

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
THORNBROOK SUBDIVISION

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2007/26378
Term/Cashier: CASH5/KJACKSON
06/29/2007 8:47:21AM
Tran: 6300
Total Fees: \$32.00
Book 2007 Page 26378
Recorded in the Above
DEED Book & Page
06/29/2007

THIS DECLARATION made this 28th day of JUNE 2007, by John David Lindsey Development LLC, an Arkansas limited liability company (herein "Owner/Builder").

WITNESETH:

WHEREAS John David Lindsey Development LLC, an Arkansas limited liability company (hereinafter called "Owner/Builder"), is the owner of the real property located in the City of Bentonville, Benton County, Arkansas desires to create thereon a development known as "THORNBROOK SUBDIVISION". Said property is located in Benton County, Arkansas to-wit:

PART OF THE SW ¼ OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF THE SW ¼ OF SECTION 1, BEING A FOUND STONE AS SHOWN ON PLAT D AT PAGE 33, THENCE NORTH 87 DEGREES 09 MINUTES 35 SECONDS WEST 1324.36 FEET TO A REBAR PIN AT A FENCE CORNER AS SHOWN ON PLAT D AT PAGE 33, BEING THE SE CORNER OF THE SW ¼ OF THE SW ¼ FOR THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF THE SW ¼ OF THE SW ¼, NORTH 87 DEGREES 09 MINUTES 35 SECONDS WEST 1325.41 FEET TO A FENCE CORNER POST AT THE SW CORNER OF SAID SECTION 1, THENCE ALONG THE WEST LINE OF SECTION 1 NORTH 2 DEGREES 10 MINUTES 13 SECONDS EAST 2640.17 FEET TO A COTTON SPINDLE AT THE NW CORNER OF THE SW ¼ OF SECTION 1, AS SHOWN ON PLAT P002-666; THENCE ALONG THE NORTH LINE OF THE SW ¼, SOUTH 87 DEGREES 13 MINUTES 06 SECONDS EAST 1330.67 FEET TO A REBAR PIN AT THE NE CORNER OF THE NW ¼ OF THE SW ¼ AS SHOWN ON PLAT P 002-666, THENCE ALONG THE NORTH LINE OF THE NE ¼ OF THE SW ¼, SOUTH 87 DEGREES 07 MINUTES 09 SECONDS EAST 1338.10 FEET TO A REBAR PIN AT THE NE CORNER OF THE SW ¼ OF SECTION 1, AS SHOWN ON PLAT P002-666, THENCE ALONG THE EAST LINE OF THE NE ¼ OF THE SW ¼, SOUTH 2 DEGREES 47 MINUTES 07 SECONDS WEST 1317.77 FEET TO A REBAR PIN AT THE SE CORNER OF THE NE ¼ OF THE SW ¼ AS SHOWN ON PLAT D AT PAGE 33, THENCE ALONG THE SOUTH LINE OF THE NE ¼ OF THE SW ¼ NORTH 87 DEGREES 09 MINUTES 22 SECONDS WEST 1328.30 FEET TO A REBAR PIN AT THE SW CORNER OF THE NE ¼ OF THE SW ¼ AS SOWN ON PLAT D AT PAGE 33, THENCE ALONG THE EAST LINE OF THE SW ¼ OF THE SW ¼, SOUTH

2 DEGREES 12 MINUTES 37 SECONDS WEST 1322.80 FEET TO THE POINT OF BEGINNING.

WHEREAS, Owner/Builder 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

WHEREAS, Any individual/builder, other than the developer, must submit plans and specs to John David Lindsey, member of John David Lindsey Development, LLC for approval. Builder Bio might also be required.

NOW, THEREFORE, Owner/Builder 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 Owner/Builder and future owners of the Property because of the interest of the Owner/Builder and such future owners in having the entire Property maintained in an attractive manner for the benefit of all owners of any portion of the Property.

1. USE. None of the Single Family Lots shall be used for other than single family residence purposes. There shall not exist on any Single Family Lot at any time more than one residence. No building erected on a Single Family Lot shall exceed two stories in height. No permanent tent, shack or barn shall be allowed or permitted to be placed or erected on any Single Family Lot. No trailer, temporary building, outbuilding, or guest house shall be erected on any of the Single Family Lots. Except as provided herein, no trade or business of any kind shall be conducted upon a Single Family Lot or any part thereof. Only construction of new buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a Single Family Lot and remodeling or converting same into a dwelling house.

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

2. **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 1300 square feet of heated area, excluding porches, garages, and breezeways.

3. **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 75% covered in brick or stone or a combination thereof, excluding windows, doors and garage doors, on the ground floor only.
- (f) All mailboxes must be cast iron from National Home Centers (black color).

4. **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.

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

6. **AIR CONDITIONING APPARATUS.** No air conditioning apparatus shall be installed on the ground in front of a residence. No air conditioning apparatus or evaporation cooler shall be installed on any front wall of a residence.

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

No garage may be enclosed for living purposes when initially constructed. The owner may choose to use the garage as heated space, but shall leave the garage door in place and otherwise leave the appearance of the outside of the residence the same. Carports will not be allowed to be constructed on any Lot or attached to any residence within the Subdivision.

8. 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.

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

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

- (a) Such signs as may be required by law.
- (b) A residential identification sign not more than twenty-four (24) by twenty-four (24) inches in height and width.
- (c) During the time of construction of any residences or other improvements, on job identification signs not larger than thirty-two (32) by twenty-four (24) inches in height and width.
- (d) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in the Rogers, Benton County, Arkansas area to advertise the sale or rental of individual parcels of residential real property. Sign not more than thirty-six (36) by thirty-six (36) inches in height and width.

The provisions of this paragraph shall not prevent the Owner/Builder from constructing, erecting or maintaining structures or signs of any content or size on Lots owned by it when the Owner/Builder, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Single Family Lots or other portions of the Property.

In addition, the provisions of this paragraph shall not prevent any home builder from erecting or maintaining signs of any size advertising model homes on Lots owned by such home builder provided that such signs are in compliance with all applicable ordinances of the City of Rogers, Arkansas

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

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

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

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

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

16. TEMPORARY STRUCTURES, VEHICLES. No inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from the adjacent property or any public thoroughfare; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved in accordance herewith. In addition, no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed or repaired upon any Single Family Lot or the Property or any street or private driveway in such a manner as will be visible from neighboring property or any public thoroughfares, except for normal, routine maintenance of

motor vehicles and/or minor repairs which typically do not take longer than seventy-two (72) hours. No trailer, tent, camper, mobile home, shack, garage or other temporary structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair or remodeling of a dwelling shall be removed immediately after the completion of construction. No trailer, boat, camper, recreation or commercial vehicle shall be permanently parked or stored in such a manner so as to be directly visible from any public thoroughfares. Permanently parked is deemed to designate the customary location of these vehicles when not in use.

17. PARKING AND PROHIBITED VEHICLES.

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

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

18. OUTBUILDINGS. 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. 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 will be permitted.

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 may be visible from any adjacent properties and public thoroughfares; and by acceptance of a deed to any such Lot, the owner thereof covenants and agrees to do so.

19. 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.

20. 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.

21. 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.

22. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity by the owner of any Single Family Lot, the Owner/Builder 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.

23. 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.

24. OWNER/BUILDER'S ACTIVITIES. Notwithstanding anything to the contrary contained herein, the Owner/Builder, 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.

25. 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.

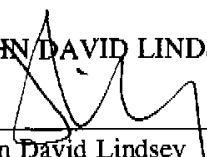
26. AMENDMENT OR MODIFICATION. The restrictions contained herein may at any time be altered, amended or modified by written declaration, signed and acknowledged by the owners of 75% or more of the Single Family Lots and recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas. Notwithstanding the above, no alteration or modification of the covenants and restrictions contained herein may be made prior to July 1, 2007, without the express written consent of either the Owner/Builder or of the person or entity to whom the Owner/Builder shall have expressly

assigned its rights under this paragraph. Notwithstanding any provisions hereof to the contrary, the Owner/Builder 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).

27. 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. The sod shall be installed in the yards of each Lot within thirty (30) days of completion of the residence, unless inclement weather conditions exist.

28. PROPERTY OWNERS' ASSOCIATION. Upon the sale and or occupancy of 50% of the lots contained within said Subdivision, or by September 1, 2008, whichever occurs first, the Owner/Builder, its successors or assigns shall pass all responsibilities and obligations, under these Covenants and establish a POA and will have no further involvement with said responsibilities and obligations from this date forth. The formation of the POA shall be the responsibility of all owners and or residents of lots within said Subdivision as of the date of transfer from Owner/Builder to POA. The POA shall operate as a non-profit corporation and have bylaws and shall have as its members, owners and or residents of lots in the above described property. The owners and or residents of each lot shall be members of the POA regardless of the number of owners and or residents of such lot. The first named owner of each lot shall be deemed the person entitled to vote on POA matters. The POA shall elect officers, establish due amounts, and collect said dues for the purpose of maintaining the entrance and all public areas of Thornbrook Subdivision. The POA shall also be responsible for issuing payments for all lighting and irrigation bills for said entrance and public areas.

Executed as of this 28th day of JUNE, 2007.

JOHN DAVID LINDSEY DEVELOPMENT, LLC
By: 
John David Lindsey
Member of John David Lindsey Development LLC

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 John David Lindsey, to me personally known, who stated that he was the Managing Member of John David Lindsey Development 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 18th day of JUNE, 2007.

Bonnie J. Anderson
Notary Public

My Commission Expires: 3-27-2017



Book 2007 Page 26386
Recorded in the Above
DEED Book & Page
06/29/2007
Benton County, AR
I certify this instrument was filed on
06/29/2007 8:47:52AM
and recorded in DEED Book
2007 at pages 0026378 - 0026386
Brenda DeShields-Circuit Clerk

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2007/51335
Term/Cashier: CASH2/SWINZENBURG
12/21/2007 9:25:23AM
Tran: 22018
Total Fees: \$55.00
Book 2007 Page 51335
Recorded in the Above
DEED Book & Page
12/21/2007

AMENDED DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
THORNBROOK SUBDIVISION

THIS AMENDED DECLARATION made this 19th day of DECEMBER 2007, by John David Lindsey Development LLC, an Arkansas limited liability company (herein "Owner/Builder").

WITNESETH:

WHEREAS John David Lindsey Development LLC, an Arkansas limited liability company (hereinafter called "Owner/Builder"), is the owner of the real property located in the City of Bentonville, Benton County, Arkansas desires to create thereon a development known as "THORNBROOK SUBDIVISION". Said property is located in Benton County, Arkansas to-wit:

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WHEREAS, Any individual/builder, other than the developer, must submit plans and specs to John David Lindsey, member of John David Lindsey Development, LLC for approval. Builder Bio might also be required.

NOW, THEREFORE, Owner/Builder 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 Owner/Builder and future owners of the Property because of the interest of the Owner/Builder and such future owners in having the entire Property maintained in an attractive manner for the benefit of all owners of any portion of the Property.

1. USE. None of the Single Family Lots shall be used for other than single family residence purposes. There shall not exist on any Single Family Lot at any time more than one residence. No building erected on a Single Family Lot shall exceed two stories in height. No permanent tent, shack or barn shall be allowed or permitted to be placed or erected on any Single Family Lot. No trailer, temporary building, outbuilding, or guest house shall be erected on any of the Single Family Lots. Except as provided herein, no trade or business of any kind shall be conducted upon a Single Family Lot or any part thereof. Only construction of new buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a Single Family Lot and remodeling or converting same into a dwelling house.

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

2. 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 1300 square feet of heated area, excluding porches, garages, and breezeways.

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- (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 75% covered in brick or stone or a combination thereof, excluding windows, doors and garage doors, on the ground floor only.
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6. AIR CONDITIONING APPARATUS. No air conditioning apparatus shall be installed on the ground in front of a residence. No air conditioning apparatus or evaporation cooler shall be installed on any front wall of a residence.

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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.

8. 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.

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

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

- (a) Such signs as may be required by law.
- (b) A residential identification sign not more than twenty-four (24) by twenty-four (24) inches in height and width.
- (c) During the time of construction of any residences or other improvements, on job identification signs not larger than thirty-two (32) by twenty-four (24) inches in height and width.
- (d) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in the Rogers, Benton County, Arkansas area to advertise the sale or rental of individual parcels of residential real property. Sign not more than thirty-six (36) by thirty-six (36) inches in height and width.

The provisions of this paragraph shall not prevent the Owner/Builder from constructing, erecting or maintaining structures or signs of any content or size on Lots owned by it when the Owner/Builder, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Single Family Lots or other portions of the Property.

In addition, the provisions of this paragraph shall not prevent any home builder from erecting or maintaining signs of any size advertising model homes on Lots owned by such home builder provided that such signs are in compliance with all applicable ordinances of the City of Rogers, Arkansas

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

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

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

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

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

16. TEMPORARY STRUCTURES, VEHICLES. No inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from the adjacent property or any public thoroughfare; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved in accordance herewith. In addition, no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed or repaired upon any Single Family Lot or the Property or any street or private driveway in such a manner as will be visible from neighboring property or any public thoroughfares, except for normal, routine maintenance of

motor vehicles and/or minor repairs which typically do not take longer than seventy-two (72) hours. No trailer, tent, camper, mobile home, shack, garage or other temporary structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair or remodeling of a dwelling shall be removed immediately after the completion of construction. No trailer, boat, camper, recreation or commercial vehicle shall be permanently parked or stored in such a manner so as to be directly visible from any public thoroughfares. Permanently parked is deemed to designate the customary location of these vehicles when not in use.

17. PARKING AND PROHIBITED VEHICLES.

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

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

18. OUTBUILDINGS. 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. 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 will be permitted.

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 may be visible from any adjacent properties and public thoroughfares; and by acceptance of a deed to any such Lot, the owner thereof covenants and agrees to do so.

19. 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.

20. 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.

21. 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.

22. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity by the owner of any Single Family Lot, the Owner/Builder 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.

23. 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.

24. OWNER/BUILDER'S ACTIVITIES. Notwithstanding anything to the contrary contained herein, the Owner/Builder, 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.

25. 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.

26. AMENDMENT OR MODIFICATION. The restrictions contained herein may at any time be altered, amended or modified by written declaration, signed and acknowledged by the owners of 75% or more of the Single Family Lots and recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas. Notwithstanding the above, no alteration or modification of the covenants and restrictions contained herein may be made prior to July 1, 2007, without the express written consent of either the Owner/Builder or of the person or entity to whom the Owner/Builder shall have expressly

assigned its rights under this paragraph. Notwithstanding any provisions hereof to the contrary, the Owner/Builder 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).

27. 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. The sod shall be installed in the yards of each Lot within thirty (30) days of completion of the residence, unless inclement weather conditions exist.

28. PROPERTY OWNERS' ASSOCIATION. Upon the sale and or occupancy of 50% of the lots contained within said Subdivision, or by September 1, 2008, whichever occurs first, the Owner/Builder, its successors or assigns shall pass all responsibilities and obligations, under these Covenants and establish a POA and will have no further involvement with said responsibilities and obligations from this date forth. The formation of the POA shall be the responsibility of all owners and or residents of lots within said Subdivision as of the date of transfer from Owner/Builder to POA. The POA shall operate as a non-profit corporation and have bylaws and shall have as its members, owners and or residents of lots in the above described property. The owners and or residents of each lot shall be members of the POA regardless of the number of owners and or residents of such lot. The first named owner of each lot shall be deemed the person entitled to vote on POA matters. The POA shall elect officers, establish due amounts, and collect said dues for the purpose of maintaining the entrance and all public areas of Thornbrook Subdivision. The POA shall also be responsible for issuing payments for all lighting and irrigation bills for said entrance and public areas.

29. SEX OFFENDER RESTRICTION: No person who is required to register as a sex offender pursuant to the Sex Offender Registration Act of 1997, Arkansas Code Ann. §§12-12-901, et seq., as amended from time to time or any other similar federal, state or local law, regulation, or ordinance may rent, reside in, own or occupy any Lot or Dwelling in the subdivision either permanently or temporarily.

Executed as of this 19th day of DECEMBER, 2007.

JOHN DAVID LINDSEY DEVELOPMENT, LLC

By: _____

John David Lindsey

Member of John David Lindsey Development LLC

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 John David Lindsey, to me personally known, who stated that he was the Managing Member of John David Lindsey Development 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 19th day of DECEMBER, 2007.

Bonnie J. Anderson
Notary Public

My Commission Expires:

3-27-2017



Benton County, AR
I certify this instrument was filed on
12/21/2007 9:26:21AM
and recorded in DEED Book
2007 at pages 0051335 - 0051343
Brenda DeShields-Circuit Clerk

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2013/47443
Term/Cashier: CASH3/Teresa Baber
08/27/2013 2:34PM
Tran: 255122
Total Fees: \$30.00

Book 2013 Page 47443
Recorded in the Above
DEED Book & Page
08/27/2013

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THORNBROOK SUBDIVISION

This Amended Declaration made this 13th day of August, 2013 by Fireblaze VI, LLC, an Arkansas Limited Liability Company and United Bank, a Federally Chartered Savings Bank, together who represent more than seventy-five percent (75%) of all the lots of the Single Family Lots as reflected upon a plat of said subdivision filed in Book 2007 at Page 875 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 an Amended Declaration of Covenants and Restrictions for Thornbrook Subdivision dated December 19, 2007, was filed on December 21, 2007 at Book 2007 Page 51335 at 9:25:23 a.m.; and are to remain in full force and effect except as amended herein, and;

NOW THEREFORE, the Owners which represent more than seventy-five percent (75%) of all the lots of Thornbrook Subdivision, declare that, hereinafter lot numbers 46 through 54, and lot numbers 60 through 141 of Thornbrook Subdivision shall be known as lots 1 through 86 of Saddle Ridge Subdivision, and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens set out in the Declaration of Covenants and Restrictions for Saddle Ridge Subdivision, attached hereto as Exhibit A, and to be filed independently immediately subsequent to the filing of this Amended Declaration of Covenants and Restrictions for Thornbrook Subdivision, with the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

NOW THEREFORE, paragraph "1. USE." Shall be amended as follows:

1. USE. Lots 1 through 45; Lots 55 through 59; and Lots 142 through 148 of the Thornbrook Subdivision shall not be used for any purpose other than single family residential purposes. There shall not exist on any Single Family Lot at any time more than one residence. No building erected on a Single Family Lot shall exceed two stories in height. No permanent tent, shack or barn shall be allowed or permitted to be placed or erected on and Single Family Lot. No trailer, temporary building, outbuilding, or guest house shall be erected on any of the Single Family Lots. Except as provided herein, no trade business of any kind shall be conducted upon a Single Family Lot or any part thereof. Only construction of new buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a Single Family Lot and remodeling or converting the same into a dwelling house.

No trade or business may be conducted in, upon, or from any Single Family Lot of 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.

Notwithstanding anything contained herein, the real property described as follows:

A PART OF LOT 130 AND LOT 149 OF THORNBROOK VILLAGE SUBDIVISION, PHASE 1, AS PER PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER, BENTON COUNTY, ARKANSAS, AND A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°17'18"E 35.00' AND N02°08'45"E 36.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, SAID POINT BEING A SET IRON PIN, AND RUNNING THENCE N02°08'45"E 1263.68' TO A SET IRON PIN, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF SOUTHWEST CADWELL AVENUE, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 2 COURSES: S87°25'10"E 1167.10', THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 125.00', HAVING A CHORD BEARING AND DISTANCE OF N68°55'17"E 100.32', THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING S87°07'57"E 153.06' TO A SET IRON PIN, THENCE N02°36'18"E 120.50', THENCE N02°34'53"E 299.91' TO A FOUND IRON PIN, THENCE S87°22'37"E 205.36' TO A SET IRON PIN, THENCE S02°27'38"W 242.34' TO A SET IRON PIN, THENCE S47°07'56"E 118.15' TO A SET IRON PIN, THENCE S44°44'49"W 167.22' TO A SET IRON PIN, THENCE N86°42'32"W 183.81' TO A FOUND IRON PIN, THENCE N86°42'32"W 123.06' TO A FOUND IRON PIN, THENCE S02°09'47"W 1287.51' TO A SET IRON PIN, THENCE N87°17'18"W 1288.78' TO THE POINT OF BEGINNING. CONTAINING 39.81 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

(the "Multifamily Development Area"), at the sole and absolute discretion of the owner(s) thereof may be developed into a multifamily and recreational development,

Book 2013 Page 4744
Recorded in the Above
DEED Book & Page
08/27/2013

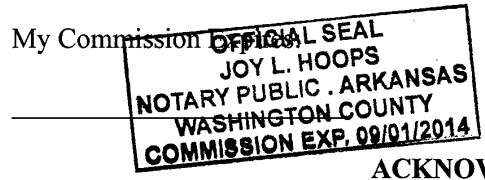
ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF BENTON)

On this the 13th day of August, 2013, before me, a notary public, the undersigned officer, personally appeared James Earl "Lyndy" Lindsey, Manager of Fireblaze VI, LLC, who acknowledged Fireblaze VI, LLC to be the owner of Lot Numbers 1-147, and that he, as such owner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as owner

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

Joy L Hoops
Notary Public



ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF Washington)
~~BENTON~~

On this the 9 day of August, 2013, before me, a notary public, the undersigned officer, personally appeared Nathan Gairhan, who acknowledged himself to be the President and Chief Executive Officer of United Bank, a Federally Chartered Savings Bank, who is the owner of certain real property located in the Thornbrook Subdivision, and that he, as such President and Chief Executive Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President and Chief Executive Officer.

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

Cheryl Thomas
Notary Public

My Commission Expires:
7-2-2023

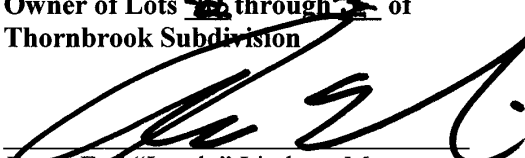


consisting of up to five hundred (500) residential dwelling units. Said development shall be approved by the City of Bentonville, prior to development thereof, upon approval by the City of Bentonville of the multifamily and recreational development's site plan, these covenants shall automatically allow the Multifamily Development Area to be developed in accordance therewith regardless of conflicts with any covenants or restrictions, or similar restraints upon use of the Multifamily Development Area. In the event that the owner of the Multifamily Development Area elects to develop a multifamily and recreational development, the Multifamily Development Area shall not be part of the POA as detailed in Paragraph 28, and shall not be governed thereby.

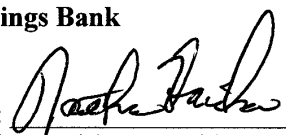
NOW THEREFORE, this Paragraph

EXECUTED this 13th day of August, 2013

FIREBLAZE VI, LLC ¹⁴⁷
Owner of Lots ~~42~~ through ~~52~~ of
Thornbrook Subdivision


James Earl "Lyndy" Lindsey, Manager

**UNITED BANK, a Federally Chartered
Savings Bank**

BY: 
Nathan Gairhan, President and Chief
Executive Officer

Book **2013** Page **47446**
Recorded in the Above
DEED Book & Page
08/27/2013

Benton County, AR
I certify this instrument was filed on
08/27/2013 2:34PM
and recorded in DEED Book
2013 at pages 47443 - 47446
Brenda DeShields-Circuit Clerk

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2013/47447
Term/Cashier: CASH3/Teresa Baber
08/27/2013 2:35PM
Tran: 255122
Total Fees: \$50.00

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SADDLE RIDGE SUBDIVISION

This Declaration made this ____ day of _____, 2013 by Fireblaze VI, LLC, an Arkansas Limited Liability Company and United Bank, a Federally Chartered Savings Bank (hereinafter collectively referred to as "Owner"), owner of Lots 1 through 86 of the Saddle Ridge Subdivision (hereinafter referred to as "Saddle Ridge") as reflected upon a plat of said subdivision filed in Book Plat ____ at Page ____ 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 Declaration and;

NOW THEREFORE, the Owner declares that the lots 1 through 86 in the Saddle Ridge Subdivision 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.

1. ARCHITECTURAL CONTROL COMMITTEE

A. Designation of Committee. The Saddle Ridge Subdivision shall have an Architectural Control Committee (the "Committee"), consisting of a representative designated by the Owner until ninety percent (90%) of all Lots now subject to these covenants and restrictions are sold and have residential homes constructed thereon. When ninety percent (90%) of all lots in Saddle Ridge have been sold and have residential homes constructed thereon, the Owner shall appoint three (3) persons to constitute the Committee. After the terms of the 3 persons appointed by the Owner expire or terminate, the Committee members the members of the Committeè, and all vacancies thereon, shall be appointed by the Board of Directors of the Saddle Ridge Property Owners Association.

B. Function and Authority of the Committee. No Dwelling, Building, Structure or other Improvement shall be constructed or maintained upon any Lot and no alteration or repainting to the exterior of a Dwelling, Building, Improvement or Structure shall be made and no landscaping performed unless complete plans, specifications and site plans showing the exterior design, height, building material and color scheme, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping and irrigation, fencing walls and windbreaks, sewage systems and the grading plan shall have been submitted in writing to and approved in writing by the Committee prior to the commencement of construction. Once the Committee has approved the plans and specifications, the Committee shall issue a

Book 2013 Page 47447
Recorded in the Above
DEED Book & Page
08/27/2013

letter to the Owner authorizing the Owner to commence the construction ("Letter"). A copy of the plans, specifications, and Lot plans as finally approved shall be deposited with the Committee. The Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decisions of the Committee shall be final, conclusive and binding upon the applicant. The Committee shall also have the option to employ a lawn maintenance company to maintain and mow all portions of Single Family Lot lawns that are visible from a public street, specifically excluding any portion of side yards that are located behind fences or gates in the event the Single Family Lot owner does not maintain the lawns and flower beds in a sightly manner.

C. Content of Plans and Specifications. The plans and specifications to be submitted and approved shall include the following:

- (i) A statement by the Owner and his architect, engineer, designer or other qualified person undertaking the design of the proposed Improvements that such parties have visited the site and have reviewed and are familiar with the applicable provisions of this Declaration, including the following design guidelines.
- (ii) A site plan drawn to scale indicating:
 - (a) Name of subdivision, lot, block, address and/or other required legal description of the property, and North directional arrow.
 - (b) Property lines, including streets, rights-of-way, lakes, casements, set back lines and all dimensions,
 - (c) Existing grade and location of proposed cut and/or fill, indicating approximate slope and height or depth of each (2' minimum interval).
 - (d) Proposed sewer system footprint.
 - (e) Drainage plans indicating drainage patterns away from building to swales, culverts and other drainage facilities.
 - (f) Parking and paving plans indicating the location of all parking areas, driveways and sidewalks.
 - (g) Location of utility services, including particularly the location of all above-ground equipment such as transformers, risers, meters, sewage grinder pumps and tanks and similar items.
 - (h) Approximate location, size and kind of existing and proposed trees greater than four inches in diameter measured at a point 3 feet above the grade.

- (i) Location of all structures, retaining walls, garbage and trash containers, decks, terraces, patios and similar outdoor living areas, walks, walls, fences, signs, fountains, air conditioner compressors and other HVAC equipment and components located outdoors, mechanical equipment, and other proposed improvements.
- (j) Location of contractor's temporary facility, outhouses and other temporary structures and items, to be used during construction.
- (k) Any temporary access to the site.
- (iii) Floor plans for all floors indicating interior room dimensions and use, the location and size of exterior windows, doors and other openings, the location of mechanical and electrical systems, or any other conceptual plans for which a review is requested by the Committee.
- (iv) Exterior elevations providing the exterior views of all structures, fences, signs and similar Improvements labeled in accordance with the site plan. The elevations shall include a brief description of all exterior materials, colors and finishes, including without limitation those of the walls, roofs, trim, chimneys, doors and windows. Building elevations shall be provided for all sides of the Dwelling.
- (v) Specifications or color boards as necessary to describe the (i) exterior wall materials (**acceptable exterior wall materials are brick, stone, cedar shake, hardiplank/masonite or wood; Dryvit, stucco, or a similar product is not acceptable**) and colors; (ii) roof materials and colors; (iii) door materials and colors; (iv) chimney materials; (v) stained or colored pavement materials; (vi) fencing and screening material; and (vii) any other exterior site improvements. Color and material descriptions shall be keyed to the exterior elevations, differentiating between general wall colors, fascia, railing, structural elements, door, trim and accent colors, and other elements of the structure.
- (vi) The landscaping plan indicating proposed plantings (by common and botanical names) and their sizes; exterior lighting system, including decorative, security and other types of illumination (including location and type of lighting fixtures), irrigation system, special landscape features including without limitation ponds and fountains; flower and vegetable gardens, and similar outdoor improvements. A residential landscaping irrigation system is required for the front yard of each Lot and such irrigation design and specifications shall be included in the plans and specifications submitted to the Committee. Bermuda or Fescue Sod, as deemed appropriate by the Committee, is required on all Lots.
- (vii) A fee in the amount of \$50.00 (checks are to be made payable to the Association) for costs or expenses the Committee may incur in reviewing, or having professionals review, the plans and specifications as submitted. Such fee

shall be non-refundable. The Committee reserves the right to waive all of or a portion of this fee.

D. Installation & Maintenance of Landscaping. All landscaping (irrigation, sod, plants and trees) installed during the initial construction of each Dwelling shall be approved by the Committee.

E. Definition of Improvement. "Improvement" shall mean and include all Dwellings, buildings and roofed structures, parking areas, fences, walls, hedges, mass plantings, poles, towers, antennas, driveways, swimming pools, signs, changes in any exterior color or shape, glazing or re-glazing of exterior windows with mirrored or reflective glass, and any other new exterior construction or exterior improvement which materially alters the appearance of any Lot and which may not be included in any of the foregoing.

F. Building Height. No Dwelling shall be erected, altered, or placed on a Lot which shall contain more than two (2) stories. Also, the minimum height of each roof must be at least a 8-12 pitch.

G. Location on Lot. No Dwelling, Building, Structure or Improvement shall be located on a Lot nearer to the front Lot line, side Lot line or rear Lot line established for each Lot by the Plat, provided that the Committee may authorize variations in its discretion so long as those variations do not contradict the building setbacks as depicted on the Plat and required by the City of Bentonville. In the event that a Dwelling is destroyed, by fire, storm or otherwise, such Dwelling, if reconstructed, shall be placed in the same location on the Lot and have the same exterior shape, window placement, dimensions and colors, as close as practicably possible, as the Dwelling that was destroyed and must be approved by the Committee.

H. Commercial Structures. No Building, Structure or Improvement of any type may ever be placed, erected or used for business, professional, trade or commercial purposes on any portion of any Lot. This prohibition shall not apply to any business or Structure that may be placed on any Lot or portion of a Lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to the Subdivision, or to any Dwelling constructed in the Subdivision to be used as a sales office or a model home as provided in Section 7 M below.

I. Outbuildings Prohibited. No outbuildings or other detached structure appurtenant to the Dwelling may be erected on any of the Lots hereby restricted without the consent in writing of the Committee.

J. Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall any garbage, trash, rubbish, tree limbs, pine straw, leaves or cuttings, ashes or other refuse be thrown placed or dumped upon any vacant Lot, street or road, nor on any Lot unless placed in a container suitable for garbage

pickup; nor shall anything ever be done which may be or become annoyance or nuisance to the neighborhood.

K. Oil and Mineral Operations. No oil drilling, oil development operating, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

L. Existing Structure. No existing, erected building or structure of any sort may be moved onto or placed on any of the Lots without the consent in writing of the Committee.

M. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a Lot covered by these covenants and restrictions shall at any time be used for human habitation, temporarily or permanently. This provision does not apply to any construction trailer(s) to be used during the initial construction of the Dwellings in the Subdivision.

N. The Basis of Approval. Approval of plans and specifications shall be based on, among other things, adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring Dwellings and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants. The Committee shall establish certain architectural guidelines, which shall be approved by the Board of Directors (the Architectural Guidelines), and all plans and specifications must comply with Architectural Guidelines then in force and effect. However, the Committee may approve exceptions to the Architectural Guidelines by a three-fourths (3/4th) vote. The current Architectural Guidelines shall be available at the office of the Association or the office of the Developer.

O. Majority. A majority vote of the Committee is required for approval or disapproval of proposed improvements.

P. Failure of Committee to Act. If the Committee fails to approve, disapprove, or reject as inadequate proposed plans and specifications within fourteen (14) days after proper written submittal, they shall be deemed approved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Committee may reject them entirely, partially or conditionally approve

Q. Limitation of Liability. Neither the Owner, the Association, the Committee nor any of its members shall be liable, in damages or otherwise, to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications.

R Driveways. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone or other approved base material and shall be surfaced with concrete. Plans and specifications for driveways, culverts, pavement edging or markers shall be as approved in writing by the Committee. Driveways may access the adjacent street at one location only, unless otherwise approved by the Committee.

2. SEX OFFENDER RESTRICTION. No person who is required to register as a sex offender pursuant to the Sex Offender Registration Act of 1997, Arkansas Code Ann. §§12-12-901 et seq., as amended from time to time or any other similar federal, state or local law, regulation, or ordinance may rent, reside in, own or occupy any Lot of Dwelling in the subdivision either permanently or temporarily.

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 1600 square feet or more of heated area, excluding porches, garages, and breezeways.

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:

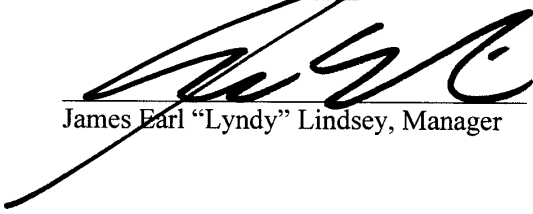
- (a) All foundations shall be constructed of #1 grade concrete block or shall be constructed using monolithic poured concrete slab method
- (b) All roof overhangs shall be a minimum of twenty-four inches from the face of the wall stud, unless approved by the Committee
- (c) Roof pitches shall not be less than 8/12
- (d) All fascia boards will be of 2" x 6" construction and covered with aluminium or wooden exteriors unless approved by the Committee.
- (e) All residence exteriors must be 90% covered in brick or stone or a combination thereof, excluding windows, doors and garage doors.

5. GENERAL MAINTENANCE. Each owner shall maintain and care for all improvements and all trees, foliage, side and rear lawns, and flower beds and plantings 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 development on 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 these covenants.

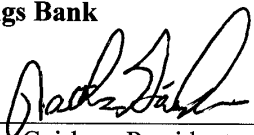
IN WITNESS WHEREOF, the undersigned have set his/her hands and seals this
13 day of August, 2013.

Book 2013 Page 47453
Recorded in the Above
DEED Book & Page
08/27/2013

FIREBLAZE VI, LLC
Owner of Lots 1 through 147 of
Thornbrook Subdivision


James Earl "Lyndy" Lindsey, Manager

**UNITED BANK, a Federally Chartered
Savings Bank**

BY: 
Nathan Gairhan, President and Chief
Executive Officer

Book 2013 Page 47454
Recorded in the Above
DEED Book & Page
08/27/2013

Benton County, AR
I certify this instrument was filed on
08/27/2013 2:36PM
and recorded in DEED Book
2013 at pages 47447 - 47454
Brenda DeShields-Circuit Clerk

ACKNOWLEDGMENT

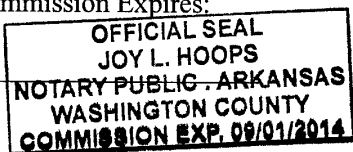
STATE OF ARKANSAS)
)SS
COUNTY OF BENTON)

On this the 13th day of August, 2013, before me, a notary public, the undersigned officer, personally appeared James Earl "Lyndy" Lindsey, manager of Fireblaze VI, LLC, who acknowledged himself to be the owner of Lot # _____, and that he, as such owner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as owner

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

Joy L Hoops
Notary Public

My Commission Expires:



ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF ~~BENTON~~ Washington)

On this the 9 day of August, 2013, before me, a notary public, the undersigned officer, personally appeared Nathan Gairhan, who acknowledged himself to be the President and Chief Executive Officer of United Bank, a Federally Chartered Savings Bank, who is the owner of certain real property located in the Thornbrook Subdivision, and that he, as such President and Chief Executive Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President and Chief Executive Officer.

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



Cheryl Thomas
Notary Public

Brenda DeShields--Circuit Clerk
Benton County, AR
Book/Pg: 2013/53049
Term/Cashier: CASH4/Laura L. Tway
09/26/2013 9:41:23AM
Tran: 259195
Total Fees: \$45.00

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SADDLE RIDGE SUBDIVISION

This Declaration made this 26th day of SEPTEMBER, 2013 by Fireblaze VI, LLC, an Arkansas Limited Liability Company (hereinafter referred to as "Owner"), owner of lot numbers 46 through 54, and lot numbers 60 through 141 of Thornbrook Village Subdivision (hereinafter referred to as the "Saddle Ridge Subdivision") as reflected upon a plat of said subdivision filed in Book Plat 2007 at Page 874 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 Declaration and;

NOW THEREFORE, the Owner declares that the lot numbers 46 through 54, and lot numbers 60 through 141 in the Saddle Ridge Subdivision 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.

1. ARCHITECTURAL CONTROL COMMITTEE

A. Designation of Committee. The Saddle Ridge Subdivision shall have an Architectural Control Committee (the "Committee"), consisting of a representative designated by the Owner until ninety percent (90%) of all Lots now subject to these covenants and restrictions are sold and have residential homes constructed thereon. When ninety percent (90%) of all lots in Saddle Ridge have been sold and have residential homes constructed thereon, the Owner shall appoint three (3) persons to constitute the Committee. After the terms of the 3 persons appointed by the Owner expire or terminate, the Committee members the members of the Committee, and all vacancies thereon, shall be appointed by the Board of Directors of the Saddle Ridge Property Owners Association.

B. Function and Authority of the Committee. No Dwelling, Building, Structure or other Improvement shall be constructed or maintained upon any Lot and no alteration or repainting to the exterior of a Dwelling, Building, Improvement or Structure shall be made and no landscaping performed unless complete plans, specifications and site plans showing the exterior design, height, building material and color scheme, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping and irrigation, fencing walls and windbreaks, sewage systems and the grading plan shall have been submitted in writing to and approved in writing by the Committee prior to the commencement of construction. Once the Committee has approved the plans and specifications, the Committee shall issue a

Book 2013 Page 53049
Recorded in the Above
DEED Book & Page
09/26/2013

letter to the Owner authorizing the Owner to commence the construction ("Letter"). A copy of the plans, specifications, and Lot plans as finally approved shall be deposited with the Committee. The Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decisions of the Committee shall be final, conclusive and binding upon the applicant. The Committee shall also have the option to employ a lawn maintenance company to maintain and mow all portions of Single Family Lot lawns that are visible from a public street, specifically excluding any portion of side yards that are located behind fences or gates in the event the Single Family Lot owner does not maintain the lawns and flower beds in a sightly manner.

C. Content of Plans and Specifications. The plans and specifications to be submitted and approved shall include the following:

- (i) A statement by the Owner and his architect, engineer, designer or other qualified person undertaking the design of the proposed Improvements that such parties have visited the site and have reviewed and are familiar with the applicable provisions of this Declaration, including the following design guidelines.
- (ii) A site plan drawn to scale indicating:
 - (a) Name of subdivision, lot, block, address and/or other required legal description of the property, and North directional arrow.
 - (b) Property lines, including streets, rights-of-way, lakes, casements, set back lines and all dimensions,
 - (c) Existing grade and location of proposed cut and/or fill, indicating approximate slope and height or depth of each (2' minimum interval).
 - (d) Proposed sewer system footprint.
 - (e) Drainage plans indicating drainage patterns away from building to swales, culverts and other drainage facilities.
 - (f) Parking and paving plans indicating the location of all parking areas, driveways and sidewalks.
 - (g) Location of utility services, including particularly the location of all above-ground equipment such as transformers, risers, meters, sewage grinder pumps and tanks and similar items.
 - (h) Approximate location, size and kind of existing and proposed trees greater than four inches in diameter measured at a point 3 feet above the grade.

- (i) Location of all structures, retaining walls, garbage and trash containers, decks, terraces, patios and similar outdoor living areas, walks, walls, fences, signs, fountains, air conditioner compressors and other HVAC equipment and components located outdoors, mechanical equipment, and other proposed improvements.
- (j) Location of contractor's temporary facility, outhouses and other temporary structures and items, to be used during construction.
- (k) Any temporary access to the site.
- (iii) Floor plans for all floors indicating interior room dimensions and use, the location and size of exterior windows, doors and other openings, the location of mechanical and electrical systems, or any other conceptual plans for which a review is requested by the Committee.
- (iv) Exterior elevations providing the exterior views of all structures, fences, signs and similar Improvements labeled in accordance with the site plan. The elevations shall include a brief description of all exterior materials, colors and finishes, including without limitation those of the walls, roofs, trim, chimneys, doors and windows. Building elevations shall be provided for all sides of the Dwelling.
- (v) Specifications or color boards as necessary to describe the (i) exterior wall materials (**acceptable exterior wall materials are brick, stone, cedar shake, hardiplank/masonite or wood; Dryvit, stucco, or a similar product is not acceptable**) and colors; (ii) roof materials and colors; (iii) door materials and colors; (iv) chimney materials; (v) stained or colored pavement materials; (vi) fencing and screening material; and (vii) any other exterior site improvements. Color and material descriptions shall be keyed to the exterior elevations, differentiating between general wall colors, fascia, railing, structural elements, door, trim and accent colors, and other elements of the structure.
- (vi) The landscaping plan indicating proposed plantings (by common and botanical names) and their sizes; exterior lighting system, including decorative, security and other types of illumination (including location and type of lighting fixtures), irrigation system, special landscape features including without limitation ponds and fountains; flower and vegetable gardens, and similar outdoor improvements. A residential landscaping irrigation system is required for the front yard of each Lot and such irrigation design and specifications shall be included in the plans and specifications submitted to the Committee. Bermuda or Fescue Sod, as deemed appropriate by the Committee, is required on all Lots.
- (vii) A fee in the amount of \$50.00 (checks are to be made payable to the Association) for costs or expenses the Committee may incur in reviewing, or having professionals review, the plans and specifications as submitted. Such fee

shall be non-refundable. The Committee reserves the right to waive all of or a portion of this fee.

D. Installation & Maintenance of Landscaping. All landscaping (irrigation, sod, plants and trees) installed during the initial construction of each Dwelling shall be approved by the Committee.

E. Definition of Improvement. "Improvement" shall mean and include all Dwellings, buildings and roofed structures, parking areas, fences, walls, hedges, mass plantings, poles, towers, antennas, driveways, swimming pools, signs, changes in any exterior color or shape, glazing or re-glazing of exterior windows with mirrored or reflective glass, and any other new exterior construction or exterior improvement which materially alters the appearance of any Lot and which may not be included in any of the foregoing.

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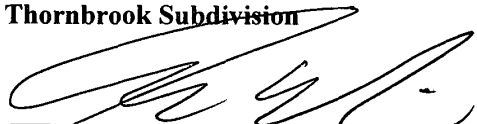
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26th IN WITNESS WHEREOF, the undersigned have set his/her hands and seals this
day of SEPTEMBER, 2013.

FIREBLAZE VI, LLC
Owner of Lots 46 through 54 of ANL 60 THROUGH 141 of
Thornbrook Subdivision

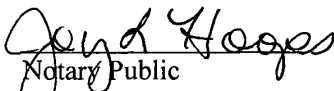

James Earl "Lyndy" Lindsey, Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF BENTON)

On this the 26th day of September, 2013, before me, a notary public, the undersigned officer, personally appeared James Earl "Lyndy" Lindsey, manager of Fireblaze VI, LLC, who acknowledged himself to be the owner of Lot numbers 46 through 54, and lot numbers 60 through 141, and that he, as such owner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as owner

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


Notary Public

My Commission Expires:

**OFFICIAL SEAL
JOY L. HOOPS
NOTARY PUBLIC . ARKANSAS
WASHINGTON COUNTY
COMMISSION EXP. 09/01/2014**

Benton County, AR
I certify this instrument was filed on
09/26/2013 9:41:23AM
and recorded in DEED Book
2013 at pages 53049 - 53055
Brenda DeShields-Circuit Clerk