

*Addendum*  
For: 65729 91  
Page: 8571  
*How: Holsen Bed*

228

BOOK 366 PAGE 29 FILED FOR RECORD  
At 1:45 O'Clock P.M.

PROTECTIVE COVENANTS  
for  
PUTMAN FIRST ADDITION  
A Part of the Garner-Larimore Area  
Benton County, Ark.

JUN 1 1964  
JOSEPHINE R. HEYLAND  
Clerk and Recorder  
BENTON COUNTY, ARK.

Location: Located in part of the Northeast Quarter of the Southwest Quarter in Section 2, Township 19 North, Range 29 West in Benton County, Arkansas

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The undersigned, Ray Harris and Darrow Garner, Trustees for the Putman First Addition do hereby establish and create the following protective covenants which shall apply to all lots, blocks, parcels and parts of lots and blocks as shown on the recorded plat of the above addition:

I.  
COVENANTS

- A. Land use and building type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.
- B. Dwelling cost, quality and size: No dwelling shall be permitted on any lot at a cost of less than \$16,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1350 square feet.
- C. Building location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any are shown thereon. No building shall be located nearer than 10 feet to an interior lot line, except that a 5 foot side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- D. Lot area and width: No dwelling shall be erected or placed on any less area than a complete lot as shown on the recorded plat.
- E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown, and over the front 10 feet of each lot.
- F. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No horses, cows, chickens or other farm animals may be kept on the premises, and no breeding of pets for sale may be carried on within this addition.
- G. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence either temporarily or permanently.

PROTECTIVE COVENANTS  
PUTMAN FIRST ADDITION

H. Sight distance at intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

II.  
GENERAL PROVISIONS

- A. Terms: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants will be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or any part.
- B. Enforcement: Enforcement shall be by proceedings at law or in equity against all persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- C. Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNES our hands and seals this 1 Day of June 1964.

Ray Harris  
Ray Harris--Trustee

Darrow Garner  
Darrow Garner--Trustee

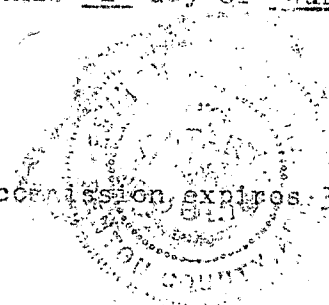
STATE OF ARKANSAS )  
                          ) ss  
COUNTY OF NEWTON )

On the 1 day of June 1964, before me a notary public duly commissioned, qualified and acting, within and for the county and state aforesaid, appeared in person Ray Harris and Darrow Garner, to me personally well known, and stated that they were the sole Trustees of the Putman First Addition, and are duly authorized in their respective capacities to execute the annexed and foregoing instrument, and that they had so signed, executed and delivered the same for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal on this 1 day of June 1964.

Ethel A. Spawter  
Notary Public

My commission expires 3-5-65



ADDENDUM TO PROTECTIVE COVENANTS FOR:  
PUTMAN FIRST ADDITION

We, the undersigned, being a majority of the owners of lots in Putman First Addition do hereby authorize the following amendment to Paragraph "F" of the Protective Covenants and the following amendments to Paragraphs "A" and "B" of the General Provisions covering this addition as recorded at Book 366, Pages 29 and 30 on June 1, 1964 in the Circuit Clerk's Office, Benton County, Arkansas.

"NUISANCES: Activities shall not be carried upon any lot or within any dwelling, nor shall anything be done thereon which may be or may become any annoyance to the neighborhood. Trash, limbs, leaves, tall grass or weeds in the maintained area shall not be allowed to accumulate. No burning of trash or debris without advance notice to the Beaver Lake Fire Department. Real estate signs or for sale by owner signs and open house signs during the hours of showing shall be permitted provided they are placed at least five(5) feet from the street. All other signs are prohibited. Commercial activities of any nature are prohibited from being carried on within this subdivision. One (1) garage sale per residence shall be permitted provided the sale does not exceed two (2) consecutive days in a year. Trailers of any type, recreational vehicle, camper, bus, boat, pickup shell, or any inoperative vehicle shall not be kept on any lot for more than five(5) days unless it shall be enclosed from view from any street or neighbor. Semi-trailer trucks and vehicles over one(1) ton shall be prohibited from parking in the street, driveway or yard of property owners for longer than four(4) hours unless performing repairs or services to a residence. Passenger vehicles shall be parked on driveway off street. Pets shall be leashed or penned at all times. Pets creating a nuisance shall not be allowed. No horses, cows, chickens or other farm animals may be kept on the premises and no breeding of pets for sale may be carried on within this addition. Only umbrella type clotheslines shall be allowed.

"OUTBUILDINGS: Buildings unattached to a main residence and separated from the main residence shall be deemed an outbuilding. Temporary or permanent outbuildings shall not be constructed or erected on any lot unless they are of the color and material substantially and compatible with the main residence. Outbuildings existing on any lot not conforming to this covenant on the date this addendum is recorded shall be removed at such time the property is either sold, conveyed or transferred to another party.

*James M. Feels*  
*417 Putman*  
*Loyce Ann*  
*19754*

FILED FOR RECORD  
At 1:30 O'clock P M

JUL 03 1989  
SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

*26750*



"NON-OCCUPIED RESIDENCE OR LOT: A residential property vacated for four(4) months or longer for which the exterior or the residence or grounds are not being maintained shall be deemed a non-occupied residence. A non-occupied residence shall be ordered to be maintained by a majority vote of the duly constituted Property Owners Association Board of Directors in existence at such time and the costs of the maintenance shall be billed to the property owner if not otherwise borne by the property owner.

"PROPANE TANKS: Above ground propane tanks shall be prohibited unless they are enclosed from view from any street or neighbor.

"TELEVISION SATELLITE DISHES: "Satellite Dishes shall be prohibited."

"FRONT YARD FENCES: Wire or pipe fences of any kind including chain link, chicken wire, barbed wire, or any type of pipe fence shall not be permitted in the front or side yards of any home or vacant lot.

## II. General Provisions

A:

"TERMS: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten(10) years, unless they are amended during this period, and shall be automatically extended for successive 10-year periods. These covenants may be amended by a recorded instrument signed by no more than one of the legal owners of each of a majority of the number of lots in this addition agreeing to change these covenants in part or in whole."

B:

"ENFORCEMENT: The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition or subdivision and bind the present owners, their heirs, successors and assigns, future owners and their heirs successors and assigns. All parties claiming by, through, or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, and with owners, as to the covenants and agreements herein set forth and contained. None of the covenants and agreements shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the addition or subdivision. The developer, the Prairie Creek Association (a non-profit corporation), or any owner or owners of lots in this addition or subdivision, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas.



ACKNOWLEDGEMENT

STATE OF ARKANSAS  
COUNTY OF BENTON

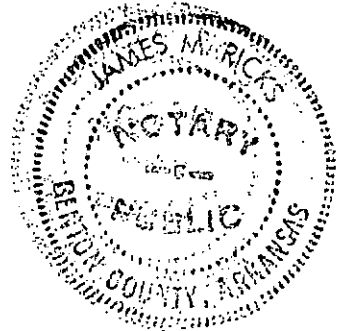
On this the 29 day of June 1989, before me, a Notary Public within and for the state and county aforesaid, duly commissioned and acting, personally appeared

Jack B and Jo Layne Centry, CM + Edna  
Lucille Hanson, Arthur + Maudine Turney,  
Irving + Wilma Dotseth, Don R +  
Novella Fletcher.

to me well known who stated upon oath that they had executed the above and foregoing instrument for the considerations set forth herein.

James M. Ricks  
Notary Public

My Commission expires: June 20, 1996



12  
96 094408

FILED FOR RECORD  
At 1101 O'clock A.M.

Page 1 of 4

Recording Number: NOV 19 1996

ADDENDUM TO PROTECTIVE COVENANTS FOR: SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.  
*PUTMAN FIRST ADDITION*  
(Applicable Covenant Goes Here)

We the undersigned, being a majority of the owners of lots in *PUTMAN FIRST ADDITION* do hereby authorize the following amendment to paragraph F AND G of the Protective Covenants and the following amendments to paragraphs A and B of the General Provisions covering this addition as recorded at Book 366, Page 29 and 30 on JUNE 1, 1964 in the Circuit Clerk's Office, Benton County, Arkansas.

**NUISANCES:**

- o Activities shall not be carried upon any lot or within any dwelling, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
- o Trash, limbs, leaves, tall grass or weeds in the maintained area shall not be allowed to accumulate as to become a eyesore to the area.
- o Burning of garbage is prohibited. Burning of yard waste or debris shall be permitted with advance notice to the Beaver Lake Fire Department.
- o Real Estate signs, for sale by owner signs and open house signs shall be permitted provided they are placed at least five (5) feet within the property boundaries. All other signs are prohibited.
- o Commercial activities (except for home offices that cause no activity or appearance change in the neighborhood) are prohibited from being carried on within this subdivision.
- o One (1) garage sale per residence shall be permitted, provided the sale does not exceed two (2) consecutive days in a year.
- o Trailers of any type, recreational vehicle, camper, bus, boat, pickup shell, or any inoperative vehicle shall not be kept on any lot for more than five (5) days unless it is enclosed from view from any street or neighbor.
- o No mechanical work may be done on vehicles on driveway or in view of street if work requires dismantling of parts from vehicle causing vehicle to be inoperative in excess of five (5) days.
- o Semi-trailer trucks, vehicles over one (1) ton and vehicles of a obvious commercial type shall be prohibited from parking in the street, driveway or yard of any property for longer than four (4) hours unless performing repairs or services to a residence.
- o Resident vehicles shall be parked on driveway.
- o Pets shall be leashed or contained at all times. Pets creating a nuisance shall not be allowed. No horses, cows, chickens or other farm animals may be kept on the premises, and no breeding of pets for sale may be carried on within this addition.

This space for use by County Recorder's Office only.

J. Hunt  
15597 Putman Rd  
Rogers 72756

19179

**96 094409**

Page 2 of 4

Recording Number: \_\_\_\_\_

**OUTBUILDINGS:**

Buildings unattached to a main residence and separated from the main residence shall be deemed an out-building. Temporary or permanent outbuildings shall not be constructed or erected on any lot unless they are compatible with the main residence. Outbuildings existing on any lot not conforming to this covenant on the date this addendum is recorded shall be removed at such time the property is either sold, conveyed or transferred to another party.

**NON-OCCUPIED RESIDENCE OR LOT:**

A residential property vacated for four (4) months or longer for which the exterior or the residence or grounds are not being maintained shall be deemed a non-occupied residence. A non-occupied residence shall be ordered to be maintained by a majority vote of the duly constituted Prairie Creek Association Board of Directors existence at such time and the costs of the maintenance shall be billed to the property owner or not otherwise borne by the property owner.

**PROPANE TANKS:**

Must comply with State of Arkansas LPG regulations and should concur with Beaver Lake Fire Department recommendations.

**SATELLITE DISHES:**

Over 24 inches must not be visible from street, and must have concurrence of adjacent property owners prior to installation.

**FRONT YARD FENCES:**

Wire or pipe fences of any kind including chain link, chicken wire, barbed wire, or any type of wood or man made fence material, including fences degrading to the neighborhood deemed by a majority of Prairie Creek Association Board of Directors shall not be permitted in the front yard of any home or vacant lot.

*Definition: Under "Nuisances", paragraph 1, annoyance is defined as: To irritate, bother, or make somewhat angry as by repeated action, noise etc... Harm by repeated attacks, harassment, molest.*

*Definition: Under "Nuisances", paragraph 2, eyesore is defined as: A thing that is unpleasant to look at.*

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**96 094409**

Page 2 of 4

Recording Number: \_\_\_\_\_

**OUTBUILDINGS:**

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A residential property vacated for four (4) months or longer for which the exterior or the residence or grounds are not being maintained shall be deemed a non-occupied residence. A non-occupied residence shall be ordered to be maintained by a majority vote of the duly constituted Prairie Creek Association Board of Directors existence at such time and the costs of the maintenance shall be billed to the property owner or not otherwise borne by the property owner.

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Over 24 inches must not be visible from street, and must have concurrence of adjacent property owners prior to installation.

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*Definition: Under "Nuisances", paragraph 2, eyesore is defined as: A thing that is unpleasant to look at.*

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96 094410

Page 3 of 4

Recording Number: \_\_\_\_\_

**GENERAL PROVISIONS**

**TERMS:**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years, unless they are amended during this period, and shall be automatically extended for successive ten (10) year periods. Amendments will be made by a vote of the majority of landowners, one vote per lot for the legal owners.

**ENFORCEMENT:**

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition or subdivision and bind the present owners, their heirs, successors and assigns. All parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, with the owners, as to the covenants and agreements herein set forth and contained. None of the covenants and agreements shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the addition or subdivision. The developer, the Prairie Creek Association (A non-profit corporation), or any owner or owners of lots in this addition subdivision, shall have the right to enforce the provisions contained in these covenants or any of their addendum's or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

The above amendments to covenant E&G and General Provisions A and B will in no way affect the other Covenants and General Provisions as covered in the Protective Covenants filed at book 366, page 29 and 30 on June 1 1964 in the Circuit Clerk's Office, Benton County, Arkansas, covering the PUTMAN FIRST ADDITION.

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96 094410

Page 3 of 4

Recording Number: \_\_\_\_\_

**GENERAL PROVISIONS**

**TERMS:**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years, unless they are amended during this period, and shall be automatically extended for successive ten (10) year periods. Amendments will be made by a vote of the majority of landowners, one vote per lot for the legal owners.

**ENFORCEMENT:**

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition or subdivision and bind the present owners, their heirs, successors and assigns. All parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, with the owners, as to the covenants and agreements herein set forth and contained. None of the covenants and agreements shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the addition or subdivision. The developer, the Prairie Creek Association (A non-profit corporation), or any owner or owners of lots in this addition subdivision, shall have the right to enforce the provisions contained in these covenants or any of their addendum's or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

The above amendments to covenant E&G and General Provisions A and B will in no way affect the other Covenants and General Provisions as covered in the Protective Covenants filed at book 366, page 29 and 30 on June 1 1964 in the Circuit Clerk's Office, Benton County, Arkansas, covering the PUTMAN FIRST ADDITION.

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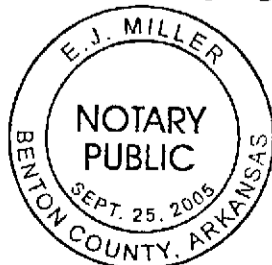
WITNESSETH OUR HANDS AND SEALS THIS 10<sup>TH</sup> DAY OF June 1996.

Lot Number	Owner	Signature
	Harshell Carlyle	15403- Dutchman Dr
	Kolore Carlyle	" " "
LOT # NORTH HALF OF LOT 3	Dwight W. Dutsch	15437 " "
	W. Dutsch	15437 " "
10 & 11	Miller	15378 Dutchman
10 & 11	Barbara J. Miller	15378 Dutchman
8 & 9	Jackie Howell	Lot 849 Lower Dutchman
8 & 9	H. A. Rozell	Lot 849 Lower Dutchman
	Berry Spach	15362 Dutchman
2.7 1/2 of 3	Hether Turney, Jr	15453 Dutchman
	Maurice Turney	15453 Dutchmans Drive

ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF BENTON

On this the 10<sup>TH</sup> day of June 1996, before me, a Notary Public within the State and County aforesaid, duly commissioned and qualified acting, they personally appeared to me will known who stated upon oath that they had executed the above and foregoing instrument for the considerations set forth herein.



September 25, 2005  
My commission expires

E. J. Miller  
Notary Public

96 094411

Recording Number: \_\_\_\_\_

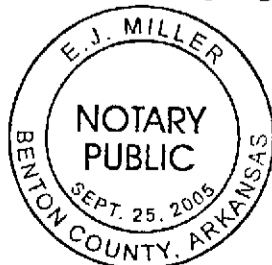
WITNESSETH OUR HANDS AND SEALS THIS 10<sup>TH</sup> DAY OF June 1996.

Lot Number	Owner	Signature
	<u>Nashell Carlyle</u>	<u>15403- Dutchman Dr</u>
	<u>Colois Carlyle</u>	<u>" " "</u>
<u>LOT # NORTH HALF OF LOT 3</u>	<u>Dwight W. Dutsch</u>	<u>15437 " "</u>
<u>10 &amp; 11</u>	<u>W. Dutsch</u>	<u>15437 " "</u>
<u>10 &amp; 11</u>	<u>Miller</u>	<u>15378 Dutchman</u>
<u>8 &amp; 9</u>	<u>Barbara J. Miller</u>	<u>15378 Dutchman</u>
<u>8 &amp; 9</u>	<u>Jackie Howell</u>	<u>Lot 849 Lower Dutchman</u>
	<u>H. A. Rozell</u>	<u>Lot 849 Lower Dutchman</u>
	<u>Berry Smith</u>	<u>15362 Dutchman</u>
<u>2.7 1/2 of 3</u>	<u>Hether Turner, Jr</u>	<u>15453 Dutchman</u>
	<u>Maurice Turney</u>	<u>15453 Dutchmans Drive</u>

ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF BENTON

On this the 10<sup>TH</sup> day of June 1996, before me, a Notary Public within the State and County aforesaid, duly commissioned and qualified acting, they personally appeared to me will known who stated upon oath that they had executed the above and foregoing instrument for the considerations set forth herein.



September 25, 2005  
My commission expires

E. J. Miller  
Notary Public



8

97 065729

Page 1 of 2, July 1997

Recording Number: \_\_\_\_\_

**ADDENDUM TO PROTECTIVE COVENANTS FOR:**

**PUTMAN FIRST ADDITION**

We the undersigned, being a majority of the owners of lots in PUTMAN FIRST ADDITION do hereby authorize the following amendment to paragraph G of the Protective Covenants and the following amendment to paragraph A of the General Provisions covering this addition as recorded at Book 366, Page 29 and 30 on June 1, 1964, and as amended, in the Circuit Clerk's Office, Benton County, Arkansas.

**FRONT YARD FENCES:**

Decorative Fences of wood, stone, wrought iron, or some combination of those materials, not to exceed four and one-half feet in height, shall be permitted in the front yard of any property having a retaining wall in the front of the property, or where it is necessary to provide safety for property owners and their guests.

**TERMS:**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years, unless they are amended during this period, and shall be automatically extended for successive ten (10) year periods. Amendments will be made by a vote of the majority of the then property owners of PUTMAN FIRST ADDITION, one vote per lot, or portion thereof, for the legal owners.

The above amendments to Protective Covenant G and General Provision A will in no way affect the other Covenants and General Provisions as covered in the Protective Covenants filed at book 366, page 29 and 30 on June 1, 1964 in the Circuit Clerk's Office, Benton County, Arkansas, covering the PUTMAN FIRST ADDITION.

**FILED FOR RECORD**

At 11 O'clock A M

**AUG 05 1997**

**SUE HODGES**  
Clerk and Recorder  
BENTON COUNTY, ARK.

James Brooks  
15403 Outchmans Dr.  
Rogers, AR 72756

13402

Recording Number: \_\_\_\_\_

**ADDENDUM TO PROTECTIVE COVENANTS FOR:  
PUTMAN FIRST ADDITION**

WITNESSETH OUR HANDS AND SEALS THIS 31<sup>ST</sup> DAY OF JULY 1997.

Lot Numbers	Owner	Signature
<u>5, part 6, part 11</u>	<u>James &amp; Ellen Brooks</u>	<u>James Brooks Ellen M. Brooks</u>
<u>697</u>	<u>Dan Bolain</u>	<u>Dan Bolain</u>
<u>TRAIL E</u>	<u>C. M. Yim</u>	<u>Lucille Hinson</u>
<u>Track C+D</u>	<u>Sauir &amp; Mary Sidani</u>	<u>Sauir Sidani M. Sidani</u>
<u>LOT 1</u>	<u>NELLA McPRARY</u>	<u>Nella McPrary</u>
<u>lot 849</u>	<u>D. A. Rozell</u>	<u>D. A. Rozell</u>
_____	_____	_____
_____	_____	_____

**ACKNOWLEDGMENT**

STATE OF ARKANSAS  
COUNTY OF BENTON

On this the 31<sup>ST</sup> day of July 1997, before me, a Notary Public within the State and County aforesaid, duly commissioned and qualified acting, they personally appeared to me will known who stated upon oath that they had executed the above and foregoing instrument for the considerations set forth herein.

January 25, 2005  
My commission expires

Richard J. Feltner  
Notary Public

