

**DECLARATION  
OF  
COVENANTS AND RESTRICTIONS  
FOR  
SIENNA ESTATES  
PHASE II**

2005 38627  
Recorded in the Above  
Deed Book & Page  
07-29-2005 11:42:49 AM  
Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2005/38627  
Term/Cashier: CIRCLK04 / SWhite  
Tran: 3213.98067.267269  
Recorded: 07-29-2005 11:43:03  
DFE Deed  
REC Recording Fee  
Total Fees: \$ 35.00

35.00  
0.00

THIS DECLARATION made this 28<sup>th</sup> day of July, 2005, by HOME TOWN DEVELOPERS, LLC, an Arkansas corporation (herein "Developer").

**WITNESSETH:**

WHEREAS HOME TOWN DEVELOPERS, LLC., an Arkansas limited liability company (hereinafter called "Developer"), is the owner of the real property located in the City of Centerton, Benton County, Arkansas desires to create thereon a development known as "SIENNA ESTATES".

WHEREAS, Developer desires to provide for the preservation and enhancement of value when and as the property is improved and desires to subject the development to certain covenants and restrictions as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

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

*Plot Filed:*

*Book 2005*

*Pages 922-924*

SURVEY DESCRIPTION:

Part of the East Half (E ½) of the Northeast Quarter (NE ¼) of Section 33, Township 20 North, Range 31 West, Centerton, Benton County Arkansas, being more particularly described as follows:

Beginning at a found ½" rebar marking the Southeast corner of said E ½ NE ¼; thence along the South line of said E ½ NE ¼, N87°17'33"W, 1320.49 feet to a set ½" rebar at the Southwest corner of said E ½ NE ¼; thence along the West line of said E ½ NE ¼, N02°20'25"E 2636.01 feet to a found ½" rebar at the Northwest corner of said E ½ NE ¼; thence along the North line of said E ½ NE ¼, S87°25'48"E, 750.00 feet to a set ½" rebar;

Thence along the centerline of Town Vu Road the following bearings and distances:

S85°36'19"E, 89.18 feet to a set ½" rebar; thence along the arc of a curve to the right having a radius of 81.91 feet and a chord bearing and distance of S47°10'17"E, 101.83 feet to a set ½" rebar; thence S08°44'17"E, 118.98 feet to a set ½" rebar; thence along the arc of a curve to the left having a radius of 623.26 feet and a chord bearing and distance of S13°19'29"E, 99.68 feet to a set ½" rebar; thence S17°54'41"E, 188.87 feet to a set ½" rebar; thence along the arc of a curve to the right having a radius of 339.11 feet and a chord bearing and distance of S04°38'14"E, 155.73 feet to a set ½" rebar; thence S08°38'13"W, 580.45 feet to set ½" rebar; thence along the arc of a curve to the left having a radius of 207.34 feet and a chord bearing and distance of S17°06'39"E, 180.14 feet to a set ½" rebar; thence S42°51'30"E, 180.42 feet to a set ½" rebar; thence along the arc of a curve to the left having a radius of 204.94 feet and a chord bearing and distance of S59°10'35"E, 115.17 feet to a set ½" rebar; thence S75°29'40"E, 46.09 feet to a set ½" rebar on the East line of said E ½ NE ¼;

Thence leaving said centerline and along the East line of said NE ¼, S02°22'57"W, 1089.07 feet to the point of beginning, containing 3,013,045.20 square feet or 69.17 acres more or less, less and except any easements or rights-of-way of record.

**1. ARCHITECTURAL CONTROL COMMITTEE**

(a) **DESIGNATION.** Developer shall appoint three individuals to serve as an architectural control committee (hereinafter called the "Committee"). The Committee may designate a representative to act for it. Until such time as Developer no longer owns any interest in the Property, members of the Committee may be removed for any reason by Developer, and in the event of the death, resignation or removal of a member of the Committee, Developer shall have full authority to designate a successor. At such time as Developer no longer owns any interest in the Property, the rights of the Developer with respect to removal and appointment of members of the Committee shall vest in the record owners of the Single Family Lots, who may exercise such rights by a majority vote.

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

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

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

**2. USE.** None of the Single Family Lots shall be used for other than single family residence purposes. There shall not exist on any Single Family Lot at any time more than one

residence. No building erected on a Single Family Lot shall exceed 12 feet in height. No permanent tent, shack or barn shall be allowed or permitted to be placed or erected on any Single Family Lot. No trailer, temporary building, outbuilding, or guest house shall be erected on any of the Single Family Lots without the prior written approval of the Committee. Except as provided herein, no trade or business of any kind shall be conducted upon a Single Family Lot or any part thereof. Only construction of new buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a Single Family Lot and remodeling or converting same into a dwelling house.

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

3. **BUILDING AREA.** All buildings on Single Family Lots must be constructed in accordance with any and all applicable City codes, rules and regulations. Any single family residence shall have at least 1500 or more square feet of heated area, excluding porches, garages, and breezeways. If the developer desires to amend these covenants, conditions and restrictions to reduce the minimum building size square footage, Developer shall first obtain approval of the City of Centerton, Arkansas. No such waiver, termination and/or modification shall be effective until the proper instrument, in writing, shall be executed and recorded in the office of the Recorder for Benton County, Arkansas.

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

- (a) All foundations shall be constructed of #1 grade concrete block or shall be constructed by using a monolithic poured concrete slab method.
- (b) All roof overhangs will be a minimum of six inches (6").
- (c) Roof pitches will not be less than 8/12.
- (d) All fascia boards will be of 2" x 6" construction and covered with aluminum.
- (e) All residence exteriors must be 80% covered in brick or stone or a combination thereof, excluding windows, doors and garage doors, on the ground floor only.
- (f) Mailboxes: Brand name is \_\_\_\_\_ and the style number is \_\_\_\_\_.

5. **FENCES.** All fences shall be of new materials only, and be made of wood shadow boxed privacy fence on all sides. There shall be no wire, hog wire, barbed wire, or similar materials used for exterior fencing. No fence on any Single Family Lot shall exceed, toward the

front property line, past the front building line. All fences shall be maintained in an attractive manner. By choice by owner or builder a privacy fence on any Single Family Lot shall be no more or less than 6 feet in height.

6. UTILITIES. All utilities, including imitation telephone wiring, shall be placed below grade, except that transformers or any other equipment, which is impractical to place below grade, may be placed above grade.

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

8. GARAGES. Any garages constructed on any Lot shall be not less than two (2) car size and shall be fully enclosed and contain full-length doors at the entrance way thereto. No garage shall be used by anyone other than the Owner of a Lot on which the garage is situated or his family or bona fide guest. Each residence shall have a concrete driveway connecting the garage to the street, and each driveway shall be of adequate width to accommodate two (2) automobiles when parked side by side, but in any event not less than eighteen (18) feet in width.

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

9. WATER AND SEWER. No individual water supply system or sewage disposal system shall be permitted on any Single Family Lot and all dwellings must attach to such facilities as are provided by the water and sanitation district serving the area.

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

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

(a) Such signs as may be required by law.

(b) A residential identification sign not more than twenty-four (24) by twenty-four (24) inches in height and width.

(c) During the time of construction of any residences or other improvements, on job identification signs not larger than thirty-two (32) by twenty-four (24) inches in height and width.

(d) A "for sale" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in the Centerton, Benton County, Arkansas area to advertise the sale of individual parcels of residential real property. Sign not more than, thirty-six (36) by thirty-six (36) inches in height and width. No "for rent" signs are permitted until all houses have been sold once.

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

12. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Single Family Lot, except that dogs, cats or other household pets may be kept thereon; provided that they are not kept, bred or maintained for any commercial purpose; and provided that no more than three (3) household pets may be kept on any Single Family Lot at any one time. No household pet shall be allowed to become a nuisance to the adjoining Single Family Lot owners.

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

14. MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Single Family Lot, except such machinery or equipment as is usual and customary in the Centerton area 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.

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

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

2005 38633

Recorded in the Above

Deed Book &amp; Page

07-29-2005 11:42:49 AM

thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any and all easements which may traverse any portion of said Lot.

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

18. PARKING AND PROHIBITED VEHICLES

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

(b) Prohibited Vehicles. Commercial vehicles, vehicles primarily used or designed for commercial purposes, commercial or heavy tractors, and semi-trailer trucks shall not be allowed to park in the Subdivision, either on the streets or on a privately owned Single Family Lot.

19. OUTBUILDINGS. As previously mentioned, only outbuildings approved by the Committee will be permitted on any Single Family Lot. No outbuilding shall be placed or constructed on any Single Family Lot which shall exceed 150 square feet in area. Any such outbuildings so permitted shall not detract from the general appearance of the neighborhood. All outbuildings permitted shall be pre-manufactured outbuildings of sound construction, and the quality of appearance shall be approved by the Committee. No sheet iron, tin or scrap or unpainted or unfinished metal shall be used for siding or roof or any part thereof; notwithstanding the foregoing, pre-manufactured metal outbuildings, as may be approved by the Committee, will be permitted. Any such permitted outbuildings shall only be placed on any Single Family Lot with the prior written approval of the Committee.

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

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

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

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

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

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

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

26. DEVELOPER'S ACTIVITIES. Notwithstanding anything to the contrary contained herein, the Developer, its successors and assigns, reserves for itself and its designated agent or agents the right to use any Single Family Lot owned by it for a temporary office location and the right to place thereon a sign or signs.

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

28. AMENDMENT OR MODIFICATION EXCEPT AS RESTRICTED IN PARAGRAPH 3 ABOVE. The restrictions contained herein may at any time be altered, amended or modified by written declaration, signed and acknowledged by the owners of 75% or more of the Single Family Lots and recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas. Notwithstanding the above, no alteration or modification of the covenants and restrictions contained herein may be made prior to December 31, 2004, without the express written consent of either the Developer or of the person or entity to whom the Developer shall have expressly assigned its rights under this paragraph. Notwithstanding any provisions hereof to the contrary, the Developer may at its sole discretion and without consent being required of anyone: (i) modify, amend, or repeal any one or more of these covenants and restrictions at any time prior to the closing of the sale of the last Single Family Lot, provided said amendment, modification or repeal is in writing and properly recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas; and/or (ii) amend these covenants and restrictions to cause these covenants and restrictions to be in compliance with any and all applicable laws, rules and regulations (including without limitation any and all applicable laws, rules and regulations of the Federal Housing Administration and/or the Veterans Administration).


29. LANDSCAPING. All Lots shall have fully sodded yards and any and all Lots which abut a public thoroughfare or street, shall have that portion of the side yard which shows sodded as well. Each Lot shall have a minimum of one (1) maple tree of at least 1 ¼ inch caliper planted in the front yard; the maple tree planted in the front yard shall be one or more of the following approved varieties: red maple, red flame, red sunset, and/or flame amur. These landscaping requirements shall be installed or planted in the yards of each Lot within thirty (30) days of completion of the residence.

Executed as of this 28<sup>th</sup> day of July, 2005.

2005 38636  
Recorded in the Above  
Deed Book & Page  
07-29-2005 11:42:49 AM  
Brenda DeShields-Circuit Clerk  
Benton County, AR

**SIENNA ESTATES**

**Home Town Developers LLC**

  
Neil Johnson, Member

**ACKNOWLEDGMENT**

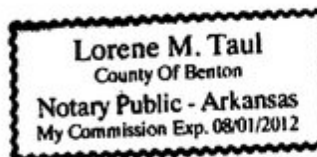
STATE OF ARKANSAS     )  
  ) SS.  
COUNTY OF BENTON     )

BE IT REMEMBERED that on this day came before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, appeared in person the within named Neil Johnson, to me personally known, who stated that he was a member of HOME TOWN DEVELOPERS, LLC, and that he was duly authorized in that capacity to execute the foregoing instrument for, in the name of, and on behalf of said company, 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 THEREOF, I have hereunto set my hand and official seal this 28<sup>th</sup> day of July, 2005.

  
Notary Public

My Commission Expires: 08/01/2012



Benton County, AR  
I certify this instrument was filed on  
07-29-2005 11:42:49 AM  
and recorded in Deed Book  
2005 at pages 38627 - 38636  
Brenda DeShields-Circuit Clerk

Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2009/16414  
Term/Cashier: CASH3/MPETERS  
04/13/2009 1:49:55PM  
Tran: 69693  
Total Fees: \$35.00  
Book ~~2009~~ Page ~~16414~~  
Recorded in the Above  
DEED Book & Page  
04/13/2009

**AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SIENNA ESTATES PHASE II**

This Amended Declaration made this 25<sup>th</sup> day of MARCH, 2009 by Sienna Estates, LLC, (hereinafter referred to as "Developer"), the developer of Sienna at Cooper's Farm Phase II (Lots 322 through 548) as reflected upon a plat of said subdivision filed in Book Plat 2005 at Page 922-924 of the Plat of Records in Benton County, Arkansas in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas in which plat is, by reference, made a part of this Amended Declaration and;

WHEREAS, that a Declaration of Covenants and Restrictions for Sienna Estates Phase II dated the 28<sup>th</sup> day of July, 2005 was file at Book 2005 Page 38627-38636 at 11:42:49 a.m.; and are to remain in full force and effect except as amended herein and;

WHEREAS, pursuant to Paragraph 28, AMENDMENT OR MODIFICATION EXCEPT AS RESTRICTED IN PARAGRAPH 3 ABOVE, Developer retains the right to modify, amend, or repeal any one of more of the covenants and restrictions applicable to Sienna at Cooper's Farm Phase II, and;

WHEREAS, the Developer, desires that said Phase II shall be a part of Sienna Estates Property Owner's Association, Inc. a corporation organized pursuant to the laws of the State of Arkansas (hereinafter referred to as "Association");

WHEREAS, the Association was organized and Articles of Incorporation were filed with the Arkansas Secretary of State on February 17, 2004 and the By-laws of the Sienna Estates Property Owner's Association were filed for record in Deed Book 2004 at Page 6011 on February 17, 2004 at 3:14:25 p.m. with the Circuit Clerk of Benton County, Arkansas.

NOW THEREFORE, the Developer of Sienna at Cooper's Farm Phase II, declare that the lots in Sienna at Cooper's Farm Phase II Lots 322 through 548 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**

PART OF THE EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 31 WEST, CENTERTON, BENTON

COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

BEGINNING AT A FOUND  $\frac{1}{2}$ " REBAR MARKING THE SOUTHEAST CORNER OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; THENCE ALONG THE SOUTH LINE OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$ , N 87 DEGREES 17'33"W, 1320.49 FEET TO A SET  $\frac{1}{2}$ " REBAR AT THE SOUTHWEST CORNER OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; THENCE ALONG THE WEST LINE OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$  N 02 DEGREES 20'25" E 2636.01 FEET TO A FOUND  $\frac{1}{2}$ " REBAR AT THE NORTHWEST CORNER OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; THENCE ALONG THE NORTH LINE OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$ , S 87 DEGREES 25'48" E, 750.00 FEET TO A SET  $\frac{1}{2}$ " REBAR;

THENCE ALONG THE CENTERLINE OF TOWN VU ROAD THE FOLLOWING BEARING AND DISTANCES:

S 85 DEGREES 36'19"E, 89.18 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE ALONG THE ARC OF THE CURVE TO THE RIGHT HAVING A RADIUS OF 81.91 FEET AND A CHORD BEARING AND DISTANCE OF S 47 DEGREES 10'17" E, 101.83 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE S 08 DEGREES 44'17"E, 118.98 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 623.26 FEET AND A CHORD BEARING AND DISTANCE OF S 13 DEGREES 19'29" E, 99.68 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE S 17 DEGREES 54' 41"E, 188.87 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 339.11 FEET AND A CHORD BEARING AND DISTANCE OF S 04 DEGREES 38' 14"E, 155.73 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE S 08 DEGREES 38'13"W, 580.45 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 207.34 FEET AND A CHORD BEARING AND DISTANCE OF S 17 DEGREES 06'39" E, 180.14 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE S 42 DEGREES 51'30" E, 180.42 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 204.94 FEET AND A CHORD BEARING AND DISTANCE OF S 59 DEGREES 10'35" E, 115.17 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE S 75 DEGREES 29'40"E, 46.09 FEET TO A SET  $\frac{1}{2}$ " REBAR ON THE EAST LINE OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ;

THENCE LEAVING SAID CENTERLINE AND ALONG THE EAST LINE OF SAID NE  $\frac{1}{4}$ , S 02 DEGREES 22'57"W, 1089.07 FEET TO THE POINT OF BEGINNING, CONTAINING 3,013,045.20 SQUARE FEET OR 69.17 ACRES MORE OR LESS, LESS AND EXCEPT ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD.

## ARTICLE II MODIFICATION OF COVENANTS

Pursuant to Paragraph 28 AMENDMENT OR MODIFICATION EXCEPT AS RESTRICTED IN PARAGRAPH 3 ABOVE, of the Declaration of Covenants and Restrictions for Sienna Estates Phase II dated the 28<sup>th</sup> day of July, 2005 was file at Book 2005 Page 38627-38636 at 11:42:49 a.m, the follwoign revisions are to be made:

Paragraph 2. of the Declaration of Covenants and Restrictions for Sienna Estates Phase II, shall be amended to read as follows:

### 2. USE.

(a) USE OF SINGLE FAMILY RESIDENCE. None of the Single Family Lots shall e used for other than single family residence purposes. There shall not exist on any Single Family Lot at any time more than one residence. No building erected on a Single Family Lot shall exceed two stories in height. No permanent tent, shack or barn shall be allowed of permitted to be placed or erected on any Single Family Lot. No trailer, temporary building, outbuilding, or guest house shall be erected on any of the Single Family Lots without the prior written approval of the Committee. Except as provided herein, no trade or business of any kind shall be conducted upon a Single Family Lot or any part thereof. Only construction of new buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a Single Family Lot and remodeling or converting the same into a dwelling house.

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

(b) MEMBERSHIP IN PROPERTY OWNERS ASSOCITAION. 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.

For purposes of the payment of POA dues, so long as the Developer is covering any shortfall, if any, in the funds necessary to operate the amenities, Developer shall be defined as Sienna Estates, LLC or any subsequent entity or individual who owns a vacant Single Family Lot. However, at such point as a residence is built upon said lot, or an owner of a vacant Single Family Lot attempts or desires to use the amenities of the Subdivision POA dues shall become due and payable upon that lot.

### **ARTICLE III REMAINING COVENANTS TO REMAIN IN EFFECT**

The original Declaration of Covenants and Restrictions for Sienna Estates Phase II dated the 28<sup>th</sup> day of July, 2005 and filed with the Benton County Circuit Clerk on July 29, 2005 at 11:42:49 a.m. and recorded in Deed Book 2005 at Pages 38627-38636 which are not amended herein are to remain in full force and effect.

25

By: John David Lindsey, Manager

Benton County, AR  
I certify this instrument was filed on  
04/13/2009 1:50:18PM  
and recorded in DEED Book  
2009 at pages 0016414 - 0016418  
Brenda DeShields-Circuit Clerk

STATE OF ARKANSAS )  
 )SS  
COUNTY OF WASHINGTON )

On this the 26 day of March, 2009, before me, a notary public, the signed officer, personally appeared John David Lindsey, who acknowledged himself to be Manager of Sienna Estates, LLC, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, signing the name of the limited liability company by himself as Manager

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

6-9-12

OFFICIAL SEAL  
KAREN McCOY  
NOTARY PUBLIC-ARKANSAS  
WASHINGTON COUNTY  
MY COMM. EXPIRES 6/ 01/ 2012

Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2009/19439  
Term/Cashier: CASH3/NPETERS  
04/30/2009 8:32:58AM  
Tran: 71707  
Total Fees: \$35.00  
Book 2009 Page 19439  
Recorded in the Above  
DEED Book & Page  
04/30/2009

**AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SIENNA ESTATES PHASE II**

This Amended Declaration made this 20<sup>th</sup> day of April, 2009 by TTO, LLC, (hereinafter referred to as "Developer"), the developer of Sienna at Cooper's Farm Phase II (Lots 322 through 548) as reflected upon a plat of said subdivision filed in Book Plat 2005 at Page 922-924 of the Plat of Records in Benton County, Arkansas in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas in which plat is, by reference, made a part of this Amended Declaration and;

WHEREAS, that a Declaration of Covenants and Restrictions for Sienna Estates Phase II dated the 28<sup>th</sup> day of July, 2005 was file at Book 2005 Page 38627-38636 at 11:42:49 a.m.; and are to remain in full force and effect except as amended herein and;

WHEREAS, pursuant to Paragraph 28, AMENDMENT OR MODIFICATION EXCEPT AS RESTRICTED IN PARAGRAPH 3 ABOVE, Developer retains the right to modify, amend, or repeal any one of more of the covenants and restrictions applicable to Sienna at Cooper's Farm Phase II, and;

WHEREAS, the Developer, desires that said Phase II shall be a part of Sienna Estates Property Owner's Association, Inc. a corporation organized pursuant to the laws of the State of Arkansas (hereinafter referred to as "Association");

WHEREAS, the Association was organized and Articles of Incorporation were filed with the Arkansas Secretary of State on February 17, 2004 and the By-laws of the Sienna Estates Property Owner's Association were filed for record in Deed Book 2004 at Page 6011 on February 17, 2004 at 3:14:25 p.m. with the Circuit Clerk of Benton County, Arkansas.

NOW THEREFORE, the Developer of Sienna at Cooper's Farm Phase II, declare that the lots in Sienna at Cooper's Farm Phase II Lots 322 through 548 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**

PART OF THE EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 31 WEST, CENTERTON, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND  $\frac{1}{2}$ " REBAR MARKING THE SOUTHEAST CORNER OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; THENCE ALONG THE SOUTH LINE OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$ , N 87 DEGREES 17'33"W, 1320.49 FEET TO A SET  $\frac{1}{2}$ " REBAR AT THE SOUTHWEST CORNER OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; THENCE ALONG THE WEST LINE OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$  N 02 DEGREES 20'25" E 2636.01 FEET TO A FOUND  $\frac{1}{2}$ " REBAR AT THE NORTHWEST CORNER OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; THENCE ALONG THE NORTH LINE OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$ , S 87 DEGREES 25'48" E, 750.00 FEET TO A SET  $\frac{1}{2}$ " REBAR;

THENCE ALONG THE CENTERLINE OF TOWN VU ROAD THE FOLLOWING BEARING AND DISTANCES:

S 85 DEGREES 36'19"E, 89.18 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE ALONG THE ARC OF THE CURVE TO THE RIGHT HAVING A RADIUS OF 81.91 FEET AND A CHORD BEARING AND DISTANCE OF S 47 DEGREES 10'17" E, 101.83 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE S 08 DEGREES 44'17"E, 118.98 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 623.26 FEET AND A CHORD BEARING AND DISTANCE OF S 13 DEGREES 19'29" E, 99.68 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE S 17 DEGREES 54' 41"E, 188.87 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 339.11 FEET AND A CHORD BEARING AND DISTANCE OF S 04 DEGREES 38' 14"E, 155.73 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE S 08 DEGREES 38'13"W, 580.45 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 207.34 FEET AND A CHORD BEARING AND DISTANCE OF S 17 DEGREES 06'39" E, 180.14 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE S 42 DEGREES 51'30" E, 180.42 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 204.94 FEET AND A CHORD BEARING AND DISTANCE OF S 59 DEGREES 10'35" E, 115.17 FEET TO A SET  $\frac{1}{2}$ " REBAR; THENCE S 75 DEGREES 29'40"E, 46.09 FEET TO A SET  $\frac{1}{2}$ " REBAR ON THE EAST LINE OF SAID E  $\frac{1}{2}$  NE  $\frac{1}{4}$ ;

THENCE LEAVING SAID CENTERLINE AND ALONG THE EAST LINE OF SAID NE  $\frac{1}{4}$ , S 02 DEGREES 22'57"W, 1089.07 FEET TO THE POINT OF BEGINNING, CONTAINING 3,013,045.20 SQUARE FEET OR 69.17 ACRES MORE OR LESS, LESS AND EXCEPT ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD.

## ARTICLE II MODIFICATION OF COVENANTS

Pursuant to Paragraph 28 AMENDMENT OR MODIFICATION EXCEPT AS RESTRICTED IN PARAGRAPH 3 ABOVE, of the Declaration of Covenants and Restrictions for Sienna Estates Phase II dated the 28<sup>th</sup> day of July, 2005 was file at Book 2005 Page 38627-38636 at 11:42:49 a.m, the follwoign revisions are to be made:

Paragraph 2. of the Declaration of Covenants and Restrictions for Sienna Estates Phase II, shall be amended to read as follows:

### 2. USE.

(a) USE OF SINGLE FAMILY RESIDENCE. None of the Single Family Lots shall e used for other than single family residence purposes. There shall not exist on any Single Family Lot at any time more than one residence. No building erected on a Single Family Lot shall exceed two stories in height. No permanent tent, shack or barn shall be allowed of permitted to be placed or erected on any Single Family Lot. No trailer, temporary building, outbuilding, or guest house shall be erected on any of the Single Family Lots without the prior written approval of the Committee. Except as provided herein, no trade or business of any kind shall be conducted upon a Single Family Lot or any part thereof. Only construction of new buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a Single Family Lot and remodeling or converting the same into a dwelling house.

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

(b) MEMBERSHIP IN PROPERTY OWNERS ASSOCITAION. The Sienna Estates Property Owner's Association, Inc. (hereinafter "Association") has been formed and incorporated in the State of Arkansas. 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.

For purposes of the payment of POA dues, so long as the Developer is covering any shortfall, if any, in the funds necessary to operate the amenities, Developer shall be defined as TTO, LLC or any subsequent entity or individual who owns a vacant Single Family Lot. However, at such point as a residence is built upon said lot, or an owner of a vacant Single Family Lot attempts or desires to use the amenities of the Subdivision, POA dues shall become due and payable upon that lot.

### **ARTICLE III REMAINING COVENANTS TO REMAIN IN EFFECT**

The original Declaration of Covenants and Restrictions for Sienna Estates Phase II dated the 28<sup>th</sup> day of July, 2005 and filed with the Benton County Circuit Clerk on July 29, 2005 at 11:42:49 a.m. and recorded in Deed Book 2005 at Pages 38627-38636 which are not amended herein are to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set his/her hands and seals this  
20 day of April, 2009.

**TTO, LLC**

By: [Signature]  
Print Name JR Meeks  
Title MEMBER

Book 2009 Page 19443  
Recorded in the Above  
DEED Book & Page  
04/30/2009  
Benton County, AR  
I certify this instrument was filed on  
04/30/2009 8:33:20AM  
and recorded in DEED Book  
2009 at pages 0019439 - 0019443  
Brenda DeShields-Circuit Clerk

**ACKNOWLEDGMENT**

STATE OF ARKANSAS           )  
  )SS  
COUNTY OF WASHINGTON    )

On this the 20 day of April, 2009, before me, a notary public, the undersigned officer, personally appeared JR Meeks, who acknowledged himself to be \_\_\_\_\_ of TTO, LLC, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as authorized agent of the limited liability company.

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

[Signature]  
Notary Public

My Commission Expires:

12-03-13

