

PROTECTIVE COVENANTS
FOR
PROPOSED TWIN LAKES ESTATES, A SUBDIVISION IN BENTON COUNTY, ARK.

The undersigned, Land Investments, Inc. of Rogers, Benton County, Ark., and the Koch Co. of Fayetteville, Washington County, Ark., being sole owners of all the proposed Twin Lakes Estates, a subdivision in Benton County, Arkansas, do hereby establish and create the following protective covenants which shall apply to all lots, blocks, parcels and parts of lots and blocks in said Subdivision.

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. No lot or group of lots may be divided for the purpose of a builder or builders erecting more than one residence per platted lot.
- B. Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 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 dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1400 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.
- 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. In any event no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 25 feet to any side street line. 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. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes 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 building plot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any building plot having an area of less than 14000 square feet.
- E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as per recorded plat.
- 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.
- G. Temporary structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence either temporarily or permanently.

FILED FOR RECORD

At 2:00 O'Clock P. M.

JUN 1 1960

SHERMAN KINYON
Clerk and Recorder
BENTON COUNTY, ARK.

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 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 line, or in the case of a rounded property corner 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. Term: 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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 in part.
- B. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or 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.

WITNESS OUR HANDS THIS 1st day of June, 1960

THE KOCH CO.

LAND INVESTMENTS, INC.

By: Carl Koch, Pres
Warren Danner, P.O.R.

By: F. J. Larimore Pres.
Attest Warren Danner Secy.

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF BENTON)

On this 1 day of June 1960, before me a Notary Public duly commissioned, qualified and acting, within and for the county and State aforesaid, appeared in person the within named F. J. Larimore and Warren Danner to me personally well known, who stated that they were President and Secretary of Land Investments, Inc., and Carl Koch to me personally well known who stated that he was owner of the Koch Co., and were duly authorized in their respective capacities to execute the annexed and foregoing instrument for and in the name and behalf of said company and corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, use 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, 1960.

My commission expires March 1, 1961



Esther A. Spusta
Notary Public

75

1st. AMENDMENT
TO
PROTECTIVE COVENANTS
FOR
PROPOSED TWIN LAKES ESTATES, A SUBDIVISION IN BENTON COUNTY, ARK.

JUL 12 1960

SHERMAN KINYON
Clerk and Recorder
BENTON COUNTY, ARK.

The undersigned being sole owner of all of "Twin Lakes Estates", as shown by the recorded plat, shown at Plat Record "E" at Page 10 of the Records of Benton County, Arkansas, do hereby amend the protective covenants for said Subdivision as shown at Deed Record 335, at Pages 207-208 of the records of Benton County, Arkansas, as follows:

The Protective Coveantns for "Twin Lakes Estates" referred to hereinabove, shall, from and after the recording of this amendment, apply only to Blocks "A", "B" and "C" as shown by "A" Replat of Twin Lakes Estates" shown at Plat Record D at Page 76 of the Plat records of Benton County, Arkansas.

It is the the express intent, by mutual agreement of the undersigned, that the Protective Covenants, as hereinabove referred to, shall no longer restrict or affect or be henceforth binding upon any other protion of portions of lands shown at jPlat Record "E" at Page 10 of the Plat Records of Benton County, Arkansas, other than as specifically hereinabove set out.

All other provision, covenants, restrictions, stipulations, and conditions of said Protective Covenants shall remain in full force and effect.

WITNESS our hands this 12 day of July, 1960.

THE KOCH CO.
By [Signature]
James R. Hale

LAND INVESTMENT, INC.
By [Signature] Pres.
Att: [Signature] Sec.
Maitland Duffy
Dorothy Duffy

STATE OF ARKANSAS
COUNTY OF BENTON SS:

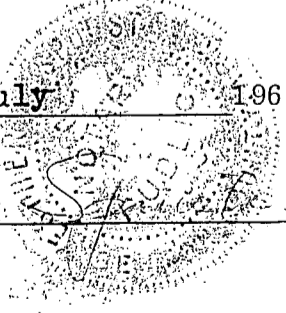
Before me, a Notary Public, personally appeared
C. E. Koch, James R. Hale, F. G. Larimore, Darrow Garner
Maitland Duffy and Dorothy Duffy

known to me to be the persons who affixed their names to the above instrument and acknowledged that they had executed the same for and on behalf of said companies, and their own uses, for the uses and purposes therein contained.

Witness my hand and official seal this) 12 day of July 1960

My Com. Ex: March 1, 1961

[Signature]
Notary Public.



JUL 12 1960

COVENANT OF RESTRICTION

SHERMAN KINYON
Clerk and Recorder
BENTON COUNTY, ARK.

WHEREAS, the undersigned are the owners of a part of the SW 1/4 of Section 5, in Township 19 North, Range 29 West of the 5th Principal Meridian of which the "Replat of Twin Lakes Estates" is a part, and

WHEREAS, the undersigned are desirous of protecting said subdivision by proper lot area and width restrictions imposed on future building plots externally adjacent to said Replat.

NOW THEREFORE, the undersigned do hereby establish and create this covenant of restriction which shall apply to all building plots hereafter established which will abut the boundaries of the subdivision "Twin Lakes Estates" as shown by the Replat of said Subdivision at Plat Record D, Page 76 of the Plat Records of Benton County, Arkansas.

"No dwelling shall be erected or placed on any building plot Having a width of less than 150 feet at the street lot line, nor shall any dwelling be erected or placed on any building plot having an area of less than 30,000 square feet."

The covenant shall 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 of recording, after which time same shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lands has been recorded, agreeing to change said covenant in whole or in part.

WITNESS our hands this 12 day of July, 1960.

THE KOCH CO.

LAND INVESTMENTS, INC.

By

C. E. Koch
James R. Hale

By

F. G. Larimore Pres.
Darrow Garner Sec.
Maitland Duffy
Dorothy Duffy

STATE OF ARKANSAS

COUNTY OF Benton ss

Before me, a Notary Public, personally appeared C. E. Koch, James R. Hale, F. G. Larimore, Darrow Garner
Maitland Duffy & Dorothy Duffy known to me to be the persons who affixed their names to the above instrument and acknowledged that they had executed the same for and on behalf of said companies for the uses and purposes therein contained.

Witness my hand and official seal this 12 day of July 1960

My Com Ex: March 1, 1961

Esther A. Spaulding
Notary Public.



4.00

474 PAGE 244

FILED FOR RECORD

At 11:00 O'Clock A.M.

REVISED PROTECTIVE COVENANTS
for
TWIN LAKES ESTATES

APR 29 1974

JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK.

We, the undersigned, being a majority of the owners of TWIN LAKES ESTATES, do hereby revise and amend the protective covenants shown at Benton County, Arkansas Deed Record 335 at page 207 thereof, by establishing and creating 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 said Subdivision in the Office of the Recorder of Benton County, Arkansas.

I.
COVENANTS.

- A. Land Use and Building Type. No lot shall be used, except for residential purposes; no dwelling shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed 2½ stories in height and a private garage for not more than three (3) cars. No lot or group of lots may be divided for the purpose of a builder or builders erecting more than one residence per platted lot. No lot shall be altered for the purpose of building more than one residence per lot or to permit a larger number of houses in this plot than the total number of lots.
- B. Dwelling Cost, Quality, and Size. No dwelling shall be permitted on any lot having less than 1,800 square feet of living area for a one-story dwelling, nor less than 1,800 square feet on the main floor for a dwelling of more than one story, and the combined enclosed living area, exclusive of porches and garages of either a one-story or two-story dwelling shall not be less than 1,800 square feet on the main floor.
- C. Building Location. No building shall be located on any lot nearer to the front lot line nor 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 25 feet to the front lot line nor nearer than 10 feet to an interior lot 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. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if any are shown, and over the front 5 feet of each lot.
- E. Nuisances. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or 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. No pets shall be allowed to run loose in the neighborhood. No signs of any nature may be placed on

21A 100225

the premises once the dwelling has been completed and occupied. No travel trailer, camper, travel bus, truck larger than $\frac{1}{2}$ -ton pickup, boat, boat trailer, or inoperative car or truck may be kept on any lot for more than two days unless it shall be enclosed or screened from sight. No mechanical work on car, truck, or motorcycles shall be allowed in view from the street. Only umbrella-type clotheslines shall be allowed.

- F. 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. No trailer shall be kept on any lot for more than two days except for use as a construction office during the construction of a residence.
- G. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway 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 twenty-five feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway, or alley pavement. No trees 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.

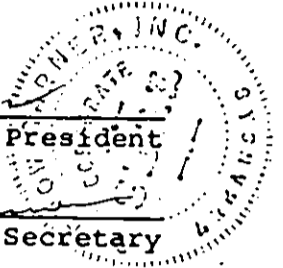
- A. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years, from the date these covenants are recorded, after such time said covenants shall be automatically extended for successive periods of ten years 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 in 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.

IN WITNESS WHEREOF, this instrument is hereby executed this
day of April, 1974.

DARROW GARNER, INC.

by *Darrow Garner*
Darrow Garner, President

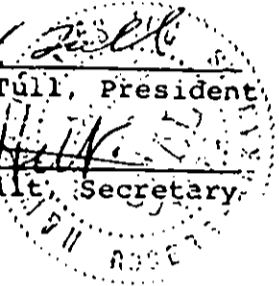
Att: *Mary Ruth Garner*
Mary Ruth Garner, Secretary



H & W ENTERPRISES, INC.

by *Lemuel H. Tull*
Lemuel H. Tull, President

Att: *T. V. Hilt*
T. V. Hilt, Secretary

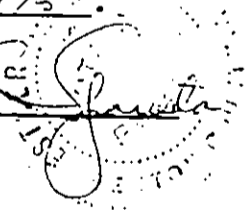


STATE OF ARKANSAS)
COUNTY OF BENTON)

BE IT REMEMBERED, that before me, a Notary Public, duly commissioned, qualified, and acting within and for the State and County aforesaid, appeared DARROW GARNER, MARY RUTH GARNER, LEMUEL H. TULL, and T. V. HILT, the president and secretary of DARROW GARNER, INC., and the president and secretary of H & W ENTERPRISES, INC., respectively, known to me to be the persons who executed the above and foregoing instrument, and did acknowledge that they had done so in such capacities, for and on behalf of such corporations, for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 29 day of April, 19 74.

Evelyn C. Spawth
Notary Public



My Commission Expires:

March 5, 1977

H. W Enterprises, by T. V. Hilt
601 N. Walnut
Rogers

PROTECTIVE COVENANTS
for
TWIN LAKE ESTATES
Block "D" Lots 1-6 and Block "E"

MAY 4 1979
JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK.

Location: A part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and a part of the SW $\frac{1}{4}$ of Section 5, all in Township 19 North, Range 29 West, Benton County, Arkansas

The undersigned Darrow Garner, Inc., being the sole owner of Block "D" Lots 1-6 and Block "E" of Twin Lake Estates, does hereby authorize, establish and create the following Protective Covenants which shall apply to all lots, blocks, parcels and parts of lots as shown on the recorded plat of the above subdivision.

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 a one single-family dwelling not to exceed two and 1/2 stories in area, and one detached garage building, if garage is not attached to house.
- B. Dwelling cost, quality and size: No dwelling shall be permitted on any lot having less than 1800 square feet of enclosed living area for a one-story dwelling, nor less than 1800 square feet on the main floor for a dwelling of more than one story, and the combined enclosed living area exclusive of porches and garages of either a one story or two story dwelling shall not be less than 1800 square feet on the main floor.
- C. Building location: No building shall be located on any lot nearer the front lot line nor 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. 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 the equivalent of the smallest lot in this addition 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 five 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 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. No pets shall be allowed to run loose in the neighborhood. No signs of any nature may be placed on the premises once the dwelling has been completed and occupied. No travel trailer, camper, travel bus, truck larger than 1/2 ton pickup, boat, boat trailer, or inoperative car or truck may be kept on any lot for more than two days unless it shall be enclosed or screened from sight. No mechanical work on car, truck or motorcycle shall be allowed in view from the street. Only umbrella type clotheslines shall be allowed.
- G. Temporary Structures: No structure of a temporary character, trailer, motor bus, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a

PROTECTIVE COVENANTS
TWIN LAKE ESTATES
Block "D Lots 1-6, and Block "E"

- G. Temporary Structures: (Cont'd) residence, either temporarily or permanently. No trailer or motor bus shall be kept on any lot for more than 2 days except for use as a construction office during the construction of the residence.
- 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 trees 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. Term: 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 damage.
- 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.

WITNESSETH: the hands and seals of Darrow Garner, president and Mary Ruth Garner, Secretary of Darrow Garner, Inc., owner this 3rd day of May 1979.

DARROW GARNER, INC.

By Darrow Garner Pres.

Attest: Mary Ruth Garner Secy.

STATE OF ARKANSAS)
COUNTY OF BENTON) ss

On the 3rd day of May 1979 before me a Notary Public, duly commissioned, qualified and acting within and for the county and state aforesaid, appeared Darrow Garner, president, and Mry Ruth Garner, secretary of Darrow Garner, Inc., owner and developer, to me personally well known, and stated that they being authorized to do so had executed the 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 this 3rd day of May 1979.

[Signature]
Notary Public

My commission expires:
March 7, 1981

4.00
FILED FOR RECORD

At 1:00 O'clock P.M.

500 548 PAGE 334

OCT 12 1979

JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK.

PROTECTIVE COVENANTS
for
TWIN LAKE ESTATES

Block D, lots 7 to 11
Block F, lots 1 to 15
Block G, lots 1 to 9

Location: A part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and a part of the SW $\frac{1}{4}$ of Section 5, Township 19 North, Range 29 West Benton County, Arkansas

The undersigned Darrow Garner, Inc., being the sole owner of Block D, lots 7 to 11, Block F, lots 1 to 15 and Block G lots 1 to 9 of Twin Lake Estates, does hereby authorize, establish and create the following Protective Covenants which shall apply to all lots, blocks, parcels and parts of lots as shown on the recorded plats of the above subdivisions.

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 a one single-family dwelling not to exceed two and 1/2 stories and one detached garage building, if garage is not attached to house.
- B. Dwelling cost, quality and size: No dwelling shall be permitted on any lot having less than 1800 square feet of enclosed living area for a one-story dwelling, nor less than 1800 square feet of enclosed living area on the main floor for dwellings of more than one story.
- C. Building location: No building shall be located on any lot nearer the front lot line nor 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. 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 the equivalent of the smallest lot in these additions as shown on the recorded plats.
- E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats, if such are shown, and over the front five 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 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. No pets shall be allowed to run loose in the neighborhood. No signs of any nature may be placed on the premises once the dwelling has been completed and occupied. No travel trailer, camper, travel bus, truck larger than 1/2 ton pickup, boat, boat trailer, or inoperative vehicle may be kept on any lot for more than two days unless it shall be enclosed or screened from sight. No mechanical work on car, truck or motorcycle shall be allowed in view from the street. Only umbrella type clotheslines shall be allowed.
- G. Temporary Structures: No structure of a temporary character, trailer, motor bus, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer or motor bus shall be kept on any lot for more than 2 days except for use as a construction office during the construction of the residence.

Ret. Darrow Garner Inc
1955 Hwy 12 East 72756

PROTECTIVE COVENANTS
TWIN LAKE ESTATES

Block D, lots 7 to 11 - Block F, lots 1 to 15 - Block G lots 1 to 9

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 trees 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. Term: 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 damage.
- 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..

WITNESSETH: The hands and seals of Darrow Garner, president, and Mary Ruth Garner, Secretary of Darrow Garner, Inc., owner, this 12th day of September 1979.

DARROW GARNER, INC.

By Darrow Garner Pres.

Attest: Mary Ruth Garner Secy.

STATE OF ARKANSAS)
COUNTY OF BENTON) ss

On the 12th day of September, 1979 before me a Notary Public, duly commissioned, qualified and acting within and for the county and state aforesaid, appeared Darrow Garner, president, and Mary Ruth Garner, secretary, of Darrow Garner, Inc., owner and developer, to me personally well known, and stated that they being authorized to do so had executed the 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 this 12th day of September 1979.

Esther A. Spawter
Notary Public

My commission expires March 7, 1981

