MAIL TO THE

MAIL TO THE

EXECUTOR'S DEED

Thomas Ridgely Bond as Executor of the Estate of Martha Belle Bond, deceased, GRANTOR, having been duly appointed as such Executor by the Probate Court of Pulaski County, Arkansas, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and pursuant to the order of the Probate Court dated May 3, 1993, paid by Thomas Ridgely Bond, GRANTOR, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantee, and unto his heirs and assigns forever, all of right, title, interest, equity and estate of the said Martha Belle Bond, deceased, discharged from liability of all debts, in and to the following lands situated in Cleburne, Van Buren and Pulaski Counties, Arkansas:

See Exhibit "A", which is attached.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 3rd day of May, 1993.

[Signature]

THOMAS RIDGELY BOND
EXECUTOR FOR THE ESTATE OF
MARTHA BELLE BOND

I CERTIFY UNDER PENALTY OF FALSE SWEARING THAT AT LEAST THE LEGALLY CORRECT AMOUNT OF DOCUMENTARY STAMPS HAVE BEEN PLACED ON THIS INSTRUMENT.

[Signature]

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ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

On this the 20th day of May, 1955, before me, a notary public, personally appeared THOMAS RIDGELY BOND known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he or she executed the same for the purposes therein contained.

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

My Commission Expires: 6-1-1955

[Signature]

Notary Public

[Seal]
Exhibit "A"

THE ESTATE OF MARTHA B. BOND

CLEBURNE COUNTY, ARKANSAS:

PART OF SECTION 36, T-11-N, R-11-W

The Northeast Quarter (NE 1/4) of the Southwest Quarter (SE 1/4), Section 36, Township 11 North, Range 11 West, in Cleburne County, Arkansas, containing 40 acres more or less.

LESS THE FOLLOWING DESCRIBED LAND:

Beginning at the Northeast corner of the NE 1/4 of the SE 1/4 of Section 36, T-11-N; thence South 979.3 feet; thence N 47° 17' 58" W, 552.5 feet; thence N 32° 35' 30" W, 464.3 feet; thence E 69° 30' 30" N, 126 feet; thence N 32° 51' 30" E, 305.8 feet; thence S 69° 28' E, 493.7 feet to the point of beginning; containing 9.66 acres more or less.

PART OF SECTION 36, T-11-N, R-12-W

The Northeast Quarter (NE 1/4), of the Northwest Quarter (NW 1/4), Section 36, Township 11 North, Range 12 West, in Cleburne County, Arkansas, containing 40 acres more or less.

PART OF LAKE SHORE SUBDIVISION, CLEBURNE COUNTY, ARKANSAS
(Subdivision of Section 36, T-11-N, R-11-W)

Lots 6, 7, and 8 of Lake Shore Subdivision, Cleburne County, Arkansas.

Part of Tract B, Lake Shore Subdivision

Tract No. 1 - Tract B: (Airplane Ranger Site)

Begin at the Northeast corner of Lot 6 of said Lake Shore Subdivision; thence East, 82.6 feet to the westerly line of Tract A; thence S 10° 15' E, along said westerly line of Tract A, 87.8 feet; thence S 85° 30' W, 118.7 feet to the east line of Lot 6; thence North along the east line of Lot 6, 92 feet to the point of beginning, containing 0.20 acres more or less.
Tract No. 2 - Tract B (Airplane Taxiway)

Begin at the Northwest corner of Lot 12 of said Lake Shore Subdivision; thence East, 48.6 feet; thence North, 108 feet; thence East, 201.09 feet to the westerly line for Tract A; thence N 18° 19' W, 52.05 feet along the westerly line of Tract A; thence West, 231.16 feet to the east line of Lot 10; thence South, along the east lot lines of Lots 10 and 11, 150 feet to the point of beginning containing 8.29 acres more or less.

Tract No. 3 - Tract B (Access Road)

Begin at the Southeast corner of Lot 13 of said Lake Shore Subdivision thence East, 48.6 feet; thence North, 200 feet; thence East, 58 feet; thence South, 243.07 feet to the south line of Tract B; thence N 66° 51' W along the southerly line of Tract B, 107.92 feet to the point of beginning containing 0.28 acres more or less.

Part of Tract C Lake Shore Subdivision (Access Road and Aircraft Parking Area)

Begin at the Southeast corner of Lot 13 of said Lake Shore Subdivision; thence S 66° 01' E, 107.92 feet; thence South, 156.13 feet; thence East, 313.27 feet to the westerly line of Tract A; thence S 18° 15' E, 873.09 feet along the westerly line of Tract A to the south boundary of Lake Shore Subdivision; thence West along the south line of Tract C, 129.07 feet; thence N 66° 11' 23' W, to the west line of Tract C, 897.76 feet; thence North along the west line of Tract C, 710.6 feet to the southwest corner of Lot 13; thence East along the south line of Lot 13, 280 feet to the point of beginning, containing 12.6 acres more or less.

Part of Tract C Lake Shore Subdivision (Boat Launching Area)

Starting at the Southwest corner of Lot 14 of the Lake Shore Subdivision; thence S 18° 15' E, 75 feet to the point of beginning; thence S 71° 45' E, 162.6 feet; thence N 13° 45' E, 68.4 feet to the southeast corner of said Lot 14; thence N 71° 45' E, 58.9 feet to the easterly line of Tract C; thence S 03° 30' E, 828 feet to the south line of Lake Shore Subdivision; thence West, 21.1 feet along said south line to the easterly line of Tract A extended (Airplane Landing Strip); thence N 18° 15' W along said Tract A extended 637.13 feet to the point of beginning containing 2.39 acres more or less.
Potter's Point Subdivision, Lot No. 45, Cleburne County, Arkansas

VAN BUREN COUNTY, ARKANSAS - FAIRFIELD BAY
Lake View Subdivision, Fairfield Bay Development, Van Buren County, Arkansas, Lot 36, Block 7, Lake View Subdivision

PULASKI COUNTY, ARKANSAS - JACKSONVILLE
Lot No. 9, of A Replat of Lot 9, Bond Addition to the City of Jacksonville, Arkansas
Lot 12, Block 4, Eastview Addition, Jacksonville, Arkansas

CERTIFICATE OF RECORD

STATE OF ARKANSAS
COUNTY OF CLEBURNE

I, L. H. WETZEL, M. Clong, Clerk of the Circuit Court and Ex-Officio Recorder for the County,

Having sworn, do certify that the foregoing instrument and appended instrument of writing was the true instrument and the true record, and that I have hereunto set my hand and affixed the seal of said Court

L. H. WETZEL
Clerk

[Signature]

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PLAT AND BILL OF ASSURANCE
LAKE SHORE SUBDIVISION AND REPLAN
OF TRACTS A, B, C AND LOT 2

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, we the undersigned a majority of owners, of the following described lands situated in the County of Cleburne and State of Arkansas, to-wit:

Lake Shore Subdivision, Cleburne County, Arkansas, as shown by the plat attached hereto; and

WHEREAS, it is desirable that the property by subdivided into lots and tracts with streets for property owners use.

NOW, THEREFORE, WITNESSETH:
That we, the undersigned a majority of owners, have caused said tracts of land to be surveyed, and a plat thereof made which is hereto attached showing the subdivision and replat of said tracts of land into lots and tracts and streets, and we do hereby make this Bill of Assurance.

Lake Shore Subdivision and the original Lake Shore Subdivision, Cleburne County, Arkansas, are shown on the attached replat of Tracts A, B, C and Lot 2. The size of each designated as shown on said plat and replat, and any and every deed of conveyance of any lot and tract in the said subdivision described by number and letter as shown on said plat and replat shall be held and deemed a sufficient description for the conveyance thereof.

And the owner hereby dedicate for use by property owners in this subdivision the streets, the strips of land shown on the plat attached hereto are subject to an easement which they reserve in said streets for the purpose of laying, constructing and maintaining sewer lines, gas lines, power and light lines and water mains.

All the lots described herein and any interest therein, shall be held and owned subject to and in conformity with the following restrictions and covenants which subject to being amended or canceled as provided hereinafter, shall be and remain in full force and effect for twenty years, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on an lot other than a single-family dwelling and a private garage and airplane hangar. Mobile homes, recreational vehicle, campers, etc. shall not be considered permanent residential dwelling, but may be used as a temporary residence during construction with approval of the Board of Directors.

2. No building shall be erected, placed or altered on a lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the executive committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in paragraph number (11) hereof.

3. No building, trees or other obstruction shall be placed or allowed to grow between the building set back lines (25') and airplane landing field.

4. No building shall be located on any lot nearer than 25 feet to the front lot line. No building shall be located on any lot nearer than 5 feet to an interior lot line. No dwelling shall be located below the 491 foot contour line.

5. No lot shall be subdivided without the consent of a majority of the property owners in writing. Any such subdivision of a lot approved by a majority of the property owners shall be recorded in a replat of the lot or lots involved.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. No noxious or offensive activity shall be carried on upon a lot, nor shall anything be done therein
which may be or may become an annoyance or nuisance to the neighborhood.

8. No sign of any kind shall be displayed to the public view on any lot 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.

9. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Board of Health and the County Health Authority. Approval of such system as installed shall be obtained from such authority.

10. The Board of Directors shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

11. The Board of Director's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 30 days plans and specifications that have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will be waived and the related covenants shall be deemed to have been fully complied with.

12. The operating rules and regulation for the Lake Shore Property Owners shall be adopted by a majority of the property owners and modified as needed.

The 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

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

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

In order to give the strongest assurance and lasting perpetuation of all things herein contained, it is agreed that this Bill of Assurance be recorded in the office of the recorder of Deeds of Cleburne County, Arkansas.

WITNESS our hands and seals this 22nd day of April, 1939.

[Signatures]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]
ACKNOWLEDGMENT

STATE OF ARKANSAS,
COUNTY OF Pulaski

On this date appeared before me, a Notary Public, duly commissioned, qualified and acting within the said County and State, appeared in person, Lake Shore property owners, to me known, and acknowledged that they had so signed, executed and delivered said foregoing Plat, Replat and Bill of Assurance for the consideration upon and purpose therein mentioned and set forth.

In testimony whereof I have hereunto set my hand and official seal this 22nd day of February, 1999.

Notary Public

My Commission Expires: 7-14-06

CERTIFICATE OF RECORD

INSTRUMENT PREPARED BY

S. Porter Cas

Jamestown, PA

CERTIFICATE OF SEAL

INSTRUMENT FILED

PULASKI COUNTY

This instrument was filed for record on this 22nd day of February, 1999.
Lake Shore Subdivision Property Owners Association

Operating Rules and Regulations
Amended May 2005

A. A Property Owners Association (Association) is hereby established for the purpose of maintaining and administering the airplane landing field as shown on the plat of the Lake Shore Subdivision (Subdivision).

B. A Board of Directors (Board) shall oversee the affairs of the Association. The Board shall consist of three (3) persons, the Chair, Vice-Chair, and Secretary/Treasurer. All Board members shall be owners of record of a lot or lots in the Subdivision. At any given time, at least two (2) of the three (3) Board members shall be licensed pilots, or shall be the spouse of a licensed pilot. Should a vacancy occur on the Board, the remaining two (2) Board members shall appoint a third member to fill the unexpired term. Such appointed member shall be an owner of record of a lot or lots in the Subdivision. The term of office of the members of the Board shall be as follows: the Chair shall serve two (2) years and shall be charged with conducting the annual Association meeting; the Vice Chair shall serve two (2) years and automatically advance to Chair at the end of the two (2) year term and shall also serve in the capacity of Chair if the Chair is unable to serve; the Secretary/Treasurer shall serve four (4) years and shall be charged with keeping a record of all meetings, all dues collected, and all monies expended, and shall make a report of such at the annual Association meeting. Election

INSTRUMENT PREPARED BY:

Holly Estelman

Shelby County
of the Board shall be conducted at the annual Association meeting. Election shall be by simple majority vote of a quorum. A quorum exists when two-thirds (2/3) or more of the lots in the Subdivision are represented at a meeting.

C. The Board shall call one meeting each year on Memorial Day weekend. The Board may call special meetings by a vote of the Board or by request for a meeting signed by five (5) or more owners of record. A quorum, as described in B above, must exist to conduct business or vote on matters before the Association. Owners of record may vote when present at a meeting, or by written proxy to another owner of record. Written proxies must be presented to the Secretary/Treasurer prior to voting. Each lot shall have one (1) vote. Half lots shall have one-half (1/2) vote per each half, for a total of one vote.

D. Dues for maintaining the airplane landing field shall be two hundred dollars ($200.00) per year for lots with structures, and one hundred dollars ($100.00) per year for lots without structures. Dues shall be paid to the Secretary/Treasurer or any member of the Board. The Board shall maintain a Tractor Fund as part of the airplane landing field maintenance. The Board may propose changes in the amount of dues for the purpose of maintaining and improving the airplane landing field. Any change in dues must be approved by a vote of two-thirds (2/3) or more of the owners of record of lots in the Subdivision, voting as prescribed in C above.

E. Each year's dues assessed under these Operating Rules and Regulations are delinquent if not paid before the beginning of the annual Association meeting, and
thereafter constitute a lien against the delinquent property. The Board shall have the option of recording a lien against any delinquent lot or lots. Owners with delinquent dues are not eligible to vote at the annual meeting of the Association.

F. Tracts having private ownership in the Subdivision do not pay dues and do not have a vote in the affairs of the Association. Tracts may not be sold, gifted, or otherwise transferred to any persons or entities that do not own a lot or lots in the Subdivision.

G. At a sale or other transfer of ownership of any lot or half lot in the Subdivision, a two hundred and fifty dollar ($250.00) fee shall be assessed to the purchaser/transferee of the lot or half lot. This two hundred and fifty dollar ($250.00) fee shall be deposited into the Tractor Fund.

H. The Association acknowledges ownership of runway mowing equipment, and the Board shall in its discretion appoint a Runway Maintenance Foreman to use said equipment. Use of said equipment is restricted to the appointed Runway Maintenance Foreman.

I. The Association acknowledges ownership of the airplane landing field, parking (tie-down) area, taxiways, road easements, and Tracts C and L as depicted on the Subdivision plat, and shall maintain said property. The Association, being a not for profit corporation, shall have no real property tax liability on said property.
J. These rules may be changed or amended by a vote of two-thirds (2/3) or more of the owners of record of lots in the Subdivision, voting as prescribed in C above.

K. It shall be the responsibility of each owner of record to ensure that family members and guests are aware of the inherent danger of an airport and that all Association rules and regulations, as well as reasonable safety precautions are observed.

L. In the event the airplane landing field should cease to be used as an airplane landing field, said field and any and all lands donated to the Association by the Bond family shall revert back to Tommy Bond or his heirs or assigns.
AMENDED BILL OF ASSURANCE, LAKE SHORE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS THAT WE, the undersigned, a majority of owners of the following described lands situated in the County of Cleburne and State of Arkansas, to-wit Lake Shore Subdivision, Cleburne County, Arkansas, as shown by the plat attached hereto,

DO HEREBY AMEND THE BILL OF ASSURANCE for Lake Shore Subdivision (Subdivision).

All the lots and tracts described in the attached plat, and any interest therein, shall be held and owned subject to and in conformity with the following restrictions and covenants which subject to being amended or canceled as provided herein, shall be and remain in full force and effect for twenty years, to-wit:

I. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a permanent single-family dwelling, a private garage, and an airplane hangar. Mobile homes, recreational vehicles, campers, and the like, shall not be considered permanent residential dwellings, but may be used as a temporary residence during construction with approval of the Board of Directors (Board).
2. No building shall be erected, altered, or placed on a lot or tract until the construction plans and specifications and a survey showing the location of the structure have been approved by the Board as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography, and finished grade elevation. No fence or wall shall be erected, altered, or placed on any lot or tract nearer to any street than the minimum building set back line (25 feet) unless similarly approved. Board approval under this paragraph shall be subject to the conditions in paragraph number 13 of the Bill of Assurances.

3. All residential construction beginning after approval of these covenants must contain a minimum of one thousand (1000) square feet of living space under roof.

4. No buildings, trees, or other obstructions shall be placed or allowed to grow between the building set back lines (25 feet) and airplane landing field and taxiways.

5. No building shall be located on any lot or tract nearer than 25 feet to the front lot line. No building shall be located on any lot or tract nearer than 5 feet to an interior lot line. No dwelling or other structure shall be located below the 491 foot contour line.
6. No lot or tract shall be subdivided without the written consent of a majority of the property owners. Any subdivision of a lot or tract under this paragraph shall be recorded in a re-plat of the lot(s) or tract(s) involved at the expense of the owners of the lot(s) or tract(s) involved.

7. Tract ownership shall not be severed from lot ownership. Any owner of a tract or tracts must be an owner of a lot or lots in the Subdivision.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

9. No noxious or offensive activity shall be permitted upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision.

10. No sign of any kind shall be displayed to the public view on any lot or tract except a property owner may display one professional sign of not more than one square foot, and a property owner may display one sign advertising the property for sale of not more than five square feet.
11. No individual sewage-disposal system shall be permitted on any lot or tract unless designed, located, and constructed in accordance with the requirements, standards and recommendations of the State Board of Health and the County Health Authority, and approval of such system has been obtained from said authorities.

12. The Board shall not be entitled to any compensation for services performed pursuant to this covenant. Through a duly recorded written instrument, two-thirds or more of the then recorded owners of lots shall have the power to change the membership of the Board or to withdraw from the Board or restore to the Board any of its powers and duties.

13. Any Board action of approval or disapproval as required in these covenants shall be in writing. In the event the Board fails to provide the required written approval or disapproval within thirty (30) days of submission of plans and specifications, and if no suit to enjoin construction has been commenced prior to the completion thereof, approval will be waived and the related covenants shall be deemed to have been complied with fully.

14. There shall be a Lake Shore Property Owners Association (Association) for the purpose of maintaining and administering the airplane landing field, taxiways, tie-down area, and Tracts owed by the Association. The Association shall create operating rules and regulations.
These covenants run with the land and shall be binding on all parties and persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument, signed by a majority of the then owners, changing said covenants in whole or in part, has been recorded.

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

Invalidation of any one of the provisions in these covenants by judgment or court order shall in no way affect the force or effect of any other provision of these covenants.
In order to give the strongest assurance and lasting perpetuation of all provisions herein, this Bill of Assurance for Lake Shore Subdivision shall be recorded in the office of the Recorder of Deeds of Cleburne County, Arkansas.

WITNESS our hands and seals this 29th day of May, 2005.

[Signatures and dates]
ACKNOWLEDGMENT

STATE OF ARKANSAS,
COUNTY OF JEFFERSON

On this date appeared before me, a Notary Public, duly commissioned, qualified, and acting within the said County and State, appeared in person, Lake Shore property owners, to me known, and acknowledged that they had so signed, executed and delivered said foregoing Bill of Assurances.

In testimony whereof I have hereunto set my hand and official seal this 29th day of May, 2005.

Notary Public: 

My Commission Expires: 1 - August - 2011
PLAT AND BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

THAT HEMME, the undersigned Horace T. Hem and Martha M. Hem, his wife, are the sole owners of the following described lands situate in the County of Cimberose and State of Arkansas, to wit:

The southwest Quarter of the Northeast Quarter and the North thirty (30) acres of the Northwest Quarter of the South Quarter and that part of the Southwest Quarter of the Northeast Quarter more particularly described as follows: Beginning at the northwesterly corner of the Northwest Quarter of the Northeast Quarter northeast by east 100 feet, thence north 30° 10' 20" east 200 feet, thence south 90° 10' 20" east 300 feet, thence South 30° 10' 20" west 200 feet, thence South 10° 10' 20" east 300 feet, thence North 10° 10' 20" west 200 feet, thence South 10° 10' 20" east 300 feet, thence North 10° 10' 20" west 200 feet, thence South 90° 10' 20" east 200 feet, thence South 30° 10' 20" west 200 feet, thence South 10° 10' 20" east, to the point of beginning.

VIVENDAE, it is desirable that the property be subdivided into lots and tracts with streets for property owners use.

NOW, THEREFORE, WITNESSETH:

THAT we, Horace T. Hem and Martha M. Hem, hereinafter called the Owners, having caused said tract of land to be surveyed, and a plat thereof made which is hereunto attached, and we do hereby make this Bill of Assurance.

The Southeast Quarter of the Southwest Quarter and the North thirty (30) acres of the northwest Quarter of the southeast Quarter and that part of the northeast Quarter of the northeast Quarter more particularly described as follows: Beginning at the northwesterly corner of the northeast Quarter of the northeast Quarter, northeast by east 100 feet, thence north 30° 10' 20" east 200 feet, thence South 30° 10' 20" east 200 feet, thence West 30° 10' 20" west 200 feet, thence West 10° 10' 20" south 200 feet, thence North 10° 10' 20" east 200 feet, thence South 90° 10' 20" east 200 feet, thence South 30° 10' 20" east 200 feet, thence South 10° 10' 20" east, to the point of beginning.

And the owners hereby dedicate for use by property owners in this subdivision as streets and sidewalks as hereinafter described and as hereinafter shown on the plat attached hereby and made a part hereof as Lots 1 to 20, inclusive, and Tracts A, B, C, D, and E, Lake Shore Subdivision, and shall be known as Lots 1 to 20, inclusive, and Tracts A, B, C, D, and E, Lake Shore Subdivision, in Cimberose County, Arkansas, with the site of each lot and tract in the said subdivision described by number and letter as shown on said plat, shall be held and deemed a sufficient description for the conveyance thereof.

And the owners hereby dedicate for use by property owners in this subdivision as streets and sidewalks described in paragraph (1) hereof, for any lot or tract to be owned for residence, a common driveway subject to an easement which they reserve in said streets for the purpose of laying, constructing and maintaining sewer lines, gas lines, power and light lines and water mains.

All the lots described herein and any interest therein, except Lots or Tracts A, B, C, D, and E, shall be held and owned subject to and in conformity with the following restrictions and covenants which subject, to being execrated and removed, shall be and remain in full force and effect for twenty-five years, to wit;

(1) No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a single-family dwelling and a private garage and air space heater.

(2) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat plan showing the location of the structure have been approved by the architectural control committee and external design of existing structures, and as to location with respect to topography and finish grade elevation. No work shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in paragraph (1) hereof.

(3) No building, trees or other obstructions shall be placed or allowed to grow between the building set back lines and airplane landing fields.

(4) No building shall be located on any lot nearer than 25 feet to the front lot line. No building shall be located on any lot nearer than 5 feet to an interior lot line. No dwelling shall be located below the 60 foot contour line.

(5) No lot shall be subdivided without the consent of a majority of the property owners in writing. Any such subdivision of a lot approved by a majority of the property owners shall be recorded in a register of the lot or lots involved.

(6) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(7) The premises or any part thereof, may be occupied by any person or persons who shall not be engaged in any illegal or immoral business or conduct, and shall be occupied in accordance with such laws and regulations as may be in effect from time to time, and shall not be used for any purpose as a means of securing the tract or any part thereof, as a shelter for any person, or for any other purpose as a detriment to the neighborhood.

(8) No sign of any kind shall be displayed in the public view on any lot except one professional sign of not more than one square foot, and one sign of not more than five square feet advertising the property for sale or rent.

This instrument continued on page 32.
(9) No individual expense shall be permitted on any lot unless such expense is designated, located and dedicated in accordance with the requirements, standards and specifications of the State Board of Health and the County Health Authority. Approval of such expense as installed shall be obtained from such authority or the architectural control committee.

(10) The Architectural Control Committee is composed of M.T. Bond, A.P. Crowell, and M.E. Easter. A majority of the committee may designate a representative to act for it. In event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor who shall be a property owner at that time. 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 reported owners or a majority of the lots shall have the power through any duly recorded written instrument to change the membership of the committee or withdraw as members of the committee or assume its duties.

(11) The committee’s approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if in court to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have fully complied with.

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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

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

In the event of any one of these covenants by judgment or court order shall in any wise affect any other provision which shall result in full force and effect.

In order to give the greatest assurance and lasting perpetuation of all things herein contained, it is agreed that this Bill of Assurance shall be recorded in the office of the recorder of deeds of Pulaski County, Arkansas.

J. Martha S. Bond, wife of said Morris T. Bond, for the consideration and purposes aforesaid, do hereby release and relinquish all my dower and homestead rights in and to said land.

WITNESSEs our hands and seals this 13 day of October, 1957.

M.T. Bond

Morris T. Bond

Martha S. Bond

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF . . .

On this date appeared before me, a Notary Public, duly commissioned, qualified and acting within said county and state, appeared in person, Morris T. Bond and Martha S. Bond, his wife, as well known, and acknowledged that they had executed, executed and delivered said foregoing Bill of Assurance for the consideration uses and purposes therein mentioned and set forth.

In testimony whereof I have hereunto set my hand and official seal this 13 day of October, 1957.

Clara Pike

Notary Public

My Commission Expires
May 15, 1959

This instrument was filed and duly recorded on this the 11th day of October, 1957.

[Signature]
(9) No individual septic-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the State Board of Health and the County Health Authority. Approval of such systems as installed shall be obtained from such authority or the architectural control committee.

(10) The Architectural Control Committee is composed of K.R. Bond, A.F. Crowell, and W. C. Ewen. A majority of the committee may designate a representative to act for the committee in the event of death or resignation of any member of the committee, the remaining member or members have full authority to designate a successor who shall be a property holder. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this paragraph. At least twice a year, the then resident owner of a majority of the lots shall have the power through a duly executed written instrument to change the number and type of the committees or to withdraw from the committee or reduce to it any of its powers and duties.

(11) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin its construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

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

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

In case of any one of these covenants by judgment or order of court shall be in any wise affected by any other provision which shall remain in full force and effect.

In order to give the strongest assurance and lasting protection of all things herein contained, it is agreed that this Bill of Assurance be recorded in the office of the recorder of deeds of Custer County, Arizona.

J. Martha J. Bond, wife of said K.R. Bond, for the substitution and purposed consideration, do hereby release and relinquish all my right and interest in the said land.

Witness our hands and seals this 10th day of October, 1957.

/s/ K.R. Bond

Maria B. Bond

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF CUSTER

On this day appeared before me, a Notary Public, duly commissioned, qualified and acting within the said County and State, appeared in person, K.R. Bond and Martha B. Bond, to me well known, and acknowledged that they had so signed, executed and delivered said foregoing Plan and Bill of Assurance for the consideration hereabove mentioned and set forth.

In testimony whereof I have hereunto set my hand and official seal this 10th day of October, 1957.

/s/ Close Price

Notary Public

My Commission Expires
May 16, 1939

This instrument was filed and duly recorded on this the 11th day of October, 1957.

[Signature]
PLAT AND BILL OF ASSURANCE
LAKE SHORE SUBDIVISION AND REPLAT
OF TRACTS A, B, C AND LOT 2

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, we the undersigned a majority of owners, of the following described lands situated in the County of Cleburne and State of Arkansas, to wit:

Lake Shore Subdivision, Cleburne County, Arkansas, as shown by the plat attached hereto; and

WHEREAS, it is desirable that the property be subdivided into lots and tracts with streets for property owners use.

NOW, THEREFORE, WITNESSETH:

That we, the undersigned a majority of owners, have caused said tracts of land to be surveyed, and a plat thereof made which is hereto attached showing the subdivision and replat of said tracts of land into lots and tracts and streets, and we do hereby make this Bill of Assurance.

Lake Shore Subdivision and the original Lake Shore Subdivision, Cleburne County, Arkansas, are shown on the attached replat of Tracts A, B, C and Lot 2. The size of each designated as shown on said plat and replat, and any and every deed of conveyance of any lot and tract in the said subdivision described by number and lot as shown on said plat and replat, shall be held and deemed a sufficient description for the conveyance thereof.

And the owners hereby dedicate for use by property owners in this subdivision the streets, the strips of land shown on the plat attached hereto are subject to an easement which they reserve in said streets for the purpose of laying, constructing and maintaining sewer lines, gas lines, power and light lines and water mains.

All the lots described herein and any interest therein, shall be held and owned subject to and in conformity with the following restrictions and covenants which subject to being amended or canceled as provided hereinafter, shall be and remain in full force and effect for twenty years, to wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on an lot other than a single-family dwelling and a private garage and airplane hangar. Mobile homes, recreational vehicles, campers, etc. shall not be considered permanent residential dwellings, but may be used as a temporary residence during construction with approval of the Board of Directors.

2. No building shall be erected, placed or altered on a lot until the construction plans and specifications and a plot plan showing the location of the structures have been approved by the executive committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer than 5 feet to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in paragraph number (11) hereof.

3. No building, trees or other obstruction shall be placed or allowed to grow between the building set back lines (25') and airplane landing field.

4. No building shall be located on any lot nearer than 25 feet to the front lot line. No building shall be located on any lot nearer than 5 feet to an interior lot line. No dwelling shall be located below the 491 foot contour line.

5. No lot shall be subdivided without the consent of a majority of the property owners in writing. Any such subdivision of a lot approved by a majority of the property owners shall be recorded in a replat of the lot or lots involved.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. No noxious or offensive activity shall be carried on upon a lot, nor shall anything be done thereon
which may be or may become an annoyance or nuisance to the neighborhood.

8. No sign of any kind shall be displayed to the public view on any lot 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.

9. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Board of Health and the County Health Authority. Approval of such system as installed shall be obtained from such authority.

10. The Board of Directors shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

11. The Board of Director's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 30 days plans and specifications that have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof; approval will be waived and the related covenants shall be deemed to have been fully complied with.

12. The operating rules and regulation for the Lake Shore Property Owners shall be adopted by a majority of the property owners and modified as needed.

The 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

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

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

In order to give the strongest assurance and lasting perpetuation of all things herein contained, it is agreed that this Bill of Assurance be recorded in the office of the recorder of Decatur of Clay County, Arkansas.

WITNESS our hands and seals the 23rd day of June, 1999.

[Signatures]
STATE OF ARKANSAS
COUNTY OF Pulaski

On this date appeared before me, a Notary Public, duly commissioned, qualified and acting within the said County and State, appeared in person, lake Shore property owners, to me known, and acknowledged that they had no signed, executed and delivered said foregoing Plat, Plat and Bill of Assurance for the consideration used and purpose therein mentioned and set forth.

In testimony whereof I have hereunto set my hand and official seal this 22nd day of February, 1999.

My Commission Expires: 7-24-06

CERTIFICATE OF RECORD

INSTRUMENT PREPARED BY

My Commission Expires: 7-24-06

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KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned Norris T. Bond and Martha B. Bond, his wife, are the sole owners of the following described lands situated in the County of Cleburne and State of Arkansas, to wit:

The Southwest Quarter of the Northeast Quarter and the North thirty (30) acres of the Northeast Quarter of the Southeast Quarter and that part of the Northeast Quarter of the Northeast Quarter more particularly described as follows: Beginning at the Northwest Corner of the Southwest Quarter of the Northeast Quarter, Section 52, Thence North 30° 15' 5" feet, Thence South 30° 15' 5" feet, Thence West 436 feet to the point of beginning, Section Thirty-Two (32), Township Eleven (11) West in Cleburne County, Arkansas.

AND WHEREAS, it is desirable that the property be subdivided into lots and tracts with streets for property owners use.

NOW, THEREFORE, WITNESSES:

That we, Norris T. Bond and Martha B. Bond, hereinafter called the Owners, have caused said tract of land to be surveyed, and a plat thereof made which is hereto attached showing the subdivision of said tract of land into lots and tracts and streets, and we do hereby make this Bill of Assurance.

The Southwest Quarter of the Northeast Quarter and the North thirty (30) acres of the Northeast Quarter of the Southeast Quarter; and that part of the Northeast Quarter of the Northeast Quarter more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of the Northeast Quarter, Section 52, Thence North 30° 15' 5" feet, Thence South 30° 15' 5" feet, Thence West 436 feet to the point of beginning, Section Thirty-Two (32), Township Eleven (11) West in Cleburne County, Arkansas, shown on the plat attached hereto and made a part of this Instrument, and shall be known as Lots 1 to 25, both inclusive, and Tracts A, B, C, D, E, and F, Lake Shore Drive, L.L., and F., Lake Shore Subdivision, in Cleburne County, Arkansas, with the site of lot and tract in the said subdivision described by number and letter and as shown on said plat, and may and every deed of conveyance of any lot, shall be held and deemed a sufficient description for the conveyance thereof.

And the owners hereby dedicate for use by property owners in this subdivision as streets the strips of land shown on the plat attached hereto as Shore Drive and Chalk Drive, subject to an easement which they reserve in said streets for the light lines and water mains.

All the lots described herein and any interest therein, except Lots or Tracts following restrictions and covenants which subject to being amended or cancelled five years, to wit:

(1) No lot shall be used except for residential purposes.
(2) No building shall be erected, altered, placed, or permitted to remain on any lot other than a single-family dwelling and a private garage and airplane hangar.
(3) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the homes have been approved by the architectural control committees as to quality and appearance in regard to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.
(4) No building, tree or other obstruction shall be placed or allowed to grow between the building set back lines and airplane landing field.
(5) No building shall be located on any lot nearer than 25 feet to the front lot line. No building shall be located on any lot nearer than 5 feet to an interior lot line. No dwelling shall be located below the 6'0" foot contour line.
(6) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
(7) No notice or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
(8) No sign or any kind shall be displayed to the public view on any lot 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.

This instrument continued on page 320.
(9) No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Board of Health and the County Health Authority. Approval of such system as installed shall be obtained from such authority or the architectural control committee.

(10) The Architectural Control Committee composed of H.E. Bond, A.F. Crowell, and H.W. Easton. A majority of the committee shall designate a representative to act for it. In event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor who shall be a property holder at that time. Either the members of the committee, or its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owner of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or remove to it any of its powers and duties.

(11) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have fully complied with;

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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

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

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

In order to give the strongest assurance and lasting perpetuation of all things herein contained, it is agreed that this Bill of Assurance be recorded in the office of the Recorder of Deeds of Cleburne County, Arkansas.

I, Martha B. Bond, wife of said Morris T. Bond, for the consideration and purposes aforesaid, do hereby release and relinquish all my dower and homestead rights in and to said lands.

WITNESSES our hands and seals this 10 day of October, 1957.

/s/ Morris T. Bond
/s/ Martha B. Bond

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF ...

On this date appeared before me, a Notary Public, duly commissioned, qualified and acting within the said County and State, appeared in person, Morris T. Bond and Martha B. Bond, his wife, to me well known, and acknowledged that they had so signed, executed and delivered said foregoing Plat and Bill of Assurance for the consideration uses and purposes therein mentioned and set forth.

In testimony whereof I have hereunto set my hand and official seal this 10 day of October, 1957.

/s/ Clara Pike
Notary Public

My Commission Expires
May 16, 1959

This instrument was filed and duly recorded on this the 11th day of October, 1957.