

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
THE BRIMWOODS SUBDIVISION PHASE I**

KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS, Brimwoods Development, LLC**, an Arkansas Limited Liability Company, ("Brimwoods"), is the owner of the described lands lying in the City of Centerton, Benton County, Arkansas, and proposes the development upon said lands, of a residential subdivision to be named The Brimwoods Subdivision("The Brimwoods Subdivision"), and

**WHEREAS, Brimwoods**, desires to provide for the construction of certain streets, utilities and residential improvements thereon and to provide for the preservation of the values in said subdivision by subjecting phase I ("Phase I") of said lands herein described, to this Declaration of Covenants and Restrictions and Easements (the "Declaration of Restrictions, or the "Declaration"), each and all of which is and are for the benefit of said property and each Owner thereof;

**NOW, THEREFORE**, Brimwoods, hereby declares that the real property described in Section 1 of Article I hereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth:

**ARTICLE I – SUBJECT PROPERTY**

**Section 1. Existing Property.** The existing real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located and situated in the City of Centerton, County of Benton, State of Arkansas (the "City" or the "City of Centerton"), to-wit:

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**ARTICLE II - ARCHITECTURAL CONTROL COMMITTEE  
AND PROPERTY OWNERS ASSOCIATION**

**Section 1. The Architectural Control Committee.** The Architectural Control Committee of The Brimwoods Subdivision, hereinafter sometimes referred to as the "ACC", shall be composed of three (3) or more representatives appointed from time to time by the Board of Managers of Brimwoods. At any time after execution hereof, Brimwoods, may, by written and recorded instrument, waive its right of appointment of members of the ACC, in which event such members shall be replaced biannually by the Broad of Directors of the Property Owners Association. However, vacancies occurring between such elections shall be filled by majority vote of the remaining members of the ACC. The ACC shall make its determinations by majority vote and the determination of the individual committee members shall be upon the exercise of the sole and absolute discretion of each such member.



Section 2. The ACC Functions. The ACC is herein established to exercise all powers and duties set forth in this Declaration, any supplemental Declaration hereinafter filed, any rules and regulations hereinafter enacted by the Property Owners Association, as hereinafter set forth, or the ACC and all other lawful powers and duties deemed by the POA or the ACC as advisable or necessary to enforce this Declaration for The Brimwoods Subdivision and to perform the following functions:

(a) Except as to the original construction of the infrastructure of the subdivision by Brimwoods, no building, wall or other structure shall be commenced, erected or maintained upon the subdivision or any Lot therein, nor shall any exterior addition, change or alteration be made thereto, until and unless the name and particulars of the proposed building contractor and the plans, specifications and plot plan showing the nature, kind, shape, height, materials and location of such proposed construction shall have been submitted to and approved in writing by the ACC as to the qualifications of such building contractor and as to the suitability of such construction with respect to harmony of external design, location in relation to surrounding structures and topography and compliance with this Declaration. In the event the ACC fails to approve or disapprove any such building contractor or the proposed design or location of such construction within fifteen (15) days after said plans and specifications have been properly submitted to it in accordance with any rules and regulations which may be adopted thereby, approval will not be required and this provision will be deemed to have been fully complied with, except to the extent such construction is in violation of this Declaration, or the codes and ordinances of the City of Centerton. A "building contractor" is defined for the purposes hereof to include, but is not limited to, any general contractor, building contractor, construction consultant, architect, engineer, design builder or the Owner, where such Owner acts as his own contractor. The ACC, through its members or duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or other part of the subdivision at reasonable hours for the purpose of the performance of its functions hereunder.

Section 3. ACC Responsibility. The function of the ACC is designed for the enforcement of this Declaration. The performance of its duties with respect thereto shall be on a best efforts basis, without personal liability on any individual person or entity serving on the committee, in an effort to reasonably protect the aesthetics and property values of The Brimwoods Subdivision and the health, safety and welfare of all of the Owners therein as a community of interests. Review and approval of plans by the ACC shall not bear, or impose any responsibility by or upon the ACC for ensuring the structural integrity or soundness of approve construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. All building plans must also be approved by the City of Centerton.

Section 4. Property Owners Association. The Property Owners Association, hereinafter sometimes referred to as "POA", shall be formed at the time this Declaration of Covenants and Restrictions for The Brimwoods Subdivision is filed for record. The ACC shall function as a part of the POA. The POA shall have the right, authority, but not the obligation to, at any time and from time to time, impose upon the Owners such assessments which they deem necessary or appropriate for the costs incurred or to be incurred by the POA and ACC of such holding, ownership, operation, improvement, maintenance and regulation, including, but not limited to, ad valorem taxes and liability and property damage insurance upon the same, and any other costs, including administration costs, incurred or to be incurred by the POA or ACC in their performance of any and

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all rights, duties and obligations placed upon them under this Declaration. The Owners of a lot as of December 1, of each year shall be obliged to pay any such assessments imposed by the POA for such purpose by March 1, of each year together with interest thereon at a per annum rate equal to the Federal Discount Rate plus five percent (5%) and any attorneys fees or other costs of collection for any delinquency in payment thereof. The POA shall have the further right and authority to impose and enforce a lien upon any Lot and/or bring suit or other legal action for any nonpayment of such an assessment by the Owner thereof. Each such assessment, together with such interest, costs and fees, shall further be the personal obligation of the Owner at the time when the assessment is due but such personal obligation shall not pass to successors in title unless expressly assumed by them. The members of the board of the POA, their successors in office and assigns, shall have the right, obligation and authority to take title at any time and from time to time upon the transfer of title from Brimwoods, to the POA, its successors or assigns, to any and all "Common Properties" as reflected upon the Plats of The Brimwoods Subdivision and to hold, own, operate, and improve, maintain and regulate the use of the same as Trustees for the use and benefit of the Owners of The Brimwoods Subdivision.

### **ARTICLE III - UTILITIES AND EASEMENTS**

**Section 1. Utilities Reserved.** It is contemplated that utilities for the subdivision shall be placed underground and furnished and/or serviced by public authorities or utility companies so engaged in the vicinity thereof. Brimwoods has and hereby retains the exclusive right to negotiate initial contracts (as to financial costs to Brimwoods) and agreements with such public authorities or utility companies, under such conditions and for such considerations as it shall deem proper under the circumstances. The utilities referred to may include, but are not limited to, water, sewer, natural gas, electrical, fiber-optics, telephone and cable television services. Nothing herein contained shall be construed or interpreted as an obligation on the part of Brimwoods, to be the provider of said utilities service, or affect said utilities service relationship with and under the authority of the City.

**Section 2. Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities serving the lots are reserved as shown on the recorded plat of the subdivision referred to herein. Within these easement, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may materially change the direction of flow, obstruct, or retard the flow of water in and through the drainage channels across such easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which one or more public authorities or utilities are responsible. By acceptance of a deed to any such Lot, the Owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any and all easements which may traverse any portion of said Lot.

### **ARTICLE IV - PROTECTIVE COVENANTS**

**Section 1. Zoning.** All Lots within The Brimwoods Subdivision Phase I, shall be held, owned, occupied and used solely for single family residential purposes in accordance with the provisions of this Declaration, the recorded subdivision plat thereof, and the subdivision and building codes of the city of Centerton, Arkansas. Any and all conflicts shall be resolved in favor of

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the more restrictive thereof. All uses of said lands shall be subject to the regulations set forth in the Centerton Zoning Ordinance, for Residential R-2 Zoning. Each Lot in The Brimwoods Subdivision Phase I shall be restricted to one (1) single family residential structure.

Section 2. Re-subdivision. No Lot shall be re-subdivided without the written approval of the ACC and the City of Centerton, Arkansas. In the event such a re-subdivision is intended to permit the construction of a single residential structure upon two or more Lots, written approval shall also be required from any public authority or utility company which has then utilized any easements on the effected interior Lot lines.

Section 3. Residential Square Footage Limitations. No residential structure shall be erected, altered, placed or permitted to remain on any Lot which contains less than the minimum square footage requirement as provided in this Declaration or the Supplemental Declarations recorded in connection therewith. Such minimum square footage requirement shall be calculated on heated and livable floor space excluding porches, garages, patios, decks and other attachments to the structure. The minimum square footage requirement for the Lots in Phase I, being the initial phase of The Brimwoods Subdivision subjected to this Declaration in Article 1, Section 1 hereof, shall be one thousand four hundred (1,400) square feet. Notwithstanding anything to the contrary contained herein, if Brimwoods desires to amend this Declaration to reduce the minimum building size square footage, Brimwoods shall first obtain approval from the City of Centerton. No such waiver, or modification shall be effective until the proper instrument, in writing, shall have been executed and recorded in the office of the Recorder for Benton County, Arkansas.

Section 4. Building Height Limitations. No structure shall be erected, altered, placed or permitted to remain on any Lot which exceeds two stories in height from street level. Although basements which are partially below street level shall be excluded from such height restriction calculation.

Section 5. Outbuildings and Similar Improvements. Outbuildings and improvements such as cabanas, gazebos and pools shall be allowed within the building area of any Lot upon ACC approval and so long as incidental and related to residential use of the premises and the design thereof is compatible with the residential structure.

Section 6. Garages. All single family residential structures shall include a private garage for not less than two (2) automobile which shall be served by a concrete driveway, which concrete driveway shall be of a minimum width of eighteen (18) feet. All garages facing the street shall be finished inside and fully enclosed with garage doors.

Section 7. Roofs. All roofing materials shall meet the requirements in all respects of any applicable ordinance of the city of Centerton, Arkansas, and shall further be approved in writing by the Architectural Control Committee prior to any installation of such materials. The ACC will not approve any roofing materials with a warranty of less than 20 years. The roof pitch of any residential structure shall be at an four twelve (4-12) minimum, provided, however, the ACC may approve variations in such pitch which they deem necessary or appropriate with respect to portions of the roof such as those located over dormers, covered patios, covered decks and other similar type situations involving the design of the particular residential structure under consideration.

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Section 8. Exterior Building Materials. If approved by the ACC, a residential structure may have up to a minimum of twenty percent (20%) of the exterior walls consisting of brick, brick veneer, stone, stone veneer or masonry covering, or stucco.

Section 9. Front and Side Yard Materials. All front and side yards located between the street and a line drawn from the side Lot lines across the rear foundation of the residential structure shall be covered with grass sodding no later than ninety (90) days subsequent to the completion of construction of any residential structure upon the Lot. The ACC may, however, grant an extension for the installation of such materials by reason of weather or other reasonable delays.

Section 10. Sidewalks. Every Owner shall cause sidewalks to be installed upon their Lot in compliance with the requirements of the City of Centerton, Arkansas. The installation of said sidewalks shall occur not later than completion of construction of any residential structure upon the Lot. Said sidewalks shall be standard four (4) feet wide and be aligned to all other lots.

Section 11. Street and Curb Cuts. Unless approved by the City of Centerton, the cutting of streets in The Brimwoods Subdivision is strictly prohibited and the cutting of curbs shall be avoided where possible. Every Owner shall be responsible for assuring that neither they nor any building contractor or subcontractor utilized by them shall cut any streets within the subdivision or make any unnecessary curb cuts within the subdivision.

Section 12. Temporary Structures. No structure of a temporary character, including, but not limited to, any trailer, mobile home, tent, shack, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 13. Residency Restrictions. No residential structure erected, altered, placed or permitted to remain on any Lot may be utilized at any time as a residence, whether permanent or temporary, by more than eight (8) persons. For purposes of this provision, the term "residence" is defined to mean "home" or "usual place of abode" and, although not intended to limit social guests or invitees or reasonable duration whose level of occupancy does not rise to the level of a nuisance or of a residency as above defined, the term "residence" shall be strictly construed and interpreted to prohibit regular occupancy of the residential structure in excess of the above set forth limit of eight (8) persons.

Section 14. Yard Space Restrictions. No building shall be placed closer to the front, rear or side Lot lines than the setback lines shown thereof on the recorded subdivision plat, provided, however, where such is not shown thereon, the following will apply:

- (a) No residential structure or any building incident thereto shall be closer than twenty five (25) feet to a front Lot line or twenty five (25) feet to a rear Lot line.
- (b) No residential structure or any building incident thereto shall be closer than seven (7) feet from any side Lot line or twenty five (25) feet from any side Lot line adjacent to a street.

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Section 15. Time for Completion of Buildings. All structures shall be completed in accordance with all applicable permits, codes, standards, rules and regulations applicable thereto within six months of start of construction as to the exterior and within twelve months of start of construction as to interior.

Section 16. Electric Wiring and Plumbing. Electric wiring and plumbing installed in any structure within The Brimwoods Subdivision shall be in accordance with the building codes of the City of Centerton, Arkansas.

Section 17. Water Supply and Sewage Disposal. All dwellings must attach to water and sewer facilities as provided by the City of Centerton.

Section 18. Sight Triangle (Distance at Intersections). No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the site triangle, per the City of Centerton code. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. All lots must meet with the City of Centerton codes and ordinances.

Section 19. Signs. All signs are prohibited within The Brimwoods Subdivision except as set forth below:

- (a) Signs erected by Brimwoods, or a public authority for identification of the project, streets, traffic control and directional purposes; and
- (b) Signs of a temporary nature advertising property for sale or rent, which such signs shall not exceed six (6) square foot in area, shall be limited to one (1) such sign per Lot, must be placed upon the specific property involved, and
- (c) Signs erected by Brimwoods, in furtherance of its Lot and home sales program, specifically including, but not limited to, the advertisement of one or more Model Homes, which must meet City code.

Section 20. Fences. Except for any fencing which may be constructed by Brimwoods, to set off and identify The Brimwoods Subdivision, retaining walls and fencing of any portion of a Lot can not be located past the front foundation line of the residential structure. All fences shall meet city code and shall not exceed six (6) feet in height and may be constructed with decorative or ornamental wood, wood, brick, brick veneer, stone, stone veneer or masonry covering. Rear yard retaining walls and fencing shall be of the above set forth materials only. Rear yards may also be utilized for dog pens and recreational vehicle parking areas, so long as the same are appropriately screened from view by walls, fences or plantings and thereafter properly maintained. Wire fencing is strictly prohibited.

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**Section 21. Off Street Parking.** Parking on the roads and streets within The Brimwoods Subdivision shall be prohibited. All vehicles other than recreational vehicles shall be parked in the garage or driveway of the respective Lots. Recreational vehicles, including, but not limited to, boats, motor homes, travel trailers, four wheelers, and campers, shall not be parked or stored on any portion of a Lot located between the street and the front line of the residence, except for a temporary period of time not exceeding three (3) days, provided, however, the same may be parked or stored in excess of such time if on the side or at the rear of the residential structure and if maintained in a closed garage area or within a side or rear yard screened area.

**Section 22. Satellite Dishes.** Satellite television receiver dishes are permitted provided that such are located only in rear yard building areas and are screened from view in accordance with the provisions hereof for fences.

**Section 23. Businesses Prohibited in Residential Areas.** The practice of any profession or the carrying on of any business or home occupation is prohibited within The Brimwoods Subdivision except for home offices which do not create any extraordinary traffic within the subdivision.

**Section 24. Nuisances.** No obnoxious or offensive activity shall be carried on upon any Lot including, but not limited to, the following:

(a) **Storage of Building Materials.** No building material of any kind or character shall be placed or stored upon any Lot until the Owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed.

(b) **Inoperative Vehicles.** No automobile, truck, bus, tractor, or other vehicle shall be left inoperative on any Lot for a period of more than fourteen (14) days except in accordance with the provisions hereof for off street parking.

(c) **Destroyed Structures.** In the event that a residential structure or any other improvement upon any Lot in The Brimwoods Subdivision is for any reason totally destroyed or partially damaged to the extent that the same is unusable for its intended purpose, the Owner shall raze or remove the structure or commence the repair or rebuilding of such within one hundred twenty (120) days from the date of such damage.

(d) **General Maintenance.** The Owner of any Lot or Living Unit shall properly provide for the exterior maintenance thereof, including, but not limited to, the following: cut, trim, care for and maintain trees, shrubs and grass, repair, replace and care for walks, roofs, gutters, downspouts, exterior building surfaces, windows, fascia, doors and decks and make other exterior improvements, including repainting or staining, as needed.

(e) **Oil, Gas and Mining Operations.** No oil, natural gas or mineral drilling, development operations, refining, quarrying, tunneling, or mining operations of any kind shall be permitted upon or in any Lot within The Brimwoods Subdivision. No derrick or

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other structure designed for use in boring for oil or natural gas, nor any oil wells, gas wells, tanks, tunnels, mineral expeditions or shafts shall be erected, maintained or permitted.

Section 25. Pets, Livestock or Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot within The Brimwoods Subdivision, except that dogs, cats or other usual household pets which are not considered inherently frightening or a nuisance to the general public may be kept provided that no more than three (3) such pets shall be kept and maintained and they are not kept, bred or maintained for any commercial purposes. Reptiles and wild or exotic animals shall under no circumstances be construed as usual household pets.

Section 26. Underground Utilities. All utilities within The Brimwoods Subdivision shall be placed underground.

Section 27. Mail Boxes. The owners of all lots in The Brimwoods Subdivision; Phase I, shall install at owners expense a mail box conforming to specifications determined by the ACC. The mail boxes shall be purchased from Brimwoods, or their designated entity, so as to insure uniformity of design and quality of construction. The mail box shall be competitively priced. The location of the mail boxes shall be determined by the local post master.

#### **ARTICLE V - MISCELLANEOUS PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of not less than 75% of the total Lots has been recorded, agreeing to remove said covenants and restrictions, provided, however, that no such agreement to remove said covenants and restrictions shall be effective unless made and recorded one (1) year in advance of the effective date thereof and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Amendments. Except as provided in Article IV, Section 3 above, the covenants and restrictions of this Declaration may be amended at any time after execution hereof provided an instrument signed by the then Owners of not less than 75% of the total Lots has been recorded agreeing to such amendment, and further provided that no such amendment shall be effective unless made and recorded ninety (90) days in advance of the effective date thereof and unless written notice of the proposed amendment is sent to every Owner at least thirty (30) days in advance of any action taken.

Section 3. Voting Rights. Notwithstanding anything in this Declaration or any Supplemental Declaration to the contrary, it is the intent of this instrument to provide that any vote required of the Owners of Lots in The Brimwoods Subdivision shall be taken on the basis of one (1) vote for each Lot. When more than one person and/or entity holds such an interest entitled to vote, their single vote shall be cast as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to a Lot.





**Section 4. Invalidity.** If any of the provisions of this Declaration, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of such instrument and the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

**Section 5. Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, certified mail, to the last known address of the person who appears as Owner on the public records at the time of such mailing.

**Section 6. Genders and Plurals.** Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural, and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the project.

**Section 7. Captions.** The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text.

**Section 8. Enforcement.** Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction herein, either to restrain violation or to recover damages against the party in violation, and/or against the land to enforce any requirement created by these covenants. Failure by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 9. Assignment, Transfer or Conveyance by Developer.** Brimwoods reserves and shall have the right to assign, transfer or convey any reservations, rights or obligations of Brimwoods, hereunder, and upon such assignment, transfer or conveyance, Brimwoods shall immediately be released and discharged as to any and all liability incident to such reservations, right or obligation.

**Section 10. Applicability.** All provisions set forth herein shall extend to and be binding on the respective legal representatives, heirs, successors and assigns of all Owners and other parties mentioned herein where consistent with the context thereof.

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(Signature page follows)

2005 63945  
Recorded in the Above  
Deed Book & Page  
11-23-2005 09:59:21 AM

IN WITNESS WHEREOF Brimwoods Development, LLC has caused this instrument to be executed by its duly authorized officers this 4th day of Nov., 2005.

Developer  
Brimwoods Development, LLC  
An Arkansas limited liability company  
By: [Signature]  
Its: Manager, member

ACKNOWLEDGEMENT

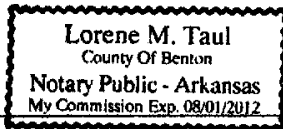
STATE OF ARKANSAS }  
County of Benton } ss.

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, \_\_\_\_\_

Sergio Cabrera to me well known as the Grantor(s) in the foregoing Deed, and stated that He had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 4th day of November, 2005.

My commission expires: \_\_\_\_\_



(Seal)

[Signature]  
Notary Public

**EXHIBIT 'A'**

**SURVEY DESCRIPTION**

PART OF THE SE 1/4 OF THE NW 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LYING WEST OF THE RAILROAD. BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN AT THE NW CORNER OF SAID NE 1/4 OF THE SW 1/4; THENCE N02°11'18"E 1318.68 FEET TO A FOUND IRON PIN AT THE NW CORNER OF SAID SE 1/4 OF THE NW 1/4; THENCE S87°22'01"E ALONG THE NORTH LINE OF SAID SE 1/4 OF THE NW 1/4 203.15 FEET TO A SET IRON PIN ON THE WESTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN & SANTA FE RAILWAY RIGHT-OF-WAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S13°17'13"E 1422.99 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE N87°23'21"W 583.22 FEET TO THE WEST LINE OF SAID NE 1/4 OF THE SW 1/4; THENCE N02°36'39"E 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 537,867 SQUARE FEET OR 12.35 ACRES, MORE OR LESS.

**2005 63946**

Recorded in the Above

Deed Book & Page

11-23-2005 09:59:21 AM

Brenda DeShields-Circuit Clerk

Benton County, AR

Benton County, AR

I certify this instrument was filed on

11-23-2005 09:59:21 AM

and recorded in Deed Book

2005 at pages 63936 - 63946

Brenda DeShields-Circuit Clerk