

2005 4142

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Brenda DeShields-Circuit Clerk

Benton County, AR

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REC Recording Fee

Total Fees: \$ 65.00

65.00

0.00

**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE SPRINGS AT WELLINGTON SUBDIVISION
CITY OF CAVE SPRINGS, BENTON COUNTY, ARKANSAS**

WHEREAS, REEVES & VICKERS L.L.C. (hereinafter "Developer") is the record owner of the following described property (hereinafter "Property") to-wit:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY REFERENCE.

KNOW ALL MEN BY THESE PRESENTS:

That Developer has caused the property to be subdivided and platted into lots, said subdivision to be known as THE SPRINGS AT WELLINGTON SUBDIVISION, in the City of Cave Springs, Benton County Arkansas, which plat has been filed of record in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas. Developer hereby makes and enters the following Protective Covenants, Conditions and Restrictions with respect to said subdivision; hereby makes the following Declaration as to limitations, restrictions and uses to which the lots constituting said subdivision may be put; hereby specifying that said Declaration shall constitute Covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this Declaration of Protective Covenants, Conditions and Restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified.

**SECTION I
CONCEPTS AND DEFINITIONS**

The following words or phrases when used in this Declaration or in any amended or supplementary Declaration (unless the context shall otherwise clearly indicate or prohibit) shall have the following respective concepts or meanings:

"Assessments" shall mean and refer to an assessment, whether annual or special, which is levied, charged or assessed against a Lot Owner in accordance with the provisions of this Declaration, and shall become a debt of such Lot Owner and a lien against his lot as hereinafter provided.

"Association" shall mean and refer to the Wellington Heights Property Owners Association or its successors or assigns, which entity shall consist of all the Lot Owners of lots in the Project and in Wellington Heights Subdivision Phase I and II.

"Bylaws" shall mean and refer to the duly adopted Bylaws of the Association as the same may from time to time be amended.

"Development Period" shall mean a period commencing on the date of the recording of the original Declaration in the Records and continuing thereafter until and ending on the earlier of (a) the date of the completion of construction of single family homes on one hundred percent (100%) of the residential Lots in the Subdivision owned by the individual Lot Owners, or (b) the date the Declarant voluntarily terminates and/or transfers to the Association its rights hereunder by recording a written notice thereof in the Records.

“Common Property” shall mean and refer to the entire Project except for the lots, dedicated public streets and easements as shown on the recorded subdivision plat of the Project. The Common Property is intended to be devoted to the common use and enjoyment of the Lot Owners within the Project.

“Lot Owner” or “Owner” shall mean and refer to any person which owns a lot in the Project, but shall not include any person, firm, corporation, or other association having such interest merely as security for the performance of an obligation.

“Project” or “Subdivision” shall mean The Springs at Wellington Subdivision being developed by Developer, including all planned phases whether platted or unplatted as of the date of filing this Declaration.

“Person” means any individual, corporation, partnership, association or other legal entity.

“Records” shall mean the Public Real Estate Records as maintained in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, including the Map and Plat Records of Benton County, Arkansas.

“Single Family Lot” or “Lot” means a lot on which the construction shall only consist of a dwelling unit in which a single family shall reside.

SECTION II COVENANTS AND RESTRICTIONS

A. BUILDING

1. All houses shall have a minimum of 2,200 square feet of heated space with an enclosed, attached or unattached, two-car or three-car garage. There shall be no carports; however, detached garages built of the same materials as the house and a minimum of 576 and a maximum of 864 square feet are permissible. Front entry garages are not allowed on any lot except lot 47; however, side and rear-entry garages are permissible. All driveways shall be concrete, brick, stone, or asphalt.
2. All buildings must be constructed in compliance with any and all applicable federal, state and city laws, codes, rules, and regulations applicable to building materials. Additionally, the following shall apply to all residences constructed within the Subdivision:
 - (a). All foundations shall be constructed of #1 grade concrete block stem wall or shall be constructed by using a monolithic poured concrete slab method.
 - (b). All fascia boards will be 2” x 6” construction and covered with aluminum.
 - (c). Roof pitches will not be less than 8/12 (unless approved by the Architectural Control Committee.)
3. Each Lot shall be used for single family residential purpose only.
4. Setbacks are as follows:

Front setback	40 feet
Rear setback	25 feet
Side setback	10 feet

It is the intent of the Developer to encourage builders and Lot Owners to place their home in a manner that is aesthetically pleasing to the Project.

5. All homes shall have 100% brick or stone exterior walls. All exterior materials for dormers or soffits shall be an approved maintenance free material. All homes shall have metal gutters and downspouts. All composition shingles to be architectural grade, have a 25-year warranty and be self-sealing.
6. The cost of construction of sidewalks shall be the responsibility of the Lot Owner and shall be subject to the construction specifications as mandated by the sidewalk construction plans (provided by the Developer upon request) and by the ordinances of the City of Cave Springs, Arkansas except that all sidewalks shall be a minimum of four feet (4') in width.
7. Lot Owners shall be responsible for the maintenance and site upkeep (i.e. mowing the grass) of vacant or unimproved Lots.
8. Any and all outbuildings are permitted but must have a minimum of 25% brick, masonry, stucco, or stone and must be of same type of construction materials as the house. Outbuilding must also be of complimentary color. All outbuildings must be approved by the Architectural Review Board with respect to size, placement on lot, and construction materials. All outbuildings shall have a minimum of 200 square feet.
9. All fences must be constructed of wood (wood fences must be shadowboxed), masonry materials, or iron. In addition, fences must not extend past the front of any residence. No privacy fence on any Single Family Lot shall be less than four (4) feet in height, nor shall it exceed eight (8) feet in height. All fence plans must be submitted to the Architectural Review Board in accordance with the procedure set out in Section III (C). It is the intent of the Developer to encourage homebuilders and/or Lot Owners to refrain from fencing entire yards with six (6) or eight (8) foot tall privacy fencing, as this will impede the views from other Lots and take away from the natural beauty of the Subdivision. Lot Owners are encouraged to fence only areas of lawn which are needed for pets, privacy, or children with six (6) or eight (8) foot fencing and to use either wrought iron (see through) or four foot (4') wood shadowbox on all other areas of the Lot desired for fencing.

B. USE

1. No commercial building of any kind or type shall be erected. No structure shall be used for commercial purposes. No trade or business may be conducted in, upon, or from any Single Family Lot or any building thereon, except that an Owner or occupant of a residence may conduct business activities within the residence so long as the following conditions are met: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve regular visitation of the residence by clients, customers, suppliers, or other business invitees or door to door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use or threaten the security or safety of other residents of the Subdivision.
2. Boats, trailers, mobile homes, jet skis, and unlicensed vehicles shall not be allowed, at any time, either temporarily or permanently unless they are behind permanent fencing, in an outbuilding, or in the garage. Said such items must be out of public view (i.e. can not be viewed from the street) at all times.
3. No poultry or livestock of any kind shall be raised, bred or kept on any Lot. Kennels for breeding, selling, or keeping of domestic pets shall not be allowed. Any pets kept by a Lot Owner shall conform to city ordinances.
4. Occupant vehicles shall be parked only in the garage or driveway serving the residence dwelling. No occupant vehicles may be parked overnight on any of the streets of the Subdivision. Single Family Lot

Owners shall provide sufficient off street parking to accommodate vehicles used by their family. For purposes of this provision a vehicle is considered an "occupant" vehicle if it is parked on or by the Lot or residence four (4) or more hours per day, four (4) or more days in any seven (7) day period. On street parking on a temporary basis is allowed for visitors and guests. Commercial vehicles, vehicles primarily used or designed for commercial purposes, commercial or heavy tractors, and semi-trailer trucks shall not be allowed to park in the Subdivision, either on the streets or on a privately owned Single Family Lot.

5. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers.
6. The grass on each Lot shall be maintained by mowing. Lawn shall be established within ninety (90) days of house completion. All front lawns and front and side lawns of corner Lots must be sodded. Finish grading, sodding, and seeding shall be a part of Lot Owner's responsibility.
7. No sign of any kind shall be displayed to the public view on any Lot during construction except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs by a builder to advertise the property. The provisions of this paragraph shall not prevent the Developer from constructing, erecting, or maintaining structures or signs of any content or size on Lots owned by it when the Developer, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition, of the Single Family Lots or other portions of the Property. In addition, the provisions of this paragraph shall not prevent any home builder from erecting or maintaining signs of any size advertising model homes on Lots owned by such home builder provided that such signs are in compliance with all applicable ordinances of the City of Cave Springs, Arkansas. Additionally, and notwithstanding anything to the contrary contained herein, the Developer shall be entitled to permanently install Subdivision monument signs at the Developer's discretion.
8. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance.
9. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Single Family Lot, except such machinery or equipment as is usual and customary in the Cave Springs area in connection with the use and maintenance or construction of a private residence or appurtenant structures; provided, however, such machinery or equipment may be so placed, operated, or maintained by any governmental or quasi-governmental agency of a public utility. However, machinery and equipment for a home workshop may be placed, operated and maintained inside a private residence, including an enclosed garage.
10. No exterior antenna or other device for the transmission or reception of any form of electromagnetic radiation shall be erected, used or maintained on any Single Family Lot, unless the same is appropriately screened so as not to be visible from the front of any other Single Family Lot or any public street. No radio signals, television signals or any other form of electromagnetic radiation shall originate from a Single Family Lot which may unreasonably interfere with the reception of television or radio signals on any other Single Family Lots. No satellite dish antenna shall be erected unless the same is appropriately screened so as to not be visible from the front of any other Single Family Lot or any public street.

SECTION III GOVERNING BODIES

A. **GENERALLY.** These Covenants shall be implemented and enforced by Developer during the Development Period. Following the termination of the Development Period, the Covenants shall be implemented and enforced by the existing Wellington Heights Property Owners Association.

Developer deems it desirable for the efficient preservation of the values of interests in the Project to join Wellington Heights Property Owners Association, upon the completion of construction of a single family dwelling unit on the Lot occupied by the Lot Owner. Upon the termination of the Development Period, the Wellington Heights Property Owners Association shall be delegated and assigned powers of:

- (i) Maintaining and administering any of the following common areas located in the property:
 - (a) Parks and green space areas
 - (b) Clubhouse
 - (c) Pool and Pool area
 - (d) Playground and playground equipment
 - (e) Walking trails
 - (f) Park access easements
 - (g) Medians
 - (h) Entrance areas
 - (i) Entrance walls
 - (j) Entrance lighting
 - (k) Street lights and street light banners
 - (l) Sprinkler systems
 - (m) Any and all other improvements to common areas

Any and all other areas which might be deeded to the Association in the future, (ii) administering and enforcing the this Declaration, and (iii) establishing, collecting and disbursing the assessments and charges hereinafter created, and at such time The Springs at Wellington shall join Wellington Heights Property Owners Association for the purpose of exercising the functions described herein.

B. PROPERTY OWNERS ASSOCIATION

1. Membership in Association. As evidenced by the signature of the duly authorized representative of the Association, hereinbelow, each Lot Owner (other than Developer as to any unsold or retained Lots), upon the completion of construction of a single family dwelling unit on the Lot that is occupied by the Lot Owner, shall automatically become a member of the Association and shall remain a member thereof until he or she shall cease to be a Lot Owner. The Lot Owner may assign his membership privileges to a lessee, tenant, or contract purchaser, so long as the same shall be in writing and upon ten (10) days' prior written notice to the Association.

2. Transfer of Membership. The membership of each Lot Owner in the Association is appurtenant to and inseparable from his ownership interest in his Lot and shall be automatically transferred upon any authorized transfer or conveyance of his Lot to any transferee or grantee, and except as provided herein, said membership shall be non-transferable.

3. Voting Rights. The voting rights of members of the Association shall be as set forth in The Declaration of Protective Covenants, Conditions, and Restrictions Wellington Heights Subdivision Phase I & II, Article II, Section 3 signed on the 16th day of November, 1999 and filed of record on the 7th of December, 1999, in the Office of the Circuit Clerk and the Ex-Oficio Recorder of Benton County.

4. Bylaws. The Association shall be governed by a set of Bylaws which have been made and are incorporated herein by referenced as if set out herein word for word.

C. ARCHITECTURAL REVIEW BOARD

An Architectural Review Board ("Board") shall be formed by the Developer during the Development Period to review plans and specifications for all proposed construction within the Subdivision. The Board shall be comprised of such members, as Developer shall designate. Plans and specifications showing the nature, size, kind, shape, height, materials and locations of any proposed construction shall be submitted to the Board for approval prior to commencement of construction. In the event the Board fails to approve or

disapprove the design and location as shown in the plans and specifications within five (5) days after said plans and specifications have been submitted to it, approval will be deemed to have been given. After all of the platted Lots in the Subdivision have been sold by Developer and a residence constructed on each, the requirement as contained in this paragraph for prior approval of proposed construction shall no longer apply. Upon the termination of the Development Period, the Board, if necessary, shall be under the control and direction of the Association.

D. COVENANT FOR ASSESSMENTS

For each Lot owned by a Lot Owner, other than the Developer, by acceptance of a deed therefore, whether or not expressed in any such deed or other conveyance, the Lot Owner, upon becoming a member of the Association shall be deemed to covenant and agree to pay all assessments duly fixed by the Association.

All assessments for The Springs at Wellington shall be established, charged, collected and enforced as set forth in The Declaration of Protective Covenants, Conditions, and Restrictions Wellington Heights Subdivision Phase I & II, Section III, dated the 16th day of November, 1999 and filed of record on the 7th of December, 1999, in the Office of the Circuit Clerk and the Ex-Oficio Recorder of Benton County, with the exception that the Developer of The Springs at Wellington shall not be subject to the payment of assessments.

**SECTION IV
DURATION AND AMENDMENT**

A. DURATION

These Covenants, Conditions, and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years at which time said Covenants shall be automatically extended for successive periods of ten (10) years.

B AMENDMENT OR MODIFICATION

Notwithstanding the above, at any time, these Covenants may be waived, terminated and/or modified with the written consent of a majority of Lot Owners in said Subdivision; and if only a portion of said Subdivision is intended to be affected by said waiver, termination and/or modification, then the written consent of a majority of Lot Owners of said Lots in the portion to be affected shall also be secured. No such waiver, termination and/or modification shall be effective until the proper instrument, in writing, shall be executed and recorded in the Office of the Recorder for the County of Benton, State of Arkansas. Notwithstanding the above, no alteration or modification of the Covenants and Restrictions contained herein may be made prior to December 31, 2006, without the express written consent of either the Developer or of the person or entity to whom the Developer shall have expressly assigned its rights under this paragraph. Notwithstanding any provisions hereof to the contrary, the Developer may at its sole discretion and without consent being required of anyone, (i) modify, amend, or repeal this Declaration or any of these Covenants and Restrictions at any time during the Development Period, provided said amendment, modification, or repeal is in writing and properly recorded in the Real Property Records of Benton County, Arkansas and/or (ii) amend this Declaration or any of these Covenants and Restrictions to cause the same to be in compliance with any and all applicable laws, rules and regulations (including without limitation any and applicable laws, rules and regulations of the Federal Housing Administration and/or the Veterans Administration.)

**SECTION V
PROPERTY SUBJECT TO THIS DECLARATION
AND ADDITIONS THERETO**

1. Additions to Project by Developer. Developer, its successors and assigns shall have the right to bring within the scheme of this Declaration additional properties provided (i) that such additional properties are

in the general area, and (ii) that the additional properties are developed, designed, and planned in a manner comparable to the Project subject to this Declaration. Nothing herein shall require the Developer to add any such property.

2. Other Additions. Notwithstanding the foregoing, additional properties may be added to the Project even though such properties are not consistent with the scheme and design of the Project upon the consent of a majority of the votes of each class of members of the Association who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for such purposes.

3. Method of Authorizing Additions. The additions under Sections 1 and 2 of this Article shall be made by filing of record one or more supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the provisions of this Declaration to such property.

SECTION VI STREETS AND EASEMENTS

A. STREETS

All streets shown on the recorded final plat are hereby dedicated to the use of the public.

B. EASEMENTS

All easements as shown on the recorded plat are hereby dedicated for construction, operation and maintenance of public utilities and/or drainage and access and are provided for the purpose of enabling such utilities, city officials, and landscape maintenance contractors, their agents and employees, to enjoy free, open and unobstructed access through, over and along such easements to the end that their personnel, trucks and work equipment may at all times install, service, operate and maintain all utility facilities within the boundaries of said easements.

SECTION VII ENFORCEMENT

- A. Lot Owners agree to be bound by the foregoing Covenants. Any party violating these Covenants shall be responsible for any attorney fees incurred because of their violation.
- B. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these Covenants. Violators shall be subject either to restraint or to an action for damages as may be provided by law.
- C. Invalidation of any one of these Covenants, Conditions or Restrictions, or any part thereof by order or judgment of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED THIS 12 DAY OF September, 2004

[SIGNATURES PAGES TO FOLLOW]

REEVES & VICKERS, L.L.C.

By: R.F. Reeves 479-248-1297
R.F. Reeves, Member

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this day came before me, the undersigned, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, the within named **R.F. Reeves**, being the person who executed the foregoing instrument, to me personally known, who stated that he was an authorized member of **Reeves and Vickers, LLC**, an Arkansas limited liability company, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19 day of September, 2004.

My Commission Expires
OFFICIAL SEAL
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

[Signature]
Notary Public

WELLINGTON HEIGHTS PROPERTY OWNERS ASSOCIATION

By: [Signature]
~~Dwight Stinchcomb~~, Secretary
479.248.1009

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this day came before me, the undersigned, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, the within named **Dwight Stinchcomb**, being the person authorized by said corporation to execute such instrument, stating his capacity in that behalf, to me personally known, who stated that he was the **Secretary of Wellington Heights Property Owners Association**, an Arkansas nonprofit corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21 day of September, 2004.

My Commission Expires
OFFICIAL SEAL
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

[Signature]
Notary Public

LOT OWNERS OF THE SPRINGS AT WELLINGTON HEIGHTS:

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Deed Book & Page
01-27-2005 10:26:16 AM


Robert Sutton


STATE OF ARKANSAS)
COUNTY OF BENTON)

BE IT REMEMBERED that on this 12 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Robert Sutton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public


Lori Sutton 479-268-1007

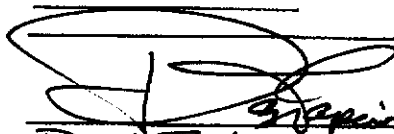
STATE OF ARKANSAS)
COUNTY OF BENTON)

BE IT REMEMBERED that on this 12 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Lori Sutton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:


Notary Public


Daryl Tapio

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 15 day of October, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Darrell Talio, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12 Notary Public

LOT OWNERS OF THE SPRINGS AT WELLINGTON HEIGHTS:

Robert Sutton
Robert Sutton

STATE OF ARKANSAS)
COUNTY OF BENTON)

BE IT REMEMBERED that on this 12 day of SEPTEMBER, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Robert Sutton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
DONNA J. STEWART
My Commission Expires: 05-21-12
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

Donna J. Stewart
Notary Public

Lori Sutton 479-248-1007
Lori Sutton

STATE OF ARKANSAS)
COUNTY OF BENTON)

BE IT REMEMBERED that on this 12 day of SEPTEMBER, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Lori Sutton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
OFFICIAL SEAL
DONNA J. STEWART
My Commission Expires: 05-21-12
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

Donna J. Stewart
Notary Public

~~Darrell Talio~~

~~STATE OF ARKANSAS)
COUNTY OF _____)~~

~~BE IT REMEMBERED that on this ____ day of _____, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Darrell Talio, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.~~

~~IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires: _____
Notary Public~~

7/a

Timothy White

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 12 day of _____, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Timothy White, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

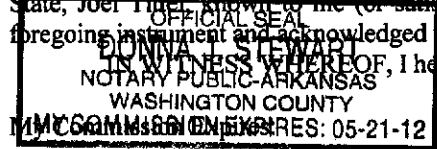
My Commission Expires: _____
Notary Public

Joel Tittel 479-927-0246
Joel Tittel

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 12 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Joel Tittel, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



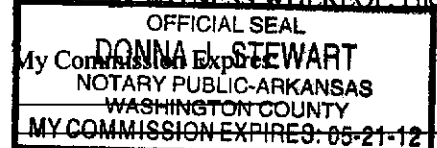
Donna Stewart
Notary Public

Julie Tittel 479-927-0246
Julie Tittel

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 27 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Julie Tittel, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Donna Stewart
Notary Public

Chris Lee
Chris Lee

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STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 27 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Chris Lee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL SEAL
My Commission Expires
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

[Signature]
Notary Public

Brenda Lee 479-750-4714

Brenda Lee

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 12 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Brenda Lee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL SEAL
My Commission Expires
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

Notary Public

[Signature] 479-927-1320

Rod Wallis

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 19 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Rod Wallis, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL SEAL
My Commission Expires
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

[Signature]
Notary Public

Gregory Fulgram

STATE OF ARKANSAS)
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Gregory Fulgram, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____
Notary Public

Wendall Adams 479-841-8686
Wendall Adams

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 19 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Wendall Adams, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL SEAL
My Commission Expires:
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

Donna J. Stewart
Notary Public

James Fennell 479-659-0992
James Fennell

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 27 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, James Fennell, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

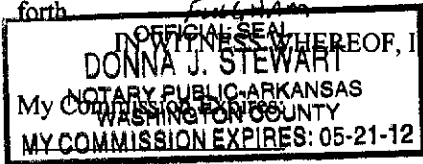
My Commission Expires:
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

Donna J. Stewart
Notary Public

Gregory A. Fulgham 479-248-1484
Gregory Fulgham

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 29 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Gregory Fulgham, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

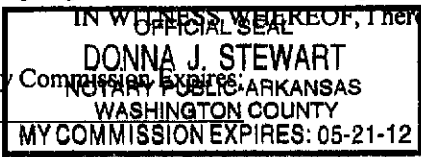


IN WITNESS WHEREOF, I hereunto set my hand and official seal.
[Signature]
Notary Public

Wendall Adams 479-841-8686
Wendall Adams

STATE OF ARKANSAS)
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Wendall Adams, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

James Fennell 479-659-0992
James Fennell

STATE OF ARKANSAS)
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, James Fennell, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

Notary Public

Traci D. Fennell
Traci Fennell

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 29 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Traci Fennell, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL SEAL
My Commission Expires
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

[Signature]
Notary Public

Alan Niecher
Alan Niecher: Niesciur

203 4430

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 29 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Alan Niecher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL SEAL
My Commission Expires
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

[Signature]
Notary Public

Gregory Simrad
Gregory Simrad SEMRAD 73-1471809

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 29 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Gregory Simrad, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL SEAL
My Commission Expires
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

[Signature]
Notary Public

Traci D. Fennell
Traci Fennell

2005 4157
Recorded in the Above
Deed Book & Page
01-27-2005 10:26:16 AM

STATE OF ARKANSAS)
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Traci Fennell, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____
Notary Public

Alan Niecher

STATE OF ARKANSAS)
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Alan Niecher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____
Notary Public

Gregory Simrad SEMRAD 73-1471809
Gregory Simrad SEMRAD

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 29 day of September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Gregory Simrad, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires
OFFICIAL SEAL
DONNA B. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

[Signature]
Notary Public

Frontier Development Group, Inc.

756-9699

2005 4158
Recorded in the Above
Deed Book & Page
01-27-2005 10:26:16 AM

By: Josh Matthews, President

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on the 27 day of September, 2004, came before me, the undersigned, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, the within named Josh Matthews, being the person authorized by said corporation to execute such instrument, stating his capacity in that behalf, to me personally known, who stated that he was the President of Frontier Development Group, Inc., an Arkansas corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires OFFICIAL SEAL
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

[Signature]
Notary Public

Cornelia P. Williamson Trust

By: _____
Name: _____
Title: _____
Name: _____
Title: _____

TRUST ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF _____)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, the within named _____, to me personally known, who stated that he/she/they was/were Trustee(s) of the Cornelia P. Williamson Trust, a trust, and was/were duly authorized in his/her/their capacity to execute the foregoing instrument for and in the name and on behalf of said Trust, and further stated and acknowledged that he/she/they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2004.

My Commission Expires: _____
Notary Public

Frontier Development Group, Inc.

756-9699

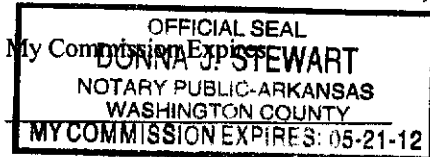
By: Josh Matthews, President

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF Washington)

BE IT REMEMBERED that on the 27 day of September, 2004, came before me, the undersigned, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, the within named Josh Matthews, being the person authorized by said corporation to execute such instrument, stating his capacity in that behalf, to me personally known, who stated that he was the President of Frontier Development Group, Inc., an Arkansas corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.



[Signature]
Notary Public

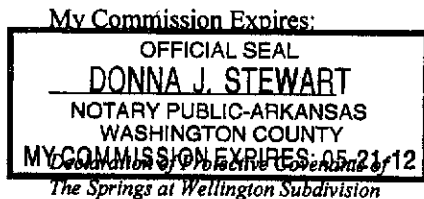
Cornelia P. Williamson Trust
Cornelia P. Williamson
By: [Signature]
Name: ARLIS WILLIAMSON
Title: TRUSTEE
Name: CORNELIA P. WILLIAMSON
Title: CO-TRUSTEE

TRUST ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, the within named Arlis Williamson and Cornelia P. Williamson, to me personally known, who stated that he/she/they was/were Trustee(s) of the Cornelia P. Williamson Trust, a trust, and was/were duly authorized in his/her/their capacity to execute the foregoing instrument for and in the name and on behalf of said Trust, and further stated and acknowledged that he/she/they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27 day of September, 2004.



[Signature]
Notary Public

Christopher Benedict Incorporated

2005 4160
Recorded in the Above
Deed Book & Page
01-27-2005 10:26:16 AM

By: _____
Christopher Benedict, President

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of September, 2004, came before me, the undersigned, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, the within named Christopher Benedict, being the person authorized by said corporation to execute such instrument, stating his capacity in that behalf, to me personally known, who stated that he was the President of Christopher Benedict Incorporated, an Arkansas corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

Notary Public

Dahl House Construction, Inc.

By: Dan Hudson cell 263-2228
Dan Hudson, President

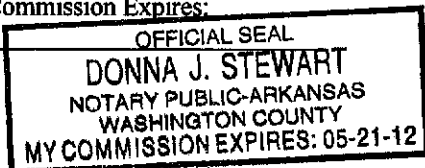
CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 29 day of September, 2004, came before me, the undersigned, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, the within named Dan Hudson, being the person authorized by said corporation to execute such instrument, stating his capacity in that behalf, to me personally known, who stated that he was the President of Dahl House Construction, Inc., an Arkansas corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:



[Signature]
Notary Public

Bob Ikenberry Custom Homes, Inc.

By Jenny Matlock 479-459-3257
Bob Ikenberry, President 353-1874

2005 4161
Recorded in the Above
Deed Book & Page
01-27-2005 10:26:16 AM
Brenda DeShields-Circuit Clerk
Benton County, AR

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) BE IT REMEMBERED that on this 29 day of
September, 2004, came before me, the undersigned, a Notary Public duly commissioned, qualified and acting,
within and for the said County and State, the within named Bob Ikenberry, President, being the person
authorized by said corporation to execute such instrument, stating his capacity in that behalf, to me personally
known, who stated that he was the President of Bob Ikenberry Custom Homes, Inc., an Arkansas corporation,
and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of
said corporation, and further stated and acknowledged that he had so signed, executed and delivered said
instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

[Signature]
Notary Public

Sherry Halter
Signature 248-0894

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) BE IT REMEMBERED that on this 12 day of
September, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and
acting, within and for the said County and State, SHERRY HALTER, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged
that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
DONNA J. STEWART
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES: 05-21-12

[Signature]
Notary Public

Signature

STATE OF ARKANSAS)
COUNTY OF _____) BE IT REMEMBERED that on this ____ day of
_____, 2004, came before me, the undersigned, a Notary Public, duly commissioned, qualified and
acting, within and for the said County and State, _____, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged
that he/she had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____
Notary Public

Benton County, AR
I certify this instrument was filed on
01-27-2005 10:26:16 AM
and recorded in Deed Book
2005 at pages 4142 - 4161
Brenda DeShields-Circuit Clerk