



DECLARATION OF COVENANTS AND RESTRICTIONS D & RECORD
OF
CHENAL VALLEY

89-61706

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MARILYN A. ALEXANDER
NOTARY PUBLIC
STATE OF ARKANSAS

This Declaration, made this 17th day of NOVEMBER, 1969,
by DELTIC FARM & TIMBER CO., INC., ("Developer" or the
"Declarant").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described on Exhibit "A" attached to this Declaration (hereafter "The Property") and desires to create a community with permanent parks, playgrounds, open spaces, landscaped entrances and other common facilities for the benefit of the community, which shall be known as "Chenal Valley";

WHEREAS, Developer desires to provide for the preservation of the values and amenities in Chenal Valley and for the maintenance of the parks, playgrounds, open spaces, landscaped entrances and other common facilities; and to this end, desires to subject the Property to these covenants, restrictions, easements, charges and liens, each of which is for the benefit of the Property and each Owner, and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in Chenal Valley, to create an association which shall be assigned the powers of maintaining, administering and enforcing these covenants and restrictions and doing all other things necessary to preserve the values and amenities of this community;

WHEREAS, Developer has caused to be incorporated under the laws of the State of Arkansas, as a nonprofit corporation, Chenal Valley Property Owners Association, Inc., for the purpose of exercising these functions;

NOW THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any supplemental Declaration (unless the context shall indicate a contrary intention) shall have the following meanings:

(a) "Association" shall mean and refer to Chenal Valley Property Owners Association, Inc., its successors and assigns.

(b) "The Property" shall mean and refer to that property described on Exhibit "A" which is subject to these Covenants or any Supplemental Covenants under the provisions of Article II.

(c) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all Owners. The common area shall be deeded to the Association.

(d) "Site" shall mean and refer to any platted lot within the Property which may be purchased by any person or owned by the Developer or any 1/3 acre of unplatted property owned by the Developer within the Property.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Site which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Member" shall mean and refer to any Owner who by virtue of holding fee simple title to any Site is a Member of the Association. If any Owner holds title to more than one site then the Owner shall hold memberships equal to the number of sites owned.

(g) "Architectural Control Committee" shall mean the committee appointed pursuant to Section 1 of Article VI hereof.

(h) "Board" shall mean the Board of Directors of the Association.

(i) "Declarant" or "Developer" shall mean Deltic Farm & Timber Co., Inc., its successors and assigns.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

SECTION 1: Existing Property The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Pulaski, State of Arkansas, and is more particularly described on Exhibit "A," all of which property shall be referred to as "The Property." The Property consists of both platted and unplatted properties and the unplatted portions may be subsequently platted by Developer, as it deems appropriate.

SECTION 2. Additions to Existing Property. Additional lands of the Developer may become subject to these Covenants and Restrictions in the following manner: The Developer shall have the right but not the obligation to bring within the plan of this

Declaration additional properties, regardless of whether or not said properties are presently owned by the Developer, in future stages of the development, provided that such additions are in accord with the general plan of development (the "General Plan") which has been prepared prior to the date of these Covenants and Restrictions and prior to the sale of any Site and is maintained in the office of the Declarant, and provided such proposed additions, if made, will become subject to assessments of the Association for their share of expenses. UNDER NO CIRCUMSTANCES shall these Covenants and Restrictions or any supplement or the General Plan bind the Developer to make the proposed additions or to adhere to the Plan in any subsequent development of land shown on the General Plan. Nor shall the Developer be precluded from conveying lands in the General Plan not subject to these Covenants and Restrictions or any supplement free and clear of these Covenants and Restrictions or any supplement.

(B) The additions authorized shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the plan of the covenants and restrictions of this Declaration to the additional property, and the Owners, including the Developer of Sites in those additions shall immediately be entitled to all rights and privileges provided in this Declaration.

(C) The Supplemental Declaration may contain those complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration necessary to reflect the different character, if any, of the added properties as are not inconsistent with the Plan of this Declaration. In no event, however, shall such supplement revoke, modify and add to the covenants established by this Declaration within the Property.

SECTION 3. Additions Limited to Developer. No one other than the Developer shall have the right to subject additional lands to this Declaration of Covenants and Restrictions, unless the Developer shall indicate in writing to the Association that such additional lands may be included.

ARTICLE III

THE ASSOCIATION

Every person, persons or entity who owns any Site, including a builder or contractor, shall be a Member of the Association, and shall abide by its Articles of Incorporation and By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Site. The Association shall be governed by its Articles of Incorporation and By-Laws.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Properties. This easement of enjoyment shall be appurtenant to and shall pass with the title to every Site, subject to the Articles of Incorporation and the By-Laws of the Association.

SECTION 2. Title to Common Areas. The Developer agrees to convey title to the common areas to the Association free and clear of all liens and encumbrances except for applicable improvement district assessments within five (5) years after their designation as such on a recorded plat filed in the office of the Circuit Clerk of Pulaski County, Arkansas.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of Lien and Personal Obligation of Assessments and Special Assessments. Declarant for each Site owned within the Property shall be deemed to covenant and agree, and each Owner of any Site by acceptance of a deed shall be deemed to covenant and agree, to pay to the Association annual assessments or charges and special assessments, together with interest and costs of collection, if any, which amounts shall be a charge on the land and shall be a continuing lien upon the Site. Each assessment, together with interest, cost of collection and reasonable attorneys' fees, if any, shall also be the personal obligation of the Owner of the Site at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessment or special assessment shall not pass to an Owner's successors in title unless expressly assumed by them.

The lien for assessments and special assessments shall be subject to and subordinate to the lien of any recorded first mortgage or Deed of Trust.

Assessments shall be fixed by the Association in accordance with the Articles of Incorporation and By-Laws of the Association.

SECTION 2. Exempt Property. Common Areas as defined in Article I, all Common Areas subsequently added to the Property and any areas which are designated for the common use of a particular subdivision, and all portions of the Property owned or otherwise dedicated to any political subdivision shall be exempt from the assessments and liens of the Association.

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Designation of Committee. The Association shall have an Architectural Control Committee, consisting of at least three (3) and not more than five (5) members who shall be natural persons. As long as Developer shall own twenty percent (20%) or more of the areas designated as residential on the General Plan (as defined in the Covenants and Restrictions) or twenty percent (20%) or more of the areas designated as commercial on the General Plan, the Members of the Architectural Control Committee, and all vacancies, shall be appointed by Developer. When Developer no longer owns twenty percent (20%) of both of these areas, the Members of the Architectural Control Committee, and all vacancies, shall be appointed by the Board of Directors.

SECTION 2. Function of Architectural Control Committee. No improvement shall be constructed or maintained upon any Site and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and site plans showing the exterior design, height, building material and color scheme, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee. A copy of the plans, specification, and lot plans as finally approved shall be deposited with the Architectural Control Committee. No trees shall be removed without prior written approval of the Architectural Control Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decisions of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

SECTION 3. Content of Plans and Specifications. The plans and specifications to be submitted and approved shall include the following:

- (a) A topographical plot showing existing contour grades and showing the location of all improvements, structures, walks, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any applicable change in the lot contours is contemplated.
- (b) Exterior elevations.
- (c) Exterior materials, colors, textures and shapes.
- (d) Structural design.

- (e) Landscaping plan, including mailboxes, walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover.
- (f) Parking area and driveway plan.
- (g) Screening, including site, location and method.
- (h) Utility connections.
- (i) Exterior illumination, including location and method.
- (j) Fire protection system.
- (k) Signs, including size, shape, color, location and materials.

SECTION 4. Definition of "Improvement". Improvement shall mean and include all residences, buildings, and roofed structures, parking areas, fences, walls, hedges, mass plantings, pools, driveways, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any other new exterior construction or exterior improvement which materially alters the appearance of the property and which may not be included in any of the foregoing. The definition does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which does not materially change exterior colors or exterior appearances.

SECTION 5. The Basis of Approval. Approval of plans and specifications shall be based on, among other things, adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants. The Architectural Control Committee shall establish certain architectural guidelines, which shall be approved by the Board (the "Architectural Guidelines"), and all plans and specifications must comply with Architectural Guidelines then in force and effect. However, the Architectural Control Committee may approve exceptions to the Architectural Guidelines by a unanimous vote. The current Architectural Guidelines shall be available at the office of the Association or the office of the Declarant.

SECTION 6. Majority Vote. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

SECTION 7. Failure of Committee to Act. If the Architectural Control Committee fails to approve, disapprove, or reject as inadequate proposed plans and specifications within thirty (30) days after submittal, they shall be deemed approved. If

plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them entirely, partially or conditionally approve.

SECTION 8. Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee nor any of its members shall be liable, in damages or otherwise, to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications.

SECTION 9. Reasonable Fee. The Architectural Control Committee may charge any Owner a reasonable fee for its services in reviewing that Owner's proposed plans and specifications.

ARTICLE VII

MAINTENANCE

SECTION 1. Duty of Maintenance. Owners and occupants (including lessees) of any part of the the Property shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Property so owned or occupied, including buildings, improvements and grounds in a well-maintained, safe, clean and attractive condition at all times. Maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse, and waste.
- (b) Lawn mowing.
- (c) Tree and shrub pruning.
- (d) Watering.
- (e) Keeping exterior lighting and mechanical facilities in working order.
- (f) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (g) Keeping parking areas, driveways, and roads in good repair.
- (h) Complying with all governmental health and police requirements.
- (i) Repainting of improvements.
- (j) Repair of exterior damages to improvements.

SECTION 2. Enforcement. If, in the opinion of the Association any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may provide written notice of that failure giving the Owner or occupant ten (10) days from receipt to perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within the ten-day period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform needed care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any part of the Property on which work is performed shall jointly and severally be liable for the cost of the work and shall promptly reimburse the Association for all costs. If the Association has not been reimbursed within thirty (30) days after invoicing, the indebtedness shall be a debt of all of the Owners and occupants jointly and severally, and shall constitute a lien against that portion of the Property on which work was performed. This lien shall have the same attributes as the lien for assessments and special assessments set forth in Article V, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE VIII

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon all Sites and Common Areas for the benefit of each other Site and Common Areas and may be enforced by any Owner or the Association through any remedy available at law or in equity.

1. No garbage, refuse, rubbish, tree limbs, pine straw, leaves or cuttings shall be deposited on any street, road, or Common Areas nor on any Site unless placed in a container suitable for garbage pickup.
2. No building material of any kind or character shall be placed upon any Site except in connection with construction approved by the Architectural Control Committee. Construction shall be promptly commenced and diligently prosecuted.
3. No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street, road, Chenal Country Club, golf course, or Common Area.
4. Any exterior lighting installed on any Site shall either be indirect or of such controlled focus and intensity as not to disturb the residents or the adjacent property.
5. No animals or poultry shall be kept on any Site or Common Area except a reasonable number of ordinary household pets belonging to the household.

6. No signs, plaques or communication of any description shall be placed on the exterior of any Site or Common Area by an Owner unless approved by the Architectural Control Committee.

7. No nuisances shall be allowed in Chenal Valley nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with their right of quiet enjoyment.

8. No immoral, improper, offensive or unlawful use shall be made of Chenal Valley or any part thereof, and all valid laws, zoning, by-laws and regulations of all governmental bodies having jurisdiction shall be observed.

9. No portion of a Site (other than the entire Site) may be rented, and no transient may be accommodated therein unless by consent of the Owner.

10. All areas designated on the General Plan as jogging trails shall be used solely for pedestrian and golf cart traffic and no other motor vehicles, of any type, shall be allowed on the jogging trails.

11. No used or previously erected or temporary house, structure, house trailer or non-permanent outbuilding shall ever be placed, erected or allowed to remain on any Site or Common Area.

12. No junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment (except as may be reasonable and customary in connection with the use and maintenance of any improvements located upon the Property and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Area) shall be kept upon the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be performed. This restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles.

13. All buildings built on any Site shall comply with the setback restrictions imposed upon the Site on either a recorded plat in the Circuit Clerk's office of Pulaski County, Arkansas or in the deed to each purchaser of a Site. Setback restrictions are covenants running with the land.

14. Access easements for installation and maintenance of utilities and drainage of facilities and for pedestrian and golf cart traffic are reserved in rights of way of drives and roads or on the side or rear of each Site as shown on the recorded plat.

15. An Owner hereby grants a right of access to his Site to the Association, any managing agent of the Association, and/or

any other person authorized by the Board or the managing agent for the purpose of making inspections or for the purpose of correcting any conditions originating in his Site and threatening another Site or any Common Area, or for the purpose of performing installations, alterations, or repairs to the parts of the Site over which said persons have control and/or responsibility for maintenance. Requests for such access must be made in advance and entry must be at a time reasonably convenient to the Owner. In case of an emergency, this right of entry shall be immediate whether the Owner is present or not.

ARTICLE IX

COMMON PROPERTIES

SECTION 1. Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IX, every Member of the Association shall have the right and easement of enjoyment in and to the Common Area.

SECTION 2. Title to Common Properties. Declarant shall convey ownership of the Common Area to the Association, which shall be responsible for its operation and maintenance, within five (5) years after their designation as a Common Area on a recorded plat filed in the office of the Circuit Clerk of Pulaski County, Arkansas.

SECTION 3. Extent of Easements. The rights and easements of enjoyment created shall be subject to the following:

(a) The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Area;

(b) The right of the Association to borrow money for the purpose of improving all or any part of the Common Area, and to mortgage all or any part of the Common Area;

(c) The right of the Association to take reasonably necessary steps to protect all or any part of the Common Area against foreclosure; and

(d) The right of the Association to suspend the easements of enjoyment of any Member of the Association during the time any assessment levied under Articles V or VII remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time the Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these Covenants and Restrictions signed by the then Owners of sixty-five percent (65%) of the Sites has been recorded prior to the commencement of any ten-year period.

SECTION 2. Amendments. These Covenants and Restrictions may be amended during the first twenty years (20) from the date of the Declaration, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Sites and thereafter by an instrument signed by the Owners of not less than seventy percent (70%) of the Sites. Any amendment must be properly recorded.

SECTION 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of mailing. Each purchaser of a Site shall forward a copy of his recorded warranty deed to the Association or its officers.

SECTION 4. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants and Restrictions. Failure by the Association or any Owner to enforce any Covenant or Restriction shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 5. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 6. Attorney Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this instrument or any provision thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorney fees in such amount as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

SECTION 7. Dissolution. The Association may be dissolved with consent given in writing and signed by not less than three-fourths of each class of Members as defined in the By-Laws of the Association. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be conveyed and granted and assigned to any nonprofit corporation, association trust, or other organization to be devoted to same or similar purposes.

DELTAIC FARM & TIMBER CO., INC.

ATTEST:

James E. Baine
James E. Baine
Secretary

By: C. W. Butler, Jr. (W)

C. W. Butler, Jr.
President

ACKNOWLEDGMENT

STATE OF A. KANSAS)
COUNTY OF UNION) ss.

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named C. W. Butler, Jr. and James E. Baine, being the President and Secretary, respectively, of DELTAIC FARM & TIMBER CO., INC., and who had been designated by said DELTAIC FARM & TIMBER CO., INC. to execute the above instrument, to me personally well known, who stated they were the President and Secretary of said DELTAIC FARM & TIMBER CO., INC. and were duly authorized in their respective capacities to execute the foregoing instrument, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th day of NOV., 1989.

My commission expires:

Norma C. Hepler
NOTARY PUBLIC

January 1, 1993

EXHIBIT "A"

Part of Sections 23, 25, 26, 35 and 36, T-2-N, R-14-W, Pulaski County, Arkansas, more particularly described as: Starting at the center of said Section 36; thence S 0° 45' 34" W along the North-South centerline of Section 36, 1021.6 ft. to a point on the centerline of Chenal Parkway; thence Northwest along the arc of a 2664.79 ft. radius curve to the left, having a chord bearing and distance of N 22° 55' 54" W, 873.62 ft. to a point; thence N 31° 42' 05" W, and continuing along said centerline, 1565.59 ft. to the intersection of the centerline of said Chenal Parkway and the centerline of Outer Loop Road, said intersection point being the point of beginning; thence Southerly along the Centerline of said Outer Loop Road to a point on the North line of Independence Farms, a subdivision in Pulaski County, Arkansas; thence Northwest along the North line of Independence Farms to the Northwest corner of Tract 15, Independence Farms, said corner lying on the East line of the West 990 ft. or the SE 1/4, SE 1/4, said Section 35; thence North along said East line of the Northeast corner of said 990 ft. lying on the North line of said SE 1/4, SE 1/4; thence West along the North line of said SE 1/4, SE 1/4, to the Northwest corner thereof; thence South along the West line of said SE 1/4, SE 1/4 to a point on the North line of said Independence Farms; thence Northwest along the North line of Independence Farms and said North line extended Northwest to a point on the West line of the E 1/2, NE 1/4, SW 1/4, said Section 35; thence North along the West line of said E 1/2, NE 1/4, SW 1/4, to the Northwest corner thereof; thence West along the South line of the E 1/2, NW 1/4, Section 35 to the Southwest corner thereof; thence North along the West line of said E 1/2, NW 1/4, to the Southeast corner of the W 1/2, SW 1/4, Section 26, T-2-N, R-14-W; thence West along the South line of said Section 26 to the Southeast corner of the W 1/2, W 1/2, SW 1/4, said Section 26; thence North along the East line of said W 1/2, W 1/2, SW 1/4, 1650 ft. to a point; thence West to a point on the West line of said Section 26; thence

North along said West lien to a point on the centerline of Chenal Valley Drive; thence Easterly along said centerline to a point on the centerline of Chenal Parkway; thence Southerly along the centerline of Chenal Parkway to a point; N 76° 00' 00" E, 882.32 ft. to a point; thence S 88° 00' 01" E, 759.45 ft. to a point; thence Southeasterly along the arc of a 572.96 ft. radius curve to the right, having a chord bearing and distance of S 0° 23' 51" E, 462.79 ft. to a point; thence S 23° 25' 15" W, 62.29 ft. to a point; thence Southwesterly along the arc of a 280.48 ft. radius curve to the left, having a chord bearing and distance of S 69° 19' 50" W, 419.80 ft. to a point; thence S 22° 13' 03" W, 207.89 ft. to a point; thence Southwesterly along the arc of a 409.26 ft. radius curve to the right, having a chord bearing and distance of S 52° 41' 24" W, 415.08 ft. to a point; thence S 83° 09' 39" W, 358.15 ft. to a point on the centerline of Chenal Parkway; thence Southerly along said centerline to the point of beginning, containing 590.0 Acres more or less.