


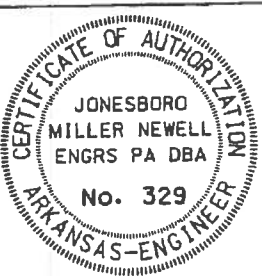
A part of the Northwest Quarter of Section 23, Township 13 North, Range 6 West, Independence County, Arkansas more particularly described as follows:
 From the Northwest corner of said Section 23,
 run S 01°59'40" W a distance of 999.00 ft. to the POINT OF BEGINNING;
 thence S 88°00'20" E a distance of 323.41 ft. to a point;
 thence S 09°01'20" W a distance of 111.27 ft. to a point;
 thence S 11°40'08" W a distance of 130.11 ft. to a point on the Northerly
 right of way line of a proposed street;
 thence along said right of way line, run along a curve to the right, said curve
 having a radius of 225.00 ft., a arc of 85.17 ft., a chord length of 85.17 ft. and a
 chord bearing of N 81°20'22" E to a point; thence along said right of way line,
 run along a curve to the left, said curve having a radius of 25.00 ft., an arc of
 35.81 ft., a chord length of 32.83 ft. and a chord bearing of N 51°10'34" E to
 a point on the Westerly right of way line of Aberdeen Drive; thence run along said
 right of way line along a curve to the left, said curve having a radius of 380.00 ft.,
 an arc of 94.08 ft., a chord length of 93.84 ft. and a chord bearing of
 S 03°02'52" W to a point;
 thence leaving said Aberdeen Drive right of way line, run along the Southerly
 right of way line of a proposed road and a curve to the left, said curve having
 a radius of 25.00 ft., an arc of 36.76 ft., a chord length of 33.54 ft. and a chord
 bearing of N 46°10'00" W to a point;
 then run along said Southerly right of way line along a curve to the left, said curve
 having a radius of 175.00 ft., an arc of 80.96 ft., a chord length of 80.24 ft. and a
 chord bearing of S 78°27'30" W to a point;
 thence leaving said Southerly right of way line;
 run S 03°00'23" E a distance of 405.21 ft. to a point;
 thence S 04°39'23" E a distance of 189.92 ft. to a point;
 then N 71°23'49" W a distance of 364.28 ft. to a point;
 then N 01°59'40" E a distance of 779.90 ft. to the POINT OF BEGINNING.
 containing 6.08 acres.

2007 4101
 Deed Book & Page
 Independence County, AR
 I certify this instrument was filed
 07-11-2007 01:45:06 PM
 and recorded in Deed Book
 2007 at pages 4101 - 4101
 Claudia Nobles Circuit Clerk

By Carol Shirley

PHASE II RECORD PLAT **THE WOODLANDS** **AT** **EAGLE MOUNTAIN** **BATESVILLE, ARKANSAS**

BE THE PROPERTY OF
 INTENDED FOR THE SOLE
 SURVEYOR & CLIENT.
 USED USING A PENTAX PCS-25
 LENS OF 1" IN 21,000',
 1" = 00°00'01" PER ANGLE, AND WAS
 OF THE EXTERIOR BOUNDARY IS
 1,000'.
 FOR THIS SURVEY INCLUDES
 ADDED.
 BAR, UNLESS NOTED OTHERWISE.
 OWNER: MR. KEVIN SPILLERS
 211 SOUTH BRUNER STREET
 HINSDALE, IL 60521
 (630) 880-9537
 SON MEADE
 DING LANE
 LITTLE, AR 72501-1903
 307-4770
 IT DOES NOT LIE WITHIN
 1 PER FLOOD INSURANCE RATE
 LITTLE, INDEPENDENCE CO., ARK..
 00091 0005 B. DATED 08/16/82.

 HAMMAN NEWELL ENGINEERING		ENGINEERS SURVEYORS PLANNERS		203 Southwest Dr. Jonesboro, Arkansas 72401 Telephone: (870) 932-7880	
		PHASE II RECORD PLAT THE WOODLANDS AT EAGLE MOUNTAIN FOR KEVIN SPILLERS BATESVILLE, ARKANSAS			
		Date 04-30-07	Scale 1" = 50'	Job No. 105040	Sheet No. 2 of 12
Section 23	Township T13N	Range R6W	County INDEPENDENCE		
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE VALID HNE COPIES					
Drwg File #: C:\PROJ\105040\105040.06N		Print Date:			
© 2006, Hamman Newell Engineering		Drawn By: RB & TH		Index #: DF3A-0535	

SUPPLEMENTAL BILL OF ASSURANCE OF
PHASE 2 OF THE WOODLANDS AT EAGLE MOUNTAIN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Spillers Property Investments, LLC ("Grantor") own that certain real property lying in Independence County, Arkansas (the "County"), more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Subdivision Property"); and

WHEREAS, the Subdivision property is part of a larger tract of real property known as Eagle Mountain Subdivision which has a general plan of development that requires that it be subdivided and held, owned, conveyed, leased, used, improved and developed subject to the protective covenants, conditions and restrictions herein after provided and as provided in that certain Master Bill of Assurance executed and duly filed with the Circuit Clerk and Ex-Officio Recorder of the County on August 8th, 1986 at Q-13, page 295 (the "Master Bill of Assurance") (unless otherwise specifically defined herein, all defined terms used or referred to herein shall have the meaning assigned thereto in the A Master Bill of Assurance); and

WHEREAS, the Master Bill of Assurance provides that the covenants thereof shall not be imposed upon or binding on any portion of the Property or any Owners or Residents thereof unless and until such portion is thereafter subjected thereto by a Supplemental Bill of Assurance and Plat thereof or other appropriate instrument in the manner therein provided; and

WHEREAS, Grantor has caused the planner to survey and subdivide the subdivision property into those Lots, Streets, Easements and Community Facilities, if any, as are more particularly shown on that certain plat thereof prepared by planner, dated July 11th, 2007, executed by Grantor and Planner, bearing a certificate of approval by the Batesville Planning Commission and recorded July 11, 2007, in Deed record book 2007, Page 4101 of the records of the Recorder of the County, said Plat being fully incorporated herein by reference (as now or hereafter amended, the "Plat"); and

WHEREAS, Grantor desires and intends that the Subdivision Property shall be subdivided in accordance with the Plat and hereafter held, owned, conveyed, leased, used, improved and developed subject to the covenants herein and in the Master Bill of Assurance in order to enhance and protect the value of the Subdivision Property;

NOW, THEREFORE, in consideration of the premises, the enhanced value of the Subdivision Property and other benefits to accrue to Grantor its successors and assigns, which consideration Grantor acknowledges to be of good and sufficient value, Grantor does hereby make, execute and deliver this Supplemental Bill of Assurance as follows:



L201103087

INDEPENDENCE CO, AR FEE \$45.00

PRESENTED: 05-05-2011 10:48:03 AM

RECORDED: 05-05-2011

DEBORAH FINLEY

CIRCUIT CLERK

BY ROBERTA MCGUFFEY

DEPUTY CLERK

BK: DEED 2011

PG: 2197-2203

1. SUBDIVISION PROPERTY AND RESIDENTS SUBJECT TO MASTER BILL OF ASSURANCE. The Master Bill of Assurance and the covenants thereof are to the extent not otherwise inconsistent herewith hereby incorporated herein by reference and are hereby imposed upon the Subdivision Property and all Owners and Residents thereof, and the Subdivision Property shall hereafter be held, owned, conveyed, leased, used, improved and developed subject thereto and subject to any other additional Covenants hereinafter provided. In the event of any inconsistency between the Master Bill of Assurance and this Supplemental Bill of Assurance, the Covenants herein shall control.
2. DEDICATION AND GRANT; LOT DESCRIPTIONS. Grantor does hereby Layoff, plat and subdivide the Subdivision Property into a Subdivision for the use and benefit of the public and all present and future owners and residents thereof, and it shall be hereafter forever known as "Phase 2 of The Woodlands at Eagle Mountain Addition to the City of Batesville, Independence County., Arkansas." By the recordation of the plat and this Supplemental Bill Of Assurance with the recorder, and subject to the Covenants and to all applicable governmental laws, rules and regulations, Grantor does further hereby and forever donate, dedicate and deliver the easements for drainage purposes and for access, ingress and egress on, over and across the streets to and for the use and benefit of the public and all present and future Owners and Residents, and the easements for drainage purposes and for the installation, operation, maintenance, repair and replacement of utilities on, over, across, under and above those portions of the Subdivision so designated on the plat to and for the use and benefit of every utility company. The Easements for utilities shall also include the right of reasonable access, ingress and egress thereto and therefrom on, over and across the Subdivision for the installation, maintenance repair and replacement of the utilities. Any portion of the Subdivision Property designated by the plat as Community facility shall be conveyed by Grantor to the Association by special warranty deed, subject to the covenants. Hereafter, every lot of the subdivision shall have the bounds and dimensions thereof designated on the plat and any conveyance, encumbrance or description of any such lot by the tract, parcel or lot number thereof also designated on the plat followed by the words "of Phase 2 of The Woodlands at Eagle Mountain Addition to the City of Batesville, Independence County, Arkansas," shall always be a proper and sufficient legal description thereof
3. PHASE 2 LOT DESCRIPTION Phase 2 of Subdivision Property shall be defined as Lots 8 through 22, inclusive, of the property known here as The Woodlands at Eagle Mountain.

4. MINIMUM RESIDENCE SIZES. No residence to be built in Phase 2 of Subdivision Property shall under any circumstance contain less than 1,700 square feet of finished heated and air conditioned floor space used for living, cooking, dining, sleeping and storage areas. No two-story residence shall have a main floor of less than 1,200 square feet of finished heated and air conditioned floor space used for living, cooking, dining, sleeping and storage areas.
5. SPECIFICATIONS All houses shall be covered in brick, stucco, stone, fiber cement siding, wood clapboards or wood shingles on the front and sides of residence except gables and fascia. Vinyl or aluminum siding is only permitted on the gables, fascia and back side of house, which is defined as that side of the house not visible from the street.
6. ROOFING All houses shall have a roof with a minimum 6/12 pitch and be covered with a minimum of architectural shingles.
7. COVENANTS PERTAINING TO THE SUPPLEMENTAL BILL OF ASSURANCE IN GENERAL This Supplemental Bill of Assurance and all Covenants herein shall at all times be subject to and in compliance with the following Covenants:
 - (a) Headings The Headings of the sections, paragraphs and subdivisions of this Supplemental Bill of Assurance are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof
 - (b) Governing Law The laws of the state of Arkansas and the United States, if applicable, shall govern the validity, enforceability, and construction of this Supplemental Bill of Assurance.
 - (c) Effect of Partial Invalidity If performance of any covenant hereof or any transaction related hereto is prohibited or limited by law, then the obligation to be performed shall be omitted or reduced accordingly and if any Covenant herein contained operates, or would prospectively operate, to invalidate this Supplemental Bill of Assurances, then the invalid part of said Covenant only shall be held for naught as though not contained herein, and the remainder of this Supplemental Bill of Assurance shall remain operative and in full force and effect.

- (d) No Waivers. No delay or omission on the part of Grantor or any Owner or Resident in exercising any rights, duties, power, authority or remedies herein provided, in the event of any breach of any of the Covenants shall be construed as a waiver or estoppel thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Grantor or any Owner or Resident because of the failure to bring any action on account of any such breach.
- (e) No Action For Void Covenants. No action shall accrue or be brought or maintained by anyone against Grantor or any Owner or Resident because or arising out of the fact that any of the Covenants may be void or unenforceable for any reason.
- (f) Notices. Unless otherwise provided herein, all notices required to be sent to any party shall be in writing and sent by Registered or Certified Mail addressed to the addressee at their last known address and requiring a return receipt signed by the addressee or their agent.
- (g) Amendments. Any and all of the Covenants herein may be amended, modified, changed or cancelled in whole or in part by a written instrument duly executed, acknowledged and recorded by the then Owners of at least two-thirds (66 2/3%) of the Lots and Residential Units. Any such written instrument shall, if required by law, be approved by the Batesville Planning Commission, and it shall be binding from and after the date it is duly filed with the Recorder.
- (h) Attorney's Fees, Costs, Etc. Should Grantor or any Resident or Owner employ counselor incur costs and expenses to enforce any of the Covenants by reason of a breach thereof, the person in breach or default thereof shall be obligated to pay to Grantor or the Resident or the Owner enforcing the same all such costs and expenses thereby incurred, including reasonable attorney's fees.
- (i) Mortgagees Bound. The Covenants or the breach of any of the Covenants shall not defeat, impair or render invalid or unenforceable the lien of any mortgage, deed of trust or other encumbrance made in good faith for value as to any Lot or portion thereof, but rather the Covenants shall be binding upon and effective against the mortgagee, trustee, purchaser or owner thereof whose title thereto, or whose Grantor's title is, or was, acquired by foreclosure, trustee's sale, power of sale or otherwise.

(j) Rule Against Perpetuities In the event any of the covenants are declared void or unenforceable by any court of competent jurisdiction by reason of the period of time herein provided for which the same shall be effective, then such period of time shall be reduced to a period which shall not violate the rule against perpetuities under the laws of the State of Arkansas, and except for the reduction of time period the covenants shall be and remain unaffected, unimpaired and in full force and effect.

(k) Applicable Law Controlling The Subdivision, all Residents, all Owners, All Lots and Residential Units or portions thereof, the plat and the Supplemental Bill of Assurance shall be and remain at all times subject to all applicable governmental laws, rules and regulations; provided that the more restrictive among such laws, rules and regulations and the covenants shall be controlling.

(l) No Reversions No covenants are intended to be, or shall be construed as, a condition subsequent or a possibility of reverter.

(m) Bind and Inure This Supplemental Bill of Assurance and all Covenants herein shall be binding upon and shall inure to the benefit of the parties hereto and there respective successors and assigns.

IN WITNESS WHEREOF, this Supplemental Bill of Assurance has been duly executed by and on behalf of Grantor on this 29th day of April, 2011.

By: Spillers Property Investments, LLC

By: 

Office: Managing Member

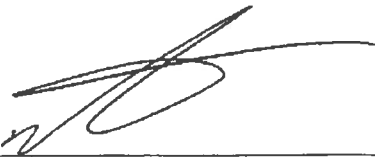
ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
COUNTY OF) Will

On this day before me, the undersigned notary, personally appeared Kevin Spillers, to me personally well known, has acknowledged that he has executed the foregoing instrument for the consideration and purposes therein.

Subscribed and sworn to, before me, a Notary Public, this 29 day of Apr 2011





Notary Public
My commission expires Apr 8 2014

EXHIBIT A

Legal Description: PHASE 2 OF THE WOODLANDS AT EAGLE MOUNTAIN
SUBDIVISION, BATESVILLE, ARKANSAS:

A part of the Northwest Quarter of Section 23, Township 13 North, Range 6 West, Independence County, Arkansas more particularly described as follows:

From the Northwest Corner of said Section 23, run S 01°59'40" W a distance of 999.00 ft. to the POINT OF BEGINNING:

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