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FILED FOR RECORD
At 9:16 O'Clock A M

SEP 15 2000

SUE HODGES
Clerk and Recorder
Benton County, ARK.

AMENDMENT
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
CAPE VICTORIA SUBDIVISION

00094146

The undersigned, being owners of a majority of all lots in Cape Victoria Subdivision, a subdivision in Benton County, Arkansas (the "Subdivision"), and as shown on the recorded plat of said Subdivision in Plat Record Book 19 at Page 125 of the records of Benton County, Arkansas, do hereby amend the declaration of Protective Covenants and Restrictions for Cape Victoria Subdivision previously recorded on the 24th day of May, 1994, as Instrument No. 94-036230, *et seq.*, by restating and substituting therefor the following:

KNOW ALL MEN BY THESE PRESENTS:

The undersigned hereby make and enter the following Protective Covenants and Restrictions with respect to the Subdivision; hereby make the following declaration as to limitations, restrictions and uses to which the lots constituting the 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 and Restrictions being designed for the purpose of keeping the Subdivision desirable, uniform, and suitable in architectural design and use as herein specified.

I

COVENANTS AND RESTRICTIONS

Section 1. All easements as shown on the recorded plat are hereby dedicated for the purposes indicated on said plat, including the construction, operation, and maintenance of public utilities, and are provided for the purpose of enabling such utilities, 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 2. An Architectural Review Committee (the "ARC") shall be formed to review plans and specifications for all proposed construction within the Subdivision. The ARC shall be comprised of such members as shall be designated by the Bylaws of the Association. Plans and specifications showing the nature, size, kind, shape, height, materials and locations of any proposed construction shall be submitted to the ARC for approval prior to commencement of construction. In the event the ARC fails to approve or disapprove the design and location as shown in the plans and specifications within thirty (30) 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 a house constructed on each, the requirement as contained in this section for prior approval of proposed construction shall thereafter apply to any proposed additions or modification that will alter the exterior design and appearance of any house. The ARC is authorized to adopt such rules, regulations and guidelines as it deems necessary and proper for carrying out the responsibilities and duties herein imposed upon it.

Return to
Arnold Nyman
8863 VENTRIS Rd
GARFIELD, AR 72732

17071

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Section 3. All houses shall have a minimum of 2,500 square feet heated living space of which at least 2,000 square feet shall comprise the living space foundation area. Each house shall have an enclosed garage to accommodate at least two (2) vehicles. There shall be no carports permitted. All driveways shall be gravel or hard surface and shall extend from the garage to the street.

Section 4. No building shall be located nearer than fifty (50) feet to a lot sideline or seventy-five (75) feet to the lot line at the street (fifty (50) feet from the easement line). The only exceptions are for small (up to 10' x 15') yard sheds which may be placed as close as twenty-five (25) feet from lot sidelines provided they are suitably screened from view.

Section 5. Each lot shall be used for single family residential purposes only. No manufactured or modular home shall be permitted on any lot.

Section 6. No lot shall be split or divided for the purpose of transfer of ownership.

Section 7. No structure of a temporary character or trailer, mobile home, recreational vehicle, basement, tent, shack, barn, garage or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except that a self-contained recreational vehicle belonging to a visitor of a Lot Owner may be occupied by such visitor for a period not to exceed an aggregate of two (2) months in a calendar year. A Lot Owner may occupy a self-contained recreational vehicle while the lot is being cleared and a house is being constructed on a the lot but not to exceed a total of one (1) year.

Section 8. All water and septic systems must be approved by the State Health Department or such other state or county agency as is given jurisdiction of such matters.

Section 9. In order that the aesthetic value of the subdivision may be retained, no excessive removal of living trees will be allowed without prior approval of the ARC. No clear cutting of any lot will be allowed.

Section 10. To the extent that exterior maintenance is not provided in a supplementary declaration, each Lot Owner shall keep all lots owned by him and all improvements therein or thereon in good order and repair and free of debris. Such maintenance shall include, but not be limited to, the seeding, watering and mowing of all lawns or maintenance of the grounds and shrubbery; the painting (or other appropriate external care) of all buildings and other improvements, in a manner and with such frequency as is consistent with good property management.

Section 11. No visible commercial or business activity of any kind or type shall be allowed on any lot.

Section 12. No vehicles, trailers, mobile homes, recreational vehicles or equipment shall be parked in the street.

Section 13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained

for any commercial purpose. No pets shall be allowed to run loose in the Subdivision. All dogs must be leashed when walked through the Subdivision.

Section 14. No hunting, trapping or other taking of wildlife, or discharging firearms shall be permitted on any lot or within the Subdivision, except for the protection of life or property.

Section 15. No junk, inoperative or dismantled vehicles, machinery, equipment or appliances shall be kept on any lot. No tree trimmings may be left on any lot without being piled up away from right-of-way to prevent accidental burns. The residue must be disposed of immediately unless a county burn ban is in effect; then, immediately after the burn ban is lifted. There will be no permanent trash receptacles allowed along the right-of-way in the Subdivision. Trash will only be put out for collection on the day scheduled for pickup. When pickup is not made when scheduled, all trash must be removed from sight until the next scheduled pickup date. No trash burning is permitted.

Section 16. 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.

Section 17. The exterior of any house that is built upon any lot shall be completely finished within one (1) year from the date of commencement of construction. Extenuating circumstances may be considered on an individual basis.

Section 18. No old, used or existing building or structure or any kind, or any part thereof, shall be moved onto or placed on any lot. All construction is to be of new material unless approved by the ARC. A detached structure(s) such as a storage building, detached garage, workshop (24 feet x 24 feet maximum size), etc. may be allowed subject to approval by the ARC. Such structure(s) must be in keeping with the character of the houses in the Subdivision and must be appropriately screened so that they are not offensive. Such structure(s) shall not precede the construction of the primary house.

Section 19. No building material of any kind or character shall be placed or stored upon any lot in the Subdivision until the Lot Owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored on the street or right-of-way of the street. Upon completion of the improvements requiring such materials, all remaining materials shall be removed from the Subdivision.

Section 20. No commercial or advertising signs, either permanent or temporary, shall be placed or erected on any lot, except that a sign of no more than five (5) square feet in size may be permitted upon a lot to advertise the same for sale. Security, address or other signs incidental to lot ownership will be permitted.

Section 21. Fencing of front yards is prohibited, except that decorative wood or stone fencing of a maximum height of three (3) feet may be constructed upon approval by the ARC. Rear yard fences must be of a decorative wood design or chain link fence. Other forms of fencing must be approved by the ARC. Dog pens, properly screened by walls, fences or plantings, may be constructed and maintained in the rear yard portion of any lot. Fences may be placed on utility easements. However, Lot Owner shall bear all costs in the event of removal for utility construction.

Section 22. Utility trailers, propane tanks, machinery, equipment and recreational equipment and vehicles may be parked in the back yard so long as same are screened by proper fencing or other shrubs so as to reasonably screen the sight of same from neighbors. Parking of commercial vehicles will not be permitted.

Section 23. Access to Beaver Lake and the community docks shall be by means of the fifty (50) foot easement shown on the plat lying along the lot line between Lots 2 and 3. Only Lot Owners are permitted to own slips on one of the community docks. Attachment of slips to the community docks shall be permitted only upon approval of a majority of the dock owners and compliance with the regulations of the Corps of Engineers. The community docks are the private property of the owners of the docks and are not a part of the Common Property held by the Association. Owners of slips on the community docks are subject to the rules and by-laws of the Dock Owners Associations. No one but dock owners are permitted to moor boats or otherwise use the community docks.

Section 24. The Cape Victoria community dock owners are authorized to establish and enforce rules and regulations for access, construction, operation and maintenance of the community docks.

Section 25. The following exceptions shall apply to Lot 21:

a) Buildings (houses and outbuildings) existing as of December 31, 1999, shall be grandfathered. Any additions or modifications to such building must comply with these Covenants and Restrictions.

b) Said lot may be split into two (2) lots of roughly equal size. The new lot created by the split shall immediately become subject to the Covenants and Restrictions without exception or exemption.

c) Said lot shall be exempt from assessments for a period of five (5) fiscal years commencing with the fiscal year beginning October 1, 1999, or until sold, whichever first occurs. The exemption shall not apply to the new lot created as a result of a split of said lot as provided in paragraph b) of this Section 25.

Section 26. These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until February 18, 2019, at which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years. 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. No amendment of these Covenants and Restrictions shall be valid if the effect of such amendment shall be to impair or prejudice the rights and priorities of any mortgage or security interest without the written approval of all such mortgage or security holders of record, this being a covenant for the benefit of such mortgage or security holders and enforceable thereby.

Section 27. Enforcement may be had by any Lot Owner or by the Association and may be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these Covenants and Restrictions. Violators shall be subject either to restraint or to an action for damages, or both, as may be provided by law. Any Lot Owner found in violation of these Covenants and Restrictions by a court shall be responsible for attorney's fees incurred by a Lot Owner or the Association because of such violation.

Section 28. Buildings (houses and outbuildings) and improvements situated and existing on October 1, 1999, which are not in compliance with these amended Protective Covenants and Restrictions

shall be exempt from enforcement to the extent of any such non-compliance. Any changes, additions or modifications to such non-conforming buildings and improvements must comply with these Protective Covenants and Restrictions.

Section 29. Invalidation of any one of these Covenants 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.

II

PROPERTY OWNERS ASSOCIATION

It is deemed desirable for the efficient preservation of the values of interests in the Subdivision to create an association to which should be delegated and assigned powers of (i) maintaining the streets, utilities and lake access easements, the entrance signs and fixtures and any other common property which might be deeded to the Association in the future, (ii) administering and enforcing the Covenants and Restrictions contained in this declaration, and (iii) establishing, collecting and disbursing the assessments and charges hereinafter created, and for this purpose hereby create and establish under the laws of the State of Arkansas, **Cape Victoria Property Owners Association** (herein referred to as the "Association"), for the purpose of exercising the functions described herein.

ARTICLE I

DEFINITIONS

In addition to the definitions herein above set forth, the following words or phrases when used in this declaration (except when the context otherwise requires) shall have the following definitions.

Section 1. "Assessment" 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.

Section 2. "Association" shall mean and refer to the Cape Victoria Property Owners Association, or its successors or assigns, which entity shall consist of all the Lot Owners of lots in the Subdivision.

Section 3. "Bylaws" shall mean and refer to the duly adopted Bylaws of the Association as the same may from time to time be amended.

Section 4. "Common Property" shall mean and refer to the entire Subdivision except for the lots. The Common Property is intended to be devoted to the common use and enjoyment of the Lot Owners within the Subdivision.

Section 5. "Lot Owner" shall mean and refer to any person, firm, corporation, or other association which owns a lot in the Subdivision, but shall not include any person, firm, corporation or other association having such interest merely as security for the performance of an obligation.

Section 6. "Association Property" shall mean (i) all tangible and intangible personal property acquired by the Association in connection with development of the Subdivision and transferred to the

Association, (ii) the Common Property transferred to the Association by Developer, and (iii) any real or personal property which shall hereafter be acquired, owned, held or controlled by the Association for the use, benefit, and enjoyment of the Lot Owners as a whole, and any replacements, substitutions or additions thereto. No Lot Owner shall have any proprietary interest in Association property.

Section 7. "Subdivision" shall mean the Cape Victoria Subdivision.

Section 8. "Person" means any individual, corporation, partnership, association or other legal entity.

ARTICLE II

ASSOCIATION

Section 1. Membership in Association. Each Lot Owner shall automatically become a member of the Association and shall remain a member thereof until he 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.

Section 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.

Section 3. Voting Rights. Each member shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot, nor shall there be any split votes among multiple owners of a single lot.

The voting rights of members shall be subject to the restrictions, conditions and limitations provided in this declaration and in the Articles of Incorporation and Bylaws of the Association.

Section 4. Board of Directors. The Board of Directors shall consist of five (5) persons. The initial Board of Directors shall be named in the Articles of Incorporation.

Section 5. Bylaws. The Association shall be governed by a set of Bylaws which have been made and adopted by the Board of Directors and which are incorporated herein by reference as if set out herein word for word.

ARTICLE III

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner of any lot, by acceptance of a deed therefor, whether or not expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay all assessments duly fixed by the Association. Such assessments may be fixed, established and collected from time to time as hereinafter provided. The assessments, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees as hereinafter provided, shall be a charge on the lot and shall constitute a continuing lien on the lot against which each assessment is made. Each assessment, together with interest thereon and costs of collection thereof,

including reasonable attorneys' fees as hereinafter provided, shall also be the personal obligation of the person who was the Lot Owner at the time the assessment was made. The personal obligation for delinquent assessments shall not pass to a Lot Owner's successor in title unless expressly assumed by such successor in title; however, the lien herein created against the lot for delinquent assessments shall continue against the lot, notwithstanding transfer of title to the lot. The personal obligation for delinquent assessments shall be joint and several for multi-owners of a single lot.

Section 2. Purpose of Assessments. Assessments shall be used exclusively for the operations of the Association, the improvement and maintenance of common properties, the streets, utilities and lake access easements, the entrance signs and fixtures, the Dock and other property of the Association; the payment of taxes and levies on the common property, if any; and the payment of insurance obtained by the Association on the Association's property and liability insurance for the Association's operations.

Section 3. Amount of Annual Assessments. The initial annual assessment shall be \$200.00 per lot. From and after October 1, 2000, the annual assessments may be increased in accordance with the procedures outlined in Section 4 of this Article.

Section 4. Change in Amount of Annual Assessments. From and after October 1, 2000, the membership of the Association may change the amount of the annual assessment. Any such change shall require the consent of a simple majority of the votes cast by members who are present and voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. In the event the members of the Association elect to not increase the annual assessment in any year, the annual assessment for that year shall remain at the amount prevailing for the previous year.

Section 5. Special Assessments. The membership of the Association may establish special assessments as deemed necessary for the welfare of the Association and the purposes for which it exists. The establishment of such special assessments shall require the consent of a simple majority of the votes cast by members who are present and voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Uniform Rate of Assessment. Annual and special assessments shall be paid at a uniform rate by each lot, so that each Lot Owner pays an equal assessment regardless of the size of his lot. Annual assessments shall be paid without regard to the extent of use or non-use of the Common Property, and such assessments shall be collected on an annual basis. Special assessments shall be collected at the time as determined by the Board of Directors of the Association, and shall also be divided equally among the Lot Owners, except that 1) for any damage or destruction due to negligence, intentional or malicious act or omission of any Lot Owner, any member of his family, guests, tenants, agents, licensees, or employees, and 2) all costs incurred by the Association to make corrections, repairs or restoration pursuant to the authority contained in Section 10 of Article I only such Lot Owner shall be assessed for such costs. In the event of such occurrence, such special assessment shall thereafter be due as a separate debt of such Lot Owner and payable in full to the Association within thirty (30) days following the mailing of such notice from the Board of Directors of the Association.

Section 7. Required Quorum for Levying Special Assessments for Capital Improvements and for Changing Amount of Annual Assessment. At any meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of members, in person or by proxy, entitled to cast fifty-one percent (51%) of the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5, and the

required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Due dates of Annual Assessments. Annual assessments shall be due and payable on the first day of October each year. The due date of any special assessment established pursuant to Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Assessment Duties of the Membership. The membership of the Association shall establish the amount of the annual assessment at least thirty (30) days prior to October 1, annually. The Board of Directors of the Association shall cause records to be kept of the due dates and payments made by each Lot Owner within the Subdivision, and such records shall be kept at the office of the Association and shall be open to inspection to any Lot Owner. Written notice of all assessments established by the membership of the Association shall be sent to each Lot Owner. The Association shall, upon request, furnish to any Lot Owner liable for an annual or special assessments a certificate in writing signed by a duly-authorized officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment; the Personal Obligation of the Lot Owner; the Lien; Remedies of the Association. If the assessments are not paid on the dates specified in accordance with Sections 6 and 8 above, then such assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the lot which shall bind such lot in the hands of the then Lot Owner, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then-Lot Owner to pay such assessment, however, shall remain his or her personal obligation for the statutory period and shall not pass to his or her successors in title unless expressly assumed by them. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the due date at the maximum rate of interest allowed by law, and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or to foreclose the lien against the lot, and there shall be added to the amount of such assessment a reasonable attorneys' fee to be fixed by the Court, together with the costs of such action. No Lot Owner may exempt himself from liability for assessments provided herein by (i) his non-use of the Common Property and appurtenances or his membership privileges, (ii) his waiver of the use of the Common Property, or (iii) by abandonment of Owner's lot.

Section 11. Further Remedies. Should a Lot Owner become delinquent in the payment of any assessment or personal charge or violate any other provision of this declaration, the Association's Articles of Incorporation, Bylaws or rules and regulations, or the management agreement, if any, the Association may deny such Lot Owner and any authorized occupant under him the use and enjoyment of membership privileges until such time as any such delinquent assessments or personal charges and any interest due thereon are paid and any such violation cease and any penalties therefor satisfied.

Section 12. Penalty Suspension. The Association shall further have the right, in its sole discretion, to impose, as a penalty, suspension of membership privileges for any such violation for a period not to exceed thirty (30) days or until said violations cease, whichever is longer. A Lot Owner shall be given notice and such opportunity as is reasonable under the circumstances to refute or explain in person or in writing the charges levied against him by the Association before any decision of the Association is made to impose any such suspension of membership privileges.

Section 13. General. Any suspension of membership privileges under these provisions cannot be used as a basis for any reduction of assessments or other charges payable by such Lot Owner.

Section 14. Subordination to the Lien of Mortgages. The lien of the assessments provided for herein shall be subject and subordinate to the rights of any mortgagee of any recorded first mortgage or second mortgage upon any lot made in good faith and for value.

EXECUTED this 10th of September, 2000.

CAPE VICTORIA SUBDIVISION

DECLARATION OF CONSENT

Attached and a part of this document are signed and notarized "declarations of consent" representing eighteen of the twenty-one lots in this sub-division constituting an 86% majority. Those forms were executed by the persons named below.

LOT #	Declaration of Consent made by:
1 & 21	Rex Fox, Director and Carolyn Fox Director Freedom Church of Revelation/I.A.M.C. ect.
2	Robert W. and Sylvia M Davenport, Husband & Wife
3	Cherry L. Blevins, a single person
4	Willard H. and Marguerite Howard, husband & Wife
5	Don and Sharon Viers, Husband & Wife
6	Thomas N. and Suzanne K. Middleton, Husband & Wife
7	Randall D. and Linda S. Bowling, Husband & Wife
9	Louis E. and Carol A. Ternik, Husband & Wife
10	Arnold S. and Carol S. Nyman, Co-Trustees The Arnold S. Nyman Self Declaration of Trust, ect.
11	Peter and Candy Auler, Husband & Wife
12 & 13	Gerald O. Cowan
14	Darrel W. and Cheryl D. Schoolfield, Husband & Wife
15	David M. and Nancy M. Felker, Husband & Wife
17	Douglas W. and Margaret W. Ditzel, Husband & Wife
18	Ronald C. and Marilyn A. Kennedy, Husband & Wife
19	William L. and Darlene L King

00094155

DECLARATION OF CONSENT

The undersigned hereby declares and certifies:

That I am the record owner of Lot(s) one & twenty one & 21 in Cape Victoria Subdivision located in Benton County, Arkansas.

That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 30th day of June, 2000.

Dated this 10th day of September, 2000.

Rex Fox director
Rex Fox, Director

Carolyn J. Fox director
Carolyn J. Fox, Director

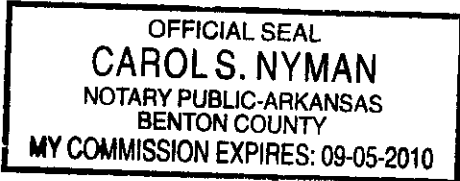
Freedom Church of Revelation/I.A.M.C
0530 of the Carre the Cross Ministries

STATE OF Arkansas)
COUNTY OF Benton)ss.

SUBSCRIBED and sworn to before me this 10th day of September, 2000.

Carol S. Nyman
Notary Public

My Commission Expires:
09-05-2010



DECLARATION OF CONSENT

00094156

The undersigned hereby declares and certifies:

That I am the record owner of Lot(s) two (2) in Cape Victoria Subdivision located in Benton County, Arkansas.

That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 30th day of June, 2000.

Dated this 10th day of September, 2000.

Robert W. Davenport

Sylvia M. Davenport
husband and wife

STATE OF Arkansas)
COUNTY OF Benton) ss.

SUBSCRIBED and sworn to before me this 10th day of September, 2000.

Notary Public

My Commission Expires:
09-05-2010

OFFICIAL SEAL
CAROL S. NYMAN
NOTARY PUBLIC-ARKANSAS
BENTON COUNTY
MY COMMISSION EXPIRES: 09-05-2010

DECLARATION OF CONSENT

00094157

The undersigned hereby declares and certifies:

That I am the record owner of Lot(s) three (3) in Cape Victoria Subdivision located in Benton County, Arkansas.

That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 30th day of June, 2000.

Dated this 22 day of Aug., 2000.

Cherry L. Blevins
Cherry L. Blevins
a single person

STATE OF OKLAHOMA)
COUNTY OF COMANCHE) ss.

SUBSCRIBED and sworn to before me this 22 day of Aug., 2000.

[Signature]
Notary Public

My Commission Expires:

9-17-04

DECLARATION OF CONSENT

00094158

The undersigned hereby declares and certifies:

That I am the record owner of Lot(s) four (4) in Cape Victoria Subdivision located in Benton County, Arkansas.

That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 30th day of June, 2000.

Dated this 18th day of July, 2000.

[Signature]
Willard H. Howard

[Signature]
Marguerite Howard
husband and wife

STATE OF Arkansas)
)ss.
COUNTY OF Benton)

SUBSCRIBED and sworn to before me this 18th day of July, 2000.

[Signature]
Notary Public

My Commission Expires:
August 1, 2005

LINDA K. SYFERT
NOTARY PUBLIC - STATE OF ARKANSAS
BENTON COUNTY

Viers

DECLARATION OF CONSENT

00094159

The undersigned hereby declares and certifies:

That I am the record owner of Lot(s) five (5) in Cape Victoria Subdivision located in Benton County, Arkansas.

That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 30th day of June, 2000.

Dated this 11 day of August, 2000.

[Signature]
Don Viers

[Signature]
Sharon Viers

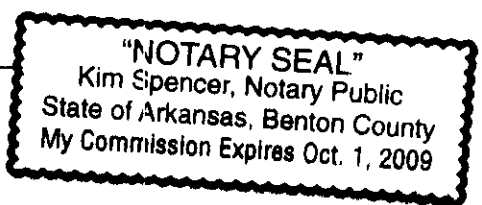
husband and wife

STATE OF ARKANSAS)
)ss.
COUNTY OF BENTON)

SUBSCRIBED and sworn to before me this 11 day of August, 2000.

[Signature]
Notary Public

My Commission Expires:
10-1-09



Middleton

DECLARATION OF CONSENT

00094160

The undersigned hereby declares and certifies:

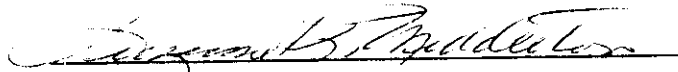
That I am the record owner of Lot(s) six (6) in Cape Victoria Subdivision located in Benton County, Arkansas.

That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 30th day of June, 2000.

Dated this 27th day of July, 2000.



Thomas N. Middleton

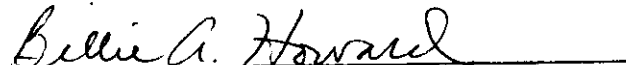


Suzanne K. Middleton

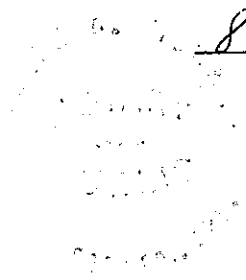
husband and wife

STATE OF ARKANSAS)
)ss.
COUNTY OF SEBASTIAN)

SUBSCRIBED and sworn to before me this 27th day of July, 2000.


Notary Public

My Commission Expires:
8-15-00



DECLARATION OF CONSENT

00094161

The undersigned hereby declares and certifies:

That I am the record owner of Lot(s) seven (7) in Cape Victoria Subdivision located in Benton County, Arkansas.

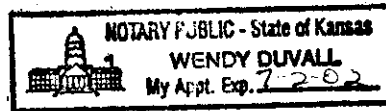
That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 30th day of June, 2000.

Dated this 23 day of August, 2000.

Randall D. Bowling
Randall D. Bowling

Linda S. Bowling
Linda S. Bowling
husband and wife

STATE OF KS)
)ss.
COUNTY OF Ft.)



SUBSCRIBED and sworn to before me this 23 day of August, 2000.

Wendy Duvall
Notary Public

My Commission Expires:

7-2-02

DECLARATION OF CONSENT

00094163

The undersigned hereby declares and certifies:

That I am the record owner of Lot(s) ten (10) in Cape Victoria Subdivision located in Benton County, Arkansas.

That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 30th day of June, 2000.

Dated this 2nd day of August, 2000.

Arnold S. Nyman Co-Trustee
Arnold S. Nyman, Co-Trustee

Carol S. Nyman co-trustee
Carol S. Nyman, Co-Trustee

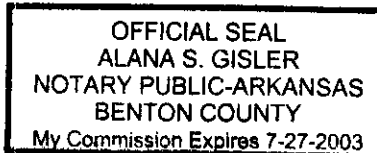
The Arnold S. Nyman Self-Declaration of Trust Dated April 26, 1989

STATE OF Arkansas)
)ss.
COUNTY OF Benton)

SUBSCRIBED and sworn to before me this 2nd day of August, 2000.

Alana S. Gisl
Notary Public

My Commission Expires:
7-27-2003



DECLARATION OF CONSENT

00094165

The undersigned hereby declares and certifies:

That I am the record owner of Lot(s) ^{twelve & thirteen} 12 & 13 in Cape Victoria Subdivision located in Benton County, Arkansas.

That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 30th day of June, 2000.

Dated this 24th day of July, 2000.

Gerald O. Cowan
Gerald O. Cowan

STATE OF California)
COUNTY OF Santa Barbara) ss.

SUBSCRIBED and sworn to before me this 24th day of July, 2000.

Kate Garcia
Notary Public

My Commission Expires:
June 12, 2004



DECLARATION OF CONSENT

00094166

The undersigned hereby declares and certifies:

That I am the record owner of Lot(s) fourteen (14) in Cape Victoria Subdivision located in Benton County, Arkansas.

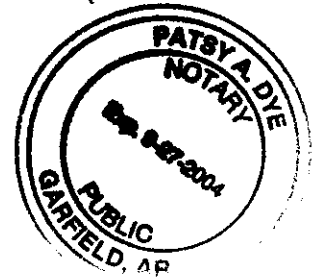
That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 30th day of June, 2000.

Dated this 26th day of Aug, 2000.

Darrel W. Schoolfield
Darrel W. Schoolfield

Cheryl D. Schoolfield
Cheryl D. Schoolfield
husband & wife

STATE OF AR)
) ss.
COUNTY OF Benton)



SUBSCRIBED and sworn to before me this 26 day of August, 2000.

Patsy A. Dye
Notary Public

My Commission Expires:

9-27-2004

DECLARATION OF CONSENT

00094167

The undersigned hereby declares and certifies:

That I am the record owner of Lot(s) fifteen (15) in Cape Victoria Subdivision located in Benton County, Arkansas.

That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 30th day of June, 2000.

Dated this 31st day of August, 2000.

[Signature]
David M. Felker

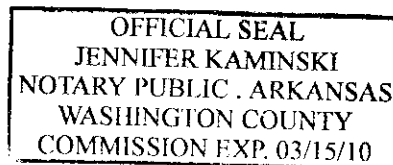
[Signature]
Nancy M. Felker
husband and wife

STATE OF Arkansas)
COUNTY OF Washington) ss.

SUBSCRIBED and sworn to before me this 31st day of August, 2000.

[Signature]
Notary Public

My Commission Expires:
3/15/2010



DECLARATION OF CONSENT

00094168

The undersigned hereby declares and certifies:

That I am the record owner of Lot(s) ^{seventeen} (17) in Cape Victoria Subdivision located in Benton County, Arkansas.

That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 30th day of June, 2000.

Dated this 28th day of August, 2000.

Douglas W. Ditzel
Douglas W. Ditzel

Margaret W. Ditzel
Margaret W. Ditzel

husband and wife

STATE OF OHIO)
COUNTY OF ALLEN) ss.

SUBSCRIBED and sworn to before me this 28th day of August, 2000.

Mary Ann Smith
Notary Public

My Commission Expires:

August 13, 2005



MARY ANN SMITH
Notary Public, State of Ohio
My Commission Expires
Aug. 13, 2005

DECLARATION OF CONSENT

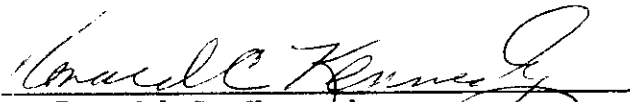
00094169

The undersigned hereby declares and certifies:


That I am the record owner of Lot(s) ^{eighteen} (18) in Cape Victoria Subdivision located in Benton County, Arkansas.

That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 30th day of June, 2000.

Dated this 11th day of July, 2000.



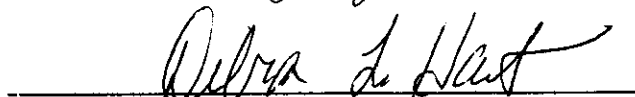
Ronald C. Kennedy



Marilyn A. Kennedy

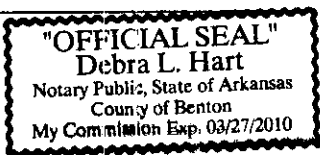
STATE OF Arkansas)
)
COUNTY OF Benton) ss.

SUBSCRIBED and sworn to before me this 11th day of July, 2000.



Notary Public

My Commission Expires:



Bill King

DECLARATION OF CONSENT

00094170

The undersigned hereby declares and certifies:

That I am the record owner of Lot(s) 19 in Cape Victoria Subdivision located in Benton County, Arkansas.

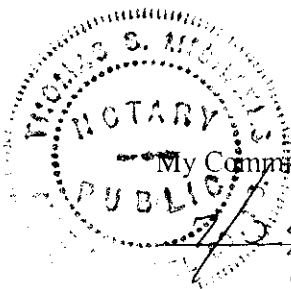
That I have been provided a copy of proposed amendments to the recorded protective covenants and restrictions for the subdivision, and I hereby agree and consent to the modifications as set out in the Amendment of Protective Covenants and Restrictions for Cape Victoria Subdivision dated the 31 day of July, 2000.

Dated this 31 day of July, 2000.

William L King
Darlene L King

STATE OF Mississippi)
COUNTY OF Co. Hancock) ss.

SUBSCRIBED and sworn to before me this 31st day of July, 2000.



Thomas S. Michaels
Notary Public