

2005 41833
 Recorded in the Above
 Deed Book & Page
 08-12-2005 03:26:13 PM
 Brenda DeShields-Circuit Clerk
 Benton County, AR
 Book/Pg: 2005/41833
 Term/Cashier: CIRCLK07 / Fhendricks
 Tran: 3262.99435.271587
 Recorded: 08-12-2005 15:26:19
 DFE Deed 38.00
 REC Recording Fee 0.00
 Total Fees: \$ 38.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING HILL SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS

Known all men by the presents:

Whereas, David Chapman and Donna Chapman, hereafter collectively referred to as the "Declarant" is the owner of certain land more particularly described on Exhibit "A" hereto (the "Land") and Declarant desires to the Land as a residential subdivision and subject it to this Declaration and to provide and adopt a uniform plan of development, including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control, and preserve the values and amenities of this land for the development, improvement, sale, use, and enjoyment of the Land as a subdivision for the benefit of this land and each owner of any part of this land.

Whereas, the Land subject to this Declaration includes all Lots in the Spring Hill Subdivision in the City of Springdale, Arkansas, and which Subdivision is filed at Record No. 2005-989 of the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-officio Recorder of Benton County, Arkansas.

Now therefore, Declarant does hereby publish and declare that the Land and all improvements currently situated thereon and to be hereafter constructed thereon (collectively, "Improvements"), are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof in the Real Estate Records of Benton County, Arkansas and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the Land and shall be for the use and benefit to the Declarant as well as their grantees, successors, heirs, personal representatives, devisees and assigns, and to any person or entity acquiring or owning any interests in any part of the Land or Improvements, as well as their grantees, successors, heirs, personal representatives devisees and assigns.

SECTION I. DEFINITIONS: Unless the context shall expressly provide otherwise:

1.1 "Covenants" means the covenants, conditions and restrictions, as well as all other terms and conditions contained within this Declaration.

1.2 "Common Properties" shall mean and refer to any interest in real property acquired by the Association. Common Properties are intended to be devoted to the common and private use and enjoyment of owners of the properties and include, but are not limited to, entry

signs and greenbelts.

1.3. "Builder" means McMahon Brothers Construction, Inc., its grantees, successors, heirs, personal representatives, devisees and assigns.

1.4. "Declarant" collectively means and refers to David Chapman and Donna Chapman.

1.5. "House" means a permanent structure built on a Lot which serves as a dwelling for a Single Family. Mobile homes, manufactured homes, trailers or modular homes, even if permanently attached to the land or Lot, are not intended to be within the definition of "House."

1.6. "Land" means all land described within the boundaries of the subdivision described on Exhibit "A" attached hereto.

1.7. "Lot" means a portion of the Land designed for separate ownership as shown on the Plat.

1.8. "Owner" means a Person or persons, corporation, partnership, trust, association, or other legal entity, or any combination thereof, which owns one or more Lots. For purposes of these Covenants, there shall be only one Owner for each Lot. A mortgagee or trustee or beneficiary under a deed of trust concerning a Lot shall not be considered an "Owner".

1.9. "Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

1.10. "Plat" means the plat of the Spring Hill Subdivision to the City of Springdale, Arkansas filed in Record No. 2005-989 of the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas

1.11. "Association" has the meaning given it in Section 5 below.

1.12. "Single Family" means one or more persons occupying a single House, provided that unless all such persons are related by blood, marriage or adoption, no such family shall contain over six persons, and further provided that domestic servants employed on the premises may be housed on the premises without being counted as a family or families.

1.13. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of each neighboring property at an elevation of no greater than the elevation of the base of the object being viewed.

SECTION 2. USE AND OCCUPANCY: Lots shall be used for Single-Family residential purposes only. Only Houses may be constructed on Lots and only one House shall be constructed on each lot.

2.1. **Model Homes and Sales Facilities:** Houses under construction may be used as models and/or sales facilities.

2.2. **Offensive or Noxious Use:** Lot Owners shall not use or allow the use of any Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or other Owners, or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes, or other such material or which will in any manner violate and applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority. It is acknowledged that what may be "noxious, offensive or detrimental" or "objectionable" are somewhat subjective in nature, and it is the intent of the Declarant that these words be evaluated according to what a reasonable person would conclude under the circumstances.

2.3. **Mineral Drilling:** No drilling, puncturing or penetrating of the surface for oil, gas or other minerals or hydrocarbons within the Land shall be permitted.

2.4. **Livestock:** Keeping or raising any poultry, cattle, horses, pet pigs or other livestock of any kind or character, whether temporary or permanent, is prohibited within or on the Land.

2.5. **Refuse Storage; Growth:** The storage of trash, ashes, or other refuse on any part of the Land, is prohibited, except in normal trash receptacles. Further, no trash, garbage cans or receptacles of any kind shall be Visible From Neighboring Property, except on days designated by the City of Springdale for collection thereof. No trash, ashes or other refuse shall be thrown in or on any other Lot or in or on any common areas within the Land. Each Owner shall regularly mow the grass on his or her Lot and shall keep it free from weeds, undergrowth, and other unsightly conditions.

2.6. **Signs:** No signs shall be permitted on any Lot or on any common areas within the Land without the prior written consent of the Declarant or the Association; provided that this prohibition shall not apply to standard size "for sale" signs and occasional "garage sale" signs.

2.7. **Vehicle Parking and Storage:** No campers, recreational vehicles, boats, motor homes or large commercial vehicles with signage, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked at any time, and no vehicle of any kind shall be stored or parked continuously for more than 48 hours: (a) In front of the front privacy fence; (b) On any common area within the Land; or (c) In or on any driveways. No vehicles of any kind or nature shall park or be parked on public streets overnight.

2.8. Tanks: No tanks of any kind or nature shall be erected, placed or permitted in or on any Lot or any of the common areas of the Land.

2.9. Radio or Television Transmitting Device; Wind Powered Generators: No radio or television transmitting or receiving device which extends two (2) feet above the peak of a roof, shall be allowed on any Lot or any House. Further, no wind-powered generators shall be erected on any Lot or House. No satellite dishes shall be allowed; provided that "DirecTV", "Dish" or other satellite dishes that are 24 inches in diameter or less may be installed on the back of the House if they do not extend more than two (2) feet above the peak of the roof.

SECTION 3. IMPROVEMENTS: Houses may be one story, one and one half stories, or two stories in height. Eaves, steps and open porches shall be considered a part of the House; provided, however, that no portion of a House shall encroach upon another Lot. No structure of a temporary character, trailer, basement, tent, shack, barn, mobile home, manufactured home or outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No dwellings, buildings or other structure of any nature shall be moved onto any Lot.

3.1. Drainage; Outbuildings: No building or other structure shall be constructed or maintained upon any Lot which would or does in any way impede natural drainage. No grading, scraping, excavation or other rearranging, puncturing or penetrating of the surface of any Lot shall be commenced which will or may interfere with, encroach upon, or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum subsurface depth requirement of any utility line, pipe, wire or easement; provided that fencing or outbuilding construction shall be allowed as set forth herein if utilities are clearly marked in advance by third parties who are in the business of marking utility lines. No outbuildings shall be constructed on any Lot which shall exceed 168 square feet in area or 10 feet in height. Such buildings shall be constructed of materials with exterior siding and roofing substantially similar to the House on the Lot where the outbuilding is to be constructed, and with such workmanship as to make said structure attractive to the general neighborhood.

3.2. Minimum square footage: All Houses shall contain a minimum of 1,700 square feet of heated floor space and shall be in compliance in all respects with the minimum setback requirements and other ordinances of the City of Springdale, Arkansas.

3.3. Exterior Requirements: All houses shall contain exteriors with 70 (seventy) percent brick minimum. The remaining thirty (30) percent shall be stone, synthetic stone, cement siding (Hardiplank) or other products approved by the ACC. Some stone product must be used as accent on side of home facing street. Soffit and fascia shall be constructed of wood or aluminum. Mailboxes shall be uniform in style throughout neighborhood and will be aluminum. Address numbers shall be uniform throughout neighborhood and will be adequate sizing to meet

City of Springdale requirements. The required minimum roof pitch shall be 8/12. Architectural shingles (30 year) are the required roof covering. All properties must be completely sodded with Bermuda sod prior to occupation, or funds for completion of sodding must be placed in escrow.

3.4. Fencing: No fence, garage or enclosure or any type or nature whatsoever shall be constructed, erected, placed or maintained any closer to the street than the distance between the street and the point of the House that is closest to the street. However, it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards. All lawns must be sodded on all four sides of each House to the Lot lines. No double fencing is allowed. If there is an existing fence that abuts a Lot, the fences must join. Cyclone and other metal fencing materials are prohibited. All fences will be "shadowbox" design on fronts that face the street. There shall be no fence of any kind constructed between the House setback line and the curb of the street. No plants, shrubbery, hedges, tree or any other fructuous naturals shall be planted on any corner lot intersections where said fructuous naturals would create a traffic hazard.

3.5. Basketball Backboards: One basketball backboard may be erected on a Lot, Each backboard must have a freestanding structure supporting it and may not be attached to a House. The supporting structure much be constructed from rust resistant steel and maintained at all time, meaning supporting structure shall be kept completely painted and free of dirt and any markings giving it an unsightly appearance. A backboard which is cracked must be removed or replaced immediately. The net must be free of all rips and tears and shall be replaced whenever it becomes unsightly. The rim must be kept painted and free of dirt and any markings, which make it an unsightly appearance. The rim must be kept perpendicular to the backboard in a standard basketball installation. No offensive activity is permitted which results from the use of the basketball backboard.

3.6. Garages: No House shall be constructed on any Lot unless it has an attached two (2) car garage with a capacity sufficient for at least two cars. Each House shall have a concrete driveway connecting garage of said House to the street, and said drive shall be an adequate width to accommodate two automobiles in total.

3.7. Easements: No building of any nature shall be permitted in the easements reserved for utilities, and there shall be no retaining wall(s) permitted in easements.

3.8. Clotheslines: No outdoor clotheslines shall be allowed on any part of the Land.

3.9. Skateboards: No skateboard ramps or any kind of stunt structure or the like may be constructed or maintained in or on any part of the Land.

3.10. Household Pets; Care and Restraint; Limit on Number; Indemnification by Owners: No animal shall be kept, whether temporarily or permanently, on the Land except

household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No more than two household pets may be kept on any Lot. No pets may be permitted to run loose within the Land, and any owner who causes any animal to be brought or kept within the Land shall indemnify and hold harmless the Declarant and Builder for any loss, damage or liability which may sustain as a result of any such animal.

3.11. Architectural Control Committee. There shall be an Architectural Control Committee ("ACC") which shall approve all House plans. No House or other Improvement shall be built unless the plans therefore have been approved in advance by the ACC. Initially, the ACC member shall consist of Tim McMahan, who shall serve until the earliest to occur of the following two items: (a) the Declarant replacing one or more of them with licensed contractors, which may be done at Declarant's discretion; or (b) All Lots have completed Houses on them which have received certificates of occupancy from the City of Springdale. The ACC shall approve or reject House plans by majority vote. If the ACC does not take action on a submission of House plans within 30 (thirty) days of their submission, the plan shall be deemed approved.

SECTION 4. OWNERS' MAINTENANCE RESPONSIBILITY FOR LOT, HOUSE, ETC. Owners of Lots shall be responsible at all times for all portions, whether exterior or interior, of the Lot owned by the Owner as well as all improvements thereon, including but not limited to the House, and shall be responsible for maintenance, upkeep and compliance with all requirements of these Covenants. If there is more than one Owner of a Lot, each such Owner is jointly and severally liable for all requirements set forth in these Covenants. Failure or refusal of one or more Owners to comply with any term, condition or requirement of these Covenants within a reasonable time after written notice thereof shall be grounds for actions to recover sums due, for all damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all such amounts at the highest lawful rate. The Declarant, the ACC, any Owner, or the Association shall be entitled to enforce these Covenants.

SECTION 5. HOMEOWNERS ASSOCIATION:

5.1. Homeowners Association: The Spring Hill Homeowners Association, Inc. (referred to herein as "Association") has been formed and incorporated by the Builder and the Builder is a member thereof. All Lot Owners 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 Builder shall have ten (10) votes per Lot for each Lot which Builder owns.

5.2. Improvements to Common Properties: It is contemplated that certain

improvements may be made to the Common Properties in the Subdivision by the Declarant or Builder which may include, but not be limited to, entry signs, landscaping and street lights. At such time as the Common Properties are conveyed by the Builder to the Association, the cost, maintenance, capital improvements, operation, taxes, and other expenses incident to the Common Properties shall be the obligation of the Association and shall be paid from assessments against each lot as herein provided.

5.3. 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 Declarant or Builder and neither the Declarant nor Builder shall be obligated to pay any annual or special assessment.

5.4. 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.

5.5. Basis and Maximum of Annual Assessments: The annual assessment for each lot shall be \$100.00. 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.

5.6. 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 or 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.

5.7. Change in Basis of Maximum of Annual Assessments: Subject to the limitations of § 5.5 hereof, and for the purposes therein specified, the Association may change the maximum and basis of the assessments fixed by § 5.5. 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.

5.8. Quorum for any Action Authorized Under Sections 5.6 and 5.7: The quorum of any action authorized by Sections 5.6 and 5.7 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 5.6 and 5.7.

5.9. 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 § 5.6 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.

5.10. 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.

5.11. 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 as provided in § 5.5 hereof 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.

5.12. 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.


SECTION 6. BINDING NATURE; AMENDMENTS: This Declaration shall run with the Land and apply to the Land and shall be binding upon all Owners, their heirs, successors, personal representatives and assigns, for a period of twenty five (25) years from the date hereof. At any time within six (6) months from the expiration period a majority of the Owners may express their intention in writing, drafted so as to be recorded with the Registrar of Deeds that they no longer care for these Covenants to be effective, and the same shall be terminated. In the event that no such action is taken, these Covenants shall continue for successive periods of five (5) years, and after any such five (5) year period, said Covenants may be terminated in accordance with the terms of the original termination procedure provision. It is further provided that these Covenants may be amended after the expiration time period as set forth in this paragraph, either by adding to or taking from the Covenants in their present form, provided that said amendment or amendments shall be incorporated in a written instrument executed by not less than a majority of the votes of Lot Owners, and which instrument shall be

capable of being recorded as above referred to under the same terms and conditions thereof; provided that no amendment concerning the Association shall be allowed until Houses are built on all Lots and certificates of occupancy are issued for each. As set forth in Section 5 above, all Owners other than the Builder shall be entitled to only one vote per Lot, regardless of the number of Owners of said Lot. The Builder shall be entitled to ten (10) votes per Lot that it owns.

SECTION 7. SEVERABILITY: Invalidation of any term(s) or condition(s) of these Covenants by final judgment of a court of competent jurisdiction shall in no way effect any of the other provisions herein contained.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS DECLARATION ON THE DATE SHOWN HEREINBELOW.

DECLARANT:



 David Chapman



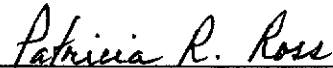
 Donna Chapman

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
 COUNTY OF WASHINGTON)

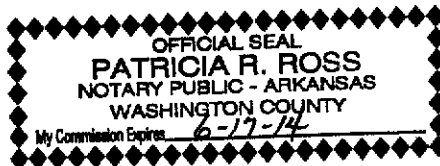
On this the 11th day of August, 2005, before me, the undersigned officer, personally appeared David Chapman and Donna Chapman, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



 Notary Public

My Commission Expires:
June 17, 2014



2005 41843
Recorded in the Above
Deed Book & Page
08-12-2005 03:26:13 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land lying in a portion of the SW1/4 of the NE1/4, the NW1/4 of the SE1/4, the NE1/4 of the SW1/4, the SE1/4 of the NE1/4, and the SE1/4 of the NW1/4 all in Section 22, Township 18 North, Range 30 West Benton County, Arkansas; said lands being a portion of those lands described in Book 619, Page 746 and Book 619, Page 747 of the Benton County Records and being more particularly described as follows:

Beginning at an iron rod found at a stone as shown on a survey prepared for the Springdale Water and Sewer Department filed October 18, 1988 in the Benton County Records, said stone being South 00°46'30" East - 427.29 feet from the Northwest corner of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section Twenty-two (22); thence South 00°46'30" East, along the East line of said NE1/4 of the SW1/4, 26.49 feet to an iron rod set; thence North 89°33'29" West, along a fence line, 645.12 feet to a fence corner; thence North 02°15'33" West, along a fence line, 916.12 feet to an iron rod set; thence North 89°48'51" East - 668.74 feet to an iron rod set in the east line of said SE1/4 of the NW1/4; thence South 00°46'30" East, along said east line, 238.72 feet to an iron rod set; thence North 89°05'00" East - 1,438.36 feet to a point in the centerline of Silent Grove Road; thence with the centerline of Silent Grove Road South 07°03'46" West - 83.57 feet; thence South 10°00'02" West - 13.81 feet; thence, leaving the centerline of Silent Grove Road, North 79°59'58" West - 35.00 feet to an iron rod set at a point on a non-tangent curve to the left, said curve having a radius of 40.00 feet, a delta angle of 111°50'08", a leading tangent bearing of North 10°00'02" East, and a chord of North 45°55'02" West - 66.26 feet, thence along said curve a distance of 78.08 feet to an iron rod set; thence South 78°09'54" West - 86.57 feet to an iron rod set at the PC of a curve to the right, said curve having a radius of 275.00 feet, a delta angle of 17°18'09", a leading tangent bearing of South 78°09'54" West, and a chord of South 86°48'59" West - 82.73 feet, thence along said curve a distance of 83.05 feet to an iron rod set; thence North 84°31'57" West - 100.00 feet to an iron rod set at the PC of a curve to the left, said curve having a radius of 225.00 feet, a delta angle of 06°23'03", a leading tangent bearing of North 84°31'57" West, and a chord of North 87°43'29" West - 25.06 feet, thence along said curve a distance of 25.07 feet to an iron rod set; thence South 89°05'00" West - 208.44 feet to an iron rod set; thence South 01°47'10" West - 324.94 feet to an iron rod set; thence North 89°55'27" West - 164.15 feet to an iron rod set; thence South 00°45'39" East - 300.00 feet to an iron rod found; thence North 89°40'53" West - 663.92 feet to the POINT OF BEGINNING, containing 26.22 acres, more or less.

Benton County, AR
I certify this instrument was filed on
08-12-2005 03:26:13 PM
and recorded in Deed Book
2005 at pages 41833 - 41843
Brenda DeShields-Circuit Clerk