

Book/Pg: 2004/24675
Term/Cashier: CIRCLK07 / SDUNCAN
Tran: 1827.59798.159517
Recorded: 06-02-2004 15:05:42
OFF REC Recording Fee
Total Fees: \$ 50.00

2004 24675
Recorded in the Above
Deed Book & Page
06-02-2004 03:05:17 PM
Grand Jury
Benton County, AR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BRISTOL BAY ESTATES

This Declaration is made this 29th day of MAY, 2004, by P. Steve and Macrena V. Sailor (herein "Developers")

Whereas, Developers, as owners of certain real property located in Benton County, Arkansas, desire to create thereon a planned community of single family detached residences known as Bristol Bay Estates (herein "Development"), described on Exhibit "A" and filed for record at 2:20 P.M. on 9/5/2001 in Plat Book 4, Page 131 with the Clerk and Recorded of Benton County, Arkansas; and

Whereas, Developers deem it desirable to establish covenants, conditions, restrictions and easements upon the Real Property and each and every portion thereof, which will constitute a general scheme for the development, government and management of the Real Property, and for the use, occupancy and enjoyment thereof, for the purpose of enhancing the quality of life in Bristol Bay Estates; and

Whereas, Developers deem it desirable, for efficient preservation of the values, amenities, and esthetic appeal of the Development, to create an entity to which should be delegated and assigned the power and authority of holding title to and managing, maintaining and administering the Common Properties and administering and enforcing these covenants, conditions and restrictions governing the same and collecting and disbursing funds pursuant to all assessments and charges hereinafter necessarily created for such maintenance, administration and enforcement, and performing such other acts as are herein provided or which generally benefit its members, the REAL Property, and the owners of any interest herein, developers have caused or will cause to be incorporated under the laws of the State of Arkansas, Bristol Bay Estates Property Owners Association, inc. (BBEPOA) for the purpose of exercising the above functions and those which are more fully set out hereafter; and

Whereas, Developer desires and intends that the owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other persons hereinafter acquiring any interest in the Real Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights hereinafter set forth, all of which shall run with the land and be binding upon the Real Property and all parties having or acquiring any right, title or interest in or to the Real Property, or any part thereof, and shall inure to the benefit of each owner thereof, the Association and each member of the Association.

NOW, THEREFORE, the Developers subject the Real Property described in Article II and such additions thereto as may hereafter be made, to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall touch and concern and run with the Property and each Tract thereof.

ARTICLE I - DEFINITIONS

1.1 Architectural Control Committee (ACC): "Architectural Control Committee" shall mean and refer to that Committee formed and operated in the manner described in this Declaration.

1.2 Association: "Association" shall mean Bristol Bay Estates Property Owners' Association, Inc., an Arkansas nonprofit corporation.

1.3 Board of Directors or Board: "Board of Directors" or "Board" shall mean the governing body of the Association established and elected pursuant to this Declaration.

1.4 Bylaws: "Bylaws" shall mean the Bylaws of the Association.

1.5 Common Properties: "Common Properties" or "Common Areas" shall mean the same for the purposes of this document and shall mean and refer to those tracts of land and any improvements thereon which are deeded to the Association or easements on other property given to the Association. The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as a "Common Property". All Common Properties are intended for and are to be devoted to the common use and enjoyment of the Owners and their guests. All Common Properties shall include but not be limited to the entryway monument (easement), the entryway gate, all easement accesses and roads in the Development, and other easements and signs and markers. The term Common Property shall not include the community boat dock itself, but shall include the community boat dock parking area and the access road to that parking area. The Community Boat Dock shall belong to those persons owning boat slips in same.

1.6 Covenants: "Covenants" shall mean the covenants, restrictions, conditions, assessments, affirmative obligations and liens set forth in this Declaration.

1.7 Developer: "Developer" shall mean P. Steve and Macrena V. Sailor and their successors and assigns.

1.8 Tract: "Tract" and "Lot" shall mean the same for purposes of this document. Tract shall mean and refer to any parcel of land located within the Property, which is used or intended for use as a site for a legally habitable dwelling as shown upon any recorded final subdivision plat of any part of the Property.

1.9 Owner: "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Recorder, whether it be one or more persons, firms associations, corporations, or other legal entities, of fee simple title to any Tract or Unsubdivided Land.

1.10 Property or Properties: "Property" or "Properties" shall mean and refer to the Property described in Article II hereof as are subjected to this Declaration or any supplemental declaration under the provisions hereof and includes Residential Tracts and Common Properties.

ARTICLE II: DESCRIPTION OF PROPERTY SUBJECT TO DECLARATION

2.1 Property: The real property which is subject to these covenants, is located in Benton County, Arkansas, is know as "Bristol Bay Estates", and is described in the plat of record as approved by the Benton County, AR Planning Board and filed with the Benton County Recorder. The Project shall be composed of the Common Property and residential tracts located on the Real Property.

2.2 No Right of Severance: (Note: Nothing contained in the Article shall be construed to preclude an owner from creating a cotenancy in the ownership of a lot with any other person or persons.) Every Tract owner shall have a nonexclusive easement of use and enjoyment in and to the Common Property. No owner shall be entitled to sever or partition his interest in his tract from his right and easement to use the Common Area. This right is established by this Declaration and shall be appurtenant to and pass with fee interest in every tract, subject to all easements, covenants, by-laws, conditions, restrictions & other provisions of record including, without limitation, the following:

(a) The right of the developer to act as and perform the functions of the Association until such time as the Association is formed.

(b) The right of the Association or the Developer to limit, with cause, the use of the Common Areas by guests of members or by persons who are not members, but who are in possession of a residence or own a portion of, or less than the entire ownership interest of, a residence.

(c) The right of the Association to borrow money for improving, replacing, restoring or expanding the Common Area.

(d) The right of the Association's Board or Developer to suspend the rights of a member or of any person (including family members) for the period any assessment respecting such member remains unpaid or for any infraction of the Association Rules or breach of this Declaration. Notwithstanding the foregoing, such suspension shall not result in the denial of common property use as necessary for access to his/her tract.

(e) The right of the Developer (agents) in addition to Declarant's rights set forth elsewhere in this Declaration to the use of the Project without charge for purposes of marketing and sales of tracts.

(f) No member may exempt himself or herself (and no member shall be exempt) from personal liability for assessments or release any tract owned by him or her from the liens, charges and other provisions of the Declaration or the Association's Articles of Incorporation, Bylaws or Rules, by voluntary waiver of, or suspension or restriction of such member's right to the use and enjoyment of the Common Area or the abandonment of member's property.

(g) The right of the Association to establish an Architectural Control Committee for the review of proposed structures as set forth herein.

(h) The right of the Association to establish a committee to enforce rules for operation and maintenance of the community boat dock.

ARTICLE III: COVENANTS, CONDITIONS, USES, AND RESTRICTIONS

3.1 Land Use and Building Type: No tract shall be used except for residential purposes, except those tracts of land specifically designated as "common areas". In order to preserve, to the extent possible, the natural beauty of the property, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the property and to protect and enhance property values, the Developer does hereby create the Architectural Control Committee (ACC). Said Committee, or developer until such ACC is formed, shall approve the details of construction plans. Neither the developer nor the ACC shall unreasonably withhold approval of properly submitted plans.

No building or improvement of any type shall be constructed, erected, placed or altered upon any lot or property within the Property and no grading shall be commenced until the name of the building contractor, the building plans and specifications, plot plan and construction schedule have been approved by the ACC or developer. Any modification to the exterior of any improvement in a manner not previously approved by the ACC shall be submitted as provided above. Approval or disapproval of any plans must be given by the ACC within 15 business days from submission or same shall be deemed to have been approved.

All approvals shall be withheld until all submissions for a given project are in complete compliance with the applicable covenants. THE APPROVAL OF PLANS AND SPECIFICATIONS AS REQUIRED HEREIN IS FOR THE MUTUAL BENEFIT OF THE OWNERS WITHIN THE Property AND SHALL NOT BE CONSTRUED AS AN APPROVAL OR CERTIFICATION THAT SUCH PLANS AND SPECIFICATIONS ARE TECHNICALLY SOUND OR PROPERLY ENGINEERED. No structure shall be erected, altered, placed, or permitted to remain on any Tract other than as provided in these Covenants and Restrictions and in supplements hereto. No building shall be erected, altered, placed, or permitted to remain on any tract unless constructed according to the established codes and restrictions, and approved by the developer or Architectural Control Committee (ACC).

3.2 Business Use: No residence or other structure shall be designed, patterned, constructed or maintained upon any Tract for use in whole or in part for any business activity or any commercial purpose; nor shall any Tract be used for business purposes, or for parking of equipment inconsistent with ordinary residential uses. No commercial vehicles or equipment of any type shall be parked in the development (except necessary to approved construction). The foregoing shall not prevent any Owner from maintaining a home office within their residence for a commercial business purpose that does not involve any activity that extends beyond the confines of the residence, does not distract from the appearance of the development or is not a nuisance to other Owners.

3.3 Tract Ownership and Dimensions: None of the tracts shall be resubdivided into smaller tracts nor conveyed or encumbered in less than the full original dimensions of such tract, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership. Thereafter, such parcels shall, for the purpose of these covenants, be considered as one tract.

3.4 Completion of Construction: Construction of residences shall be completed in a continuous manner in a reasonable time period not to exceed 24 months from start of construction. No building materials shall be brought onto a Tract until the residential plans have been approved by the ACC. During construction, the builder shall keep all materials or debris off streets or easements. Upon completion of the project, all construction debris and any temporary structures necessary to the construction process must be removed from the entire Tract to an appropriate location outside the development. Without prior written approval of the Developer/ACC, construction on any building or other improvements shall not be commenced prior to construction of the dwelling house. In the event any structure is destroyed/partially destroyed by fire, act of God, or any other act, said damage must be removed and necessary improvements made within twenty four (24) months.

3.5 Building Erection and Setbacks: No structure shall be erected on any road, easement, or Common Property area. All improvements shall be erected on site and be of new construction. All applicable building requirements must conform to the applicable governmental agencies.

3.5 Size: The floor area of the primary residential dwelling on each tract, exclusive of porches, garages, patios, or similar extensions or projections, shall not be less than 1,800 square feet of livable area for tracts 3 through 8 and 1,600 square feet for tracts 1 and 2. Where there is a second story or a basement, the ground level must be at least 1,500 square feet. Any variation from these minimums must be approved in writing by the Developer or by the ACC.

3.6 Fences: There shall be no fencing except for specific purposes such as screening, child containment, animal control, or architectural effect. Chain link or other forms of wire fencing are specifically prohibited, except that chain link may be used for child or pet containment so long as it is screened from roads and other tracts. Plans showing the location, design, and materials of proposed fences must be submitted to and approved in writing by Developers or the ACC.

3.7 Easements: Easements for utilities, drainage, and access have been created as shown on the plat of the property. Within these easements, or any easements subsequently granted, no structure, planting or other objects shall be permitted which interfere with the easement purpose.

3.8 Detached Structures: No garage or other detached building, such as workshops, shall be erected on any tract until a dwelling house is erected (except integral garages) without prior written approval of the developers or ACC. Detached garages or other structures shall be compatible with the architecture of the dwelling.

3.9 Signs: No signs shall be erected or maintained on the property, except: (a) Signs erected by the developer or Benton County for identification, control and direction. (b) Signs erected by the Developer advertising the Tracts; and (c) A single sign of a temporary nature erected by an Owner or realtor advertising a tract (house) for sale, that shall not exceed 5 sq. feet in surface area. Such signs shall be immediately removed upon closing or removal from the market. Except for (a) and (b), signs are expressly forbidden on common areas.

3.10 Animals: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Tract, except that a reasonable number of typical household pets may be kept and maintained provided that they are not kept, bred or maintained for commercial purposes. Household pets shall be maintained in a sanitary manner and shall not be noxious or allowed to be a nuisance to the surrounding owners, to include not being allowed to roam onto other tracts or the common areas. Household pets shall be permitted on common property only when maintained on a leash, directly attended by a person. No dangerous animals shall be kept. No animal shall be allowed to make an amount of noise that is a nuisance to another property owner. It is the responsibility of all property owners to ensure their pets are not a nuisance to others.

3.11 Offensive Activity: No noxious or offensive activities shall be carried on upon any Tract or common areas, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment or nuisance to other owners.

3.12 Noise Control: Any vibration, noise, sound or disturbance that is objectionable due to intermittence, beat, frequency, shrillness or loudness shall be prohibited. Without limiting the generality of the foregoing, outside speakers for receivers or players shall be allowed only so long as they are not audible beyond the confines of that tract.

3.13 Unsightly Conditions: All Tracts must be maintained by the Owner in a neat and orderly condition, free of rubbish, litter, or any other unsightly items or materials. Junk or dismantled vehicles, appliances, similar objects, odor, odor-producing materials, may be maintained on any tract. No laundry is to be hung in public view. Trash, garbage, or other waste shall be kept in a sanitary manner and disposed of promptly and properly away from the development. The grounds of all unimproved properties shall be kept in a neat condition to an extent sufficient to maintain an appearance in keeping with that of a typical improved tract. It will be the responsibility of the Owner of each tract to maintain their property so as to present an appealing appearance.

3.14 Antennas: No television antenna, satellite dish larger than 18", radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling, structure or on any tract within the Development. (Digital satellite system receivers not more than 18" in diameter are expressly allowed). No such device shall be installed on any common area in the development.

3.15 Excavation: No owner shall excavate or extract earth from any of the Tracts of the Development or common areas for any commercial purpose. No surface changes shall be permitted which will materially affect the appearance or surface grade of a Tract, except for excavation necessary for construction of approved structures.

3.16 Timber: Commercial harvesting or clear cutting of timber within any portion of the development is strictly prohibited. Tree removal for the purposes of construction, access, views, etc. should be done in a judicious manner so as to protect the development's watershed, and aesthetic appeal of the development. Cutting of trees or other foliage must conform to the requirements of the U.S. Army Corps of Engineers.

3.17 Limitation of Vehicles: All vehicles, including motorcycles type vehicles, operated anywhere within the development shall be equipped with a muffler/mufflers in good working order and in constant use to prevent excessive or unusual noise. No repair or maintenance work shall be performed on any motor vehicle or other piece of equipment except wholly within the inside of a garage or workshop. Any disabled vehicles or equipment shall be stored in a garage or removed from the property to a satisfactory location off the development. Except for parking reasonably necessary for approved ongoing construction, no commercial vehicles/industrial equipment is to be parked on any part of the development. Recreational vehicles, boats, boat trailers, utility trailers, mounted or unmounted campers, motor homes, travel trailers, or similar vehicles may be parked on any owner's residential tract only so long as they are screened from view of adjoining tracts, roads, access easements and Common property. Vehicles of any type, including cars, trucks, all vehicles as listed above or any similar vehicles may not be parked on common property, except for temporary access parking in the Community Boat Dock parking lot. Extended parking of any vehicles in the Community Boat Dock Parking area is expressly prohibited. For purposes of this section, extended parking shall be considered any period exceeding 24 continuous hours.

3.18 Hunting: There shall be no hunting, trapping, unnatural harm to animals, game or water species, nor shall there be any target or trap shooting or discharge of firearms upon any Tract or Common Properties.

3.19 Rentals: Short-term vacation type rentals of dwellings within the development shall be prohibited. Short-term rentals shall be defined herein as any rental for a period of less than 90 days.

3.20 Leases: Any agreement for the leasing or long term rental of a residence shall provide in writing that the terms of such lease shall be subject in all respects to the provisions of this Declaration, the Articles, the Bylaws, and the Association Rules. Said lease shall further provide that any failure by the tenant thereunder to comply with the terms of the foregoing documents shall be a default under the lease. Any owner who shall lease his residence shall be responsible for assuring compliance by his/her tenant with these covenants and shall be jointly and severally responsible for any violations thereof.

3.21 Propane/Other Gas Tanks: All tanks of any type shall be buried or completely out of view of all adjoining property, whether roads, other Tracts, or common areas within the development. Any fencing, or other screening material, must allow access by emergency/fire personnel.

3.22 Type of Home Construction: Mobile or modular type homes are absolutely prohibited. All residences shall be site built adhering to generally accepted quality construction methods and standards.

3.23 Temporary Use: No outbuilding structure other than a residential structure approved by the ACC, or any vehicle shall be used as a dwelling, except that a self-contained recreational vehicle belonging to a visitor of a Tract Owner may be occupied by such visitor for a period not to exceed an aggregate of two months in a calendar year.

3.24 Nonperformance by Owners: If any owner fails to maintain any portion of the land and improvements comprising his residence which he is obligated to maintain under the provisions of this Declaration, the Articles, Bylaws or Association Rules, then the Association or the Developer shall have the right, but not the obligation, to enter upon such owner's tract to perform the cleanup, maintenance and/or repair not performed by the owner, and the cost of any such work performed by or at the request of the Association or Developer shall be paid for by such owner upon demand from the Association, and such amounts shall be a lien upon the owner's tract and the Association or Developer may enforce collection of such amounts in the same manner and to the same extent as provided in Article VII of this Declaration.

ARTICLE V: RESTRICTIONS AFFECTING COMMUNITY BOAT DOCK AND ACCESS THERETO

4.1 Application: It is expressly stipulated that the restrictions set forth in the Article V apply solely to Property Owners who own slips in the Community Boat Dock. Shoreline Use and Boat Dock Regulation of U.S. Army Corps of Engineers must be complied with in all instances.

4.2 Maintenance and Repair: BBPOA, through the Boat Dock Subcommittee, shall have sole responsibility for the maintenance and repair of the Community Boat Dock. The rights of assessment as otherwise described in this Declaration for the general and special assessments shall be one and the same for community boat dock assessment, except that only boat slip owners are subject to these assessments. Assessments will be based on slips owned, not by tracts. All additions of slips must be of same size as existing slips and match the existing dock structure. No watercraft may be moored, tied or attached to exterior of dock except for temporary loading/unloading.

4.3 Rights to Boat Slips: Owners of tracts in the development automatically receive the right to own boat slips in the community boat dock. As such, each owner receives, subject to applicable clauses, restrictions and obligations that right in perpetuity, notwithstanding that it was not exercised at the time of original purchase of the Tract. Although a tract may have multiple owners, no Owners shall be allowed to have more than two such boat slips per tract or combined tracts. At the time of sale, the purchaser of Tract #8 will be afforded the opportunity to have a private boat dock. By exercise of that option, the owner of Tract #8 relinquishes all rights to the community dock and will not contribute to maintenance of the community dock.

4.4 Transfer of Boat Slips: The sale, rental or other conveyance of Boat Slips or the granting of access by an owner to anyone not an owner of a Tract in the development is expressly prohibited, except as a part of the conveyance of the Owner's property. (Note: Due to commitment of prior owner, Developer reserves the right to sell a slip in Community Dock to an adjacent property owner, provided that person, in writing, subjects himself to all boat dock restrictions and obligations. Also, Developer reserves the right to retain a slip in the Community dock.)

4.5 Restrictions and obligations, including assessments, pertaining to the community boat dock are hereby granted the same provisions of enforceability and remedy granted other provisions of this declaration.

ARTICLE VI: COVENANT FOR ASSESSMENT

6.1(a) Creation of Lien and Personal Obligation: Each owner other than Declarant, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay all assessments duly fixed by the Association. Such assessments may be fixed, established, and collected from time to time as herein provided. The assessments, together with such interest thereon and costs of collection thereof, including reasonable attorney's fees as hereinafter provided, shall be a charge on the tract and shall constitute a continuing lien on the tract against which each assessment is made. Each assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees as hereinafter provided, shall also be the personal obligation of the person who was the Tract owner at the time the assessment was made. The personal obligation for delinquent assessments shall not pass to a Tract Owner's successor in title unless expressly assumed by such successor in title; however, the lien herein created against the Tract for delinquent assessments shall continue against the Tract, notwithstanding transfer of title to the Tract. The personal obligation for delinquent assessments shall be joint and several for multi-owners of a single Tract.

6.1(b) The liens herein created or retained for unpaid assessments or dues from the Property Owners Association are hereby made expressly inferior and subordinate to valid and bona fide mortgages and deeds of trust or retained vendor's liens securing obligations of owners of any of the lots in the addition up to the time of sale at foreclosure of any such mortgage, deed of trust or vendor's lien and for a period of six (6) months thereafter or until the residence upon such property is occupied, whichever date shall first occur, after which time monthly membership dues shall thereafter accrue as a lien upon such lot in the identical form and manner as prior to the foreclosure sale of the property involved. This subordination shall be construed to apply not only to the original, but to all successive mortgages, deeds of trust, and vendor's liens given by property owners to secure obligations, together with all extensions and renewals thereof.

6.2 Purpose of Assessments: Assessments shall be used exclusively for the operations of the Association. This assessment shall not include cost, maintenance, or improvement of the Community Boat Dock. Those provisions are included elsewhere in this Declaration.

6.3 Annual Assessments: Annual assessments shall be due and payable on the first day of October each year. The due date of any special assessment shall be fixed in the resolution authorizing such assessment. The membership of the Association shall establish the amount of the annual assessment at least thirty (30) days before October 1, annually. The Board of the Association shall cause records to be kept of the due dates and payments made by each Tract Owner, and such records shall be kept at the office of the Association and shall be open to inspection to any Tract Owner. Written notice of all assessments established by the membership of the Association shall be sent to each Tract Owner. The first annual assessment for a Tract Owner shall be prorated and due and payable at the time of closing.

6.4 Special Assessments: In addition to the annual and supplemental assessments, the Association may levy special assessments for the purpose of defraying the cost of any budget shortfall, construction, reconstruction, repair or replacement of a capital improvement of the Common Area(s). Provided any such assessment shall have the assent of a simple majority of the members of the association.

6.5 Uniform Rate of Assessment: Annual and special assessments must be fixed at a uniform rate for all tracts, except that contiguous tracts combined by an owner for a single residence shall be considered as a single tract and required to pay assessments as if a single tract. Notwithstanding this provision, the Board may accept voluntary membership in the association from property adjoining property owners.

6.8 Exempt Property: No Owner may exempt himself/herself from liability for any assessment levied against his/her Tract by waiver of the use or enjoyment of any of the Common Properties appurtenances or membership privileges, or by abandonment of his/her Tract in any other way.

6.9 The Association through its Board shall have the right to enforce collection of any delinquent assessments together with interest, late charges, attorney's fees and any other sums due to the Association in any manner allowed by law. Further, the Association shall also have the right to suspend the privileges of a Tract owner for delinquency.

ARTICLE VII: REMEDIES ON DEFAULT

7.1 Scope: Each Owner shall comply with the provisions of the Declaration, the Bylaws and the Rules and Regulations of the Association as they presently exist or as they may be amended from time to time, and each Owner shall be responsible for the actions of his or her family members, guests, occupants, invitee or agents.

7.1 Enforcement: The Association, or any owner, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. The Association or any owner shall also have the right to enforce, by proceedings at law or in equity, the provisions of the Association's Articles or Bylaws and any amendments thereto. With respect to Assessment liens or any other liens or charges and Association Rules, the Association shall have the exclusive right to the enforcement thereof.

7.2 Judgement and Recovery of Expenses: In any proceeding arising because of an alleged default by an Owner, the Developer or the Association, if successful, shall, in addition to the relief provided for herein, be entitled (1) to charge and collect pre and post-judgement interest upon the amount of the judgement (including any awarded expenses) and (2) to recover the costs of the proceeding and such reasonable attorney's fees as may be allowed by the court, but in no event shall the Owner be entitled to such attorney's fees.

my commission expires 11/11/02
Approval
Approved and recommended for acceptance by the Benton County Planning Commission this 14th day of Sept 2001
Chairman Michelle Mead
County Court's Certification
Lands dedicated for easements, rights-of-way and other public uses are accepted for the public by the County of Benton. This certificate is not an acceptance of the responsibility to maintain roads which are constructed in rights-of-way.
County Judge MA
NOTE: Approval of this plat does not carry any assurance that the lot or lots will qualify for a septic system permit from the County Health Department.



KATHLEEN E. SELINSKY
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 19, 2002

2004 24686
Recorded in the Above
Deed Book & Page
06-02-2004 03:05:17 PM

FILED FOR RECORD
At 2:20 O'Clock P M

SEP 05 2001
SUE HODGES
Clerk and Recorder
Benton County, ARK.

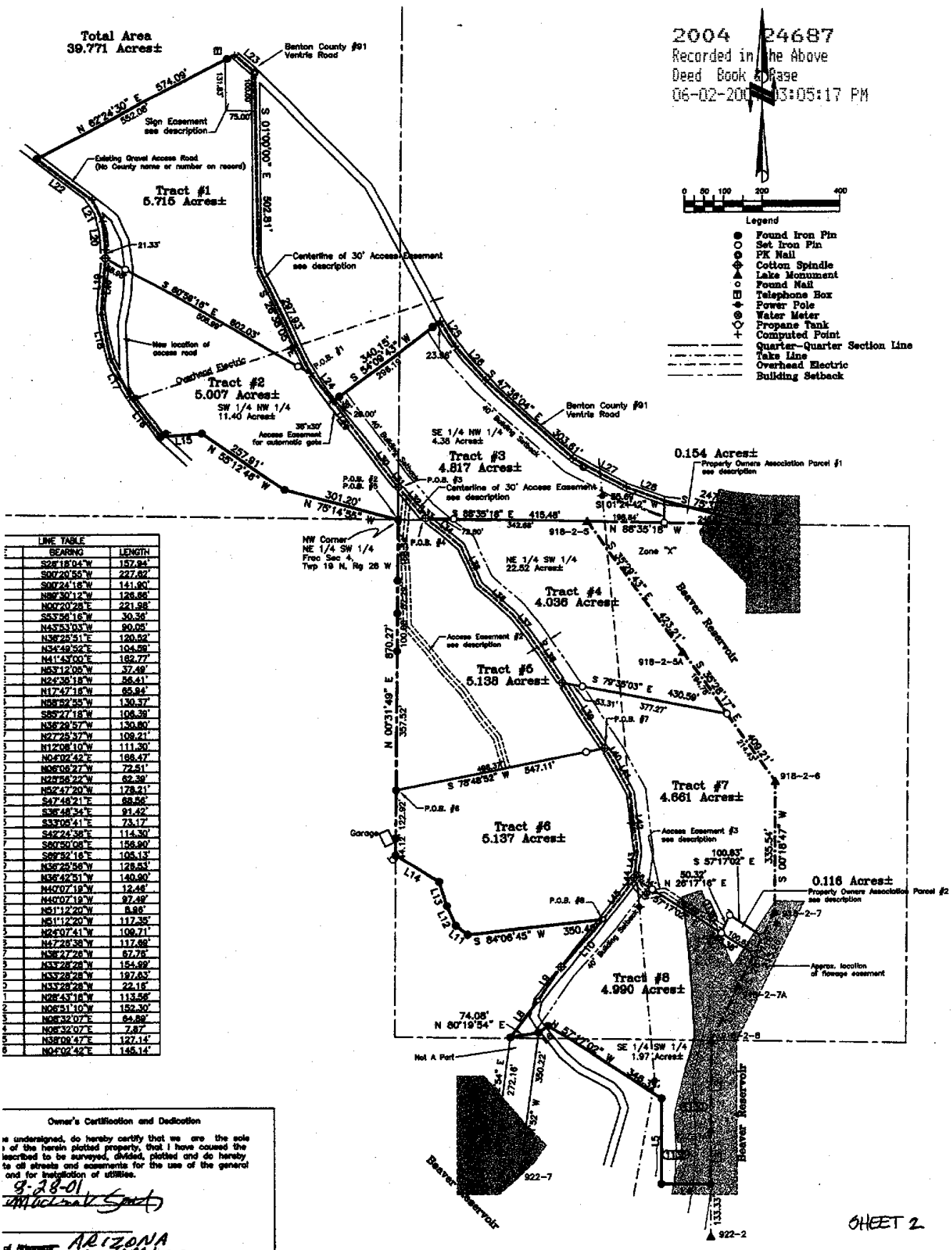
EXHIBIT A
SHEET 1

Total Area
39.771 Acres±

2004 24687
Recorded in the Above
Deed Book & Page
06-02-2004 03:05:17 PM



- Legend
- Found Iron Pin
 - Set Iron Pin
 - PK Nail
 - Cotton Spindle
 - ▲ Lake Monument
 - Pound Nail
 - Telephone Box
 - ⊕ Power Pole
 - ⊕ Water Meter
 - ⊕ Propane Tank
 - ⊕ Computed Point
 - Quarter-Quarter Section Line
 - Take Line
 - Overhead Electric
 - Building Setback



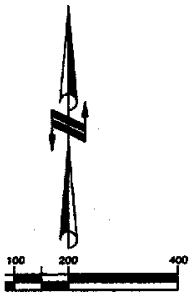
LINE	BEARING	LENGTH
1	S22°18'04" W	157.84
2	S00°20'55" W	227.82
3	S00°24'18" W	141.80
4	N88°32'12" W	128.85
5	N00°20'28" E	221.98
6	S43°56'18" W	30.38
7	N45°53'03" W	90.05
8	N38°25'51" E	120.82
9	N34°49'52" E	104.89
10	N41°43'00" E	182.77
11	N63°12'08" W	37.48
12	N24°38'18" W	56.41
13	N17°47'18" W	85.84
14	N88°52'55" W	130.37
15	S85°27'18" W	108.38
16	N38°20'57" W	130.80
17	N27°25'37" W	108.21
18	N12°08'10" W	111.30
19	N04°02'42" E	188.47
20	N06°05'27" W	72.51
21	N28°56'50" W	82.30
22	N52°47'20" E	178.21
23	S47°48'21" E	88.86
24	S38°48'34" E	91.42
25	S33°08'41" E	73.17
26	S42°24'38" E	114.30
27	S80°50'08" E	158.90
28	S89°32'18" E	105.13
29	N38°25'58" W	128.53
30	N36°42'51" W	140.90
31	N40°07'18" W	12.48
32	N40°07'18" W	97.48
33	N81°12'20" W	8.88
34	N81°12'20" W	117.35
35	N24°07'41" W	108.71
36	N47°25'58" W	117.88
37	N38°27'28" W	87.78
38	N33°28'28" W	154.89
39	N33°28'28" W	187.83
40	N33°28'28" W	22.18
41	N28°43'18" W	113.58
42	N08°51'02" W	182.30
43	N08°32'02" E	84.88
44	N08°32'02" E	7.87
45	N38°08'47" E	127.14
46	N04°02'42" E	145.14

Owner's Certification and Dedication

I, undersigned, do hereby certify that we are the sole owners of the herein plotted property, that I have caused the same to be surveyed, divided, plotted and do hereby dedicate to all streets and easements for the use of the general public and for installation of utilities.

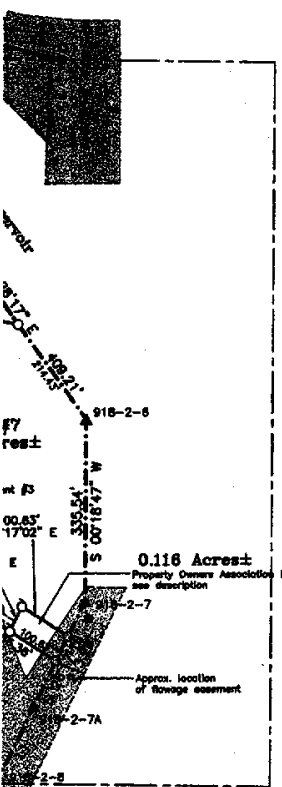
9-28-01
Michael Spartz

of Maricopa ARIZONA
County of Maricopa



- Legend**
- Found Iron Pin
 - Set Iron Pin
 - ⊙ PK Nail
 - ▲ Cotton Spindle
 - ▲ Lake Monument
 - Found Nail
 - ⊞ Telephone Box
 - ⊕ Power Pole
 - ⊕ Water Meter
 - ⊕ Propane Tank
 - ⊕ Computed Point
 - Quarter-Quarter Section Line
 - Takes Line
 - Overhead Electric
 - Building Setback

Acres:
Property Owners Association Parcel #1 description



2004 24688
 Recorded in the Above
 Deed Book & Page
 06-02-2004 03:05:17 PM

Survey Description

Located in a part of the SW 1/4 of the NW 1/4, and in a part of the SE 1/4 of the NW 1/4, and in a part of the NE 1/4 of the SW 1/4, and in a part of the SE 1/4 of the SW 1/4 of Fractional Section 4, Township 19 North, Range 28 West in Benton County, Arkansas, more precisely described as follows: Starting at the NW Corner of the SW 1/4 of Fractional Section 4 for the true POINT OF BEGINNING;

thence North 75 degrees 14 minutes 55 seconds West, 301.20 feet;
 thence North 55 degrees 12 minutes 46 seconds West, 257.91 feet;
 thence South 85 degrees 27 minutes 18 seconds West, 106.30 feet;
 thence along the centerline of an existing gravel road;
 North 36 degrees 29 minutes 57 seconds West, 130.80 feet;
 thence North 27 degrees 25 minutes 37 seconds West, 109.21 feet;
 thence North 12 degrees 08 minutes 10 seconds West, 111.30 feet;
 thence North 04 degrees 02 minutes 42 seconds East, 196.47 feet;
 thence North 06 degrees 04 minutes 27 seconds West, 72.81 feet;
 thence North 25 degrees 56 minutes 22 seconds West, 62.39 feet;
 thence North 52 degrees 47 minutes 20 seconds West, 178.21 feet;
 thence leaving said centerline;
 North 82 degrees 24 minutes 30 seconds East, 574.08 feet;
 thence along the centerline of Benton County #91 (Ventris Road);
 South 47 degrees 46 minutes 21 seconds East, 68.56 feet;
 thence leaving said centerline and along the centerline of a 30 foot wide access easement;
 South 01 degrees 00 minutes 00 seconds East, 502.81 feet;
 thence South 33 degrees 05 minutes 41 seconds East, 75.17 feet;
 thence South 38 degrees 48 minutes 34 seconds East, 91.42 feet;
 thence leaving said access easement;
 North 54 degrees 09 minutes 43 seconds East, 340.15 feet;
 thence along the centerline of Benton County #91 (Ventris Road);
 thence South 42 degrees 24 minutes 35 seconds East, 114.30 feet;
 thence South 47 degrees 36 minutes 04 seconds East, 303.61 feet;
 thence South 00 degrees 50 minutes 05 seconds East, 158.90 feet;
 thence South 89 degrees 52 minutes 18 seconds East, 105.13 feet;
 thence leaving said centerline;
 South 75 degrees 34 minutes 17 seconds East, 247.25 feet;
 thence along the Beaver Reservoir Taling Line;
 North 88 degrees 35 minutes 18 seconds East, 438.73 feet;
 thence South 35 degrees 28 minutes 43 seconds East, 423.21 feet;
 thence South 33 degrees 38 minutes 17 seconds East, 439.21 feet;
 thence South 00 degrees 18 minutes 47 seconds West, 335.54 feet;
 thence South 28 degrees 17 minutes 16 seconds West, 213.28 feet;
 thence South 28 degrees 18 minutes 04 seconds West, 157.94 feet;
 thence South 00 degrees 20 minutes 55 seconds West, 227.82 feet;
 thence South 00 degrees 04 minutes 15 seconds West, 141.90 feet;
 thence leaving said Taling Line;
 North 88 degrees 30 minutes 12 seconds West, 128.88 feet;
 thence North 00 degrees 20 minutes 28 seconds East, 221.98 feet;
 thence North 57 degrees 17 minutes 02 seconds West, 346.32 feet;
 thence South 53 degrees 38 minutes 18 seconds West, 30.36 feet;
 thence North 36 degrees 25 minutes 51 seconds East, 120.52 feet;
 thence along the centerline of a 30 foot wide access easement;
 North 34 degrees 49 minutes 52 seconds East, 104.58 feet;
 thence North 41 degrees 43 minutes 00 seconds East, 162.77 feet;
 thence leaving said access easement;
 South 84 degrees 06 minutes 45 seconds West, 350.48 feet;
 thence North 53 degrees 12 minutes 05 seconds West, 37.49 feet;
 thence North 24 degrees 25 minutes 18 seconds West, 56.41 feet;
 thence North 05 degrees 52 minutes 55 seconds West, 130.37 feet;
 thence along the West line of the NE 1/4 of the SW 1/4;
 North 00 degrees 31 minutes 49 seconds East, 870.27 feet
 to the true POINT OF BEGINNING containing 38,771 acres more or less and being subject to a 30 foot wide access easement, a right-of-way of Benton County #91 (Ventris Road), an existing gravel access road and any other easements of record.

Access Easement Description

Located in a part of the SW 1/4 of the NW 1/4, and in a part of the SE 1/4 of the NW 1/4, and in a part of the NE 1/4 of the SW 1/4 of Fractional Section 4, Township 19 North, Range 28 West in Benton County, Arkansas, more precisely described as follows: Starting at the SW Corner of the NE 1/4 of the SW 1/4 of Fractional Section 4;

thence South 89 degrees 52 minutes 57 seconds East, 370.05 feet;
 thence North 07 degrees 53 minutes 50 seconds East, 13.87 feet;
 thence North 53 degrees 46 minutes 08 seconds East, 15.00 feet
 to the true POINT OF BEGINNING;

thence along the centerline of a 30 foot wide access easement;
 North 36 degrees 13 minutes 52 seconds West, 98.21 feet;
 thence North 11 degrees 27 minutes 33 seconds East, 46.85 feet;
 thence North 34 degrees 45 minutes 11 seconds East, 104.48 feet;
 thence North 41 degrees 40 minutes 41 seconds East, 240.28 feet;
 thence North 30 degrees 39 minutes 28 seconds East, 52.83 feet;
 thence North 05 degrees 36 minutes 11 seconds East, 88.85 feet;
 thence North 03 degrees 27 minutes 55 seconds West, 84.35 feet;
 thence North 21 degrees 05 minutes 03 seconds West, 77.01 feet;
 thence North 31 degrees 14 minutes 35 seconds West, 171.23 feet;
 thence North 34 degrees 56 minutes 14 seconds West, 72.00 feet;
 thence North 49 degrees 45 minutes 08 seconds West, 94.54 feet;
 thence North 23 degrees 09 minutes 25 seconds West, 101.84 feet;
 thence North 39 degrees 47 minutes 15 seconds West, 49.47 feet;
 thence North 54 degrees 22 minutes 22 seconds West, 95.98 feet;
 thence North 37 degrees 37 minutes 36 seconds West, 433.37 feet;
 thence North 28 degrees 38 minutes 50 seconds West, 287.83 feet;
 thence North 01 degrees 00 minutes 00 seconds West, 502.81 feet
 to the end of said easement and the centerline of Benton County #91 (Ventris Road).

Surveyor's Certification

This is to certify that an accurate survey was made of the here on-described property and that this plot is the results of that survey. The above-described land was surveyed under the supervision of Ramsey Surveying, Inc. with a plot of said survey filed in the Circuit Clerk's Office, Benton County. Books of bearings is according to the Beaver Reservoir Taling Line.

FLOOD CERTIFICATION: According to this survey, part of the above-described land appears to lie in a known flood area, according to FIRM Community-Panel number 08007C0200 E, effective date, September 18, 1991. The property surveyed is located in zones "A" and "X". Survey and plot completed June 4, 2001. Plot revised August 14, 2001.

Survey Description Tract #1

Located in a part of the SW 1/4 of the NW 1/4 of Fractional Section 4, Township 19 North, Range 28 West in Benton County, Arkansas, more precisely described as follows: Starting at the SE Corner of the SW 1/4 of the NW 1/4 of Fractional Section 4;

thence North 00 degrees 31 minutes 49 seconds East, 83.88 feet;
 thence North 40 degrees 07 minutes 18 seconds East, 67.46 feet;
 thence North 38 degrees 42 minutes 51 seconds West, 140.90 feet;
 thence North 38 degrees 25 minutes 56 seconds West, 128.53 feet;
 thence North 38 degrees 48 minutes 34 seconds West, 91.42 feet;
 to the true POINT OF BEGINNING;

thence North 80 degrees 59 minutes 15 seconds West, 802.03 feet;
 thence along the centerline of an existing gravel road;
 North 04 degrees 02 minutes 42 seconds East, 21.33 feet;
 thence North 06 degrees 06 minutes 27 seconds West, 72.51 feet;
 thence North 25 degrees 56 minutes 22 seconds West, 62.39 feet;
 thence North 52 degrees 47 minutes 20 seconds West, 178.21 feet;
 thence leaving said centerline;
 North 62 degrees 24 minutes 30 seconds East, 574.08 feet;
 thence along the centerline of Benton County #91 (Ventris Road);
 South 47 degrees 46 minutes 21 seconds East, 68.56 feet;

Survey Description Tract #6

Located in a part of the NE 1/4 of the SW 1/4 of Fractional Section 4, Township 19 North, Range 18 West in Benton County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NE 1/4 of the SW 1/4 of Fractional Section 4;

thence South 00 degrees 31 minutes 49 seconds West, 703.22 feet
 to the true POINT OF BEGINNING;

thence North 78 degrees 48 minutes 52 seconds East, 547.11 feet;
 thence along the centerline of a 30 foot wide access easement;
 South 33 degrees 28 minutes 28 seconds East, 22.18 feet;
 thence South 05 degrees 45 minutes 18 seconds West, 113.56 feet;
 thence South 08 degrees 21 minutes 10 seconds East, 182.30 feet;
 thence South 08 degrees 32 minutes 07 seconds West, 84.80 feet;
 thence continue along said line, South 08 degrees 32 minutes 07 seconds West, 7.87 feet;
 thence South 09 degrees 09 minutes 47 seconds West, 127.14 feet;
 thence leaving said centerline;
 South 54 degrees 06 minutes 45 seconds West, 350.48 feet;
 thence North 53 degrees 12 minutes 05 seconds West, 37.49 feet;
 thence North 24 degrees 25 minutes 18 seconds West, 56.41 feet;
 thence North 05 degrees 52 minutes 55 seconds West, 130.37 feet;
 thence North 00 degrees 31 minutes 49 seconds East, 167.05 feet
 to the true POINT OF BEGINNING containing 5.137 acres more or less and being subject to a 30 foot wide access easement and any other easements of record.

Survey Description Tract #7

Located in a part of the NE 1/4 of the SW 1/4 of Fractional Section 4, Township 19 North, Range 18 West in Benton County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NE 1/4 of the SW 1/4 of Fractional Section 4;

thence South 00 degrees 31 minutes 49 seconds West, 703.17 feet;
 thence North 78 degrees 48 minutes 52 seconds East, 547.11 feet
 to the true POINT OF BEGINNING;

thence along the centerline of a 30 foot wide access easement;
 North 33 degrees 28 minutes 28 seconds West, 197.53 feet;
 thence leaving said centerline;
 South 79 degrees 35 minutes 03 seconds East, 430.59 feet;
 thence along the Beaver Reservoir Taling Line;
 South 35 degrees 28 minutes 17 seconds East, 214.43 feet;
 thence South 00 degrees 18 minutes 47 seconds West, 335.54 feet;
 thence South 28 degrees 17 minutes 16 seconds West, 70.49 feet;
 thence leaving said Taling Line;
 North 57 degrees 17 minutes 02 seconds West, 100.83 feet;
 thence South 28 degrees 17 minutes 16 seconds West, 50.32 feet;
 thence North 57 degrees 17 minutes 02 seconds West, 285.73 feet;
 thence along the centerline of a 30 foot wide access easement;
 North 06 degrees 32 minutes 07 seconds East, 64.89 feet;
 thence North 05 degrees 45 minutes 18 seconds West, 113.56 feet;
 thence North 28 degrees 43 minutes 18 seconds West, 113.56 feet;
 thence North 33 degrees 28 minutes 27 seconds West, 22.18 feet
 to the true POINT OF BEGINNING containing 4.861 acres more or less and being subject to a 30 foot wide access easement, a 20 foot wide access easement, the Beaver Reservoir Taling Line and any other easements of record.

Survey Description Tract #8

Located in a part of the NE 1/4 of the SW 1/4 and in a part of the SE 1/4 of the SW 1/4 of Fractional Section 4, Township 19 North, Range 18 West in Benton County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NE 1/4 of the SW 1/4 of Fractional Section 4;

thence South 00 degrees 31 minutes 49 seconds West, 703.17 feet;
 thence along said line, South 00 degrees 31 minutes 49 seconds West 167.10 feet;
 thence South 53 degrees 52 minutes 55 seconds East, 130.37 feet;
 thence South 17 degrees 47 minutes 16 seconds East, 65.94 feet;
 thence South 35 minutes 12 minutes 05 seconds East, 37.49 feet;
 thence North 53 degrees 12 minutes 05 seconds East, 37.49 feet;
 thence North 84 degrees 06 minutes 45 seconds East, 380.48 feet
 to the true POINT OF BEGINNING;

thence along the centerline of a 30 foot wide access easement;
 North 36 degrees 08 minutes 47 seconds East, 127.14 feet;
 thence North 08 degrees 32 minutes 06 seconds East, 7.87 feet;
 thence leaving said centerline;
 South 57 degrees 17 minutes 02 seconds East, 368.36 feet;
 thence along the Beaver Reservoir Taling Line;
 South 25 degrees 17 minutes 16 seconds East, 82.45 feet;
 thence South 28 degrees 18 minutes 04 seconds West, 157.94 feet;
 thence South 00 degrees 20 minutes 55 seconds West, 227.82 feet;
 thence South 00 degrees 04 minutes 15 seconds West, 141.90 feet;
 thence leaving said Taling Line;
 North 88 degrees 30 minutes 12 seconds West, 128.88 feet;
 thence North 00 degrees 20 minutes 28 seconds East, 221.98 feet;
 thence North 57 degrees 17 minutes 02 seconds West, 346.32 feet;
 thence South 53 degrees 38 minutes 18 seconds West, 30.36 feet;
 thence North 36 degrees 25 minutes 51 seconds East, 120.52 feet;
 thence along the centerline of a 30 foot wide access easement;
 North 34 degrees 49 minutes 52 seconds East, 104.58 feet;
 thence North 41 degrees 43 minutes 00 seconds East, 162.77 feet;
 to the true POINT OF BEGINNING containing 0.154 acres more or less and being subject to a 30 foot wide access easement, a 20 foot wide access easement, the Beaver Reservoir Taling Line and any other easements of record.

Survey Description Property Owner's Association Parcel #1

Located in a part of the NE 1/4 of the SW 1/4 and in a part of the SE 1/4 of the SW 1/4 of Fractional Section 4, Township 19 North, Range 18 West in Benton County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NE 1/4 of the SW 1/4 of Fractional Section 4;

thence North 00 degrees 31 minutes 49 seconds East, 83.88 feet;
 thence North 40 degrees 07 minutes 18 seconds East, 67.46 feet;
 thence South 51 degrees 12 minutes 18 seconds East, 6.95 feet;
 thence South 88 degrees 35 minutes 18 seconds East, 415.48 feet;
 thence continue along said line, South 88 degrees 35 minutes 18 seconds East, 188.84 feet
 to the true POINT OF BEGINNING;

thence North 01 degrees 24 minutes 42 seconds East, 55.88 feet;
 thence South 75 degrees 34 minutes 17 seconds East, 247.25 feet;
 thence North 88 degrees 35 minutes 18 seconds West, 240.89 feet;
 to the true POINT OF BEGINNING containing 0.154 acres more or less and being subject to the right-of-way of Benton County #91 (Ventris Road), the Beaver Reservoir Taling Line and any easements of record.

Survey Description Property Owner's Association Parcel #2

Located in a part of the NE 1/4 of the SW 1/4 of Fractional Section 4, Township 19 North, Range 18 West in Benton County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NE 1/4 of the SW 1/4 of Fractional Section 4;

thence South 00 degrees 31 minutes 49 seconds West, 870.27 feet;
 thence South 38 degrees 42 minutes 51 seconds East, 130.37 feet;
 thence South 17 degrees 47 minutes 16 seconds East, 65.94 feet;
 thence South 24 degrees 25 minutes 18 seconds East, 56.41 feet;
 thence South 53 degrees 12 minutes 05 seconds East, 37.49 feet;
 thence North 84 degrees 06 minutes 45 seconds East, 380.48 feet;
 thence North 05 degrees 52 minutes 55 seconds East, 130.37 feet;
 thence North 08 degrees 32 minutes 06 seconds East, 7.87 feet;
 thence South 57 degrees 17 minutes 02 seconds East, 285.73 feet
 to the true POINT OF BEGINNING;

road and any other easements or records.

Survey Description Tract #2

Located in a part of the SW 1/4 of the NW 1/4 of Fractional Section 4, Township 19 North, Range 20 West in Benton County, Arkansas, more precisely described as follows: Starting at the SE Corner of the SW 1/4 of the NW 1/4 of Fractional Section 4 for the true POINT OF BEGINNING;

Survey Description Tract #3

Located in a part of the SW 1/4 of the NW 1/4 and in a part of the SE 1/4 of the NW 1/4 of Fractional Section 4, Township 19 North, Range 18 West in Benton County, Arkansas, more precisely described as follows: Starting at the SE Corner of the SW 1/4 of the NW 1/4 of Fractional Section 4;

Survey Description Tract #4

Located in a part of the NE 1/4 of the SW 1/4 of Fractional Section 4, Township 19 North, Range 18 West in Benton County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NE 1/4 of the SW 1/4 of Fractional Section 4 for the true POINT OF BEGINNING;

Survey Description Tract #5

Located in a part of the NE 1/4 of the SW 1/4 and in a part of the SE 1/4 of the NW 1/4 of Fractional Section 4, Township 19 North, Range 18 West in Benton County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NE 1/4 of the SW 1/4 of Fractional Section 4 for the true POINT OF BEGINNING;

with survey subject to the easement reservation having been made by easements of record.

Survey Description Sign Easement

Located in a part of the SW 1/4 of the NW 1/4 of Fractional Section 4, Township 19 North, Range 18 West in Benton County, Arkansas, more precisely described as follows: Starting at the SE Corner of the SW 1/4 of the NW 1/4 of Fractional Section 4;

Survey Description Access Easement #2

Located in a part of the NE 1/4 of the SW 1/4 and in a part of the SE 1/4 of the NW 1/4 of Fractional Section 4, Township 19 North, Range 18 West in Benton County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NE 1/4 of the SW 1/4 of Fractional Section 4;

Survey Description Access Easement #3

Located in a part of the NE 1/4 of the SW 1/4 of Fractional Section 4, Township 19 North, Range 18 West in Benton County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NE 1/4 of the SW 1/4 of Fractional Section 4;

Benton County, AR
I certify this instrument was filed on
06-02-2004 03:05:17 PM
and recorded in Deed Book
2004 at pages 24685 - 24689
Brenda DeShields-Circuit Clerk

2004 24689
Recorded in the Above
Deed Book & Page
06-02-2004 03:05:17 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

SURVEYOR'S NOTES:

1. This plot is a revision of Plat Record P3 898 to remove the building setbacks from the side & rear property lines.

Surveyor's information box including name (John L. Ramsey), address (1720 West Poplar Street, Rogers, Ar. 72758), job title (Surveyor), and details of the current survey (Bristol Bay Estates For Steve Sallor, Scale 1"=200', Date 6/14/01, Location Pt. of NW 1/4 & Pt. of SW 1/4 of Frac Sec 4, Twp 19 N, Rg 20 W).



P4 131