

CURVE NO. 1
 A = 90° 38' 15"
 T = 75.84'
 R = 76.0'
 D = 76.4°
 L.C. = 106.65'
 Arc. L.E. 118.64'

CURVE NO. 2
 $\Delta = 50^{\circ} 44' 24''$
 T = 100.63
 R = 212.22
 D = 27.00
 L.C. = 181.86
 Arc E 187.94

CURVE NO. 3
 A = 48° 15' 05"
 T = 300.00'
 R = 669.85'
 D = 8.5541°
 L.C. = 547.59'
 Arg. L = 564.11'

CURVE NO. 4
 $\Delta = 33^{\circ} 53' 17''$
 $T = 240.12'$
 $R = 788.15'$
 $D = 7.2702^{\circ}$
 $LC = 459.39'$
 $Arcl. L = 466.16'$

I.P.(S) NE Corner
NW 1/4, NW 1/4
Section 22

ARKANSAS KRAFT CORP.

KRAFT CORP.

1352.35'

TRACT "A" - Reserved

Green Area

NORMAL WATER LEVEL 350.40

NORMAL WATER LEVEL 350.40

四

BECKI 587° 43' W. 637.01 COUE

LP (S) SW Corner
NE 1/4, NW 1/4
Section 22

84445
Mail Tax Statement To:Bill of Sale
143 Plat A
Section 44AMENDMENT

CERTIFICATE OF RECORD
STATE OF ARKANSAS COUNTY OF WHITE
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD
AND IS RECORDED AS STAMPED HEREON.
DATE 10-6-11 TIME 11:10AM
BOOK PAGE
TAMI KING, WHITE COUNTY CIRCUIT CLERK

Tami King

KNOW ALL MEN BY THESE PRESENTS ;

THAT I, Richard M. Dick Finch, allotter of Sylvia Finch's Misty Mountain Subdivision recorded in Plat Book A, Page 101, at the Office of the Circuit Clerk and ex-officio recorder of White County, Arkansas, do hereby create a property owner's committee as per paragraph three (3), Volume 144, Page 497 of Misty Mountain Bill of Assurance.

This committee of three will manage the affairs and has all authority, rights, privileges and duties reserved by the allotter originally.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS INSTRUMENT THIS 29th day of September, 2011.

Richard M. Dick Finch

ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On this day personally appeared before me Richard M. Dick Finch, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose herein contained.

WITNESS my hand and official seal this 29th day of September, 2011.

Laura Finch Gregorie
County of Pulaski
Notary Public - Arkansas
My Commission Exp. 06/27/2015

Laura Finch Gregorie
Notary Public

My Commission Expires:

6-27-2015

EXTENSION TO COVENANTS

Know All Men By These Presents:

That the Sylvia Finch Misty Mountain Subdivision Bill of Assurance (Vol. 144, Page 501) is hereby amended as follows:

Paragraph 24, Duration. These covenants, restrictions, and provisions shall remain in full force and effect until January 1, 2048, unless otherwise provided herein.

No other changes are noted in this paragraph or document.



L202111479

Date: July 26, 2021

RECORDED: 07-27-2021 02:26:50 PM

Tami King, Circuit Clerk

BK: MISC 2021

WHITE CO, AR FEE \$15.00

PG: 7180-7180

Board Members:

Jason Glass

Jason Glass

Jim Joyner

Jim Joyner

Doug Manasco

Doug Manasco

Chris Joyner

Chris Joyner

John Griffin

John Griffin

ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF WHITE

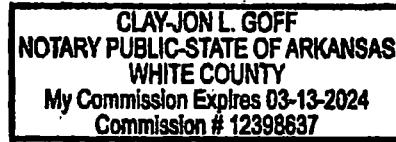
BEFORE ME, Clay-Jon L. Goff, THE UNDERSIGNED NOTARY, PERSONALLY APPEARED JASON GLASS, JIM JOYNER, DOUG MANASCO, CHRIS JOYNER, AND JOHN GRIFFIN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 26th DAY OF JULY, 2021.

Notary Public

My Commission Expires:

3-13-24



This document prepared by:

Chris Joyner
144 Laura Lane
Searcy, Arkansas 72143

Know All Men By These Presents:

That the Sylvia Finch Misty Mountain Subdivision
Bill of Assurance (Vol. 144, Page 497) hereby
amended as follows:

Paragraph 4, Page 3, to read only at the
discretion of the allotter will any lot be subdivided.

Date: 10-1-05


Dick Finch
Owner and Allotter

STATE OF ARKANSAS
COUNTY OF WHITE

THE ABOVE WAS SWORN AND SUBSCRIBED TO BEFORE ME,
A COUNTY CLERK, THIS THE 29th DAY OF NOVEMBER 2005.

COUNTY CLERK, TANYA BURLESON


MY COMMISSION EXPIRES 12-31-2006

Pat
PREPARED BY:
R.M. FINCH
P.O. BOX 22264
LITTLE ROCK, AR 72221

CERTIFICATE OF RECORD
State of ARKANSAS County of White
I hereby certify that this instrument was FILED FOR RECORD
and is RECORDED on the DATE and TIME and in the BOOK
and PAGE as stamped hereon
DATE 11-29-05 TIME 8:25 AM
BOOK 11014 PAGE 1

TAMI KING WHITE COUNTY CIRCUIT CLERK & RECORDER
Margie Alton, S.C.

B I L L O F A S S U R A N C E

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, DICK FINCH (hereinafter called "ALLOTTER"), is the sole owner of the following described land lying in the County of White, State of Arkansas, to-wit:

SYLVIA FINCH MISTY MOUNTAIN SUBDIVISION

LEGAL DESCRIPTION

All that part of the NW $\frac{1}{4}$ of Section 22, and the SW $\frac{1}{4}$, SW $\frac{1}{4}$, of Section 15, both in T-7-N: R-9-W, White County, Arkansas, that lies South of Lake Barnett, less and except the SE $\frac{1}{4}$, NW $\frac{1}{4}$, of Section 22, T-7-N: R-9-W; said Lake Barnett property being described as that portion of said NW $\frac{1}{4}$, and SW $\frac{1}{4}$, SW $\frac{1}{4}$, that lies below elevation 350.5 feet Mean Sea Level datum, plus 100 feet horizontally on the upgrade side of said 350.5 feet elevation line, except that the said 100 feet boundary line shall not exceed elevation 378.00 Mean Sea Level. The described tract of land contains 80 Acres more or less.

AND, WHEREAS, it is desirable that the above-described property be subdivided as shown on the attached plat filed herewith, subject to the protective covenants herein contained;

NOW, THEREFORE, the Allotter, for and in consideration of the benefits accruing to it, its successors and assigns, which benefits are acknowledged to be of value, has caused said tract of land to be surveyed by W. William Graham, Jr. P.E., R.L.S., and a plat thereof made, which is identified by the title Sylvia Finch Misty Mountain, a subdivision of White County, and dated December 29, 1992, and by the signature of said Engineer and the Allotter, and is of record in the office of the Circuit Clerk and ex-officio recorder of White County, Arkansas, in Plat Book A, page 101, and does hereby make this Bill of Assurance.

Allotter hereby donates and dedicates to the public an easement on, over, and under the roads on said plat to be used as public roads.

FOR Amendment SEE MISC 2005-11014

TAMI KING, CLERK BY

FILED FOR RECORD

FOR Amendment SEE MISC 2005-11014
TAMI KING, CLERK BY Margie Altom, D.C.

THIS THE 5 DAY OF January
1993, AT 10:28 O'CLOCK A.M.

Alice Barker, Circuit Clerk & Recorder

By Karen Cherry, D.C.

FOR MISC SEE MISC 2005-11014
TAMI KING, CLERK BY Margie Altom, D.C.

FOR Amendment
See MISC Book 155, page 334
Alice Barker, Clerk

*Amendment
SEE MISC Book 1992, page 6514
Alice Barker, Clerk & Recorder
Tami King, Clerk*

*Amendment
SEE MISC Book 1992, page 6514
Alice Barker, Clerk & Recorder
Tami King, Clerk*

*Amendment
SEE MISC Book 1992, page 6514
Alice Barker, Clerk & Recorder
Tami King, Clerk*

*Amendment
SEE MISC Book 1992, page 6514
Alice Barker, Clerk & Recorder
Tami King, Clerk*

*Amendment
SEE MISC Book 1992, page 6514
Alice Barker, Clerk & Recorder
Tami King, Clerk*

*Amendment
SEE MISC Book 1992, page 6514
Alice Barker, Clerk & Recorder
Tami King, Clerk*

In addition to said roads, there are shown on said plat certain easements for drainage and utilities which Allotter hereby donates and dedicates to and for the use by public utilities, the same being, without limiting generality of the foregoing, cable TV, electric power, gas, telephone, water and sewer, and cable TV, with the right hereby granted to the persons, firms, or corporations engaged in the supplying of such utilities to use and occupy such easements, and to have free ingress thereto and egress therefrom for the installations, maintenance, repair, and replacement of such utility services.

The filing of this Bill of Assurance and Plat shall be a valid and complete delivery and dedication of the roads and easements subject to the limitations herein set forth.

The lands embraced in said plat shall forever be known as lots 1 thru 21, 23 thru 34 and Tract A of Sylvia Finch's Misty Mountain Sub-division and any and every deed of conveyance of any lot or tract in such addition describing the same by the number and description shown on said plat shall always be deemed a sufficient description thereof.

The Allotter hereby reserves the right to use any surplus dirt in said roads for its own use and benefit and for the use and benefit of any other person, firm, or corporation, as it may specifically designate from time to time.

Said land herein platted and any interest therein shall be held, owned, and conveyed subject to and in conformity with the following covenants, restrictions, and conditions:

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. No structure shall be erected, altered, placed or permitted to remain on any residential building site other than a single detached, single-family dwelling. Provided, however, there may be constructed on any lot a private garage for storage of passenger cars owned or used by residents (storage of trucks other than pick-up trucks and passenger vans, being prohibited).

2/ Architectural Control. No building shall be erected, placed or altered

on any property in this addition until the building plans and specifications, and plot plan showing the location and facing of such building have been approved, in writing, by the Allotter. In the event the Allotter fails to approve or disapprove such plans and specifications within 30 days after the same have been submitted to it, such plans and specifications shall be deemed to fully meet the requirements of this covenant. Nothing contained herein shall in any way be deemed to prevent any owner of property in this subdivision from enforcing any legal rights which such owner may have as to any proposed improvements in this subdivision.

3/ Delegation of Authority. The Allotter may create a Property Owners' Committee composed of not less than three individual owners of property in this Subdivision. The Allotter shall designate the original members of this Committee and any vacancy occurring upon such Committee shall be filled by a person designated by a majority of the then members of the Committee. The Allotter shall have the right, by a written instrument recorded in the office of the Recorder of White County, Arkansas, to delegate and transfer to such Committee all authority, rights, privileges, and duties reserved by the Allotter in this Bill of Assurance, including but not limited to architectural control, modification of set back requirements.

4/ Lot Area and Width. No lot shall be subdivided.

5/ Minimum Principal Dwelling Size. No residence shall be constructed or permitted to remain on any building site in this Subdivision unless the finished heated living area, exclusive of porches, patios, carports, garages, breezeways, exterior stairways, porte-cocheres, and storage areas, shall equal or exceed 1,100 square feet for a one story structure; or, of a split level or multi-story structure, the minimum square feet for the entire residence shall be at least 1,500 with 1,000 feet on the main or entry/level floor.

6/ Setback Requirements. No residence shall be located on any lot nearer to the front lot line or nearer to the side lot line along a road, than the minimum building setback lines shown on the recorded plat; provided, such setback requirements may be modified if such modification is approved by the Allotter. No building shall be located nearer to an interior lot side line than a distance of twenty (20) feet. No principal building shall be located on any lot nearer than twenty (20) feet to the rear lot line. For

the purposes of this covenant, 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.

7/ Frontage of Residence on Roads. Any residence erected on any lot in this addition shall front or present a good front on the roads designated on the plat, and for this purpose as applied to all inside lots, it shall mean that the residence will front on the road as designated by the front building line, and on any corner lot it shall mean that the residence shall front or present a good front on both of the roads as designated by the front building lines.

8/ Commercial Structures. No buildings or structures of any type may ever be placed, erected, or used for business, professional trade, or commercial purposes on any portion of any lot, except that a subdivision sales office may be erected on any unsold lot. This provision shall not apply to any business or structure that may be placed on any lot or portion of a lot, which is used exclusively by a public utility company in connection with the furnishing of public utility service to this addition.

9/ Signs or Billboards Prohibited. The construction or maintenance of signs, billboards, advertising boards, or other similar structures on any lot is specifically prohibited, except that a sign advertising the sale or rental of a lot is permitted, providing it does not exceed six square feet in size. Any permitted sign shall not be nailed to a tree or other growth, but in all instances shall have its own support, and be neat in appearance. This paragraph does not prohibit the use of property by the Allotter for advertising purposes during the sales period.

10/ Outbuildings, Mobile or Sectional Structures, Trailers,

Storage, Prohibited. No trailer, Mobile Home, Sectional Structure or tent, shall be permitted, temporarily or permanently, and none of such outbuildings, shall be used for human habitation, temporarily or permanently.

11/ Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or part thereof, except that a reasonable number of dogs, cats, or other household pets may be kept; provided, they are not kept, bred, or maintained for commercial purposes.

12/ Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, ashes, or other refuse be

VOL 144 500

with permission of Allotter as set forth in paragraph 10 above, no existing, erected building or structure of any sort may be moved onto or placed on any lot in this addition; provided, however, this prohibition does not apply to a sales office used by the Allotter.

18/ Fences. No fence, wall, hedge, or mass planting shall be permitted to extend from the minimum front building setback lines established herein or from the side yard building lines, except upon approval by the Allotter. No fence, wall, or other structure shall be permitted along or near any property line without approval of the design, construction and materials by the Allotter.

19/ 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 chord distances, and all curve data as shown on the attached plat filed herewith is center line curve data. In the event of minor discrepancies between the dimensions or distances as shown on the attached plat and actual dimensions or distances as disclosed by the established pins, the pins as set shall control.

20/ Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the road property lines connecting them at points 50 feet from the intersection of the road lines, or in the case of a rounded property corner from the intersection of the road property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of the road property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. This paragraph shall not prevent the erection of special landscaping or road markers by the Allotter.

21/ Entrance Gates. Nothing contained herein shall prevent the construction by the Allotter of appropriate entrance gates to the addition.

22/ Right to Enforce. 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 lot or lots in this addition, or any utility company owning utility fac-

ilities in any utility or road easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing, or to recover damage for such violations.

23/ 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 50% in area of the land in this addition, including lands adjacent to any platted parts of this addition, owned by the Allotter. The provisions of such instrument so executed and approved shall be binding from and after the date it is duly filed for record in White 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 cancelled as authorized hereinbefore.

24/ Duration. These covenants, restrictions, and provisions shall be deemed covenants running with the land, and shall remain in full force and effect until January 1, 2020, unless otherwise provided herein.

25/ Separability. Invalidation of any restriction or provision set forth herein, or any part thereof, by any 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.

IN WITNESS WHEREOF, the said Allotter is authorized to execute this Bill of Assurance on this 29th day of December, 1992.

SYLVIA FINCH'S MISTY MOUNTAIN SUBDIVISION

By: Dick Finch
DICK FINCH, OWNER

thrown, placed, or dumped upon any vacant lot or roadside ditch or shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

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

14/ Cesspool. No leaching cesspool shall ever be constructed or used on any lot.

15/ Easements. Easements of way for roads as shown on the recorded plat have been donated and dedicated to the public along either side of the dedicated roadways a ten (10) foot easement is reserved for the use of persons, firms, or corporations engaged in supplying electric power, gas, telephone, water, sewer and cable television shall have the right to use said easements for the installation, maintenance, repair, and replacement of such utility services. Other easements for the installation, maintenance, repair and replacement of utility services and drainage have been reserved, said easements being of various widths, reference being made to the recorded plat for a more specific description of width and location. The agents, servants, and employees of any parties giving any utility service shall have the right of ingress to and from and in, over, and across said easements, and no improvements, trees, incinerators, fences or other hindrances shall be placed upon such easement areas that will interfere with the operation and maintenance of such utility services. In the event such improvements, trees, fences or other hindrances are grown, built, or maintained within the areas of such easements, no utility shall be liable for the destruction or repair of same.

16/ Drainage Structures. No drainage structures or outlets of any type shall be permitted on any lot, so as to prevent damage to any other property owner.

17/ Existing Structure. Subject only to the temporary use permitted

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) SS
COUNTY OF PULASKI)

On this 29th day of December, 1992, before me, the undersigned Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Dick Finch to me personally well known, who stated that he was the owner and was duly authorized in his capacities to execute the foregoing instrument and further stated and acknowledged that he 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 official seal on this 29th day of December, 1992.



Martha Swilbush
NOTARY PUBLIC

My commission expires:

10/1/2001