

Record and return to
ARKANSAS BANK AND TRUST COMPANY
P. O. Box 5040
Hot Springs, AR 71901

VCL 833 PAGE 495

MASTER DEED TO

SHADOWBROOK HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, J. O. BURRIS RESIDENTIAL DEVELOPMENT COMPANY, INC., JAMES W. BURRIS, and RONALD O. BURRIS, hereinafter called DEVELOPERS, are the owners of the following contiguous tracts of land lying in the County of Garland, State of Arkansas, to-wit:

TRACT NO. 1

A part of Lots 5 and 6 of Clark's Subdivision of part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, Township 3 South, Range 19 West, more particularly described as follows: Commence at the Northwest corner of said Lot 5, at the intersection of the East line of Cooper Lane, as presently located, and the South line of Campbell Street; thence South 89 degrees 47 minutes East along the South line of Campbell Street a distance of 10 feet to the POINT OF BEGINNING; thence continue South 89 degrees 47 minutes East along said South line of Campbell Street a distance of 393.2 feet to the West line of McClard Street; thence South 01 degrees 30 minutes West along the West line of McClard Street a distance of 450.0 feet; thence North 89 degrees 47 minutes West a distance of 125.0 feet; thence South 01 degrees 30 minutes West a distance of 25.0 feet; thence North 89 degrees 47 minutes West a distance of 153.2 feet; thence North 01 degrees 30 minutes East a distance of 230.0 feet; thence North 89 degrees 47 minutes West a distance of 115.0 feet; thence North 01 degrees 30 minutes East parallel to the East line of Cooper Lane, as presently located, a distance of 245.0 feet to the POINT OF BEGINNING; containing 3.61 acres, more or less.

TRACT NO. 2

A part of Lots 5 and 6 of Clark's Subdivision of a part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, Township 3 South, Range 19 West, more particularly described as follows: Commence at the Northwest corner of said Lot 5, at the intersection of the East line of Cooper Lane, as presently located, and the South line of Campbell Street; thence South 89 degrees 47 minutes East along the South line of Campbell Street a distance of 10 feet; thence South 01 degrees 30 minutes West, parallel to the East line of Cooper Lane, a distance of 245.0 feet to the POINT OF BEGINNING; thence continue South 01 degrees 30 minutes West, parallel to the East line of Cooper Lane, a distance of 585.0 feet to the South line of Lot 6; thence South 89 degrees 47 minutes East along the South line of Lot 6, a distance of 393.2 feet to the West line of McClard Street; thence North 01 degrees 30 minutes East along the West line of McClard Street a distance of 380 feet; thence North 89 degrees 47 minutes West a distance of 125.0 feet; thence South 01 degrees 30 minutes West a distance of 25.0 feet; thence North 89 degrees 47 minutes West a

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distance of 153.2 feet; thence North 01 degrees 30 minutes East a distance of 230.0 feet; thence North 89 degrees 47 minutes West a distance of 115 feet to the POINT OF BEGINNING; containing 3.88 acres, more or less.

WHEREAS, it is deemed desirable that the property in Tract No. 1 aforesaid, together with improvements constructed and to be constructed thereon, all as described herein and as shown in detail on the plans attached hereto and recorded with this instrument, be established as a Horizontal Property Regime in accordance with the provisions of Act 60 of 1961, of the General Assembly of the State of Arkansas as amended; and

WHEREAS, at a later date, it may be desirable that the property in Tract No. 2 aforesaid, together with the buildings and improvements to be constructed thereon, which said buildings and improvements are to be of like or similar type and complementary to those described herein for Phase 1 of said Horizontal Property Regime, be included as Phase 2 thereof, DEVELOPERS specifically reserve the right to so include said land and improvements, herein referred to as Phase 2, in said Horizontal Property Regime at any time on or before December 15, 1979.

NOW, THEREFORE, DEVELOPERS, J. O. BURRIS RESIDENTIAL DEVELOPMENT COMPANY, INC., JAMES W. BURRIS, joined herein by BARBARA J. BURRIS, his wife, and RONALD O. BURRIS, a single man, for and in consideration of the benefits accrued and to accrue to them, which benefits are hereby acknowledged to be of value, hereby declare the land above described as Tract No. 1, together with all improvements thereon, and to be constructed thereon as shown by the maps, plans, and drawings attached hereto and placed of record with this instrument, to be, and to be submitted to, a Horizontal Property Regime to be forever known as "SHADOWBROOK HORIZONTAL PROPERTY REGIME", and any and every Deed of Conveyance for, or other instrument affecting title to, any apartment in

said Regime describing the same by the apartment number letter, as shown on the attached plans and adding the words "in SHADOWBROOK HORIZONTAL PROPERTY REGIME" shall be deemed to contain a good and sufficient description for all purposes, and such deed shall convey the title to said described apartment and to an undivided interest in the limited and general common elements equal to the percentage thereof appertaining to said apartment, as described herein and as shown on the plans hereto attached.

DEVELOPERS further declare and covenant, which declarations and covenants shall run with the land and shall be binding on all owners of apartments in SHADOWBROOK HORIZONTAL PROPERTY REGIME, their heirs, successors, and assigns, that:

1. LAND. The land submitted to the Regime is the land described as Tract No. 1 hereinabove.
2. APARTMENTS. There are ten buildings, numbered 1 through 10, each of which contains four apartments. The apartments on the first floor of each building are lettered A and B, and those on the second floor C and D. Apartments are described by the building number followed by the apartment letter. For example, Apartment 5-C would be the C apartment located on the second floor of Building No. 5. Each apartment contains 1,250 square feet, and all apartments have essentially the same floor plan as shown in detail on the attached plans.
3. COMMON ELEMENTS. All of the real property hereinbefore described as Tract No. 1, and all improvements thereon as described above and also as shown as Phase I on the Plat and plans attached hereto, excepting however, the apartments which shall be individually owned, used and enjoyed, are declared to be general common elements for the equal use and benefit of all apartment owners, including without

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limiting the generality of the foregoing, foundations, lands including those on which buildings stand, common walls, bearing walls, perimeter walls, columns and girders, to the interior surfaces thereof, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, regardless of location, entrance and exit or communication ways, parking areas, community building, swimming pool, golf putting greens, shuffleboard and tennis courts, yards, roads, streets, installations for central services such as electric, gas, refrigeration, water and sewer lines within the property boundaries, and in general, all devices or installations necessary or convenient to its existence, maintenance and safety, or normally in common use. The construction of the Municipal Sewer System to serve the area may not be completed as early as needed, so that it will be necessary for DEVELOPERS to install a temporary sewage lift station. In this event this temporary sewage lift station shall remain the property of DEVELOPERS, but the use thereof shall be included in the general common elements. At such time as the sewer lines can be connected directly to the Municipal Sewer System and by-pass the temporary sewage lift station, the DEVELOPERS at their discretion shall remove said temporary sewage lift station and its use no longer shall be included in the general common elements. No apartment owner shall ever make any use of the common elements which would or could interfere in any manner with the use and enjoyment of said elements by other owners, or which would in any manner interfere with the use for which said element is designed or intended.

4. VALUE. For purposes of this instrument and of rules, By-Laws and provisions of law dependent upon the value here

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assigned, the basic value of the Regime is declared to be ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (1,400,000.00). The basic value of each apartment is declared to be THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00), and the percentage appertaining to each apartment owner in the expenses of, and rights in, the common elements is declared to be 2.5%.

5. LIEN FOR EXPENSES OF COMMON ELEMENTS. The owners of the apartments are bound to contribute pro rata, in the percentage set forth in Section 4 hereof, or in such percentage appertaining after the inclusion of Phase II in the Regime as provided herein, toward the expenses of administration and maintenance and repair of the common elements and toward other expenses lawfully agreed upon, and such payments, if not paid when due, shall constitute a lien on the apartment of such delinquent owner until paid. No owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the common elements or by abandonment of the apartment belonging to him.

6. PHASE II ADDITION.

(a) At a later date it may be deemed desirable to include Phase II in said Regime, and the DEVELOPERS herewith describe their intentions and provide for including apartments in the Regime in addition to those for which specific plans are recorded herewith. The property to be included in Phase II is that land described as Tract No. 2 hereinbefore, together with the buildings and improvements to be constructed thereon. Each apartment to be included in Phase II shall contain a maximum of 2,000 square feet and a minimum of 1,000 square feet, and a minimum of 40

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apartments and a maximum of 56 apartments are to be constructed. At the date of inclusion of Phase II of the Regime, the declaration of the basic value of the Regime as set forth in Section 4 hereof shall be increased to include the entire Regime as reconstituted to include Phase II, and the basic value of each additional apartment shall be declared, and the percentage appertaining to each apartment owner shall be determined and declared according to law. This recalculation will result in a lower percentage appertaining than that established in Section 4 hereof, but it will appertain to rights in increased common elements, and expenses shall be shared by a larger number of apartment owners. On or before December 15, 1979 final detailed plans for such additional apartments shall be recorded with the amendment to this Master Deed which shall be placed of record to include the revised information. DEVELOPERS hereby covenant and warrant that all such construction in Phase II shall be of similar quality, in a workmanlike manner and in the same architectural style as the original buildings in the Regime, and such construction will conform generally, with the specifications set forth herein.

7. GENERAL USE RESTRICTIONS. Apartments of SHADOWBROOK HORIZONTAL PROPERTY REGIME shall be held, owned, used and conveyed subject to all provisions contained in the Horizontal Property Act, Act 60 of the State of Arkansas of 1961, as amended by Act 731 of the State of Arkansas of 1975, and in this instrument as well as those contained in the By-Laws attached hereto and as amended and changed from time to time in accordance in said Act.

8. SEVERABILITY. If any provision of this instrument is

SECOND AMENDMENT TO MASTER DEED TO
SHADOWBROOK HORIZONTAL PROPERTY REGIME

BOOK 901 PAGE 841

KNOW ALL MEN BY THESE PRESENTS:

THAT J. O. BURRIS RESIDENTIAL DEVELOPMENT COMPANY, INC., JAMES W. BURRIS, and RONALD O. BURRIS, hereinafter called DEVELOPERS, being the sole owners of the lands described therein, did on the 28th day of March, 1977, cause to be recorded in Book 833 at Page 495 of the Records of Deeds and Mortgages of Garland County, Arkansas, a certain Master Deed declaring certain lands being a part of Lots 5 and 6 of Clark's Subdivision of a part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, Township 3 South, Range 19 West, and as more particularly described as Tract No. 1 in said Master Deed, together with improvements constructed and to be constructed thereon, to be a Horizontal Property Regime; and

WHEREAS, by said Master Deed, the DEVELOPERS, reserved the right to include the lands described as Tract No. 2 in the aforesaid Master Deed, together with the buildings and improvements to be constructed thereon, in the said Horizontal Property Regime.

NOW, THEREFORE, DEVELOPERS do by these presents dedicate and declare the lands described as Tract No. 2 in the aforesaid Master Deed, together with the buildings and improvements constructed and to be constructed thereon, as set forth on the Maps, Plans, Drawings and Specifications heretofore filed, and the Plat of Phase II of said Regime attached hereto and filed herewith, to be a part of said Horizontal Property Regime,

DEVELOPERS, by their rights as sole owners and developers of SHADOWBROOK HORIZONTAL PROPERTY REGIME, further declare and covenant, which declarations and covenants shall run with the land and be binding upon all owners and future owners of

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FILED FOR RECORD ON THIS 6th DAY OF April 19 79 AT 1:45
O'CLOCK L. M. CALVIN SANDERS, CLERK Rheta Weston D.C.

apartments in SHADOWBROOK HORIZONTAL PROPERTY REGIME, their heirs, successors, and assigns, that the aforesaid Master Deed, as amended by FIRST AMENDMENT to said Master Deed recorded in Book 855 at Page 96 of the Deed and Mortgage Records of Garland County, is further amended as follows:

Paragraph 1 is amended to read:

1. LAND. The land submitted to the Regime is the land described as Tract No. 1 and Tract No. 2 in the Master Deed.

Paragraph 2 which was amended by First Amendment to Master Deed is further amended to read:

2. APARTMENTS. There are twenty-three buildings, numbered 1 through 23, in the Regime and the exact location of each is shown on the plan attached hereto and filed herewith. There are four apartments in each of the buildings except Buildings 18, 19, 21 and 22 which contain five apartments. The apartments on the first floor of each building are lettered A and B, and those on the second floor C and D. When facing the main entrance to each building, those apartments lettered A and C are located on the left side of each building, and apartments lettered B and D are on the right side of each building. Buildings 18, 19, 21 and 22 each contain an additional apartment lettered E which is located at one end of those buildings, with separate entrances, and which apartments occupy both floors of the building. The exact location of the apartments is shown on the plans recorded herewith and with the original Master Deed. Apartments are described by the building number followed by the apartment letter. For example, Apartment 5-C would be the C apartment located on the second floor of Building No. 5 on the left side when facing said building. Each apartment contains, 1,250 square feet and all apartments except those lettered E have essentially the

same floor plan, as shown in the plans filed with the original Master Deed. The four apartments lettered E are of two story construction and have essentially the same floor plan as shown in the plans filed with the original Master Deed.

Paragraph 3 of the Master Deed is amended such that the first four lines shall read:

3. COMMON ELEMENTS. All of the real property hereinbefore described as Tract No. 1 and Tract No. 2 and all improvements thereon as described above and also as shown as Phase I and Phase II on the Plat and plans attached to the Master Deed and Second Amendment to Master Deed, excepting however, the apartments. (The remainder of paragraph 3 is unchanged.)

Paragraph 4 of the Master Deed is amended to read:

4. VALUE. For purposes of this instrument and of rules, By-Laws and provisions of law dependent upon the value here assigned, the basic value of the Regime is declared to be THREE MILLION THREE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$3,360,000.00). The basic value of each apartment is declared to be THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00), and the percentage appertaining to each apartment in the expenses of, and rights in, the common elements is declared to be 1.041 2/3%. Because the DEVELOPERS do not contribute to the expenses of administration and are fully liable for all apartments and common elements until sold, the expenses of administration shall be shared equally by all co-owners other than the DEVELOPERS, effective for each apartment from and after the date of closing of the sale of that apartment until the last apartment has been sold and closed at which time the percentage appertaining shall then be 1.041 2/3% for each apartment for all purposes.

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF GARLAND)

BOOK 901 PAGE 847

On this 4th day of April, 1979, before me a Notary Public duly commissioned, qualified and acting, within and for said County and State appeared in person the within named J. O. Brown and H. G. Casbasse, to me personally well known, who stated that they were the Vice Assistant President and/Secretary of the Arkansas Bank and Trust Company, a corporation, and were fully authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation in its capacity as Attorney in Fact for the said Vernon A. Beasley, Cornelia S. Beasley, James R. Beasley, Viola E. Beasley, Kayla Kimball, Robert D. Kimball, III and Krystyna Therasa Kimball, and further stated and acknowledged that they has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4th day of April, 1979.

Lynn Diana Cole
NOTARY PUBLIC

My commission expires: _____
Commission Expires July 11, 1982

CERTIFIED TRUE COPY OF ORIGINAL
Amendments (6 pgs)
8/26/22 Leah Jones
JEANNIE PIKE
GARLAND COUNTY, HOT SPRINGS, ARK.