

97 023550

FILED FOR RECORD
At 120 O'Clock p M

14

MAR 31 1997

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

THAT JOHN W. BREWER AND NANCY B. BREWER, HUSBAND AND WIFE, herein called Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto DAVID J. HAMILTON, a Single Person, hereinafter called Grantee, and unto his heirs and assigns forever, the following lands lying in Benton County, Arkansas, to-wit:

SEE ATTACHED "EXHIBIT A"

To have and to hold the same unto the said Grantee, and unto his heirs and assigns forever, with all appurtenances thereunto belonging.

And Grantors hereby covenant with said Grantee that they will forever warrant and defend the title to said lands against all claims whatever.

And I, NANCY B. BREWER, wife of the said JOHN W. BREWER, and I, JOHN W. BREWER, husband of the said NANCY B. BREWER, for said consideration, do hereby release and relinquish unto the said Grantee all our respective rights of dower, curtesy, and homestead in and to the said lands.

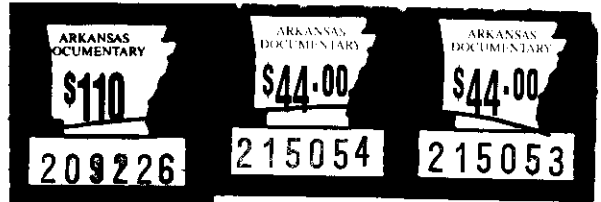
WITNESS the hand and seal of Grantors this 26th day of March, 1997.

John Brewer
JOHN W. BREWER

Nancy Brewer
NANCY B. BREWER

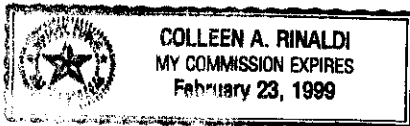
ACKNOWLEDGMENT

TEXAS
STATE OF ARKANSAS)
 TRAVIS)ss
COUNTY OF BENTON)



ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared JOHN W. BREWER AND NANCY B. BREWER, husband and wife, to me well known as the Grantor in the foregoing Warranty Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 26th day of March, 1997.



Colleen A. Rinaldi
NOTARY PUBLIC

My Commission Expires:

2-23-99

Prepared By: William P. Watkins, III, P.A.
Attorneys at Law
1110 West Poplar, Suite B
Rogers, AR 72756
501-636-2168

We certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this document.
Jucker Abst.

RETURN TO AND MAIL TAX STATEMENT TO:

David Hamilton, 21489 Vista Shores, Garfield, Ar 72732

797-1772

5378

RESTRICTIVE COVENANTS, EASEMENTS

Whereas, John W. Brewer and Nancy B. Brewer, Husband and Wife, herein called Owners, have caused certain lands owned by them to be platted and the plat thereof appears of record in the Office of the Recorder, of and for Benton County, Arkansas, in plat record 22 L at page 211 and;

Whereas, Owners desire to provide for the use of the property for residential purposes and to restrict it's use as such;

Now therefore, Owners hereby adopt the covenants, restrictions and easements stated herein and agree that the stated covenants, restrictions, and easements shall run with the land and apply to all property now platted as above referenced in Benton County, Arkansas.

I

ROADS AND EASEMENTS

1. The access easement road, "Nancy Bingham Lane" is and shall constitute a private road, and easement for egress and ingress for the benefit of the owners of the tracts of land in said property, and John W. and Nancy B. Brewer, their heirs and assigns, until and unless that road shall be dedicated to the public by the undersigned or their successors in title. The road shall be called "Nancy Bingham Lane" while an easement and if the road is dedicated shall be named "Nancy Bingham Lane". Said Nancy Bingham Lane shall be extended to the western boundary of the described property to provide ingress and egress to properties beyond the platted terminus of said road.

2. The easements "Access Easement" are and shall constitute a private road, and easements for egress or ingress for the benefit of the owners of the tracts of land shown in said property and John W. and Nancy B. Brewer, their heirs and assigns, until and unless that road shall be dedicated to the public by the undersigned or their successors in title.

3. Any easement which may now or hereafter be platted and described as a "Access Easement" is and shall constitute a private road and easement for lake ingress and egress for the benefits of owners of tracts within the described property and for John W. Brewer and Nancy B. Brewer and their heirs, successors and assigns.

4. So long as the roads in said lands shall remain private, the same prohibitions against the use of firearms off those roads shall exist as exists for public roads in the State of Arkansas. Anyone found violating this restriction or trespassing on any tract of land on said lands shall be prosecuted by the owners to the full extent of the law.

6. No owner of any tract in the said property, shall be permitted to grant an easement through his/her/their tract or Access Easement to the lake, nor shall a owner be permitted to grant easements to the road or access easements except as provided in IV (1) Subdivision of Tracts.

II

USE

1. All tracts are restricted to use as single family residential use, and no commercial or business enterprise shall be conducted on any part of any tract on said property. No tract shall be used for manufacturing, mining or drilling operations for gas, oil, or other minerals.

2. No tract shall be used for kennels or animal breeding and no livestock shall be permitted on any tract except two (2) dogs, two (2) cats, one (1) horse, ten (10) chickens, and any offspring for a limit of four (4) months past weaning, on any tract. Hogs and swine are specifically prohibited in any number.

RESTRICTIVE COVENANTS, EASEMENTS

Whereas, John W. Brewer and Nancy B. Brewer, Husband and Wife, herein called Owners, have caused certain lands owned by them to be platted and the plat thereof appears of record in the Office of the Recorder, of and for Benton County, Arkansas, in plat record 22 L at page 211 and;

Whereas, Owners desire to provide for the use of the property for residential purposes and to restrict it's use as such;

Now therefore, Owners hereby adopt the covenants, restrictions and easements stated herein and agree that the stated covenants, restrictions, and easements shall run with the land and apply to all property now platted as above referenced in Benton County, Arkansas.

I

ROADS AND EASEMENTS

1. The access easement road, "Nancy Bingham Lane" is and shall constitute a private road, and easement for egress and ingress for the benefit of the owners of the tracts of land in said property, and John W. and Nancy B. Brewer, their heirs and assigns, until and unless that road shall be dedicated to the public by the undersigned or their successors in title. The road shall be called "Nancy Bingham Lane" while an easement and if the road is dedicated shall be named "Nancy Bingham Lane". Said Nancy Bingham Lane shall be extended to the western boundary of the described property to provide ingress and egress to properties beyond the platted terminus of said road.

2. The easements "Access Easement" are and shall constitute a private road, and easements for egress or ingress for the benefit of the owners of the tracts of land shown in said property and John W. and Nancy B. Brewer, their heirs and assigns, until and unless that road shall be dedicated to the public by the undersigned or their successors in title.

3. Any easement which may now or hereafter be platted and described as a "Access Easement" is and shall constitute a private road and easement for lake ingress and egress for the benefits of owners of tracts within the described property and for John W. Brewer and Nancy B. Brewer and their heirs, successors and assigns.

4. So long as the roads in said lands shall remain private, the same prohibitions against the use of firearms off those roads shall exist as exists for public roads in the State of Arkansas. Anyone found violating this restriction or trespassing on any tract of land on said lands shall be prosecuted by the owners to the full extent of the law.

6. No owner of any tract in the said property, shall be permitted to grant an easement through his/her/their tract or Access Easement to the lake, nor shall a owner be permitted to grant easements to the road or access easements except as provided in IV (1) Subdivision of Tracts.

II

USE

1. All tracts are restricted to use as single family residential use, and no commercial or business enterprise shall be conducted on any part of any tract on said property. No tract shall be used for manufacturing, mining or drilling operations for gas, oil, or other minerals.

2. No tract shall be used for kennels or animal breeding and no livestock shall be permitted on any tract except two (2) dogs, two (2) cats, one (1) horse, ten (10) chickens, and any offspring for a limit of four (4) months past weaning, on any tract. Hogs and swine are specifically prohibited in any number.

RESTRICTIVE COVENANTS, EASEMENTS

Whereas, John W. Brewer and Nancy B. Brewer, Husband and Wife, herein called Owners, have caused certain lands owned by them to be platted and the plat thereof appears of record in the Office of the Recorder, of and for Benton County, Arkansas, in plat record 22 L at page 211 and;

Whereas, Owners desire to provide for the use of the property for residential purposes and to restrict it's use as such;

Now therefore, Owners hereby adopt the covenants, restrictions and easements stated herein and agree that the stated covenants, restrictions, and easements shall run with the land and apply to all property now platted as above referenced in Benton County, Arkansas.

I

ROADS AND EASEMENTS

1. The access easement road, "Nancy Bingham Lane" is and shall constitute a private road, and easement for egress and ingress for the benefit of the owners of the tracts of land in said property, and John W. and Nancy B. Brewer, their heirs and assigns, until and unless that road shall be dedicated to the public by the undersigned or their successors in title. The road shall be called "Nancy Bingham Lane" while an easement and if the road is dedicated shall be named "Nancy Bingham Lane". Said Nancy Bingham Lane shall be extended to the western boundary of the described property to provide ingress and egress to properties beyond the platted terminus of said road.

2. The easements "Access Easement" are and shall constitute a private road, and easements for egress or ingress for the benefit of the owners of the tracts of land shown in said property and John W. and Nancy B. Brewer, their heirs and assigns, until and unless that road shall be dedicated to the public by the undersigned or their successors in title.

3. Any easement which may now or hereafter be platted and described as a "Access Easement" is and shall constitute a private road and easement for lake ingress and egress for the benefits of owners of tracts within the described property and for John W. Brewer and Nancy B. Brewer and their heirs, successors and assigns.

4. So long as the roads in said lands shall remain private, the same prohibitions against the use of firearms off those roads shall exist as exists for public roads in the State of Arkansas. Anyone found violating this restriction or trespassing on any tract of land on said lands shall be prosecuted by the owners to the full extent of the law.

6. No owner of any tract in the said property, shall be permitted to grant an easement through his/her/their tract or Access Easement to the lake, nor shall a owner be permitted to grant easements to the road or access easements except as provided in IV (1) Subdivision of Tracts.

II

USE

1. All tracts are restricted to use as single family residential use, and no commercial or business enterprise shall be conducted on any part of any tract on said property. No tract shall be used for manufacturing, mining or drilling operations for gas, oil, or other minerals.

2. No tract shall be used for kennels or animal breeding and no livestock shall be permitted on any tract except two (2) dogs, two (2) cats, one (1) horse, ten (10) chickens, and any offspring for a limit of four (4) months past weaning, on any tract. Hogs and swine are specifically prohibited in any number.

RESTRICTIVE COVENANTS, EASEMENTS

Whereas, John W. Brewer and Nancy B. Brewer, Husband and Wife, herein called Owners, have caused certain lands owned by them to be platted and the plat thereof appears of record in the Office of the Recorder, of and for Benton County, Arkansas, in plat record 22 L at page 211 and;

Whereas, Owners desire to provide for the use of the property for residential purposes and to restrict it's use as such;

Now therefore, Owners hereby adopt the covenants, restrictions and easements stated herein and agree that the stated covenants, restrictions, and easements shall run with the land and apply to all property now platted as above referenced in Benton County, Arkansas.

I

ROADS AND EASEMENTS

1. The access easement road, "Nancy Bingham Lane" is and shall constitute a private road, and easement for egress and ingress for the benefit of the owners of the tracts of land in said property, and John W. and Nancy B. Brewer, their heirs and assigns, until and unless that road shall be dedicated to the public by the undersigned or their successors in title. The road shall be called "Nancy Bingham Lane" while an easement and if the road is dedicated shall be named "Nancy Bingham Lane". Said Nancy Bingham Lane shall be extended to the western boundary of the described property to provide ingress and egress to properties beyond the platted terminus of said road.

2. The easements "Access Easement" are and shall constitute a private road, and easements for egress or ingress for the benefit of the owners of the tracts of land shown in said property and John W. and Nancy B. Brewer, their heirs and assigns, until and unless that road shall be dedicated to the public by the undersigned or their successors in title.

3. Any easement which may now or hereafter be platted and described as a "Access Easement" is and shall constitute a private road and easement for lake ingress and egress for the benefits of owners of tracts within the described property and for John W. Brewer and Nancy B. Brewer and their heirs, successors and assigns.

4. So long as the roads in said lands shall remain private, the same prohibitions against the use of firearms off those roads shall exist as exists for public roads in the State of Arkansas. Anyone found violating this restriction or trespassing on any tract of land on said lands shall be prosecuted by the owners to the full extent of the law.

6. No owner of any tract in the said property, shall be permitted to grant an easement through his/her/their tract or Access Easement to the lake, nor shall a owner be permitted to grant easements to the road or access easements except as provided in IV (1) Subdivision of Tracts.

II

USE

1. All tracts are restricted to use as single family residential use, and no commercial or business enterprise shall be conducted on any part of any tract on said property. No tract shall be used for manufacturing, mining or drilling operations for gas, oil, or other minerals.

2. No tract shall be used for kennels or animal breeding and no livestock shall be permitted on any tract except two (2) dogs, two (2) cats, one (1) horse, ten (10) chickens, and any offspring for a limit of four (4) months past weaning, on any tract. Hogs and swine are specifically prohibited in any number.

97 027163

97 023550

FILED FOR RECORD
At 120 O'clock P M

CORRECTION

WARRANTY DEED

MAR 31 1997

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

THAT JOHN W. BREWER AND NANCY B. BREWER, HUSBAND AND WIFE, herein called Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto DAVID J. HAMILTON, a Single Person, hereinafter called Grantee, and unto his heirs and assigns forever, the following lands lying in Benton County, Arkansas, to-wit:

SEE ATTACHED "EXHIBIT A"

THIS CORRECTION WARRANTY DEED BEING RECORDED TO ADD LEGAL DESCRIPTION

To have and to hold the same unto the said Grantee, and unto his heirs and assigns forever, with all appurtenances thereunto belonging.

And Grantors hereby covenant with said Grantee that they will forever warrant and defend the title to said lands against all claims whatever.

And I, NANCY B. BREWER, wife of the said JOHN W. BREWER, and I, JOHN W. BREWER, husband of the said NANCY B. BREWER, for said consideration, do hereby release and relinquish unto the said Grantee all our respective rights of dower, curtesy, and homestead in and to the said lands.

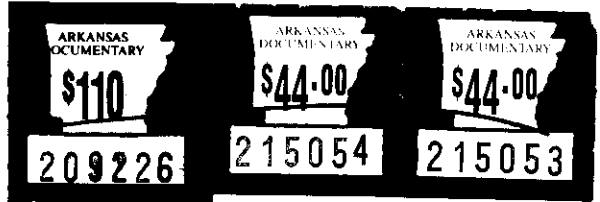
WITNESS the hand and seal of Grantors this 26th day of March, 1997.

John Brewer
JOHN W. BREWER

Nancy Brewer
NANCY B. BREWER

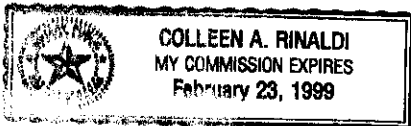
ACKNOWLEDGMENT

TEXAS)
STATE OF ARKANSAS)
TRAVIS) ss
COUNTY OF BENTON)



ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared JOHN W. BREWER AND NANCY B. BREWER, husband and wife, to me well known as the Grantor in the foregoing Warranty Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 26th day of March, 1997.



Colleen A. Rinaldi
NOTARY PUBLIC

FILED FOR RECORD
At 3:05 O'clock P M

My Commission Expires:

2-23-99

Prepared By: William P. Watkins, III, P.A.
Attorneys at Law
1110 West Poplar, Suite B
Rogers, AR 72756
501-636-2168

We certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this document.
Jucker Abst.

APR 09 1997

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

RETURN TO AND MAIL TAX STATEMENT TO:

David Hamilton, 21489 Vista Shores, Garfield, Ar 72732

199-1772

6045

SUE HODGES

EXHIBIT 'A'
DAVID J. HAMILTON, A SINGLE PERSON

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 28 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID SE 1/4 OF THE NE 1/4; THENCE SOUTH 01°33'05" WEST 666.43 FEET ALONG THE EAST LINE OF SAID SE 1/4 OF THE NE 1/4 TO THE CORPS OF ENGINEERS TAKE LINE ON BEAVER LAKE; THENCE ALONG SAID CORPS LINE NORTH 86°39'53" WEST 327.50 FEET; THENCE LEAVING SAID CORPS LINE NORTH 01°33'07" EAST 666.67 FEET TO THE NORTH LINE OF SAID SE 1/4 OF THE NE 1/4; THENCE SOUTH 86°37'20" EAST 327.50 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN ACCESS EASEMENT TO BEAVER LAKE THAT IS 50 FEET WIDE AND CENTERED ON THE SOUTHERN-MOST 233.61 FEET OF THE WEST LINE OF THE PROPERTY, AND ALSO HAVING AN ACCESS EASEMENT AWAY FROM THE NW CORNER OF THE PROPERTY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID DESCRIBED PROPERTY; THENCE NORTH 86°37'20" WEST 645.76 FEET ALONG THE NORTH LINE OF SAID SE 1/4 OF THE NE 1/4 ; THENCE SOUTH 01°40'13" WEST 40.02 FEET; THENCE SOUTH 86°37'20" EAST 545.85 FEET; THENCE SOUTH 60°25'45" EAST 113.22 FEET; THENCE NORTH 01°33'07" EAST 90.02 FEET TO THE POINT OF BEGINNING, AND ALSO SUBJECT TO AN ACCESS EASEMENT THAT RUNS THROUGH THE MIDDLE OF THE PROPERTY THAT IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SE 1/4 OF THE NE 1/4 OF SECTION 12; THENCE SOUTH 01°33'05" WEST 215.07 FEET; THENCE SOUTH 89°53'33" EAST 290.08 FEET; THENCE SOUTH 16°19'06" WEST 25.88 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF INDIANBOW CIRCLE AND ON THE EAST LINE OF LOT 18 OF INDIAN BOW SUBDIVISION (PLAT RECORD H AT PAGE 100), SAID POINT ALSO BEING ON THE CENTER OF A 50 FOOT WIDE EASEMENT AS DESCRIBED ALONG THE CENTERLINE; THENCE ALONG THE CENTERLINE OF THE EASEMENT AS FOLLOWS: SOUTH 69°06'26" WEST 60.23 FEET; NORTH 80°18'04" WEST 70.38 FEET; SOUTH 52°10'10" WEST 100.86 FEET; SOUTH 58°29'02" WEST 95.58 FEET; SOUTH 75°48'38" WEST 182.91 FEET; SOUTH 87°22'29" WEST 189.53 FEET; NORTH 71°56'48" WEST 100.85 FEET; NORTH 79°55'59" WEST 91.38 FEET; SOUTH 74°31'29" WEST 100.21 FEET; NORTH 79°20'05" WEST 48.78 FEET NORTH 51°59'54" WEST 100.96 FEET; NORTH 55°09'56" WEST 100.31 FEET; AND NORTH 60°29'04" WEST 90.22 FEET; THENCE CONTINUE ALONG SAID CENTERLINE AND THE WIDTH OF THE EASEMENT INCREASING FROM 50 FEET TO 80 FEET NORTH 67°21'03" WEST 115.90 FEET TO THE END OF THE EASEMENT.

RESTRICTIVE COVENANTS, EASEMENTS

Whereas, John W. Brewer and Nancy B. Brewer, Husband and Wife, herein called Owners, have caused certain lands owned by them to be platted and the plat thereof appears of record in the Office of the Recorder, of and for Benton County, Arkansas, in plat record 22 L at page 211 and;

Whereas, Owners desire to provide for the use of the property for residential purposes and to restrict it's use as such;

Now therefore, Owners hereby adopt the covenants, restrictions and easements stated herein and agree that the stated covenants, restrictions, and easements shall run with the land and apply to all property now platted as above referenced in Benton County, Arkansas.

I

ROADS AND EASEMENTS

1. The access easement road, "Nancy Bingham Lane" is and shall constitute a private road, and easement for egress and ingress for the benefit of the owners of the tracts of land in said property, and John W. and Nancy B. Brewer, their heirs and assigns, until and unless that road shall be dedicated to the public by the undersigned or their successors in title. The road shall be called "Nancy Bingham Lane" while an easement and if the road is dedicated shall be named "Nancy Bingham Lane". Said Nancy Bingham Lane shall be extended to the western boundary of the described property to provide ingress and egress to properties beyond the platted terminus of said road.

2. The easements "Access Easement" are and shall constitute a private road, and easements for egress or ingress for the benefit of the owners of the tracts of land shown in said property and John W. and Nancy B. Brewer, their heirs and assigns, until and unless that road shall be dedicated to the public by the undersigned or their successors in title.

3. Any easement which may now or hereafter be platted and described as a "Access Easement" is and shall constitute a private road and easement for lake ingress and egress for the benefits of owners of tracts within the described property and for John W. Brewer and Nancy B. Brewer and their heirs, successors and assigns.

4. So long as the roads in said lands shall remain private, the same prohibitions against the use of firearms off those roads shall exist as exists for public roads in the State of Arkansas. Anyone found violating this restriction or trespassing on any tract of land on said lands shall be prosecuted by the owners to the full extent of the law.

6. No owner of any tract in the said property, shall be permitted to grant an easement through his/her/their tract or Access Easement to the lake, nor shall a owner be permitted to grant easements to the road or access easements except as provided in IV (1) Subdivision of Tracts.

II

USE

1. All tracts are restricted to use as single family residential use, and no commercial or business enterprise shall be conducted on any part of any tract on said property. No tract shall be used for manufacturing, mining or drilling operations for gas, oil, or other minerals.

2. No tract shall be used for kennels or animal breeding and no livestock shall be permitted on any tract except two (2) dogs, two (2) cats, one (1) horse, ten (10) chickens, and any offspring for a limit of four (4) months past weaning, on any tract. Hogs and swine are specifically prohibited in any number.

Shelter shall be provided for all animals; shelter structure shall not be visible from the road or property lines. Appropriate fencing to confine animals to their tract will be provided.

3. All owner's rubbish, trash and garbage shall be kept in secure conventional type garbage cans with secure lids and collected regularly. No lot shall be used or maintained as a dumping ground, for trash, rubbish or garbage, and no unsightly or unsanitary conditions shall be allowed to exist on any of said lands, which shall detract from the general attractiveness of the tracts of land, and the developer or other tract owners shall have the right to use injunctions or other legal means to protect from such conditions.

4. No tract shall be used for the open storage of any materials whatsoever, which storage is visible from the street, lake, or property line except that new materials used in the construction of improvements used in the construction of improvements erected upon any lot may be placed upon any lot at the time construction is commenced and may be maintained thereon for a reasonable time so long as construction is in progress subject to provisions in Para. III (1) Structures, below.

5. The purchasers of said lands shall comply with the laws of the State of Arkansas and Benton County.

6. No vehicles, or equipment in an "not-operating" condition shall be permitted to remain on any tract longer than (60) sixty days except that such vehicles or equipment enclosed in a garage.

7. No trees that measure (6) six inches in diameter, measured six (6) feet above natural ground level, or red buds, maples, walnut, dogwood of any size, may be removed except for driveway construction, and site clearing for the construction of buildings and utilities. "Suckers", and small trees in the watershed of a larger tree may be removed to encourage the growth of the larger tree.

8. No noxious or offensive activity shall be carried on any tract. In no way shall anything be done on the tract which may become an annoyance or nuisance to any property within the said property, and adjoining property.

9. Firearms shall not be discharged into or through an adjoining tract or used in a manner dangerous to persons or animals off owner's tract.

10. No signs may be displayed other than developer's signs during the development period. Each tract owner may place one standard real estate "For Sale" or similar sign limited to 12 square feet. Such signs shall be kept fresh, by regular replacement should tract owner's offer linger on the market.

11. Prior to construction of any improvements, owners must join and continue membership in the North East Benton County Volunteer Fire Department, (NEBCO) protection program or it's successor.

12. No tractor trailer type trucks, over the road type trucks, dump trucks or other similar large commercial trucks, or construction machinery or equipment or construction vehicles may be parked on any tract at any time except temporarily while such vehicles are being used in the construction of improvements.

13. No tract owner will install, or will permit application from The Corp of Engineers or the then governing body, for the installation and/or use of any dock or other facility to be located on the lake, government land or owner's tract that would interfere with, or preclude the application and permit and use of a community dock to be located at the lake frontage adjacent to any area designated on the plat, or any subsequent plat, as a "Lake Easement".

III

STRUCTURES

1. Each dwelling shall be not less than 1,200 square feet of heated, air conditioned living area, exclusive of attic, basement, garage, shops, storage, guest house, patios, and porches. Any garage or carport shall be constructed at the same time or subsequent to the construction of the single family house it is intended to serve. A garage or carport shall be at least four hundred

(400) square feet in area and be of similar construction a material as residence. One (1) guest house of a minimum of 360 square feet of heated, air conditioned living area with same above exclusions may be constructed on each tract, provided the primary residence of not less than 1200 feet is completed simultaneously or prior. All improvements shall be completed within nine (9) months from the beginning of construction. All residences shall be connected to a Arkansas State Health Department approved septic system. Springs shall be respected as wells in approved septic system construction whether on owner's tract or another tract or lot.

2. All construction shall be new construction and no building or any portion shall be moved onto a tract. All improvements shall be constructed in a good workmanship manner out of quality materials. The first floor exterior walls of any residence shall consist of not less than (50%) stone, brick, or stucco. For the purposes of this paragraph a covered deck or porch shall be considered stone, brick or stucco construction. Homes constructed of cedar logs or stain grade cedar board siding (not plywood) will be permitted.

3. No structure, gate, fence, or other improvement may be constructed nearer than forty (40) feet from a road or nearer than twenty-five (25) feet from a "Lake Easement". No fence may be higher than six (6) feet. No fence, gate, cable, rope, or any object which would impede foot or vehicle traffic may be placed on the road, access, or lake easements, except the developer, during the development period will be permitted to gate or chain the easement road, access road, or lake easements, provided each owner of a lot or tract beyond the gate or chain from a public access will have ready access to the gate or chain combination lock number.

4. All construction of garages, guest house, or out-buildings of any kind, shall be of similar material and design as the main residence construction, except that one (1), stand alone storage garage of a maximum of one thousand square feet, to be constructed of multi rib metal exterior, in like color as main residence will be permitted provided the structure is built north of the lower easement road and north of the bluff.

5. No modular homes, double-wides, mobile homes, campers, tents, camping abodes, recreational vehicles or any other temporary sleeping or housekeeping units will be permitted, during construction of improvements or after completion.

6. All driveway drainpipes shall be a minimum of sixteen inches in diameter.

IV

SUBDIVISION OF TRACTS

1. Any lot or tract, which is 5.00 acres or more, may be subdivided one (1) time. No lake frontage may be subdivided. Any lot so created by such subdivision of the original tract must lay on the north side of "Nancy Bingham Lane". No such created lot shall be smaller than two (2) acres and the easements, covenants, conditions, restrictions, shall in all respects, run to the new lot created by such division. The road and lake access easements, shown on said property, shall run to the benefit of the new lot created by such division.

V

ENFORCEMENT

1. If any person shall violate or attempt to violate any of the easements, restrictions or covenants herein, it shall be lawful for any persons, or persons owning any tract on said property, or John W. or Nancy B. Brewer, their heirs or assigns, to prosecute proceedings in law or equity against the person violating or attempting to violate any such restriction or covenant, either to prevent him/her/them from so doing or to correct such violation or to recover damages or other relief of such violations, including all reasonable legal and other expenses incurred during the prosecution and correction of restriction and covenant violations or attempted violations.

VI

DURATION AND AMENDMENT

1. These covenants are to run with the land and shall be binding for a period

of 20 years from the date hereof. At the end of such period, such restrictions and covenants shall be automatically extended for successive periods of 20 years unless otherwise amended. Amendment of these restrictions shall require the approval of a 3/4 majority of the owners of said property as presently recorded or as may be amended by subsequent recording. In the event that the said property, is all owned by one individual, any such amendment will require the approval and agreement of said owner. The owner of each lot or tract, and any tracts created by a division of said property, shall be entitled to one vote per tract or lot. This shall include any owners of lots created by subdivision or split of an existing tract. Any such amendment to said protective covenants shall and must be recorded in the office of the Benton County Circuit Clerk in order to have binding effect.

VII

SEVERABILITY

1. Invalidation of any one or more of these covenants or restrictions by statute, judgement, or court order shall in no way effect any other provisions , and all other provisions shall remain in full force and effect.

WITNESS our hands and seals this 26th day of MARCH, 1997

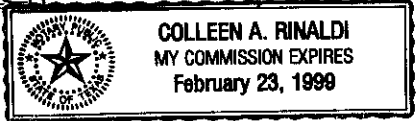
John W. Brewer
JOHN W. BREWER

Nancy B. Brewer
NANCY B. BREWER

ACKNOWLEDGMENT

STATE OF TEXAS)
)SS COUNTY OF TRAVIS) ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared John W. Brewer and Nancy B. Brewer, husband and wife, to me well known or satisfactorily proven to be the parties in the foregoing instrument and stated that they had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 26th day of MARCH, 1997



Colleen A. Rinaldi
NOTARY PUBLIC

My Commission Expires: 2-23-99