

AMENDED AND SUBSTITUTED BILL OF ASSURANCE

PIONEER VILLAGE MANOR ADDITION OF HORSESHOE BEND ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That Horseshoe Development Corporation, hereinafter called grantor, is the owner of the following described land lying in IZARD County, Arkansas, to-wit:

That part of the South One-Half (S1/2) of the Southeast Quarter (SE1/4) of Southeast Quarter (SE1/4) of Section Seven (7), Township Eighteen North (T-18-N), Range Seven West (R-7-W), IZARD County, Arkansas, more particularly described as follows:

Beginning at a point 356.94 feet West of Northeast (NE) corner of S1/2, SE1/4, SE1/4, said Section 7; thence West 913.06 feet to a point; thence S0° 26' East 660.0 feet to a point; thence East 913.06 feet to a point; thence N 0° 26' West 660.0 feet to the point of beginning.

The above and foregoing property was platted and Bill of Assurance recorded in Record Book 55 at pages 544, 546 and 547 of the records of IZARD County, Arkansas, and it being desirable to replat said area and amend the Bill of Assurance and resub-divide into building plots and roads and easements with certain area reserved and common to the platted lots as shown on the attached plat and that said property be held, owned and conveyed, as platted, subject to the protection herein contained in order to enhance the value and use of the said property.

NOW THEREFORE, Horseshoe Development Corporation, an Arkansas Corporation, for and in consideration of the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value, does cause to be made a plat hereto attached showing surveys made by the said James W. Cook, surveyor, and executed by him on this date showing the bounds and dimensions of the property now being sub-divided into lots and roads described by numbered lots, roads, easements and reserved areas, and the said grantor hereby donates and dedicates to the public, hereafter easement of way over the streets as shown by said plat to be used for surfaced roads, or easements for property owners exclusive use or as the property owners choose. In addition to said roads, as shown on said plat, there are certain easements for drainage, utilities, etc. which grantor does hereby donate and dedicate to, for the use of or by, public utilities, the same being,

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VILLAGE

without limiting the generality of the foregoing, electric power, gas, telephone, water and sewer with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utility services to use and occupy such easements and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

The filing of this Amended and Substituted Bill of Assurance and plat for record in the office of the Circuit Clerk and Recorder of Izard County, Arkansas, shall be a valid and complete delivery and dedication of the roads and easements subject to the limitations herein set out.

The lands embraced in said plat shall be forever known as Pioneer Village Manor Addition of Horseshoe Bend Estates, (That part of S1/2 of SE1/4 of SE1/4 of Section 7, T-18-N, R-7-W, Izard County, Arkansas more particularly described as follows: Beginning at a point 356.94 feet West of NE corner of S1/2, SE1/4, SE1/4, said Section 7; thence West 913.06 feet to a point; thence S 0° 26' East 660.0 feet to a point; thence S 0° 26' East 660.0 feet to a point; thence East 913.06 feet to a point; thence N 0° 26' West 660.0 feet to the point of beginning) and any and every deed of conveyance for any lot in said subdivision describing the same by the numbers shown on said plat shall always be deemed sufficient description thereof.

RESTRICTIONS AND COVENANTS

1. Each homesite in Pioneer Village Manor Addition of Horseshoe Bend Estates is restricted to the construction of one single family dwelling unit per lot.

2. No residence or structure shall be erected, placed or altered on any lot until after the building plans, specifications and plat plans showing the location of said residence, have been approved in writing as conformitory and in harmony with the external design desired by the Corporation or its successors or by a duly designated property owners association.

3. No temporary structure shall be permitted upon the property.

4. The dwelling unit must be permanent structure and must have a material exterior composed of wood, anodized metal, masonry or cut natural or native stone, masonite or a combination of said materials or equivalent materials, which materials shall be approved as and in the manner provided for in paragraph 2 hereof.

5. Each dwelling unit must have at least 1450 square feet of walled (fenced) enclosed ground space with at least 800 square feet of this space heated and on the first floor level, complete indoor toilet facilities of modern plumbing connected to a septic tank sewage disposal unit and modern electric wiring completed and installed, all of which shall be equal to or better than the code requirements published by Horseshoe Development Corporation and/or the Federal Housing Administration in its publication entitled Minimum Property Standards, whichever be the higher requirements. Foundations must be complete, and outside pier type, not enclosed, shall not be permitted. Each dwelling must provide space for the off street parking of at least one modern day automobile.

6. No residence shall be located on any lot nearer to the front line than 35 feet nor nearer to the rear line than 16 feet, exclusive of outside storage. The left front corner of each housing unit shall be located at a point 35 feet from the front lot line and four (4) feet from the left side line, (left side shall be determined by facing the front lot line from the front looking toward the rear lot line, and the front lot line shall be that line tangent to and parallel to the street). A brick, stone or masonry wall shall be constructed of at least three (3) feet in height beginning at the left rear corner of the house, thence parallel to or on the left lot line to the rear lot line, thence across the rear lot line, thence to the right rear corner of the house structure. No other walls shall be constructed without specific written permission of Horseshoe Development Corporation.

7. No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall any trash or other refuse be thrown, placed or dumped upon any vacant lot or shall anything ever be done which may or shall become an annoyance or nuisance to the neighborhood or area in general. No advertising signs of any kind may be placed or erected on any parcel of property without specific permission of the Horseshoe Bend Property Owners' Association, its successors or assigns.

8. Easements for the installation, maintenance, repair and replacement of utility services, sewer or drainage have heretofore been donated and dedicated. Said easements being at various widths shall be respected by the property owners and trees, shrubbery, incinerators, structures, buildings or any other type of improvement on said easements may be destroyed at any time when necessary or

when deemed economically required by any person, firm or corporation engaged in supplying said services without liability of any kind or nature as a result of said destruction.

9. Easements and rights of way may be changed at any time by agreement with the owner provided such change or changes do not adversely affect adjoining property.

10. All pets and domesticated animals shall be confined to the lot or lands owned or controlled by the owner of such pet or domesticated animal, except only when such animal is on leash or otherwise directly controlled by said owner or a member of his household or his designee.

11. The areas herein designated as "Fur Park", "Feather Park" and "Park" are to be controlled by a non-profit organization. The owner of each lot shall have and shall maintain membership in the organization. Said properties shall not be used, transferred or sold for any purpose or purposes, for the primary period of this Bill of Assurance, other than for the benefit of the members of said organization. Owners of lots in Pioneer Manor Addition shall maintain membership in the non-profit organization owning the above described Park areas and shall adhere to the By-Laws of said corporation.

12. The materials used for the construction of all rear walls of each lot, as well as the design and height shall be approved in writing by Horseshoe Development Corporation, its successors and assigns, prior to the beginning of construction of said wall. No signs, drawings or paintings of any kind shall be permitted on said wall or lot unless and until specific permission has been received by owner from Horseshoe Development Corporation or its assigns. All garbage, garbage containers or refuse shall be maintained in a non-offensive manner on the lot as platted.

13. The lots shown hereon shall be sold by donor only to persons qualifying for membership in the non-profit organization, established for the operation and maintenance of the areas designated as "Fur Park", "Feather Park" and "Park". In park areas, rights of way and easements may be changed or added for the benefit of the property as determined by the donor.

14. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date of these covenants being recorded, after which time said covenants shall be automatically extended for successive periods of years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such covenants in whole or in part.

15. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

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

IN WITNESS WHEREOF, the Grantor by its duly authorized officers have hereunto affixed their hands and seals on this 1st day of July, 1968.

HORSESHOE DEVELOPMENT CORPORATION

By: William R. Pratt
William R. Pratt, President

ATTEST:

Richard L. Pratt
Richard L. Pratt, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS |

COUNTY OF IZARD |

BE IT REMEMBERED, That on this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the County and State, appeared in person the within named William R. Pratt and Richard L. Pratt, to me personally well known, who stated that they were the President and Secretary, respectively, of Horseshoe Development Corporation, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the considerations, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal
this the 1st day of July, 1968.

Mary Elizabeth Walker
Notary Public

My Commission Expires: June 15, 1971

CERTIFICATE OF SURVEY

I, James W. Cook, surveyor, do hereby certify that this plat was prepared under my supervision in conjunction with the Plat Book which is filed in the County Clerk's Office in and for Izard County, Arkansas; is a true and correct description thereof, and is true and correct to the best of my knowledge and belief.

James W. Cook
James W. Cook, Surveyor

CERTIFICATE OF RECORD

STATE OF ARKANSAS }
COUNTY OF IZARD }

I, CHARLES CHEATHAM, Clerk of the Circuit Court and Ex-Officio Recorder for the County aforesaid, do hereby certify that the within and foregoing instrument of writing was filed for record in my office on this 3 day of July, A.D., 1968 at 3:30 o'clock P. M. and the same is now duly recorded with the acknowledgements and certificates thereon in Record Book 60 Page 421-422-423

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said court this 3rd day of July, 1968
Charles Cheatham Clerk