

BILL OF ASSURANCE
THE BLUFFS ON SPRING RIVER SUBDIVISION
McFADDEN ADDITION
FULTON COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That Biggers Bluff Corporation, hereinafter referred to as "the Developer," holds title to the following described lands in Fulton County, Arkansas, to-wit:

Block One (1) of McFadden Addition; Plat filed in Plat Book 4, Page 165 of the Records of the Circuit Court Clerk and Ex-Officio Recorder of Fulton County, Arkansas:

A part of the Southwest Quarter (152 acres), a part of the Southwest Quarter Northwest Quarter (2.8 acres) and part of the Southeast Quarter (87 acres) of Section 29; a part of the Southeast Quarter Southeast Quarter (6.0 acres) Section 30; a part of the Northeast Quarter Northeast Quarter (2.5 acres) Section 31; a part of the North Half Northwest Quarter (42.0 acres) and part of the Northwest Quarter Northeast Quarter (12.0 acres) in Section 32, all in Township 20 North, Range 5 West, Fulton County, Arkansas, to wit: From the Northeast corner of Section 32, Township 20 North, Range 5 West run South 84°45'23" West 1269.7 feet to the point of beginning; then run South 58°35' West 1613.0 feet; then run South 84°45' West 1717.3 feet; then run North 11°00' East 5.0 feet; then run North 79°00' West 941.5 feet; then run North 21°09' East 111.1 feet; then run North 66°17' West 727.3 feet to the centerline of an existing County Road; then run along said centerline of road as follows: North 00°05' East 254.8 feet, North 21°04' East 209.8 feet, North 25°56' East 545.0 feet, North 19°08' East 401.6 feet, North 40°40' East 418.2 feet, North 30°20' East 158.0 feet, North 13°47' East 375.6 feet, North 24°09' East 201.6 feet, North 14°08' East 362.7 feet, North 24°46' East 137.8 feet, North 34°12'30" East 709.6 feet; then leaving said centerline of road, run South 03°48' East 536.0 feet; then run North 86°22'16" East 2930.8 feet; then run South 03°09'22" East 1270.6 feet; then run South 03°51' East 1353.5 feet to the point of beginning, containing 304.3 acres in all, and being subject to a 25 foot Road Easement and a 10 foot Utility Easement as shown on the Plat of Survey hereon; AND

Block Two (2) of McFadden Addition; Plat filed in Plat Book 4, Page 163 of the Records of the Circuit Court Clerk and Ex-Officio Recorder of Fulton County, Arkansas:

607

A part of the Northeast Quarter and Part of the Northeast Quarter of the Southeast Quarter of Section 31 (141.94 acres) and part of the Northwest Quarter of Section 32 (80.3 acres) all in Township 20 North, Range 5 West, Fulton County, Arkansas, to-wit: From the Northeast corner of said Section 32, Township 20 North, Range 5 West, run South 84°45'23" West 1269.7 feet; then run South 58°35' West 1613.0 feet to the point of beginning; then run South 05°11" East 600.0 feet; then run South 85°53'37" West 1354.25 feet; then run South 05°42'32" East 1335.36 feet; then run South 85°40'45" West partway along centerline of an existing road 1342.04 feet; then run South 06°13'29" East 1340.78 feet; then run South 85°42' West 1317.6 feet; then run North 03°38' West 1243.2 feet to the centerline of a County Road; then along said centerline as follows: North 82°45' West 61.9 feet, North 44°05' West 436.7 feet, North 64°54' West 236.3 feet, South 74°57' West 275.6 feet, North 70°32'30" West 485.8 feet, North 01°07' East 214.7 feet, North 29°54' East 311.6 feet, North 11°29' East 333.4 feet; then leaving said centerline of Road, run South 84°58'50" West 345.7 feet; then run North 05°30'34" West 1305.7 feet; then run North 83°51'55" East 138.9 feet to the centerline of an Existing County Road; then along said Road centerline as follows: South 53°00' East 192.8 feet, South 23°39' East 135.5 feet, South 05°32' East 740.0 feet, South 09°35' East 290.6 feet, North 72°25' East 196.1 feet, North 54°29' East 276.2 feet, North 49°09' East 382.2 feet, North 53°59' East 151.8 feet, North 46°08'30" East 805.1 feet, North 36°53' East 163.1 feet, North 17°09' East 156.8 feet; then leaving said Road Centerline, run South 66°17' East 727.3 feet; then run South 21°09' West 111.1 feet; then run South 79°00' East 941.5 feet; then run South 11°00' West 5.0 feet; then run North 84°45' East 1717.3 feet to the point of beginning, containing in all, 222.24 acres and being subject to 25 foot Road Easements and 10 foot Utility Easements as shown hereon.

The Developer has caused said land to be surveyed and subdivided as a Subdivision. Said Subdivision has been named and shall henceforth be known and designated as The Bluffs on Spring River Subdivision, McFadden Addition, Fulton County, Arkansas, and such addition contains one (1) block (Block 1) of 80 lots, numbered 1 through 80, inclusive, and one (1) block (Block 2) of 59 lots, numbered 1 through 59 inclusive, for a total of two (2) blocks. The Developer has caused said Subdivision Addition to be platted, which plats reflect the location of said lots and their dimensions

008 /

as well as the location and widths of the streets which have been dedicated to the public, unless otherwise indicated upon the plats aforesaid. The plats are recorded in Plat Book 4 at Pages 163 and 165 in the office of the Circuit Clerk and Ex-Officio Recorder in and for Fulton County, Arkansas, and said plats are by reference made a part of this Bill of Assurance and this Bill of Assurance is likewise made a part of the plats aforesaid as fully as though written thereon word for word.

As part of this Bill of Assurance, certain safeguards, restrictions and provisions hereinafter referred to as "Subdivision Restrictions and Provisions" are hereby placed on the lots of said Subdivision.

SUBDIVISION RESTRICTIONS AND PROVISIONS

I. INTENT AND PURPOSES.

It is the desire and intent of the Developer to place certain safeguards, restrictions and provisions upon all of the lots situated in said Subdivision for the use and benefit of the future owners of said property; therefore, in consideration of the premises and in consideration of the mutual agreements herein made and set forth, the Developer, its successors, assigns and grantees, and for its successors in title, do hereby agree that all lots in The Bluffs on Spring River Subdivision, McFadden Addition, Fulton County, Arkansas, shall be, and they are hereby, restricted as to their use in the manner and to the extent hereafter set forth, and likewise all provisions relative thereto as hereafter set forth shall fully apply as to all such lots.

609

All persons, firms and corporations who now own, or who shall hereafter acquire any interest in any of the lots mentioned herein, or affected hereby, shall be bound by the restrictions and provisions herein set forth, with the same force and effect as though they had joined in the execution of this instrument, it being the intention of the Developer that all restrictions and provisions set forth herein shall be held to be covenants running with the land, binding upon all persons interested in said lots throughout the whole period of time for which these restrictions and provisions shall remain in effect.

II. SUBDIVISION RESTRICTIONS.

A. Land Use:

All lots shown upon the plats aforesaid are hereby designated as single family residential lots, and shall not be otherwise used for any other purpose including the practice of any profession or the carrying on of any commercial business of any kind.

B. Approval of Plans:

No building, dock or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and topographical site plan showing the location of the purposed structure shall have been presented to and approved in writing by the Developer as to quality of workmanship and material, structural design and appearance, harmony of external design with the existing structures, and as to location with respect to property, topography and finish grade elevation. This provision applies also to any dock adjacent to a lot.

010

C. Completion of Buildings:

The exterior of any structure erected on or moved upon any lot shall be completed within one year after construction has begun, and the interior of any structure erected on or moved upon any lot shall be completed within twelve months after construction has begun.

D. Area Limitations:

No residence shall be erected on any lot which shall have a heated floor space of less than 500 square feet exclusive of any portion thereof used for a garage or for an outside porch unless written approval is obtained from the Developer.

E. Resubdivision:

No lot as shown on said plats shall be resubdivided into building plots; but a portion of a lot may be used in connection with an adjoining lot and the total considered as a single building plot.

F. Setback Limitations:

No building shall be located on any lot nearer than 40 feet from the front lot line or nearer than 5 feet from any interior side lot line or nearer than 20 feet from the back lot line. For purposes of this covenant, roof overhangs, steps, stoops and other usual architectural projections shall not be considered as a part of the building and are specifically excepted herefrom.

G. Temporary Structures:

No structures of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be

611

constructed or placed on any lot without approval by the Developer, nor shall any such structures be used on any lot at any time as a residence either temporarily or permanently. A mobile home is permitted to be placed upon a lot within this addition so long as such mobile home is not more than five years old from its manufacturing date and is underpinned with approval of Developer, or if permitted by the Developer in writing otherwise.

H. Livestock and Poultry:

No beehives or the breeding or raising of any insects, reptiles, animals, livestock or poultry of any kind shall be permitted on any lot except that dogs and cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided that they will not, in the opinion of the Developer, constitute an annoyance to the neighborhood.

I. Maintenance of Property:

All owners agree to maintain their respective lots in a neat and acceptable manner, which shall include, but not be limited to, the prompt removal of rubbish, trash, garbage or other waste materials and the trimming, at reasonable intervals, of the trees, shrubs and lawns. In the event of the failure or refusal of owners to so maintain their property properly, the Developer reserves the right to so maintain the lots in an acceptable manner and charge the costs and expenses to the owners, and upon refusal or neglect to pay same, said charges shall become a lien upon the said lots. All owners of lots and their guests shall maintain current

612

registration for all vehicles parked upon any of the premises described herein.

J. Water Provisions:

All owners of lots herein provided hereby agree to pay the current charge for water hookup and monthly water payments as set by the Bluffs Water Company. In addition, the Developer, for itself and its successors and assigns, hereby reserves and is given an assignable, perpetual, alienable and releasable easement, privilege and right on, over and under all property described herein to erect, maintain and use conduits, water mains and water lines and other suitable equipment and structures for the installation, maintenance, transmission and use of water and other conveniences or utilities on, over and under said property.

III. GENERAL PROVISIONS.

A. Modifications:

The Developer reserves the right to change or cancel any or all of these restrictions, if, in its judgment, that course of action is deemed necessary or advisable.

B. Term:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them from the date these covenants are recorded.

C. Enforcement:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate

613

any covenant which proceedings may be brought either to restrain violation or to recover damages.

D. Severability:

Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force.

IN WITNESS WHEREOF, the Developer, by its duly authorized President and Secretary, hereby set their hands and seals this 17th day of April, 1990.

BIGGERS BLUFF CORPORATION, Developer

BY: Wayne J. Watkins
Wayne J. Watkins, President

ATTEST:

Carroll Caldwell
Carroll Caldwell, Secretary

614

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Now, on this day, before me, a Notary Public, duly commissioned, qualified and acting, in and for the said County and State, appeared in person the within named Wayne L. Watkins and Carroll Caldwell, to me personally well-known, who acknowledged that they were the President and Secretary of Biggers Bluff Corporation, a corporation, and that they, as such officers, being authorized so to do, had executed the foregoing instrument in the capacities and for the purposes therein mentioned and set forth, by signing the name of the corporation by themselves as such officers.

WITNESS my hand and official seal on this 17th day of April, 1990.

Paul E Hopper
Notary Public

My Commission Expires: 7/4/92



FILED
OFFICE OF THE
FULTON COUNTY CLERK

Dated 5-24-90
Gene Maguffee, Clerk

BOOK 14
Page 606

8:07am