless it is constructed in such a way as to not detract from the general appearance of the neighborhood. The outbuilding shall be constructed with the same color, exterior

materials, roofing, and trim as the main structure. No sheet metal, iron, or tin shall be used for siding or roof or any part thereof. Any such building must be constructed behind the rear building line of the house and inside the side building set back lines of the rear yard. All outbuilding erected or placed on any Lot shall be maintained in good repair and in a neat and attractive condition. All plans for outbuildings must be approved in writing by the SCFARC or the Developer, and the SCFARC shall have the right to limit the number of outbuildings per Lot, including the right to allow no more than one outbuilding per particular Lot.

- 3.17 No Lot Split: No Lot shall be split, divided, or replatted without the express written approval of Developer and the SCFARC.
- 3.18 Machinery and Equipment: No machinery or equipment or large trucks of any kind shall be placed, operated, or maintained upon or adjacent to any single family Lot except such machinery equipment as is usual and customary in connection with the maintenance or construction of a private residence or appurtenant structures; provided, however, such machinery or equipment may be so placed, operated or maintained by any governmental or quasi-governmental agency or a public utility. However, machinery and equipment for a home workshop may be placed, operated, and maintained inside a private residence, including an enclosed garage provided such activity is not visible from the public thoroughfare.
- 3.19 Approval of Plans: All plans for improvements to be constructed on Lots in the Subdivision shall be first submitted for review and approval by the SCFARC. Until such time as the SCFARC is formed in accordance with the By-laws of the Association, the Developer shall act as and constitute the SCFARC. Approval from the SCFARC must be obtained in writing before construction of any improvement on any Lot in the Subdivision begins. Any material variances to the improvements initially approved by the SCFARC must be resubmitted to the SCFARC for approval in writing. In addition, the plans must show the following.
- a. UTILITIES: all utilities, including telephone wiring, irrigation, and the like shall be placed below grade except that transformers or any other equipment, which is impractical to place below the grade, may be placed above the ground.
 - b. AIR CONDITIONING APPARATUS: no air conditioning apparatus shall be installed on the ground in front of the residence unless approved by the SCFARC. No air conditioning apparatus or evaporation cooler shall be installed on any front wall of the residence.
 - c. WATER AND SEWER: no individual water supply system or sewage disposal system shall be maintained on any single family Lot and dwellings must attach to such facilities provided by the water and sanitation district serving the area.

- d. MINERAL EXPLORATION DEVELOPMENT: no operation for mining or exploration for or removal of any water, or other hydrocarbons, materials of any kind, gravel, or any other earth substance of any kind shall be conducted on any single family Lot.

3.20 Homeowner's Association: The Sienna Estates Property Owner's Association, Inc. (hereinafter "Association") has been formed and incorporated by the Developer. Subject to the By-laws of the Association, all Lot Owners must be members of the Association and shall automatically become members of the Association upon conveyance of a Lot to such Owner. Each Owner shall be assessed an annual membership fee, due and payable to the Association on the first day of January each year or paid monthly by automatic bank draft, with the first such assessment being prorated and paid at closing according to time of conveyance of a Lot. Dues for the first year shall be \$240.00 a year per Lot or \$20.00 a month. The membership fee will become due and payable upon the completion of the clubhouse and pool. Each Owner at that time will have dues prorated out for the remainder of the fiscal year and will be due and payable as set forth herein. The annual assessments shall be for the purposes as set forth in the By-laws of the Association and the amount and time of payment may be changed from time to time by the Association in accordance with Association By-laws. However, the amount and basis of the fees and assessments shall not be reduced below the minimum level required for the Association to meet its obligations. The Association shall be entitled to enforce any and all restrictions and covenants contained herein and shall meet to set costs and yearly assessments.

The By-laws of the Association may provide that if the assessments are not paid on the date when due, then such assessment shall become delinquent, together with such penalties, interest and late charges that shall accrue, and shall become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives and assigns.

All Association memberships will pass with Lot ownership in the Subdivision. All Lots will carry one (1) vote in Association matters, except that the Developer shall have four (4) votes per Lot on all matters until the Developer has conveyed 99% of Lots to Owners, at which time the Developer shall have one (1) vote per Lot that it still owns and has not conveyed.

The By-laws of the Association may set other rules and regulations for the Subdivision and all Owners shall adhere to all By-laws, rules and regulations set by the Association. The Association shall be responsible for maintaining Common Properties, including but not limited to sprinkler systems, landscaping, signs, walls, utility bills, insurance, and any other cost and expense associated with the Common Properties.

- 3.21 Covenants to Run with Land: These covenants and restrictions shall be binding on all parties, their heirs and assigns, for a period of 25 years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years each; provided, however, that these covenants and restrictions may be amended at any time by an instrument signed by not less than 75% of the Owners of Lots in the Subdivision. Such amendments shall be made in writing in recordable form and shall be recorded with the Registrar of Deeds in Benton County, Arkansas.

Notwithstanding anything above to the contrary, after the expiration of the initial 25 year period as set forth above, or any successive 10 year period, at any time within six (6) months after the expiration of such period, a majority of the Lots, through their record Owners, may express their intention, in writing, so drafted and executed as to be recorded with the Registrar of Deeds in Benton County, Arkansas, that they no longer care for the covenants, and the same shall then be terminated. Otherwise, if no action is taken within such prescribed time, this Declaration shall continue for such additional ten (10) year periods.

- 3.22 Violation of Covenants: 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 said Lot or Lots in said Subdivision or for the Association, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, to prevent him or them from so doing or to recover damages or other remedies for such violation.

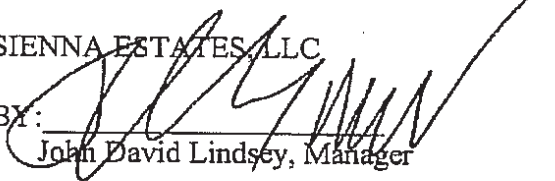
ARTICLE IV

MISCELLANEOUS

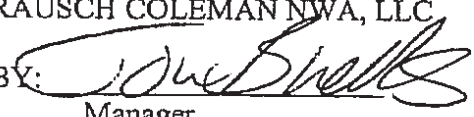
- 4.1 Severability: Invalidity of any one or more of these provisions by judgment or court order shall in no way affect any of the other provisions herein contained.
- 4.2 Waiver: Failure of any of the parties, their heirs, successors or assigns, to exercise any of the options contained herein upon breach by any other party subject to this Declaration, shall not constitute a waiver of that party's right to enforce such options upon future breach.
- 4.3 Governing Laws: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arkansas.

IN WITNESS WHEREOF, the undersigned have set his/her hands and seals this _____ day of _____, 2004

SIENNA ESTATES, LLC

BY: 
John David Lindsey, Manager

RAUSCH COLEMAN NWA, LLC

BY: 
Manager

ACKNOWLEDGMENT

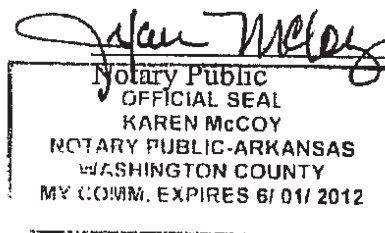
STATE OF ARKANSAS
COUNTY OF WASHINGTON

On this 15 day of June, 2004, before the undersigned, a Notary Public, duly commissioned qualified and acting within and for the County and State, appeared in person the within named John David Lindsey to me personally known, who stated that he was the Manager of Sienna Estates, LLC and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15 day of June, 2004.

My commission expires:

6-01-12



STATE OF ARKANSAS
COUNTY OF WASHINGTON

On this 28th day of JUNE, 2004, before the undersigned, a Notary Public, duly commissioned qualified and acting within and for the County and State, appeared in person the within named JOHN D. WELLS to me personally known, who stated that he was the Manager of Rausch Coleman NWA, LLC and was duly

authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this
28th day of June, 2004.

My commission expires:

5/5/2014

Michelle Ann Puryear
Notary Public

OFFICIAL SEAL
MICHELLE ANN PURYEAR
NOTARY PUBLIC, ARKANSAS
BENTON COUNTY
COMMISSION EXP. 05/05/2014

2004 29813

Recorded in the Above

Deed Book & Page

06-30-2004 12:01:59 PM

Brenda DeShields-Circuit Clerk

Benton County, AR

Book/Pg: 2004/29803

Term/Cashier: CIRCLK07 / SDUNCAN

Tran: 1927.62583.166882

Recorded: 06-30-2004 12:03:44

DFE Deed

38.00

REC Recording Fee

0.00

Total Fees: \$ 38.00

Benton County, AR

I certify this instrument was filed on

06-30-2004 12:01:59 PM

and recorded in Deed Book

2004 at pages 29803 - 29813

Brenda DeShields-Circuit Clerk

BY-LAWS OF THE SIENNA ESTATES PROPERTY OWNER'S ASSOCIATION,

INC.

(An Arkansas Corporation)

2004 6011

Recorded in the Above

Deed Book & Page

02-17-2004 03:14:25 PM

Brenda DeShields-Circuit Clerk

Benton County, AR

ARTICLE I

REGISTERED OFFICE

- 1.1 Sienna Estates Property Owner's Association, an Arkansas Corporation (the "Association"), shall have at all times within the State of Arkansas a registered office and a registered agent. The Association may have other offices within the State of Arkansas as may be determined from time to time by its Board of Directors (the "Board").

ARTICLE II

**ADOPTION OF DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS AS PART OF THE BYLAWS**

- 2.1 Adoption by reference. The Declaration of Covenants, Conditions and Restrictions for Sienna at Cooper's Farm Subdivision to the City of Centerton, Arkansas (the "Declaration") as recorded in Sienna at Cooper's Farm Phase 1A (Lots 1-106) as reflected upon a plat of said subdivision filed in Plat Book 2004 at Page 71 filed on January 21, 2004 of the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and Sienna at Cooper's Farm Phase 1B (Lots 107-321) as reflected upon a plat of said subdivision filed in Plat Book 2004 at Page 163 filed on February 10, 2004 of the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas and any amendments thereto hereafter made, if any, are hereby adopted and incorporated as part of these Bylaws by reference as though the same were set out herein word for word.

- 2.2 Declaration to Control. In the event any provision contained in these Bylaws or any rule or regulation of the Association or any other acts of the Association shall be in conflict with the Declaration, then the Declaration shall control.

ARTICLE III

DEFINITIONS

- 3.1 The following words, when used in these By-Laws shall have the following meaning:

- a. "By-Laws" shall mean and refer to this document and all declarations and by-laws contained herein.

Book/Pg: 2004/6011

Term/Cashier: CIRCLK04 / SWhite

Tran: 1472.49278.132841

Recorded: 02-17-2004 15:15:34

DFE Deed

REC Recording Fee

Total Fees \$ 53.00

53.00

0.00

- b. "Common Properties" shall mean all real property, personal property and any improvements thereon, such as swimming pools, clubhouses, medians, signs, entry ways and the like, owned, leased or hereafter acquired by the Association. Common Properties are for the exclusive common use and enjoyment of the Members.
- c. "Declaration" shall mean and refer to The Declaration of Covenants, Conditions, and Restrictions for the lots in the Sienna At Cooper's Farm Subdivision in Sienna at Cooper's Farm Phase 1A (Lots 1-106) as reflected upon a plat of said subdivision filed in Plat Book 2004 at Page 71 filed on January 21, 2004 of the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and Sienna at Cooper's Farm Phase 1B (Lots 107-321) as reflected upon a plat of said subdivision filed in Plat Book 2004 at Page 163 filed on February 10, 2004 of the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas and any amendments thereto or hereafter made.
- d. "Developer" shall mean and refer to Sienna Estates, LLC
- e. "Lot" means any numbered Lot designated on the Plat of the Subdivision, except as may be hereinbelow excepted.
- f. "Member" shall mean and refer to all those persons or entities who are members of the Association as provided herein.
- g. "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 these By-Laws, except that such term shall not mean Developer regardless of whether Developer has a fee simple interest in any Lot, but excluding those having such interest merely as security for the performance of an obligation.
- h. "Plat" means the map of the plat of the Sienna At Cooper's Farm Subdivision to the City of Centeron, Arkansas, as it is recorded.
- i. "Properties" shall mean and refer to all Lots in the Sienna At Cooper's Farm subdivision to the City of Centerton, Arkansas.
- j. "SCFARC" shall mean and refer to the Sienna At Cooper's Farm Architectural Review Committee.
- k. "Subdivision" shall mean and refer to the Sienna At Cooper's Farm Subdivision to the City of Centerton, Arkansas, as per plat on file in the

office of the Circuit Clerk, and Ex-Officio Recorder of Benton County, Arkansas.

1. "The Association" shall mean and refer to the Sienna Estates Property Owner's Association, Inc. (an Arkansas corporation).

ARTICLE IV

PROPERTY SUBJECT TO THESE BY-LAWS

- 4.1 The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these By-laws, is located and situated in Benton County, Arkansas, and which Subdivision is located on the following lands, to-wit:

SIENNA AT COOPER'S FARM PHASE 1A (LOTS 1-106) PART OF THE SE ¼ OF SECTION 33, T-20-N, R-31-W CENTERTON, BENTON COUNTY, ARKANSAS.

And

SIENNA AT COOPER'S FARM PHASE 1B (LOTS 107-321) PART OF THE SE ¼ OF SECTION 33, T-20-N, R-31-W CENTERTON, BENTON COUNTY, ARKANSAS.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION

- 5.1 Membership: Every person or entity, including the Developer, their heirs, successors and assigns, who is a record Owner of a fee, or undivided fee, interest in any Lot which is located in the 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.
- 5.2 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 persons or entities as defined in § 5.1. Except as otherwise provided herein, the record Owner (or record Owners as the case may be) of any Lot shall be entitled to one vote for each Lot in which said Owner or Owners hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons 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 except as hereinafter provided. A photocopy of the latest recorded deed for each Lot

furnished by the Owner 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 or entity, the first name appearing in the granting clause of said deed shall be the person or entity entitled 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 said corporation to be filed with the Secretary of the Association prior to any vote.

Notwithstanding the foregoing, the Developer shall have four (4) votes per Lot on all matters until the Developer has conveyed 99% of Lots in the Subdivision to other Owners, at which time the Developer shall have one (1) vote per Lot that it still owns and has not conveyed.

- 5.3 Membership meetings: The Association members shall annually hold a regular meeting, one of the purposes of which shall be to elect directors. The first regular meeting of Members may be held, subject to the terms hereof, on any date, at the option of the Board, within one year after the incorporation of the Association. Subsequent to the first meeting, there shall be a regular annual meeting of Members held each year within thirty (30) days of the anniversary of the first regular annual meeting. All such meetings of Members shall be held at such place in Centerton, Arkansas and at such time as is specified in the written notice of such meeting. Such notice shall be mailed to or otherwise delivered to all Members at least fifteen (15) days and not more than forty-five (45) days prior to the date of such meeting. Such notice shall also state the purpose of such meeting.
- 5.4 Special Meetings: Special Meetings of the Members may be called by the President or by a majority of the directors, or by fifty (50%) of the Members. Special meetings shall be called by delivering written notice to all Members not less than ten days nor more than thirty (30) days prior to the date of said meeting, stating the date, time, place, and purposes of the special meeting.
- 5.5 Waiver of Notice: Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, whether before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such Member of notice of the time, date, and place thereof unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to vote.

- 5.6 Quorum: A quorum of Members for any meetings shall be deemed present throughout such meeting if Members represented in person or by proxy and holding more than one-half of the votes entitled to be cast at such meeting are present at the beginning at such meeting.
- 5.7 Adjournment: Any meeting of the Members may be adjourned from time to time for periods not exceeding 48 hours by vote of the Members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.
- 5.8 Consents: Any action which may be taken by a vote of the Members may also be taken by written consent signed by all Members.
- 5.9 Meeting Rules: The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Members.

ARTICLE VI

DIRECTORS AND OFFICERS

- 6.1 Initial Board of Directors: The initial Board of Directors shall be composed of John David Lindsey, James E. Lindsey, Lyndy Lindsey, Travis Woods and Michael David Slone who shall serve until the annual meeting to be held in the year 2006.
- 6.2 Election of Directors: Upon the end of the term of the initial Directors or their resignation as set forth above in paragraph 6.1, the membership shall elect the Board of Directors, which, unless a special meeting is held to have the first election, shall be held at the annual meeting of the membership.
- 6.3 Number and Tenure of Directors: The number of Directors to be elected, after the initial Directors, shall be five (5) and their terms shall be as follows: The three individuals receiving the highest number of votes for Directors shall serve a two year term. The two elected Directors receiving the lowest vote total shall serve for a one year term. Thereafter, the Directors' seats that will be vacated will be voted upon at the Members' annual meeting to serve a two year term as set out hereinabove. Directors and officers shall serve with no compensation.
- 6.4 Duties: The business and property of the Association shall be managed by the Board of Directors.
- 6.5 Cumulative Voting: Members shall be entitled to cumulative voting for Directors.
- 6.6 Election of Officers: The Directors shall elect a President, Vice-President, Secretary, and Treasurer to serve one-year terms until the next election.

- 6.7 Duties of President: The President of the Associations 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.
- 6.8 Duties of the 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.
- 6.9 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.
- 6.10 Duties of Treasurer: The Treasurer of the Association 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 signatures 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.
- 6.11 Association Committees:
- a. Optional Committees: The Board of Directors may, from time to time, establish such committees as the Board of Directors deems necessary and desirable to assist in the efficient operation of the Association. Committee members shall be Members of the Association and shall be appointed by the Board of Directors and shall serve as the pleasure of the Board of Directors.
 - b. Sienna At Cooper's Farm Architectural Review Committee ("SCFARC"): The Members of Developer shall serve as the SCFARC until their resignation. Thereafter, the Board of Directors shall create the SCFARC and shall appoint at least two (2) and not more than four (4) Members of the Association to serve thereon and shall appoint one of the committee members to serve as chairman.
- 6.12 Director's Meetings: Regular meetings of the Board of Directors shall be held, at least annually 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 (2) or more Directors. A quorum shall be deemed to exist at any regular or special meeting of the Directors if two or more directors are present.

- 6.13 Meeting Rules: The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Members.
- 6.14 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.
- 6.15 Removal of Directors and Newly Created Directorships and Vacancies: Any and all of the Directors may be removed for cause by a majority 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 with or without cause shall be filled by a 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.

ARTICLE VII

ARCHITECTURAL APPROVAL

- 7.1 Plan Approval: The overall plan for the Subdivision contemplates centralization of architectural control to enhance, ensure, and protect the attractiveness, beauty, and desirability of the area as a whole while at the same time permitting compatible distinctiveness of individual dwellings. For this purpose, the SCFARC shall have the right and responsibility to review and approve plans and specifications for all new construction in the subdivision.

No building, fence, wall, residence 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, side landscaping visible from any part of the Property and grading plans, reroofing materials, patio covers and trellises, plans for off-street parking of vehicles and utility layout), be made until the plans and specifications of such improvements are submitted to and approved in writing by the SCFARC. Provided, however, in the event the SCFARC fails to approve or disapprove such design or locations 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 SCFARC 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 cost expended in this effort. The requirements of this article are in addition to any approvals or permits required by any appropriate governmental entity, which shall be submitted to the SCFARC after such permits are received.

- 7.2 No Liability: Neither Developer nor its assigns, the Association, the Board of Directors, nor the SCFARC or the Members thereof shall be liable in damages to anyone submitting plans and specifications to them for approval, or to any Owner of a Lot affected by these restrictions by reason of mistaken 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 and specifications to the SCFARC for approval agrees that no action or suit for damages will be brought against the Developer, the Association, its Board of Directors the SCFARC, or any of the Members thereof.
- 7.3 Notice of Non-Compliance or Non-Completion. Notwithstanding anything to the contrary contained herein, after expiration of one (1) year from the date of issuance of a building permit by a municipal or other governmental authority, provided that such building permit was submitted to the SCFARC and provided the improvement was constructed, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of these articles unless actual notice of such non-compliance or non-completion, executed by the SCFARC, or its designated representative, shall appear of record in the real estate records of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas or unless legal proceedings shall have been instituted to enforce compliance or completion within such one year period. This presumption of compliance is conditioned upon the building permit having been submitted to the SCFARC within thirty (30) days after its issuance.
- 7.4 Appeal: All actions taken by the SCFARC are appealable by the aggrieved Owner who shall appeal by a written appeal within fifteen (15) days after the SCFARC actions. Such action of the SCFARC may be overturned by a majority vote of the Board of Directors.

ARTICLE VIII

PLAN FOR MAINTENANCE OF COMMON PROPERTIES

- 8.1 Islands, Walls and Other Improvements: It is contemplated that certain landscaping islands, walls, signs and sign posts and landscaping and street lights in the Subdivision and other improvements may be erected on the Common Properties by the Developer. At such time as the Common Properties are conveyed or dedicated by the Developer to the Association, 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. It is also contemplated that a clubhouse, pool and related improvements will be built by the Developer and leased to the Association. All other Common Properties designated by the Association shall also be maintained at the expense of the Association.

ARTICLE IX

PROPERTY RIGHTS OF THE COMMON PROPERTIES

- 9.1 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 the 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.
- 9.2 Extent of Members' Rights of Enjoyment: The rights of 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, constructing, improving and maintaining the Common Properties and in aid thereof to mortgage said properties or execute a deed of trust or other 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 as hereinafter provided; 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 have exclusive use of any of the Common Properties as from time to time may be generated by the Board or its designate;
 - 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 situated thereon.

ARTICLE X

COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

- 10.1 Creation of Lien: Each Owner of any Lot of the Subdivision, 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 Property, and shall be a continuing lien upon the Lot against which each such assessment is made. In no event shall an annual or special assessment be applicable at any time to any Lot owned by the Developer and the Developer shall not be obligated to pay any annual or special assessment.
- 10.2 Purposes of Assessments: The assessments levied pursuant hereto by the Association shall be used for the purposes of acquisition, improvement and maintenance of the 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 modifications thereto, and for the cost of labor, equipment, materials, management and supervision thereof. In additions, assessments may also be used for expenses related to the necessary and reasonable operation of the Association, including, but not limited to, collection of assessments and related costs and enforcement of the covenants and restrictions of the Subdivision.
- 10.3 Basis and Maximum of Annual Assessments: The initial annual assessment for each Lot shall be \$240.00. An Owner's first such assessment shall be prorated and paid to the Association at closing according to time of conveyance of a Lot from the Developer to the Owner. The annual assessment may be increased, as hereinafter provided, by a majority vote of the votes entitled to be cast by the Members for the next succeeding "assessment year" (beginning January 1) 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 twenty-five percent (25%) above the prior year's annual assessment. Said annual assessment shall either be paid in advance on the 1st day of January each year or paid monthly by automatic bank draft. The Board of Directors may, after consideration of current maintenance costs, Lease payments and future needs of the Association, fix the actual assessment for any year at a lesser amount. However, the amount and basis of the assessments shall not be reduced below the minimum level required for the Association to meet its obligations.
- 10.4 Special Assessments for Capital Improvements: In addition to the annual assessments authorized by § 10.3 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 or 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 entitled to be cast by 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 fifteen (15) days in advance and shall set forth the purpose of the meeting.

- 10.5 Change in Basis of Maximum of Annual Assessments: Subject to the limitations of §10.3 hereof, and for the purposes therein specified, the Association may change the maximum and basis of the assessments fixed by § 10.3 hereof prospectively for any such period, provided that any such change shall have the assent of 2/3 of the votes entitled to be cast by 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 fifteen (15) days in advance and shall set forth the purpose of the meeting. However, the amount and basis of the assessments shall not be reduced below the minimum level required for the Association to meet its obligations.
- 10.6 Quorum for any Action Authorized Under Sections 10.4 and 10.5: As to any meeting on any action authorized by Sections 10.4 and 10.5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast fifty percent (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 10.4 and 10.5.
- 10.7 Late Payment of Assessments: As hereinabove provided, each annual assessment shall be due and payable on the 1st day of January of each year. In the event of default as to any payment (annual or special), and if the default is not remedied within ninety (90) days, the Association shall have the option of taking such action as permitted by law or equity and by these By-laws and the Declaration. An additional late charge of ten percent (10%) shall be assessed on any payment which is more than ninety (90) days delinquent. Costs of collection of the assessment, including attorney's fees therefore, shall also be assessed.
- The due date of any special assessment under §10.4 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, and if no due date is affixed, then it shall be due within thirty (30) days after the approval of such special assessment.
- 10.8 Duties of the Board of Directors: In addition to the other duties of the Board of Directors, the Board of Directors shall fix the date of any special assessment

against each Lot for any special assessment period at least thirty (30) days in advance of such special assessment, written notice of the special assessment shall thereupon be sent to every Member subject thereto at the last known mailing address of such Member.

The Secretary of the Association, upon demand at any reasonable time, shall furnish to any Member 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.

- 10.9 Effect of Non-payment of Assessment and the Lien Remedies of the Association: If any assessment (annual or special) is not paid on the date when due (being the date specified in §10.7 hereof), then such assessment shall become delinquent as provided in §10.7 hereof and shall, together with such interest, late charges thereon and costs of collection thereof as herein provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, its successors, heirs, devisees, personal representatives and assigns. If the assessment is not paid as provided, it shall bear interest from date of delinquency at the maximum rate of interest allowed by law, not to exceed ten percent (10%) per annum, and the Association may foreclose the lien against said Lot, 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 by the Association.
- 10.10 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 Lots 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 Lot pursuant to a Decree of Foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.
- 10.11 Suspension of Rights of Membership: Prior to the foreclosure of any lien upon any Lot subject to these By-laws and the 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 thirty (30) days, with such suspension to continue for so long as any such delinquency exists. Further, the Board of Directors may suspend membership rights for a period not to exceed thirty (30) days from the infraction of any use or regulations by the Member, family of the Member or guest of the Member, relating to the use of any of the Common Properties, 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.

- 10.12 Cancellation of Hearing: The 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 ninety (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 thirty (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 (10) 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 votes entitled to be cast by 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 XI

AUTHORITY OF MEMBERSHIP

- 11.1 Authority of Membership to Overrule Board of Directors: The action of the Board of Directors may be overruled by a majority of votes entitled to be cast by the Members who are voting in person or by proxy at a meeting called by five or more 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 fifteen (15) days in advance, and shall set forth the purpose of the meeting.
- 11.2 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 XII

INDEMNIFICATION

- 12.1 General: The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, the Board and the Developer and its successors in interest against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such directors, Board, officers, committee members or Developer, on behalf of the Lot Owners, or arising out of their status as directors, Board, officers, committee members or Developer, unless any such contract or act

shall have been made fraudulently or with gross negligence or criminal intent. The Association may obtain insurance for such purposes, which shall be an expense of the Association. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including but not limited to counsel fees, amount of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense or any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer Board, committee member or Developer may be involved by virtue of such persons being or have been such director, officer Board, committee member or Developer provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member or Developer, or (b) any matter settled or compromised, unless in the opinion of independent counsel selected by or in a manner determined by the Board, there is no reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member or Developer.

- 12.2 Success on Merits: To the extent that the Board, Developer, a director, officer of the Association or member of any committee appointed pursuant to these By-laws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 12.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.
- 12.3 Expenses in Advance of Disposition: Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the specific case upon receipt of an undertaking by or on behalf of the director, officer, Board, committee member or Developer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.
- 12.4 Non-Exclusive Remedy: The indemnification provided by this Article XII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members of the Association or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Developer, a director, an officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, personal representative, successors and assigns of such person or entity.

ARTICLE XIII

AMENDMENTS

- 13.1 Any and all of the provisions contained in these By-laws may be changed or amended by an instrument in writing, drafted so as to be recorded with the Registrar of Deeds in Benton County, Arkansas, and signed by the Secretary of the Association.

ARTICLE XIV

INVALIDATION

- 14.1 Governing Laws: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arkansas.
- 14.2 By Court Order: Invalidation of any of these covenants and By-laws by judgment or court order shall in no wise effect any of the other provisions herein contained.
- 14.3 Conflict of Provisions: Where any provision herein is in conflict with any resolution or regulation of the Association, the provisions herein shall control.

ARTICLE XV

NOTICE

- 15.1 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.
- 15.2 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.
- 15.3 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 the said Lots and proper notice to such person shall be deemed to be the prior notice to all other Owners of any interest in a Lot. Notice of all meetings shall be given no more than forty-five (45) days and no fewer than fifteen (15) days in advance of said meeting.

IN WITNESS WHEREOF, the foregoing Declaration and By-Laws of the Sienna

2004 6026

Recorded in the Above

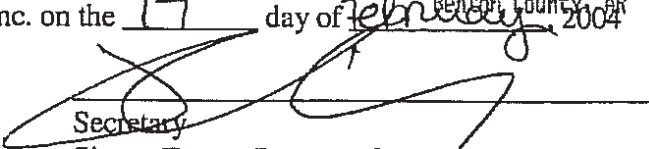
Deed Book & Page

02-17-2004 03:14:25 PM

Brenda DeShields-Circuit Clerk

Benton County, AR

At Cooper's Farm Subdivision adopted by the Board of Directors of the Sienna Estates
Property Owner's Association, Inc. on the 17 day of February, 2004


Secretary

Sienna Estates Property Owner's Association, Inc.

ACKNOWLEDGEMENT

State of Arkansas

County of Benton

On this the 17 day of February, 2004, before me, Kara Richardson the undersigned officer, personally appeared John David Lindsay, who acknowledged him/herself to be the secretary of Sienna Estates Property Owner's Association, Inc., a corporation, and that he/she, as such Secretary, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

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



Notary Public

My Commission Expires:



Benton County, AR

I certify this instrument was filed on

02-17-2004 03:14:25 PM

and recorded in Deed Book

2004 at pages 6011 - 6026

Brenda DeShields-Circuit Clerk