

BILL OF ASSURANCE

WHITE OAK 2nd ADDITION

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:

Part of the E 1/2 of SW 1/4 of Section 17, T-18-W, R-7-W, Izard County, Arkansas more particularly described as follows: Beginning at a point on the center line of First Street, 344.6 feet west from the SE corner of NE 1/4 of SW 1/4 of said Section 17; thence south along said center line, 237.94 feet to a point; thence west 30.0 feet to a point on the west R/W line of First Street; thence N 54°07' W 375.0 feet to a point; thence S 35°53' W 150.0 feet to a point on the north R/W line of Red Oak Lane; thence N 54°07' W, along said north R/W line 750.12 feet to a point; thence east 1029.5 feet to a point on the center line of First Street; thence south, along said center line 300.0 feet to the point of beginning. Containing 7.2 acres more or less and 14 lots.

And it being deemed desirable that the above described property be now subdivided into building plots and roads and easements with certain areas reserved 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 platted, the easements and reserved areas thereon and the said grantor does hereby donate and dedicate certain easements for drainage, utilities, roads, etc., which Grantor does hereby donate and dedicate to, for the use of or by, or for the benefit of, public utilities, the same being, without being limited by 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 said easements and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

The filing of this 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 of the easements subject to the limitations herein set-out.

The lands embraced in said plat shall be forever known as the White Oak 2nd Addition to Horseshoe Bend Estates, consisting of a part of the E 1/2 of SW 1/4 of Section 17, T-18-W, R-7-W, Izard County, Arkansas more particularly described as follows: Beginning at a point on the center line of First Street, 344.6 feet west from the SE corner of NE 1/4 of SW 1/4 of said Section 17; thence south along said center line, 237.94 feet to a point; thence west 30.0 feet to a point on the west R/W line of First Street; thence N 54°07' W 375.0 feet to a point; thence S 35°53' W 150.0 feet to a point on the north R/W line of Red Oak Lane; thence N 54°07' W, along said north R/W line 750.12 feet to a point; thence east 1029.5 feet to a point on the center line of First Street; thence south, along said center line 300.0 feet to the point of beginning. Containing 7.2 acres more or less and 14 lots, and any and every deed of conveyance for said plat describing the same as afore set-out shall always be deemed sufficient description thereof.

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RESTRICTIONS AND COVENANTS

1. The above described area to Horseshoe Bend Estates shall be occupied only by one (1) single family dwelling structure per lot and such accessory building as is clearly incidental and normal and is operated and maintained by the owner of the lot, provided, however, that the accessory building shall not be a residence and is constructed in the same architectural mode as the dwelling structure; HOWEVER THE CITY OF HORSESHOE BEND PRESENTLY DOES NOT PERMIT THE CONSTRUCTION OF UNATTACHED ACCESSORY BUILDINGS.

2. No residence or accessory structure shall be erected, placed or altered on any lot, until after the building plans, specifications, and plot plans, showing the location of said residence, have been approved in writing as being in conformity and harmony with the external design, location, and size desired by the Corporation or its successors, and the appropriate Zoning Commission of the City of Horseshoe Bend, and until the procurement of a building permit from the City of Horseshoe Bend.

3. No temporary structure or temporary living quarters not in conformity with this Bill of Assurance shall be permitted for any period of time.

4. The dwelling unit must be a permanent structure and must have an exterior material composed of natural or stained wood, masonite, brick, rustic masonry, cut or native stone, glass, and roofs of cedar shake or composition asphalt or a combination of said materials, which materials shall be approved in the manner provided for in paragraph 2 hereof. All drives shall be paved with portland cement concrete. All areas with grades less than 15% shall be landscaped.

5. The dwelling unit must have at least 1200 square feet of floor space, including carport, with at least 1000 square feet of this as living space on the first floor level. The dwelling unit shall contain at least one bathroom. The dwelling shall have complete indoor toilet facilities of modern plumbing connected to a central sewage collection system, all modern electric wiring completed and installed, all of which shall be equal to or better than the code requirements published by the City of Horseshoe Bend 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 without written permission by at least two adjoining property owners and/or the City of Horseshoe Bend. In cases of approval, the plumbing and other mechanical items must still be permanently and completely enclosed. No residence shall be located on any lot nearer to the front line than 45 feet nor nearer to the rear lot line than 30 feet.

6. No residence or building shall be located nearer to the interior lot side line than a distance of 15 feet or ten percent (10%) of the average width of the lot whichever is greater, and in no event shall it be located nearer than 30 feet to the side line if the side line borders a public street or road. No fence enclosures shall be constructed between the street easements and the front portion of the constructed dwelling above the height of three (3) feet.

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 any thing ever be done which may or shall become an annoyance or nuisance to the neighborhood or area in general. Nor shall any trash or debris be permitted on the premises. No advertising signs of any kind may be placed or erected on any parcel of property without specific permission of the appropriate Zoning Commission of the City of Horseshoe Bend and Horseshoe Development Corporation or their 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 or any other type of improvements 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. 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.

12. 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.

13. 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 affect.

14. All Grantees, their successors and/or assigns under this Bill of Assurance shall be bound to make annual payment of Club dues, currently \$60.00, per year, to the Horseshoe Club Association for maintenance and improvements of the amenities and recreational facilities available to all property owner club members. Should Grantees, their successors and/or assigns fail to pay, or make, the required annual dues payments charged by the Horseshoe Club Association, said delinquent annual Club Association dues shall constitute a lien on Grantees lot until said delinquency is satisfied by the Grantees, his, her and/or their successors and/or assigns.

IN WITNESS WHEREOF, the Grantor by its duly authorized officer has hereto affixed his hand and seal on this 16th day of MARCH, 1976.

HORSESHOE DEVELOPMENT CORPORATION

By: 
CARROLL D. KEPNER, President

APPROVED:

HORSESHOE BEND PLANNING COMMISSION
CITY OF HORSESHOE BEND, ARKANSAS

By: 
Chairman

Date: March 16 - 76

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF IZARD) ss.

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 Carroll D. Kepner, respectively of Horseshoe Development Corporation, an Arkansas Corporation, and is duly authorized in his respective capacity to execute the foregoing instrument and for and in the name of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein contained and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this the 16th day of March, 1976.

My Commission Expires:

June 22, 1979

Peggy Ann Davis
NOTARY PUBLIC

CERTIFICATE OF RECORD

STATE OF ARKANSAS)
COUNTY OF IZARD) ss

I, PAUL WEAVER, Clerk of the Circuit Court and Ex-Officio Recorder for the County aforesaid, do hereby certify that the within and of instrument of writing was filed for record, in my office on this 22nd day of March, A.D., 1976 at 3 o'clock P.M. and same is now duly recorded in the acknowledgement and certificates thereon in Record Book 90 Page 185

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said court this 22nd day of March, 19 76

Paul Weaver Clerk