

BILL OF ASSURANCE
COOPER CONFERENCE CENTER
CHEROKEE VILLAGE MEMORIAL DEVELOPMENT
SHARP COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That Cooper Communities, Inc., successors to John A. Cooper Company (formerly Cherokee Village Development Company, Inc.) by reason of merger, holds the title to all of the following described lands situated in Sharp County, Arkansas, to-wit:

COOPER CONFERENCE CENTER, Cherokee Village, Arkansas, more particularly described as follows:

A parcel of land lying in the South Half of the Southwest Quarter, Section 8, Township 19 North, Range 5 West, Sharp County, Arkansas, to-wit:

Starting at the corner of Sections 7, 8, 17 and 18, Township 19 North, Range 5 west, thence North 55.88 feet to a point on the North right-of-way of Okmulgee Drive; thence East along said right-of-way 256.95 feet to a point which lies on the North right-of-way of Okmulgee Drive and the East right-of-way of Chickasha Drive; continuing along the East right-of-way line of Chickasha Drive North 129.91 feet to a point; thence North 26 degrees 32 minutes East, 73.49 feet to a point; thence North 48 degrees 47 minutes East, 89.97 feet to a point; thence North 72 degrees 39 minutes East, 328.23 feet to a point; thence North 68 degrees 11 minutes East, 328.09 feet to a point; thence North 57 degrees 59 minutes East, 150.60 feet to a point; thence North 41 degrees 59 minutes East, 132.38 feet to a point; thence North 24 degrees 20 minutes East 188.86 feet to a point; thence North 50 degrees 41 minutes East, 127.78 feet to a point; thence North 64 degrees 57 minutes East, 298.84 feet to a point which lies on the South right-of-way of Chickasha Drive and the West right-of-way of Powhatan Drive; thence continuing along the West line of Powhatan Drive south 35 degrees 57 minutes East, 259.51 feet to a point; thence South 47 degrees 26 minutes East, 249.46 feet to a point; thence South 30 degrees 51 minutes East, 295.47 feet to a point; thence South 37 degrees 34 minutes East, 113.60 feet to a point which is the Northwest corner of Lot 8, Block 3, Dakota 1st Addition; thence leaving the West right-of-way of Powhatan Drive and continuing along the West side of Lot 8 and Lot 7 South 9 degrees 3 minutes West, 334.21 feet to the North side of Okmulgee Drive; thence continuing along the North right-of-way of Okmulgee Drive in a westerly direction along a 19 degree 31 minute 25 second degree curve to the right, a distance of 279.66 feet to the point of tangency; thence along a 19 degree 10 minute 18 second degree curve to the left, a distance of 159.35 feet to the point of tangency; thence along a 10 degree 3 minute 8 second degree curve to the left, a distance of 428.59 feet to the point of tangency; thence South 70 degrees 58 minutes West 479.45 feet to a point which is the point of curvature of a curve to the right having a degree of curvature of 4 degrees 48 minutes 23 seconds; thence along said curve for a distance of 396.33 feet to the point of tangency; thence West 264.92 feet to the point of beginning and containing in all 21.89 acres, more or less.

Cooper Communities, Inc. has caused said land to be surveyed and subdivided and said land has been named and shall henceforth be known and designated as COOPER CONFERENCE CENTER, Cherokee Village, Arkansas. Cooper Communities, Inc. has further caused said land to be platted, which plat reflects the location of said land and is recorded in Plat Book 11 at Page 89 in the office of the Circuit Clerk and Ex-Officio Recorder in and for Sharp County, Arkansas, being filed for record simultaneously with the filing for record of this Bill of Assurance and this Bill of Assurance is likewise made a part of the plat aforesaid as fully as though written thereon word for word.

As a part of this Bill of Assurance, certain safeguards, restrictions and provisions hereinafter referred to as "Addition Restrictions and Provisions" are hereby placed on the described land.

SUBDIVISION RESTRICTIONS AND PROVISIONS

I.

INTENT AND PURPOSES

It is the desire and intent of Cooper Communities, Inc, to place certain safeguards, restrictions and provisions upon the land for use and benefit of the future owners of said property; therefore, in consideration of the premises and in consideration of the mutual agreements herein made and set forth, Cooper Communities, Inc., its successors, assigns and grantees, and for their successors in title, do hereby agree, subject to Paragraph A, Section IV hereof, that the said COOPER CONFERENCE CENTER, Cherokee Village, Arkansas, shall be and is hereby restricted as to use in the manner and to the extent hereafter set forth, and likewise all provisions relative thereto as hereafter set forth shall fully apply as to such land.

All persons, firms and corporations who now own, or who shall hereafter acquire any interest in the land mentioned herein, or affected hereby, shall by acceptance of such conveyance, be bound by the restrictions and provisions herein set forth, with the same force and effect as though they had joined in the execution of this instrument, it being the intention of Cooper Communities, Inc. that all restrictions and provisions set forth herein shall be held to be covenants running with the land, binding upon all persons interested in said lot throughout the whole period of time for which these restrictions and provisions shall remain in effect.

All persons, firms and corporations who now own, or who shall hereafter acquire any interest in the lot mentioned herein, hereby agree to become a member of any Commercial Property Owners Association which may be organized within Cherokee Village, Arkansas.

II.

ARCHITECTURAL CONTROL COMMITTEE

A. Cooper Communities, Inc. creates and establishes contemporaneously with and by this Bill of Assurance an Architectural Control Committee, hereinafter referred to as the "Committee" with the responsibility of maintaining values of the property included herein, as well as within the entire Cherokee Village Development, and also for the purpose of enforcing the restrictions and provisions herein provided, and waiving same in hardship cases, as well as passing and issuing additional orders, rules, restrictions and provisions in aid and furtherance of the purposes aforesaid.

B. The Architectural Control Committee is composed of Joe N. Basore, Ralph C. Cernetti and Kenneth Blackwood; and a majority of the Committee may designate a representative to act for the Committee, and the action of such representative shall be as effective as if the entire Committee had acted. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of three-fourths of the total property contained in said Cherokee Village Development shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or restore it to any of its powers and duties.

The Committee's approval or disapproval of each submission of plans and specifications as required in these covenants shall be in writing; however, in the event the Committee, or its designated representative, fails to approve or disapprove a submission in writing within sixty (60) days after receipt of full and complete documentation as required in these covenants or by the Committee, then written approval will not be required and approval by the Committee shall be presumed.

III.

SUBDIVISION RESTRICTIONS

A. LAND USE:

All land shown upon the plat aforesaid shall be controlled by the notes on the recorded plat thereof and shall not be otherwise used without the prior written approval of the Architectural Control Committee.

B. APPROVAL OF PLANS:

No building, appurtenances thereto, or other structure shall be erected, placed or altered on the land until full and complete construction plans and specifications and a topographical site plan showing the location of the proposed structure shall have been presented to and approved in writing by the Architectural Control Committee as to quality of workmanship and material, structural design and appearance, harmony of external design with the existing structures, and as to location with respect to property, topography and finish grade elevation. The Committee may require additional submissions which are, in its discretion, necessary for a full and complete review of the proposed construction in keeping with its responsibilities hereunder.

C. CONSTRUCTION OF BUILDINGS:

Prior to beginning construction of a building, appurtenances thereto or any other structure upon the lot herein, the owner of the property shall furnish to the Architectural Control Committee proof that a suitable completion bond has been made by the contractor or builder to insure completion of the structure and to indemnify the owner against materialman's and mechanics' liens.

If the owner is his own builder, he shall furnish to the Committee satisfactory credit information and proof of financial ability to complete the structure within the time requirements hereinafter set forth.

In any case, the owner shall furnish the Committee with satisfactory proof that builder's risk insurance, including workman's compensation insurance, if applicable, will be in effect for the construction period.

D. COMPLETION OF BUILDING:

(1) The exterior of any structure erected on or moved upon the lot shall be completed within six (6) months after construction has begun, or within such other period of time as fixed by the Architectural Control Committee in their written approval for construction, and in accordance with the Cherokee Village Building Code as formally adopted by the Architectural Control Committee and approved by Cooper Communities, Inc. In the absence of such a building code, the provisions of the most recently revised edition of the Standard Building Code of the Southern Building Code Congress International, Inc. will be substituted. Completion of the exterior shall include completion of any and all kinds of details of exterior construction or finish which in their absence shall change the appearance of the structure from that approved by the Committee.

(2) The Interior of any structure erected or moved upon the lot shall be completed within twelve (12) months after construction has begun, or within such other period of time as fixed by the Committee in their written approval for construction, and in accordance with the Cherokee Village Building Code as formally adopted by the Architectural Control Committee and approved by Cooper Communities, Inc. In the absence of such a building code, the provisions of the most recently revised edition of the Standard Building Code of the Southern Building Code Congress International, Inc. will be substituted. Completion of the interior walls shall include completion of any kind and all kinds of details of interior construction or finish which in their absence shall change the appearance of the structure from that approved by the Architectural Control Committee. Electric wiring installed in any structure shall be in accordance with the standards required by the most recently revised edition of the National Electric Code or with the standards required by the local power company, whichever are more restrictive. Plumbing shall be in complete accordance with the requirements set up by the Arkansas State Health Department or the Standard Building Code of the Southern Building Code Congress International, Inc., whichever is more restrictive.

E. INSPECTIONS:

All structures will be submitted to inspections as required by the Architectural Control Committee and/or its representative to determine compliance with completion dates as herein provided and in accordance with the plans and specifications and other documentation upon which written approval for construction was granted by the Committee. In the event the completion dates and requirements above provided are not met, the Committee shall have the right but not the obligation to hire a contractor to promptly complete the work in accordance with such requirements and to bill the owner for the amount expended plus 10% of such amount for administration. In the event that the owner does not pay said charges, the Committee shall have the right to file a lien against the property and proceed in law or equity to sell the property and obtain said charges. All money received over and above said charges and court costs shall be returned to the owner.

F. RESUBDIVISION:

No lot as shown on said plat shall be resubdivided without prior written approval of the Architectural Control Committee.

G. HEIGHT AND SETBACK LIMITATIONS:

Structures shall be controlled as to height and setback limits by the Architectural Control Committee, provided, however, that setback lines may not be less restrictive than those reflected upon the recorded plat, if any.

H. EASEMENTS FOR PUBLIC UTILITIES:

Cooper Communities, Inc. for itself, its successors and assigns, hereby reserves all easements for installation and maintenance of utilities and drainage facilities as reflected upon the recorded plat and as herein provided, and by reason of such reservation, shall have the right to install or have installed water mains, power lines or any other utility or drainage facility within such easements without notification to the lot owner; however, all such facilities will be placed within the easement wherever such installation would be most practical and least detrimental to the land. Such easements as so reserved shall be assignable, perpetual, alienable and releasable on the part of Cooper Communities, Inc., its successors and assigns.

Within easements as reflected upon the recorded plat or as herein provided, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner, except for those improvements for which a public authority or utility company is responsible.

In addition, Cooper Communities, Inc., for itself and its successors and assigns, hereby reserves and is given an assignable, perpetual, alienable and releasable easement, privilege and right on, in, over and under the hereinafter designated portions of the herein described lands to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines and drainage ditches or drainage structures, sewer and other suitable equipment and structures for drainage and sewerage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under the following property reflected upon said plat.

Cooper Communities, Inc. shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to herein. The owners, other than Cooper Communities, Inc., of the land subject to the privileges, rights and easements referred to herein, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, in, over or under the property which is subject, to said privileges, rights and easements. All such easements are and shall remain private easements and the sole and exclusive property of Cooper Communities, Inc. and its successors and assigns.

In addition, Cooper Communities, Inc., for itself, its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right to place upon any lands reflected upon the plat aforesaid, water pump stations, water reservoirs, overhead water reservoirs, water meter stations, water pressure reducing stations, water hydrants and water system structures, and Cooper Communities, Inc. likewise reserves unto

itself, its successors and assigns, the specific right to transfer and convey such easement, privilege and right with or without any of such improvements located thereon.

I. FENCES:

No fence or wall may be constructed or erected on the land until the construction plans and specifications therefore have been given specific written approval prior to construction, pursuant to and in accordance with Paragraphs B and E hereof, by the Architectural Control Committee and in no event shall such fence or wall be constructed or erected in the area outlined in Paragraph L of this Section III.

This restrictive covenant shall not be construed so as to in any way lessen or limit the effect or intent of the preceding Paragraph J which shall control this covenant in all cases of conflict. If it becomes necessary to partially or completely remove any such fence or wall in order to install or maintain utility or drainage facilities within any easement reserved herein, the cost of such removal and reconstruction, if any, shall be borne by the lot owner.

J. SEWAGE DISPOSAL:

No building or structure shall be maintained or erected upon the land unless the owner thereof shall install any sewer line extensions and appurtenances thereto necessary to connect to the then existing central sewer collection system serving said property, if any. Said sewer line extension and appurtenances thereto shall be located and constructed in accordance with the requirements of the central sewer system owners and of the Arkansas State Department of Health. In the event that the owners of the central sewer system, if any, and the Arkansas State Department of Health give prior approval thereto, a temporary individual sewage system may be installed upon the land in lieu of the construction of said sewer line extension and appurtenances thereto. Said individual sewage disposal system shall be located, constructed and operated in accordance with the requirements, standards and recommendations of the Arkansas State Department of Health. Said temporary individual sewage disposal system shall be abandoned and the building connected to the central sewerage collection system whenever the owners of the central sewerage collection system is prepared to accept the aforesaid necessary extension and appurtenances thereto.

K. GARBAGE AND REFUSE DISPOSAL:

The land shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste incidental to the use of the property as herein provided shall not be kept except in covered sanitary containers and disposition of same shall be prompt. There shall be no burning of trash, garbage, or other waste material upon the property without the prior written approval of the Architectural Control Committee and provided that the facilities therefore have been installed and are operated and maintained in accordance with the Committee permit and all applicable laws, rules and regulations.

L. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner property within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property

corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any property within ten (10) feet from the intersection of street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

M. NUISANCES:

No noxious or offensive activity shall be carried on upon any part of the above described premises nor shall anything be done thereon which may be or may become an annoyance or nuisance to the area or which may be or become offensive by reason of color, design or emission of odor, liquid, gas, smoke, vibration or noise or for any other reason.

N. TEMPORARY STRUCTURES:

No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be constructed or placed or allowed to remain on the lot without approval by the Architectural Control Committee, nor shall any such structures be used on the lot at any time as a residence either temporarily or permanently.

O. SIGNS:

No sign of any kind shall be displayed to the public view on the property or upon any building or other structure thereon except:

- a. Signs erected by the appropriate authorities for identification of streets, traffic control or directional purposes;
- b. Signs erected by the developer in connection with its development or sales program;
- c. Signs erected by the property owner to identify the use or establishment located on property;
- d. Signs of a temporary nature advertising property for sale or for lease or construction signs.

Signs in Sections c. and d. above shall require a permit of the Architectural Control Committee after submission of plans therefore, including additions or alterations thereto, and may not be erected without such permit.

P. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the lot nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in the property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the property.

Q. LIVESTOCK AND POULTRY:

No beehives or the breeding or raising of any insects, reptiles, fish, worms, animals, poultry, etc., of any kind shall be permitted on the lot when such activity will, in the opinion of the Architectural Control Committee, constitute an annoyance to the neighborhood.

GENERAL PROVISIONS

A. MODIFICATION:

Cooper Communities, Inc. reserves the right to change or cancel any or all of these restrictions, if in its judgment, the development or lack of development of adjacent property makes that course necessary or advisable or in the event of a reversion of the property to it subsequent to the deeding thereof.

B. TERM:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed a majority of the then owners of the land contained in said development has been recorded agreeing to change said covenants in whole or in part.

C. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant which proceedings may be brought either to restrain violation or to recover damages.

D. SEVERABILITY:

Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Cooper Communities, Inc., a corporation, has caused this instrument to be signed by its Executive Vice President and its Secretary and its corporate seal to be affixed this 3rd day of December, 1984.

ATTEST:

COOPER COMMUNITIES, INC.

Secretary

President

STATE OF ARKANSAS)

ss.

ACKNOWLEDGMENT

COUNTY OF BENTON)

On this day before me, the undersigned, a Notary Public duly qualified, commissioned and acting within and for the said state and county, appeared in person the within named W. E. Sheneman and Larry w. Garrett, to me well known, who stated that they were Executive Vice President and Secretary of COOPER COMMUNITIES, INC., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

**AMENDED BILL OF ASSURANCE
PELTON CENTER, F/K/A COOPER CONFERENCE CENTER
CHEROKEE VILLAGE, SHARP COUNTY, ARKANSAS**

KNOW ALL MEN BY THESE PRESENTS:

That Pelton Properties, Inc., successors to Cooper Communities, Inc., by reason of sale, holds the title to all of the following described land situated in Sharp County, Arkansas:

**SEE ATTACHED DESCRIPTION
EXHIBIT "A"**

Cooper Communities, Inc., had caused said land to be surveyed and subdivided and said land has been named Cooper Conference Center, Cherokee Village, Arkansas. Pelton Properties, Inc., hereby changed the name of said land to Pelton Center and all references to Cooper Conference Center shall read as Pelton Center. All references to Cooper Communities Inc., shall now be read as Pelton Properties, Inc., Cooper Communities, Inc. had further caused said land to be platted, which plat reflects the location of said land is recorded in Plat Book 11 at Page 89 in the office of the Circuit Clerk and Ex-Officio Recorder in and for Sharp County, Arkansas, being filed for record of a Bill of Assurance in Book 214 at page 791. Said plat is by reference made a part of this Amended Bill of Assurance with the restriction as to the use of said land being hereby removed.

As part of this Bill of Assurance, certain safeguards, restrictions and provisions hereinafter referred to as "Subdivision Restrictions and Provisions" are hereby amended as set out hereinafter.

1) Paragraph A, Section III, shall be changed to read as follows:

All property reflected on the Plat recorded in Plat Book 11 at Page 89 is hereby zoned for residential, lodging, dining, recreational, camping, commercial greenhouse, and the creation, display, and sale of arts, crafts and gifts. Only structures and improvements related to these uses may be placed or constructed thereof. The property reflected on this plat may be resubdivided into two or more building plots.

2) Paragraph D, subparagraph (1), Section III, shall be changed to read as follows:

The exterior of any structure erected on or moved upon the land shall be completed within six (6) months after construction has begun, or within such other reasonable period of time as fixed by the Architectural Control Committee in their written approval for constructions, in accordance with any building code formally adopted by the Architectural Control Committee and approved by Pelton Properties, inc. In the absence of such building code, the provisions of the most recently revised edition of the Standard Building Code of the Southern Building Code Congress International, Inc., will be substituted. Completion of the exterior shall include completion of any and all kinds of details of exterior construction or finish which in their

absence shall change the appearance of the structure from that approved by the Committee.

3) Paragraph F, Section III, shall be amended as follows:

The property reflected on this plat may be re-subdivided into two or more building plots.

4) Paragraph N, Section III, shall be amended as follows:

No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be constructed or placed or allowed to remain on any land, nor shall any such structures be used on the property at any time as a residence either temporarily or permanently, without the specific written consent of Pelton Properties, Inc.

Pelton Properties, Inc., hereby reaffirms the original Bill of assurance recorded on December 7, 1984 at 3:20 p.m. in Book 214 at Page 791 except as amended herein.

Larry Pelton
d/b/a Pelton Properties, Inc.

EXHIBIT A

COOPER CONFERENCE CENTER, Cherokee Village, Arkansas, more particularly described as follows:

A parcel of land lying in the South Half of the Southwest Quarter, Section 8, Township 19 North, Range 5 West, Sharp County, Arkansas, to-wit:

Starting at the corner of Sections 7, 8, 17 and 18, Township 19 North, Range 5 west, thence North 55.88 feet to a point on the North right-of-way of Okmulgee Drive; thence East along said right-of-way 256.95 feet to a point which lies on the North right-of-way of Okmulgee Drive and the East right-of-way of Chickasha Drive; continuing along the East right-of-way line of Chickasha Drive North 129.91 feet to a point; thence North 26 degrees 32 minutes East, 73.49 feet to a point; thence North 48 degrees 47 minutes East, 89.97 feet to a point; thence North 72 degrees 39 minutes East, 328.23 feet to a point; thence North 68 degrees 11 minutes East, 328.09 feet to a point; thence North 57 degrees 59 minutes East, 150.60 feet to a point; thence North 41 degrees 59 minutes East, 132.38 feet to a point; thence North 24 degrees 20 minutes East 188.86 feet to a point; thence North 50 degrees 41 minutes East, 127.78 feet to a point; thence North 64 degrees 57 minutes East, 298.84 feet to a point which lies on the South right-of-way of Chickasha Drive and the West right-of-way of Powhatan Drive; thence continuing along the West line of Powhatan Drive south 35 degrees 57 minutes East, 259.51 feet to a point; thence South 47 degrees 26 minutes East, 249.46 feet to a point; thence South 30 degrees 51 minutes East, 295.47 feet to a point; thence South 37 degrees 34 minutes East, 113.60 feet to a point which is the Northwest corner of Lot 8, Block 3, Dakota 1st Addition; thence leaving the West right-of-way of Powhatan Drive and continuing along the West side of Lot 8 and Lot 7 South 9 degrees 3 minutes West, 334.21 feet to the North side of Okmulgee Drive; thence continuing along the North right-of-way of Okmulgee Drive in a westerly direction along a 19 degree 31 minute 25 second degree curve to the right, a distance of 279.66 feet to the point of tangency; thence along a 19 degree 10 minute 18 second degree curve to the left, a distance of 159.35 feet to the point of tangency; thence along a 10 degree 3 minute 8 second degree curve to the left, a distance of 428.59 feet to the point of tangency; thence South 70 degrees 58 minutes West 479.45 feet to a point which is the point of curvature of a curve to the right having a degree of curvature of 4 degrees 48 minutes 23 seconds; thence along said curve for a distance of 396.33 feet to the point of tangency; thence West 264.92 feet to the point of beginning and containing in all 21.89 acres, more or less.

SIGNED AND CERTIFIED COPY ON FILE AT CHEROKEE VILLAGE CITY HALL, 2 SANTEE DR., CHEROKEE VILLAGE, AR 72529. If there is a conflict between this copy and the official document, the official document always governs.

EFFECTIVE FEBRUARY 15, 1999 THE ARCHITECTURAL CONTROL COMMITTEE HAS BEEN REPLACED BY THE PLANNING AND ZONING COMMISSION.