

**FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS ON AND FOR
BENT TREE OF ROGERS ADDITION**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of the Bent Tree of Rogers Community Association, Inc., an Arkansas non-profit corporation chartered in order to assist in the ownership, management, use and care of the various properties located within a 46.80 acre tract of land known as “Bent Tree of Rogers Addition” to the City of Rogers, Benton County, Arkansas, a copy of said plat appearing of record in the office of the Recorder of Benton County, Arkansas, in Plat Book 792 at Page 3, and the undersigned desires to amend the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens on and for Benton Tree of Rogers Addition to the City of Rogers, Benton County, Arkansas (herein referred to as the “Declaration of Covenants” or “Covenants”), said Declaration of Covenants being filed of record on January 8, 2001, in Record Instrument 01 001718 in the Real Estate Records of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, hereby further amend such Declaration of Covenants; and

WHEREAS, Section 13.4 of the Declaration of Covenants, provides that the Covenants are subject to amendment on the terms set forth therein, and Subsection (b) of that provision provides that the Board of Directors shall have the right and privilege to amend or change portions of the Covenants, without the approval of any Owner, Member or Resident other than amendments of a material nature; and

WHEREAS, the undersigned Board of Directors have determined that the amendments and changes below do not constitute a “material change” pursuant to Section 13.4(d) of the Covenants; and

WHEREAS, the undersigned Board of Directors, in order to protect and preserve the quality of the Bent Tree of Rogers Addition, desires that the Declaration of Covenants be amended as set forth herein.

NOW, THEREFORE, the undersigned hereby amends the Declaration of Covenants for Bent Tree of Rogers Addition to the City of Rogers, Benton County, Arkansas, as follows:

1. Section 6.1(b) and (c) of the Declaration of Covenants shall be amended to read, in its entirety, as follows:

(b) From and after the expiration of the Development Period the affairs of the Association shall be managed by a Board consisting of individuals who shall be elected by the Class A Members. The Board of Directors shall thereafter have

the ability to determine the number of individuals who shall comprise the Board, but at no time shall the Board consist of fewer than three (3) in number and not to exceed nine (9) Directors. The Board shall have the power to set forth regulations and procedures relating to the increase or decrease of the number of individuals that comprise the Board. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director or cause the number of Directors to be fewer than three (3).

(c) The Directors shall be Members of the Association. Other than the constitution of the initial Board to be elected immediately following the expiration of the Development Period, Directors shall be elected for three (3) year terms of office and shall serve until their respective successors are elected and qualified. The terms of office for the Directors constituting the initial Board elected immediately following the expiration of the Development Period shall be staggered so that the Directors' terms shall be staggered so that one-third (1/3), or as close to one-third (1/3) as possible, of the Directors shall have a term of one (1) year, the second one-third (1/3) of the Directors shall have a term of two (2) years and the final one-third (1/3) of Directors shall have a term of three (3) years. Any vacancy which occurs in the Board, by reason of death, resignation, removal, or otherwise of a Director, may be filled at any meeting of the Board by the affirmative vote of a majority of the remaining Directors. Any Director elected to fill a vacancy shall serve in such capacity until the expiration of the term of the Director whose position he or she was elected to fill.

2. Section 9.11(a) of the Declaration of Covenants shall be amended to read, in its entirety, as follows:

(a) No noxious or offensive activity or pollution affecting sight/sound/smell, as determined by the RARC or Board, shall be conducted or permitted on any portion of the Addition. Excluding activities of the Declarant and bona-fide homebuilders no direct sales activities, individual, member, owner or resident garage sales, yard sales, patio sales, flea markets, bazaars, sample sales or similar activities shall be conducted on any portion of the Addition. This provision shall not apply to a common neighborhood garage sale, which shall be authorized and regulated by the Association.

3. This Fourth Amendment to Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens on and for Benton Tree of Rogers Addition to the City of Rogers, Benton County, Arkansas, shall be deemed effective immediately as of the execution hereof.

4. Except as specifically amended herein, the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens on and for Benton Tree of Rogers Addition to the City

of Rogers, Benton County, Arkansas, shall remain unchanged in all other respects and shall remain in full force and effect.

IN WITNESS WHEREOF, this Fourth Amendment to Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens on and for Benton Tree of Rogers Addition to the City of Rogers, Benton County, Arkansas, has been executed as of the ____ day of _____, 2009.

DECLARANT:

**Board of Directors of the Bent Tree of Rogers
Community Association**

By: _____
_____, President

ATTEST: _____
_____, Secretary