

2003 26756
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Brenda DeShields-Circuit Clerk
Benton County, AR

**DECLARATION OF COVENANTS OF ASSURANCE AND RESTRICTIONS OF THE
SONOMA VALLEY SUBDIVISION TO THE CITY OF CENTERTON, ARKANSAS**

KNOW ALL MEN BY THE PRESENTS:

WITNESS:

WHEREAS, the undersigned (herein referred to as Developer) is now the owner of all of the Lots of the Sonoma Valley Subdivision as reflected upon a plat of said subdivision filed in Plat Book ___ at Page No. _____ of the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and which plat is, by reference, made a part of this Declaration, and this Declaration is likewise made a part by reference of said plat;

NOW, THEREFORE, the Developer declares that the lots in said Sonoma Valley Subdivision are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth or as hereinafter changed or amended.

**ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION**

1.1. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located and situated in Benton County, Arkansas, and which subdivision is located on the following lands, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

**ARTICLE II
DEFINITIONS**

2.1. The following terms as used in this Declaration of Covenants of Assurance and Restrictions are defined as follows:

- a. "Declaration" means this Declaration of Covenants of Assurance and Restrictions for the Sonoma Valley Subdivision to the City of Centerton, Arkansas.
- b. "Property" means the Sonoma Valley Subdivision to the City of Centerton, Arkansas, as the same may be shown on the plat referenced hereinabove and recorded in Benton County, Arkansas.
- c. "Lot" means any numbered Lot designated on the Plat of the property, except as may be herein excepted.

- d. "Plat" means the map of the plat of the Sonoma Valley Subdivision to the City of Centerton, Arkansas, as it is recorded.
- e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot subject to this Declaration, except that such term shall not mean Developer regardless of whether Developer has a fee simple interest in any lot.
- f. "Developer" shall mean and refer to Centerton Development, LLC.
- g. "Subdivision" shall mean the Sonoma Valley Subdivision to the City of Centerton, Arkansas, as per plat on file in the office of the Circuit Clerk, and Ex-Officio Recorder of Benton County, Arkansas.
- h. "Association" shall mean and refer to the Sonoma Valley Homeowners Association, Inc., a non-profit corporation which is now or shall be organized and existing pursuant to the laws of the State of Arkansas.
- i. "Common Properties" shall mean and refer to those real properties owned by or hereafter acquired by the Association, including, but not limited to, the Detention Basins as the same are shown on the Plat. Common properties are intended to be devoted to the common use and enjoyment of owners of the properties.
- j. "ARC" shall mean and refer to the Architectural Review Committee as established and maintained by the Association.

ARTICLE III RESTRICTIONS ON LOTS

3.1. Fences: Before any fence may be constructed on any Lot, plans must be submitted to the ARC showing the materials to be used and the location of the fence and such plans must be approved by the ARC in accordance with the procedures set forth herein; provided, however, that, in no event shall any fence be built which would detract from the appearance of the Property. All privacy fences shall be constructed so that the framing shall be toward the inside of the owner's Lot and shall be constructed at a height of six (6) feet to maintain uniformity. Fences shall be constructed of wood, wrought iron or masonry. There shall be no chain link or cyclone fences allowed.

3.2. Nuisances: No noxious or offensive activities or nuisances shall be permitted on any Lot or Common Area.

3.3. Signs: No person shall erect or maintain upon any Lot, or improvement thereto, any sign or advertisement, except a real estate sign when the property is listed for sale, provided, however, that this restriction shall not apply to Developer during development and construction of the Subdivision.

3.4. Animals: No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance and all Owners shall comply with applicable laws, ordinances and regulations concerning animals.

3.5. Garbage and Refuse Disposal: No Owner shall accumulate on his or her Lot litter, refuse or garbage, except in approved receptacles.

3.6. Limited Access: There shall be no access to any Lot on the perimeter except from designated streets or roads within the Subdivision.

3.7. Drilling and Mining: No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

3.8. Parking on the Streets: No vehicles may be parked overnight in the streets of the Subdivision. Owners shall provide sufficient off-street parking to accommodate the vehicles used by their families and guests. Furthermore, no semi-trailer trucks or commercial vehicles shall be allowed to park in the Subdivision, either on the streets or on the Lots, provided, however, that this restriction shall not apply to Developer or builders during construction and development of the Subdivision.

3.9. Structures other than Dwellings: No trailer, manufactured home, mobile home, tent, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the rear yard of a Dwelling provided that the square footage of such storage building does not exceed 250 square feet and is constructed of a material that complements the Dwelling which it accompanies. Further, before any such storage building can be constructed, the Owner must submit plans to the Association's ARC for its approval. The restrictions contained in this section shall not apply to the Developer or builders during construction and development of the Subdivision.

3.10. Recreational Vehicles and Boats: Recreational and camping vehicles, trailers and boats may be stored and parked on the Lots. However, these vehicles, trailers and boats shall be located behind the house or fences, or in or behind the garage, or otherwise screened so that they are not readily visible from the street or adjoining Lots. Screening walls and fences must be approved by the ARC before being constructed.

3.11. Minimum Square Footage: All Dwellings in the Subdivision shall have a minimum of one thousand, three hundred fifty (1,350) square feet of heated area. The minimum

square footage requirements is exclusive of garages, porches, patios and decks.

3.12. Restriction of Type of Dwelling: There shall be no Dwellings erected on any Lot other than a detached, site-built, single family dwelling having at least a two-car enclosed garage.

3.13. Exterior of Dwellings: The exterior of all Dwellings erected on the Lots shall be of a masonry veneer construction to the extent that the exterior of each such Dwelling is at least eighty percent (75%) masonry veneer, excluding windows and doors. Stucco-like, EIFS materials may be used on dwellings below the plate line if approved by the ARC. There shall be no man-made siding, such as masonite, metal, vinyl, etc., however, such siding restrictions shall not apply to gables. All roof pitches shall be a minimum of 6/12 pitch. Any composition roof on any dwelling in the subdivision shall be a 25 year architectural shingle roof and must have a minimum 300 pound architect design. Notwithstanding the foregoing, however, a waiver may be granted by the ARC, in its sole discretion, to the exterior restrictions herein contained for any particular Dwelling prior to the construction thereof.

3.14. Lot maintenance and sod: All Lots shall be maintained, mowed and kept free of noxious weeds whether they be improved or unimproved. Further, upon construction of a dwelling, the Owner shall sod the lawn area of the Lot from the front of such dwelling to the curb line. The side and back lawn areas may be sodded, however, if not sodded, they must be seeded and mulched in a manner such that a lawn is established.

3.15. Platted easements: All Lots are subject to easements that are shown on the Plat.

3.16. Detention Basins: The Detention Basins as shown on the Plat are to be maintained in good working order as a common expense of the Association. Neither the Association, nor any Owner, may create, cause, or allow to remain, any obstruction or condition of said Detention Basins as would impede the normal and intended operation thereof.

ARTICLE IV HOMEOWNERS ASSOCIATION AND COVENANT AND PLAN FOR MAINTENANCE AND OTHER ASSESSMENTS

4.1. Homeowners Association: The Sonoma Valley Homeowners Association, Inc. (referred to herein as "Association") has been or will be formed and incorporated by the Developer and Developer is a member thereof. All Lot Owner's must be members of the Association and each shall automatically become a member of the Association upon the conveyance of a lot to him or her. The Association shall be governed by By-Laws accepted and approved by the Association.

All association memberships will pass with Lot ownership in the Subdivision. All Lots will carry one (1) vote in the Association, except that the Developer shall have four (4) votes per Lot which Developer owns.

4.2. Creation of Lien: Each Owner of any Lot of the Subdivision, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) special assessments for capital improvements and other purposes, such assessments to be fixed, established and corrected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In no event shall an annual or special assessment be applicable at any time to any lot owned by the Developer and the Developer shall not be obligated to pay any annual or special assessment.

4.3. Purpose of Assessments: The assessments levied pursuant hereto by the Association shall be used for the purposes of acquisition, improvement and maintenance of the common properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties, insurance thereon, and repair, replacement, and modifications thereto, and for the cost of labor, equipment, materials, management and supervision thereof. In addition, assessments may also be used for expenses related to the necessary and reasonable operation of the Association, including, but not limited to, collection of assessments and related costs and enforcement of the covenants and restrictions of the Subdivision.

4.4. Basis and Maximum of Annual Assessments: The annual assessment for each lot shall be \$75.00. An Owner's first such assessment shall be prorated and paid to the Association at closing according to time of conveyance of a Lot to the Owner. The annual assessment may be increased, as hereinafter provided, by a majority vote of the votes entitled to be cast by the members of the Association for the next succeeding "assessment year" (beginning January 1) and at the end of each such period of one year for each succeeding period of one year. At no time shall the annual assessment per lot be increased more than twenty-five percent (25%) above the prior year's annual assessment. Said annual assessment shall be payable in advance on the 1st day of January each year. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

4.5. Special Assessments for Capital Improvements: In addition to the annual assessments authorized hereinabove, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal

property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes entitled to be cast by members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at the last known address of each member at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

4.6. Change in Basis of Maximum of Annual Assessments: Subject to the limitations of § 4.4 hereof, and for the purposes therein specified, the Association may change the maximum and basis of the assessments fixed by § 4.4 hereof prospectively for any such period, provided that any such change shall have the assent of 2/3 of the votes entitled to be cast by members who are voting in person or by proxy, at a meeting duly called for this purpose, where a quorum is present, written notice of which shall be mailed to all members at the last known mailing address of each voting member at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

4.7. Quorum for any Action Authorized Under Sections 4.5 and 4.6: The quorum of any action authorized by Sections 4.5 and 4.6 hereof, the presence at the meeting of members, or of proxies, entitled to cast fifty percent (50%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in sections 4.5 and 4.6.

4.8. Late Payment of Assessments: As hereinabove provided, each annual assessment shall be due and payable on the 1st day of January of each year. In the event of default as to any payment (annual or special), and if the default is not remedied within ninety (90) days, the Association shall have the option of taking such action as permitted by law or equity and by this Declaration and the By-laws of the Association. An additional late charge of ten percent (10%) shall be assessed on any payment which is more than ninety (90) days delinquent. Costs of collection of the assessment, including reasonable attorney's fees therefor, shall also be assessed.

The due date of any special assessment under § 4.5 hereof shall be fixed in the resolution of the members of the Association authorizing such assessments, with the same option on the part of the Association in the event of default.

4.9. Duties of the Board of Directors: In addition to the other duties of the Board of Directors as may be set forth herein or in the By-laws of the Association, the said Board of Directors shall fix the date of any special assessment against each lot for any special assessment period at least thirty (30) days in advance of such special assessment, written notice of the special assessment shall thereupon be sent to every member subject thereto at the last known mailing address of such member.

The Secretary of the Association, upon demand at any reasonable time, shall furnish to any member liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessments have been paid. Such certificate shall be

conclusive evidence of payment of any assessment therein stated to have been paid.

4.10. Effect of Non-Payment of Assessment and the Lien Remedies of the Association:

If the assessments (annual or special) are not paid on the date when due, then such assessment shall be come delinquent and shall, together with such interest, late charges thereon and costs of collection thereof as herein provided, thereupon become a continuing lien on the lot which shall bind such lot in the hands of the then owner, its successors, heirs, devisees, personal representatives and assigns. If the assessment is not paid as provided herein, it shall bear interest from date of delinquency at the maximum rate of interest allowed by law, not to exceed ten percent (10%) per annum, and the Association may foreclose the lien against said lot, and there shall be added to the amount of such assessment the cost of attorney fees in connection with any court proceedings arising therefrom, together with all court costs, late charges and expenses incurred by the Association.

4.11. Subordination of the Lien or Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the lots subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a Decree of Foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

**ARTICLE V
PROPERTY RIGHTS OF THE COMMON PROPERTIES**

5.1. Members' Easement for Enjoyment: Subject to the provision of this article and related provisions set forth elsewhere herein, every member shall have a right of enjoyment in and to the Common Properties, subject to the rules and regulations governing such use as promulgated, from time to time, by the Association. Such right and easement shall be appurtenant to and shall pass with the conveyance of title to every lot.

5.2. Extent of Members' Rights of Enjoyment: The rights of easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to borrow money for the purpose of acquiring, constructing, improving and maintaining the common properties and in aid thereof to mortgage said properties or execute a deed of trust or other instrument covering said properties. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge service or use charges, admission and other fees as a condition to continued enjoyment by the members, and if necessary to have other relief as permitted by law; and,

- b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,
- c. The right of the Association to suspend or permanently cancel the rights of any member and membership in the Association; and,
- d. The right of the Association to charge reasonable service or use charges, admission and other fees for the use, service and enjoyment of the common properties; and,
- e. The right of the Association to limit the number of members per lot who may be entitled to the benefit of the easement of enjoyment as to the common properties by reason of ownership of a lot; and
- f. The right of individual members to have exclusive use of any of the common properties as from time to time may be granted by the Board or its designate;
- g. The right of the Association to pass and enforce rules and regulations related to use, control and maintenance of the common properties and the areas situate thereon.

ARTICLE VI ARCHITECTURAL CONTROL

6.1 Architectural Approval: The overall plan for the subdivision contemplates centralization of architectural control to enhance, insure and protect the attractiveness and desirability of the Property as a whole. For this purpose, the ARC, as established by the Association, shall have the right and responsibility to review and approve plans and specifications for all construction on the Property. The ARC shall have the right and responsibility to review and/or approve plans and specifications for new construction on any part or all of the Property.

It is accordingly covenanted and agreed that, in addition to any other ARC approval which may be required herein and subject to other provisions hereof, no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration to such structures or the color thereof (including, without limitation, site landscaping visible from any part of the Property and grading plans, rebooting materials, patio covers and trellises, plans for off-street parking of vehicles and utility layout), be made until the plans and specifications of such showing, among other things, the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to

surrounding structures and topography by the ARC. In the event said ARC fails to approve or disapprove any such design or location within forty-five (45) days after said plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans and specifications shall be submitted in writing over the signature of the Owner of the Lot or the Owner's authorized agent. The ARC shall have the right to require any Owner to remove or alter any structure which has not received approval or is built other than in accordance with the approved plans and to receive reimbursement from Owner for any costs expended in this effort. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity.

6.2. Approval Required in Writing: All approvals shall be granted only in writing and by the ARC.

6.3. No Liability: Neither Developer and its assigns, the Association, its Board of Directors, nor the ARC or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Lot affected by these restrictions by reason of mistake in judgment, negligence, or disapproval or failure to approve or disapprove any such plans or specifications and no approval or required modification of plans submitted shall be considered a warranty of any nature whatsoever pertaining to the suitability of such plans and specifications. Every person who submits plans or specifications to the ARC for approval agrees, that no action or suit for damage will be brought against Developer, the Association, its Board of Directors, the ARC, or any of the members thereof.

6.4. Variations: The ARC may allow reasonable variances as to the covenants, conditions or restrictions contained in Article III on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property.

ARTICLE VII MISCELLANEOUS

7.1. Violations: If the parties hereto, or their heirs, successors or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any Lot or Lots in the Subdivision, as well as the Association, to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to recover damages or other penalties and costs, including reasonable attorney's fees for such violation.

7.2. Severance: Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

AMENDED
DECLARATION OF COVENANTS OF ASSURANCE AND RESTRICTIONS OF THE
SONOMA VALLEY SUBDIVISION TO THE CITY OF CENTERTON, ARKANSAS

KNOW ALL MEN BY THE PRESENTS:

WITNESS:

WHEREAS, the undersigned are the owners of all of the Lots of the Sonoma Valley Subdivision to the City of Centerton, Arkansas, as reflected upon a plat of said subdivision as filed in the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and which plat is, by reference, made a part of this Amended Declaration, and this Amended Declaration is likewise made a part by reference of said plat; and,

WHEREAS, the original Declaration of Covenants of Assurance and Restrictions of the Sonoma Valley Subdivision to the City of Centerton, Arkansas was filed for record as Document No. 2003 26756, et seq., in the Real Estate Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and which Declaration is, by reference made a part of this Amended Declaration, and this Amended Declaration is likewise made a part by reference of said plat; and,

WHEREAS, the undersigned desire to amend the original Declaration only to the extent provided hereunder;

NOW, THEREFORE, the undersigned declares that the lots in said Sonoma Valley Subdivision are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth or as hereinafter changed or amended.

1. Article III, paragraph 3.13, of the original Declaration is hereby amended to read as follows:

“3.13. Exterior of Dwellings: The exterior of all Dwellings erected on the Lots shall be of a masonry veneer construction to the extent that the exterior of each such Dwelling is at least eighty percent (75%) masonry veneer, excluding windows and doors. Stucco-like, EIFS materials may be used on dwellings below the plate line if approved by the ARC. There shall be no man-made siding, such as masonite, metal, vinyl, etc., however, such siding restrictions shall not apply to gables. All roof pitches shall be a minimum of 8/12 pitch. Any composition roof on any dwelling in the subdivision shall be a 25 year architectural shingle roof and must have a minimum 300 pound architect design. Notwithstanding the foregoing, however, a waiver may be granted by the ARC, in its sole discretion, to the exterior restrictions herein contained for any particular Dwelling prior to the construction thereof.”

*Elite-Charles
Benton*

2. Except for the amendment as made hereinabove, all covenants, restrictions, easements, charges and liens as set forth in the original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 10th day of November, 2003.

H & G PROPERTIES, LLC
Owner of Lots 1 through 8, 16, and 22 through 80

By: 
Timothy Graham, Managing Member

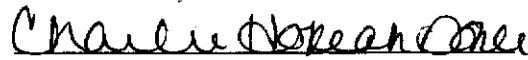
ACKNOWLEDGMENT

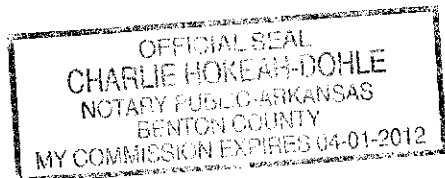
STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, appeared in person the within named Timothy Graham to me personally known, who stated that he was the Managing Member of H & G Properties, LLC, a limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said limited liability 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.

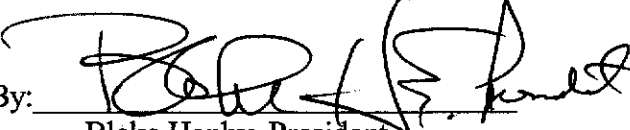
Witness my hand and seal as such Notary Public this 10th day of November, 2003.

My Commission Expires:


Notary Public



ACCOMMODATORS, INC.
Owner of Lots 9 through 11 and 19 through 21

By: 
Blake Hanby, President


ACKNOWLEDGMENT

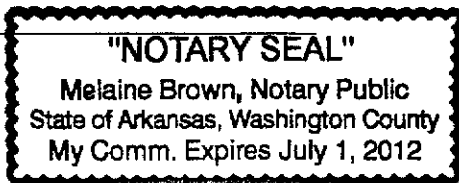
STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, appeared in person the within named Blake Hanby to me personally known, who stated that he was the President of Accommodators, Inc., a corporation, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 31st day of October, 2003.

My Commission Expires:


Notary Public



WHITE FAMILY TRUST

Owner of Lot 12

Timothy D. White

Timothy D. White, Co-Trustee

Vickie White, Co-Trustee

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

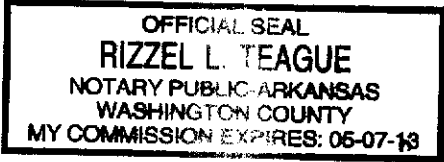
BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Timothy D. White and Vickie White, Co-Trustees of the White Family Trust, to me well known, and stated that they had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 10th day of NOV., 2003.

My commission expires:

5/7/13

Rizzel Teague
Notary Public



TIMOTHY D. WHITE and VICKIE WHITE,
Husband and Wife
Owner of Lots 13 through 15

Timothy D. White
Timothy D. White

Vickie White

ACKNOWLEDGMENT

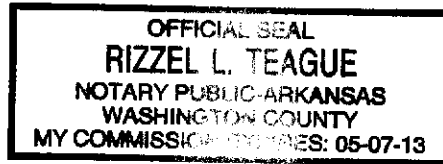
STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Timothy D. White and Vickie White, husband and wife, to me well known, and stated that they had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 10th day of Nov., 2003.

My commission expires:
5/7/2013

Rizzel L. Teague
Notary Public



BRENT WOBSEY and JENNIFER WOBSEY,
Husband and Wife
Owner of Lot 17

Brent Wobser
Brent Wobser

Jennifer Wobser
Jennifer Wobser

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Brent Wobser and Jennifer Wobser, husband and wife, to me well known, and stated that they had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 10th day of NOVEMBER, 2003.

My commission expires:

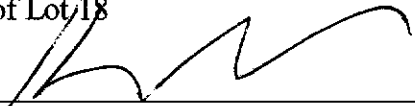
5/7/2013

Rizzel Teague
Notary Public


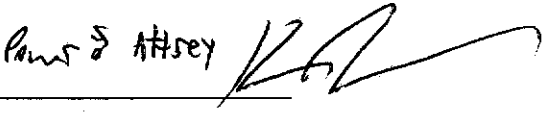


2003 36012
Recorded in the Above
Deed Book & Page
12-01-2003 02:09:54 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

KENDALL RIGGINS and AMBER RIGGINS,
Husband and Wife
Owner of Lot 18



Kendall Riggins

Amber Riggins

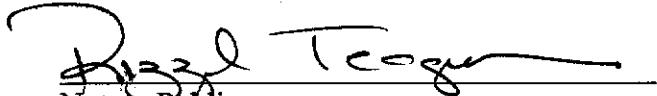
ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Kendall Riggins and Amber Riggins, husband and wife, to me well known, and stated that they had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 10th day of
NOV., 2003.

My commission expires:
5/7/2013



Notary Public

