

Palisades Heights

Crystal Mt. Heights

11-14-88 4:35 p.m.

BEVERLY MASTERS
CITY CLERK
MAUMELLE, AR

Mo. Payton

PLAT AND BILL OF ASSURANCE AND DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS
(the "Bill of Assurance")

This Bill of Assurance made this 14th day of November, 1988, by The Maumelle Company (hereinafter referred to as "TMC"), DeHaven, Todd & Co., Michael G. Todd, John W. DeHaven, John T. Harmon, Linn Kempner and Elizabeth Williams (all of whom are hereinafter cumulatively referred to as the "Declarants").

WHEREAS, TMC and the other Declarants are the owners of the lands more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein word for word, all of which said property lies in the County of Pulaski, State of Arkansas, and it is deemed desirable that said property be now divided into building lots and streets as shown on the attached plat, and that said property be held, owned and conveyed subject to the protective covenants herein contained;

NOW THEREFORE, the Declarants, for and in consideration of the benefits to accrue to them, which benefits they acknowledge to be of value, have caused to be made a plat, hereto attached, showing surveys made October 14, 1988, signed by Robert D. Holloway, Registered Engineer, and said Declarants, and bearing a certificate of approval executed by the Maumelle Planning Commission, and showing the bounds and dimensions of the property now being subdivided into lots and streets; and said Declarants hereby donate and dedicate to the public hereafter an easement of way on, over and under the streets as shown on said plat to be used as public streets. In addition to the said streets, there are shown on said plat certain easements for drainage and utilities, which Declarants hereby expressly reserve to TMC, its designees, successors and assigns, for the erection, installation, construction and maintenance of poles, wires, lines and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cables and other utilities and other similar facilities; and storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility facility, service or function, whether above ground or underground; and for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by TMC, its successors and assigns, or which might create erosion or sliding problems, or change, obstruct, or retard drainage flow. Said utility easements shall also be subject to use by the owners of abutting lots for the sole purpose of installing and maintaining such underground electric and telephone service conductors as may be necessary to connect the service lines of said owners to the service pedestals installed by the said utilities.

The filing of this Plat and Bill of Assurance for record in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, will be a valid and complete delivery and dedication of the streets and easements subject to the limitations herein set out.

All of the lands embraced in said plat are sometimes referred to herein as the "Maumelle Heights Subdivision" or "Addition". However, the Addition is divided into four separate subdivisions in said plat which, as depicted on said plat, shall be forever respectively known as follows:

(i) Maumelle Heights Addition to the City of Maumelle, Arkansas;

(ii) Riverland Heights Single-Family Detached Addition to the City of Maumelle, Arkansas;

(iii) Palisades Heights Single-Family Detached Addition to the City of Maumelle, Arkansas; and

(iv) Crystal Mountain Heights Single-Family Attached Addition to the City of Maumelle, Arkansas;

and any and every deed of conveyance for any lot in said Addition describing the same by the number or numbers shown on said plat with respect to each such subdivision, shall always be deemed a sufficient description thereof.

The Declarants hereby reserve the right to use any surplus dirt in said streets for their own use and benefit and for the use and benefit of such persons, firms or corporations as they may specifically designate.

Said land herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants which shall be applicable to the Maumelle Heights Addition, the Riverland Heights Single-Family Detached Addition and the Palisades Heights Single-Family Detached Addition, but not applicable to the Crystal Mountain Heights Single-Family Attached Addition, subject to being amended or cancelled as hereinafter provided, with the exception of paragraphs 6 and 7 which shall be perpetual, shall be and remain in full force and effect for a period of Thirty (30) years from the date of recordation hereof, to-wit:

1. Land Use and Building Type. Said land herein platted shall be held, owned and used only as residential building sites, except as otherwise shown on said plat. The plat specifically provides for an area depicted as Marina Tract I and Marina Tract II. The Declarants hereby grant, bargain, sell and convey Marina

Tract I and Marina Tract II to the Maumelle Heights Property Owners Association (sometimes referred to herein as the "Property Owners Association" or the "Association") who may develop same as a marina for use by the public. The property owners association shall establish fees for use of the facility, which fees shall be used to defer the cost of construction or maintenance of the marina or may lease said marina to a private marina operator who shall operate same pursuant to guidelines established by the property owners association and incorporated in said lease. No structures shall be erected, altered, placed or permitted to remain on any residential building site other than a single detached single-family dwelling which shall not exceed two and one-half stories in height when seen from the front or principal street facade, a private garage for storage of passenger vehicles owned or used by residents, guesthouse, servants quarters, and other outbuildings incidental and related to residential use of the premises. The use and benefit of all the areas depicted as common areas on the plat are hereby expressly declared to be separate and private property to be owned, operated and maintained by the Maumelle Heights Property Owners Association. However, the Maumelle Heights Property Owners Association shall have the right, but not the obligation, to transfer said common areas and Marina Tract I and Marina Tract II to the City of Maumelle, Arkansas.

2. Architectural Control. No building shall be erected, placed or altered on any property in this Addition until the building plans, specifications, exterior color scheme and plot plan showing the location and facing of such building with respect to existing topography, adjoining streets, and finished ground elevations have been approved in writing by TMC; provided, that TMC shall have the right, by an instrument in writing, to create a Property Owners Association to be composed of not less than five individual or corporate property owners in this Addition and to transfer to such Association the full authority herein reserved to TMC. In the event TMC or any Property Owners Association hereinafter established fail to approve or disapprove any plans, specifications, exterior color scheme, or plot plan submitted to them as herein required within thirty days after such submission, this covenant shall be deemed to have been fully met by the person submitting such plans for approval. Nothing herein contained nor the required consent of the TMC or any Property Owners Association shall in any way be deemed to prevent any of the owners of property in this Addition from maintaining any legal action relating to improvements within this Addition which they would otherwise be entitled to maintain. TMC or any Property Owners Association, hereinafter established, shall be entitled to charge a reasonable fee for the services to be performed pursuant to this provision. TMC shall provide an opportunity for the transfer of architectural control to all lot owners in the Addition at or before such time as required by Federal or State law.

3. Minimum Principal Dwelling Size. On Lots 67 through 81 inclusive of Palisades Heights Single-Family Detached Subdivision and Lots 29 through 33 inclusive of Riverland Heights Single-Family Detached Subdivision, the square foot area of the residential portion of each principal structure shall be not less than 2,200 square feet of heated and cooled area. On each tract of Maumelle Heights Subdivision, the square foot area of the residential portion of each principal structure shall be not less than 3,000 square feet of heated and cooled area. On Lots 1 through 66 inclusive of Palisades Heights Single-Family Detached Subdivision and Lots 1 through 28 inclusive and Lots 34 through 49 inclusive of Riverland Heights Single-Family Detached Subdivision, the square foot area of the residential portion of each principal structure shall be not less than 2,000 square feet of heated and cooled area. Notwithstanding any other provision of this Bill of Assurance, TMC reserves the exclusive right to TMC or its assigns to amend this Bill of Assurance to place minimum principal dwelling sizes on lots to be platted of Crystal Mountain Heights Single-Family Attached Addition. The calculation of minimum square feet of heated and cooled area shall not include garages.

4. Building Location. No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No building shall be located nearer than a distance equal to ten percent of the width of the lot at the front building line, or ten feet, whichever is greater, to an interior lot line. No principal dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this paragraph, eaves, steps, balconies and open porches shall be considered as a part of the building but open terraces or patios without roofs shall not be so considered.

5. Lot Area and Width. No lot shall be subdivided without the written consent of TMC or Property Owners Association first had and obtained, except the TMC retains the express right to further subdivide and plat the Crystal Mountain Heights Single-Family Attached Addition and to establish additional lots therein.

6. Easements. Easements and rights-of-way are hereby expressly reserved to TMC, its designees, successors and assigns, in, on, over and under the Easement Area, as hereinafter defined, of each Lot for the following purposes: for the erection, installation, construction and maintenance of poles, wires, lines and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cable and other utilities and other similar facilities; and storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat and for any other public or quasi-public utility, service or

function, whether above ground or underground; and for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by TMC, its successors and assigns, or which might create erosion or sliding problems, or change, obstruct, or retard drainage flow. TMC and its agents, successors and assigns, after reasonable notice has been given, shall have the right at reasonable times to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved. TMC shall have the right, at the time of or after grading any street or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, but there shall be no obligation on it to do such grading or to maintain the slope. The term "Easement Area" as used herein, shall mean and refer to those areas on each Lot with respect to which easements are shown on a recorded subdivision plat relating thereto or if no easements are shown on any such plat, to a strip of land within the lot lines of each Lot ten (10) feet in width in the front and rear of the Lot and five (5) feet in width on each side; each distance being measured in each case from the Lot line toward the center of the Lot. No trees, incinerators, structures, buildings, pavement, or similar improvements, shall be grown, built or maintained within the area of such utility easements. No excavations within the area of such easements for the erection of any fences (wood, wire, stone or brick) or for any other purposes shall be made which would interfere with the installation, maintenance, repair and replacement of any utility service. In the event any such trees, incinerators, structures, buildings, fences, pavement or similar improvements shall be grown, built or maintained within the area of such easement, no utility will be liable for the destruction of same in the installment, maintenance, repair or replacement of any utility service located within the area of such easement.

7. Utilities. All owners of lots shall install and maintain in conformity with applicable code requirements and other regulations underground electric service entrance conductors and underground telephone service conduits and cables between the point of delivery of such utility service, as located by the utility company, and the point of use of such owner. All owners of lots shall dig and backfill in conformity with applicable code requirements and other regulations a ditch approximately four inches wide and eighteen inches deep from the point of service to the point of use for the installation of telephone service. Exposed overhead wires and cables for utility services and street lighting are prohibited in this Addition, provided, however, that light standards and/or towers for street lighting purposes may be erected, maintained and operated in, under and along the streets and public ways.

8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No commercial vehicles or inoperative vehicles may be stored on the premises or parked on the premises other than for making routine deliveries.

9. Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding, other than guesthouse and servants quarters, erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

10. Signs. No signs of any kind, unless required by federal, state or local law, shall be displayed to the public view on any building site, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring or oil or natural gas, shall be erected, maintained, or permitted upon any building site.

12. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised or kept on any building site, except that dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for any commercial purpose.

13. Obstructions. No obstruction shall be placed in the street gutter. Curbs shall be broken at driveway and driveway grades lowered to meet the gutter line not more than two inches above the gutter grade.

14. Property Lines and Boundaries. Iron pins have been set on all lot corners and points of curve, and all lot dimensions shown on curves are curve distances, and all curve data as shown on the attached plat are center line curve data. In the event of minor discrepancies between the dimensions or distances as shown on the attached plat and the actual dimensions or distances as disclosed by the established pins, the pins as set shall control.

15. Enforcement Rights. In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration

date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any lots in this Addition, or any utility company owning utility facilities in any utility or street easement, to prosecute any proceedings at law or in equity against a period or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations.

16. Amendments. Any and all of the covenants, provisions or restrictions set forth in this Bill of Assurance may be amended, modified, extended, changed or cancelled, in whole or in part, by a written instrument signed and acknowledged by the owner or owners of over fifty percent (50%) in area of the land in this Addition and the provisions of such instrument so executed shall be binding from and after the date it is duly filed for record in Pulaski County, Arkansas. The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land and shall remain in full force and effect unless and until amended or canceled as authorized hereinbefore.

17. Separability. Invalidity of any restriction set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof as set forth herein, but they shall remain in full force and effect.

18. Property Owners Association. Simultaneously with the filing of this Bill of Assurance, the Declarants have caused to be formed a non-profit corporation in which the owner of any property in the Addition agrees to become and shall be a member and membership in said corporation shall be limited to such owners. Said non-profit corporation may become the Property Owners Association provided for in paragraph 2, "Architectural Control" above, and the Articles of Incorporation of said corporation shall specify, among other purposes and duties of said corporation, the enforcement of all the restrictions, covenants and conditions contained in this Bill of Assurance and the maintenance, preservation and improvement of all parkways, recreational facilities and other public areas throughout the Addition and the transaction of such other business as may be permitted by law.

Any purchaser or owner of properties within said Addition agrees to pay to said corporation if and when formed, annual dues or assessments for such purposes, the amount of which may be fixed by its By-Laws or by lawful act of its Board of Directors (all of whom must be owners and residents of said Addition).

A lien shall exist and shall continue to exist on each lot in the Addition for the amount of the annual dues or assessments so fixed until the same is fully paid. Said non-profit corporation shall have the right, power and authority to add a penalty not to

exceed 20% for failure to pay such annual dues or assessments and to enforce the collection of all such dues, assessments and penalties, if not paid within a time to be fixed by it, by proceedings in the Chancery Court of Pulaski County, Arkansas, the same as other liens are enforced on lands located in said county and said lien shall cover and include said penalties and all costs incurred in enforcing same.

The Articles of Incorporation and By-Laws of said corporation shall provide that each purchaser or owner of a lot in said Addition shall be entitled to one vote at all elections and on all other matters that may come before a meeting of the members, provided that if any member of said corporation shall be the purchaser or owner of more than one lot in said Addition, he shall be entitled to as many votes as the number of lots purchased or owned by him. Declarants shall be entitled to and obligated to accept membership in said corporation and shall pay dues or assessments with respect to the unsold lots in said Addition.

Among other provisions of the By-Laws of the Association which may be adopted by the Declarants, the following shall apply: (1) the Association must be legally established before building permits are granted; (2) membership and fees in the Association are mandatory for each owner; (3) the common area restrictions set forth in this Bill of Assurance are permanent and are not limited for any period of years; (4) the Association is responsible for the maintenance of recreational and other common facilities owned by the Association and shall be responsible for all liability insurance, local taxes and other public assessments. However, the Association reserves the right at any time to abrogate these responsibilities by transferring the common property to the City of Maumelle, if the City of Maumelle will accept such facilities and common property; (5) owners must pay their prorata share of the initial cost of the common area; the maintenance assessment levied by the Association is stipulated herein as a potential lien on the property of the owners; and (6) the Association shall be able to adjust the assessment of the Association members to meet changed needs of the Association.

19. Landscape Restrictions. No living tree having a diameter of six inches or more (measured from a point two feet above ground level) shall be removed from any lot without the express written authorization of TMC or any property owners association, hereafter established.

20. Annexation of Additional Lands. The property described on Exhibit "A" is a portion of a larger area of land owned by some of the Declarants. TMC, on behalf of said Declarants, intends, but shall not be obligated, to cause additional portions of such larger area of land to be subjected to the terms of this Bill of Assurance (with certain changes affecting such additional

portions). TMC may, from time to time, annex additional lands to the property described on Exhibit "A", and thereby subject the same to the within restrictions (with certain changes as TMC may determine) by the execution and filing for recordation in the Office of the Circuit Clerk and Ex-officio Recorder of Pulaski County, Arkansas of an instrument expressly stating intentions so to annex and describing such additional lands to be so annexed and the covenants and restrictions applicable thereto. Each property owner, by the act of becoming such, shall be taken to have acknowledged and agreed that the property described in Exhibit "A" and such property as may be so annexed shall be the only property subject to the restriction contained herein.

21. Weeds and Refuse. Once the streets and utilities to a Lot have been completed to enable the construction of a residence, no lot-owner in the Addition shall permit any weeds, underbrush, or other unsightly growths to remain upon any part of the lot-owner's lot and no refuse pile or unsightly objects shall be allowed to be placed on or suffered to remain anywhere on the Lot. Until all houses have been built in the Addition, TMC shall retain the right, after notice to the lot-owner to remove or clean-up any such growths, refuse or objects, to remove or have same removed and to assess a reasonable charge therefor against the lot-owner, which charge shall constitute a lien against such lot-owner's Lot until the same is paid in full. TMC, its designees, successors and assigns, shall have the right, power and authority to enforce the collection of any such charges, if not paid on demand, by proceeding in the Chancery Court of Pulaski County, Arkansas, the same as other liens are enforced on lands located in said county and said liens shall cover and include all costs incurred in enforcing same, including a reasonable attorney's fee.

THE MAUMELLE COMPANY


BY: 

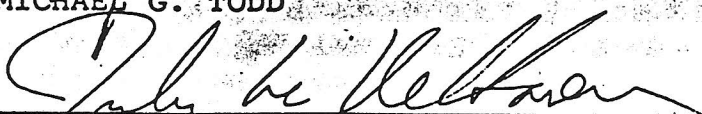
TITLE: Partner

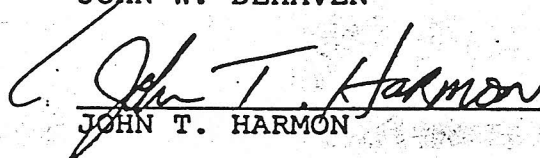
DEHAVEN, TODD & CO.

BY: 

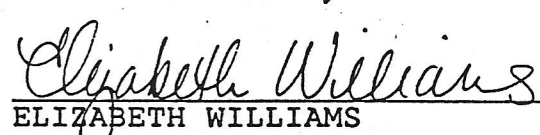
TITLE: Equal Partner


MICHAEL G. TODD


JOHN W. DEHAVEN


JOHN T. HARMON


LINN KEMPNER


ELIZABETH WILLIAMS

STATE OF ARKANSAS
COUNTY OF PULASKI

ACKNOWLEDGEMENT

On this day, before me personally appeared John W. DeHaven
President to me personally well known, who acknowledged that he was the
of The Maumelle Company, a corporation, and
that he, as such officer, being authorized so to do, had executed
the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by themselves as such
officers.

WITNESS my hand and official seal this 14th day of
November, 1988.

Lisa D. Lee
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-20-89

STATE OF ARKANSAS
COUNTY OF PULASKI

ACKNOWLEDGEMENT

On this day, before me personally appeared John W. DeHaven
to me personally well known, who acknowledged that he was the
General Partner of DeHaven, Todd & Co., a partnership, and
that he, as such officer, being authorized so to do, had executed
the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by themselves as such
officers.

WITNESS my hand and official seal this 14th day of
November, 1988.

Lisa D. Lee
Notary Public

MY COMMISSION EXPIRES:

9-20-89

STATE OF Arkansas
COUNTY OF Pulaski

ACKNOWLEDGEMENT

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting Michael G. Todd, to me well known, and acknowledged that he had executed the same for the considerations and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 14th day of November, 1988.

Lisa L. Lee
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-20-89

STATE OF ARKANSAS
COUNTY OF PULASKI

ACKNOWLEDGEMENT

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting John W. DeHaven, to me well known, and acknowledged that he had executed the same for the considerations and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 14th day of November, 1988.

Lisa L. Lee
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-20-89

BILL OF ASSURANCE/ 12
MHBOA11.14.88

STATE OF ARKANSAS
COUNTY OF PULASKI

ACKNOWLEDGEMENT

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting John T. Harmon, to me well known, and acknowledged that he had executed the same for the considerations and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 14th day of November, 1988.

Lisa L. Lee
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-20-89

STATE OF ARKANSAS
COUNTY OF PULASKI

ACKNOWLEDGEMENT

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting Linn Kempner, to me well known, and acknowledged that he had executed the same for the considerations and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 14th day of November, 1988.

Lisa L. Lee
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-20-89

BILL OF ASSURANCE/ 13
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STATE OF ARKANSAS
COUNTY OF PULASKI

ACKNOWLEDGEMENT

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting Elizabeth Williams, to me well known, and acknowledged that she had executed the same for the considerations and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 14th day of November, 1988.

Lisa L. Lee
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-20-89

BILL OF ASSURANCE/ 14
MHBOA11.14.88

MAUMELLE HEIGHTS SUBDIVISION
1. MAUMELLE HEIGHTS 2. RIVERLAND HEIGHTS
3. PALISADES HEIGHTS 4. CRYSTAL MOUNTAIN HEIGHTS
SPECIFIC REQUIREMENTS

HOUSE HEIGHT: 2 1/2 stories maximum (not including basement)

HOUSE SIZE: Lots # 67 - 81 inclusive of Palisades Heights and Lots # 29 - 33 inclusive of Riverland Heights shall not be less than 2,200 sq. ft. of heated and cooled space.
Lots #1 - 66 inclusive of Palisades Heights and Lots #1 - 28 inclusive and Lots # 34 - 49 inclusive of Riverland Heights shall not be less than 2000 sq. ft. of heated and cooled space.
Each tract of Maumelle Heights shall not be less than 3000 sq. ft. of heated and cooled space.

SET BACKS: 25 feet from street (front and sides)
25 feet back yard
10% of front lot width or 10 feet, whichever is greater, side yards

FENCING: No chain link fencing allowed.
No fencing allowed beyond front structure line.

LANDSCAPE: Sod shall be placed in front and side yards and twenty (20) feet beyond back line of building.
No trees greater than six (6) inches in diameter shall be removed beyond the building line.

GARAGE: Minimum two (2) car garage.

I hereby acknowledge that I have read, and fully understand, these Specific Requirements of the Bill of Assurance for the above mentioned subdivision as previously filed with the Maumelle City Clerk's Office.

Signature of Applicant

Date