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95 030434

AMMENDMENTS TO
PLAT AND BILL OF
ASSURANCE

STURBRIDGE SUBDIVISION
BENTONVILLE, AR

- (1) All structures built in Sturbridge Subdivision must be 3/4 (three-fourths) brick veneer.
- (2) All structures built in Sturbridge Subdivision must have architectural composition shingles on the roof.

Our signatures as property owners are hereby attached:

Philip R. Wenzinger
Mr. Eric J. Creech
William J. Jessly
Dawn P. Jessly
Larry D. Cushman
Dean Anthony
Jerry Martin
RCD, LLC
John S. Pees

FILED FOR RECORD
At 3:00'clock P M

MAY 15 1995

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

Bronson Title

April 1995

12/53

executed by the Bentonville Planning Commission, and showing the boundaries and dimensions of the property platted as Sturbridge Subdivision. This Amended and Substituted Plat shall replace and be substituted for the Original Plat. The lands embraced in this Amended and Substituted Plat shall be forever known as Lots 1 through 109, Sturbridge Subdivision, an addition to the City of Bentonville, Arkansas and any and every deed of conveyance of any lot in the subdivision describing the same by the numbers shown on said Amended and Substituted Plat shall always be deemed a sufficient description thereof.

The Developer hereby donates and dedicates to the public an easement of way on, over and under the streets on said Amended and Substituted Plat to be used as public streets. In addition to the said streets, there are shown on said Amended and Substituted Plat certain easements for drainage, access and/or utilities which the Developer hereby donates and dedicates to and for the use of public utilities, the same being, without limiting the generality of the foregoing, electric power, gas, telephone, water, sewer and cable television 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 and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

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

All of the terms and conditions contained in paragraphs 1 through 31 of the Original Bill of Assurance remain in full force and effect.

EXECUTED this 19th day of September, 1994.

THE RCD COMPANY

By: 

John Rees, Member

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named John Rees, being a Member of THE RCD COMPANY, and who had been designated by said THE RCD COMPANY to execute the above instrument, to me personally well known, who stated he was a Member of said THE RCD COMPANY and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said THE RCD COMPANY, 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 seal this 19th day of September, 1994.

Ann Croay
Notary Public

My Commission Expires:

June 29, 2004



FILED FOR RECORD
At 11:05 O'clock AM

SEP 29 1994

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

94 070398
PLAT AND BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

THAT, THE RCD COMPANY, an Arkansas limited liability company (hereinafter called "Developer"), is the owner of the following described property lying in the City of Bentonville, Benton County, Arkansas:

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, T-20-N, R-31-W, Benton County, Arkansas, more particularly described as:

Commencing at the NE corner of the NW $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 25; thence S 00°36'35" E along the East line of said NW $\frac{1}{4}$, SE $\frac{1}{4}$ 385.27' to the Point of Beginning; thence continue S 00°36'35" E along the East line of said NW $\frac{1}{4}$, SE $\frac{1}{4}$ 935.25' to the SE corner thereof; thence N 89°22'25" W along the South line of said NW $\frac{1}{4}$, SE $\frac{1}{4}$ 1327.24' to the SW corner thereof; thence N 00°30'58" W along the West line of said NW $\frac{1}{4}$, SE $\frac{1}{4}$ 1135.45' to a point which is on the approximate 100 Year Floodplain line; thence along a meandering line following the approximate location of the 100 Year Floodplain the following courses: N 84°29'11" E 170.32'; S 88°49'17" E, 56.25'; S 36°50'53" E, 125.40'; S 14°23'15" E 80.53'; S 51°37'05" E 130.32'; S 58°42'06" E 123.11'; S 46°06'29" E 184.34'; N 45°53'02" E 37.10'; N 29°52'37" W 230.61'; N 36°06'16" W 111.12'; N 12°15'24" W 80.39'; N 24°53'23" E 40.98'; N 52°06'21" E 47.50'; N 77°58'42" E 136.20'; S 89°29'15" E 305.85'; S 76°49'12" E 91.00'; S 55°29'24" E 176.73'; S 37°06'21" E 180.73' to a point on the East line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the Point of Beginning, containing 33.41 Acres, more or less.

shown on the plat, hereinafter mentioned, as Lots 1-116, Sturbridge Subdivision to the City of Bentonville, Arkansas (the "Subdivision"); and

WHEREAS, Developer has cause to be incorporated Sturbridge Property Owners Association, Inc. (the "Association") for the purpose of administering the maintenance of any common area and amenities in the Sturbridge Subdivision; and

WHEREAS, all owners of lots within the Subdivision will be members of the Association provided for herein; and

WHEREAS, it is deemed advisable that all of the property shown on the plat hereinafter mentioned, be subdivided into building lots, and streets and shown on the plat filed herewith, and that said property be held, owned and conveyed, subject to the

City of Bentonville
11700 Central
Bentonville, AR 72712

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protective covenants herein contained, in order to enhance the value of the Subdivision.

NOW THEREFORE, the Developer, for and in consideration of the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value, has caused to be made a plat, showing a survey made by Patrick McGetrick, Registered Land Surveyor dated July 11, 1994, and bearing a Certificate of Approval executed by the Bentonville Planning Commission, and showing the boundaries and dimensions of the property now being subdivided into lots and streets (the "Plat").

The Developer hereby donates and dedicates to the public an easement of way on, over and under the streets 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, access and/or utilities which the Developer hereby donates and dedicates to and for the use of public utilities, the same being, without limiting the generality of the foregoing, electric power, gas, telephone, water, sewer and cable television 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 and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

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

The lands embraced in the Plat shall be forever known as "Lots 1-116, Sturbridge Subdivision, an Addition to the City of Bentonville, Arkansas" and any and every deed of conveyance of any lot in the Subdivision describing the same by the number shown on said Plat shall always be deemed a sufficient description thereof.

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

1. Definitions. The following words when used in this Bill of Assurance shall have the following meanings:

(a) "Association" shall mean and refer to Sturbridge Property Owners Association, Inc., its successors and assigns.

(b) The "Property" shall mean and refer to that property described hereinabove which is subject to this Bill of Assurance.

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(c) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all owners.

(d) "Lot" shall mean the numbered lots shown on the recorded Subdivision Plat filed herewith.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interests merely as security for the performance of an obligation.

(f) "Member" shall mean and refer to any owner who by virtue of holding fee simple title to any Lot is a member of the Association. If an owner holds title to more than one Lot then the owners shall hold memberships equal to the number of Lots owned.

(g) "Architectural Control Committee" shall mean the committee appointed pursuant to paragraph 3 hereof.

(h) "Board" shall mean the board of directors of the Association.

(i) "Developer" shall mean RCD Company, an Arkansas limited liability company.

(j) "Common Expense" means all expenses incurred by the Association for the construction, maintenance, repair, replacement, operation, management and administration of the Subdivision and the Common Area.

(k) "Assessment" means any amounts as are required by the Association for payment of the common expenses levied against the owners by the Association in accordance herewith.

2. Association. Every person, persons or entity who owns any Lot, including a builder or contractor, shall be a Member of the Association, and shall abide by its Articles of Incorporation and By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall be governed by its Articles of Incorporation and By-Laws.

3. Architectural Control Committee. (a) The Association shall have an Architectural Control Committee, consisting of at least three (3) and not more than five (5) members who shall be natural persons. As long as the Developer shall own twenty percent (20%) or more of the Lots, the Members of the Architectural Control Committee, and all vacancies, shall be appointed by Developer. When Developer no longer owns twenty percent (20%) of the Lots, the Members of the Architectural Control Committee, and all vacancies, shall be appointed by the Board.

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(b) No Improvement shall be constructed or maintained upon any Lot and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and site plans showing the exterior design, height, building material and color scheme, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee. A copy of the plans, specifications, and lot plans as finally approved shall be deposited with the Architectural Control Committee. No trees shall be removed without the prior written approval of the Architectural Control Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decisions of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

(c) The plans and specifications to be submitted and approved shall include the following:

- (i) A topographical plot showing existing contour grades and showing the location of all improvements, structures, walks, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any applicable change in the Lot contours is contemplated.
- (ii) Exterior elevations.
- (iii) Exterior materials, colors, textures and shapes.
- (iv) Structural design.
- (v) Landscaping plan, including mailboxes, walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover.
- (vi) Plan for mailboxes which shall be the same design throughout the subdivision.
- (vii) Parking area and driveway plan.
- (viii) Screening, including site, location and method.
- (ix) Utility connections.
- (x) Exterior illumination, including location and method.

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(xi) Fire protection system.

(xii) Signs, including size, shape, color, location and materials.

(d) Improvement shall mean and include all residences, buildings, and roofed structures, parking areas, fences, walls, hedges, mass plantings, poles, driveways, mailboxes, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any other new exterior construction or exterior improvement which materially alters the appearance of the property and which may not be included in any of the foregoing. The definition does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which does not materially change exterior colors or exterior appearances.

(e) Approval of plans and specifications shall be based on, among other things, adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants. The Architectural Control Committee shall establish certain architectural guidelines, which shall be approved by the Board (the "Architectural Guidelines"), and all plans and specifications must comply with Architectural Guidelines then in force and effect. However, the Architectural Control Committee may approve exceptions to the Architectural Guidelines by a unanimous vote. The current Architectural Guidelines shall be available at the office of the Association or the office of the Developer.

(f) A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed Improvements.

(g) If the Architectural Control Committee fails to approve, disapprove, or reject as inadequate proposed plans and specifications within thirty (30) days after submittal, they shall be deemed approved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them entirely, partially or conditionally approve.

(h) Neither the Developer, the Association, the Architectural Control Committee nor any of the its members shall be liable, in damages or otherwise, to anyone submitting plans and specifications for approval or to any other of land affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications.

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4. Covenant for Maintenance Assessments. (a) The Developer for each Lot owned within the Property shall be deemed to covenant and agree, and each Owner of any Lot by acceptance of a deed shall be deemed to covenant and agree, to pay to the Association annual assessments or charges and special assessments, together with interest and costs of collection, if any, which amounts shall be a charge on the land and shall be a continuing lien upon the Lot. Each assessment, together with interest, cost of collection and reasonable attorneys' fees, if any, shall also be the personal obligation of the Owner of a Lot at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessments or special assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

(b) The lien for assessments and special assessments shall be subject to and subordinate to the lien of any recorded first mortgage or Deed of Trust.

(c) Assessments shall be fixed by the Association in accordance with the Articles of Incorporation and By-Laws of the Association.

(d) Common Areas as defined herein shall be exempt from the assessments and liens of the Association.

5. Maintenance. (a) Owners and occupants (including lessees) of any part of the Property shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Property so owned or occupied including buildings, improvements and grounds in a well-maintained, safe, clean and attractive condition at all times. Maintenance includes, but is not limited to, the following:

(i) Prompt removal of all litter, trash, refuse, and waste.

(ii) Lawn mowing.

(iii) Tree and shrub pruning.

(iv) Watering.

(v) Keeping exterior lighting and mechanical facilities in working order.

(vi) Keeping lawn and garden areas alive, free of weeds, and attractive.

(vii) Keeping parking areas, driveways, and roads in good repair.

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(viii) Complying with all governmental health and police requirements.

(ix) Repainting of improvements.

(x) Repair of exterior damages to improvements.

(b) If, in the opinion of the Association any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may provide written notice of that failure, giving the Owner or occupant ten (10) days from receipt to perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within the ten-day period, then the Association through its authorized agent or agents shall have the right and power to enter into the premises and perform needed care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any part of the Property on which work is performed shall jointly and severally be liable for the cost of the work and shall promptly reimburse the Association for all costs. If the Association has not been reimbursed within thirty (30) days after invoicing, the indebtedness shall be a debt of all of the Owners and occupants jointly and severally, and shall constitute a lien against that portion of the Property on which work was performed. This lien shall have the same attributes as the lien for assessments and special assessments set forth in Paragraph 4, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

6. Use of Land. The land herein platted shall be held, owned and used only as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than a single detached single-family residence.

7. Delegation of Authority. The Developer has caused the formation of the Association. The Developer shall have the right, but not the obligation, by a written instrument recorded in the Office of the Recorder for Benton County, Arkansas, to delegate, convey and transfer to such corporation all authority, rights, privileges and duties reserved by the Developer in this Bill of Assurance.

8. Common Scheme Restrictions. The following restrictions are imposed as a common scheme upon all Lots for the benefit of each other Lot and may be enforced by any Owner or the Association through any remedy available at law or in equity.

(a) No garbage, refuse, rubbish, tree limbs, pine straw, leaves or cuttings shall be deposited on any street, road, or any Lot unless placed in a container suitable for garbage pickup.

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(b) No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Architectural Control Committee. Construction shall be promptly commenced and diligently prosecuted.

(c) No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street or road.

(d) Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents or the adjacent property.

(e) No animals or poultry shall be kept on any Lot except a reasonable number of ordinary household pets belonging to the household.

(f) No signs, plaques or communication of any description shall be placed on the exterior of any Lot by an Owner unless approved by the Architectural Control Committee.

(g) No nuisances shall be allowed in the Subdivision nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with their right of quiet enjoyment.

(h) No immoral, improper, offensive or unlawful use shall be made of the Subdivision or any part thereof, and all valid laws, zoning, by-laws and regulations of all governmental bodies having jurisdiction shall be observed.

(i) No portion of a Lot (other than the entire lot) may be rented, and no transient may be accommodated therein unless by consent of the Owner.

(j) No used or previously erected or temporary house, structure, house trailer or non-permanent outbuilding shall ever be placed, erected or allowed to remain on any Lot.

(k) No junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment (except as may be reasonable and customary in connection with the use and maintenance of any improvements located upon the Property and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Areas) shall be kept upon the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be performed. This restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage. The Association may, in the

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discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles.

(l) All buildings built on any Lot shall comply with the setback restrictions imposed upon the Lot on either a recorded plat in the Circuit Clerk's office of Benton County, Arkansas or in the deed to each purchaser of a Lot. Setback restrictions are covenants running with the land.

(m) Access easements for installation and maintenance of utilities and drainage of facilities and for pedestrian traffic are reserved in rights of way of drives and roads or on the side or rear of each lot as shown on the recorded plat.

(n) An owner hereby grants a right of access to his Lot to the Association, any managing agent of the Association, and/or any other person authorized by the Board or the managing agent for the purpose of making inspections or for the purpose of correcting any conditions originating in his Lot and threatening another Lot or for the purpose of performing installations, alterations, or repairs to the parts of the Lot over which said persons have control and/or responsibility for maintenance. Requests for such access must be made in advance and entry must be at a time reasonably convenient to the Owner. In case of an emergency, this right of entry shall be immediate whether the Owner is present or not.

9. Height and Type of Residence. The residences in the Subdivision shall be of similar size and architectural style so as to create a neighborhood of architectural continuity. All construction shall be approved by the Architectural Control Committee, in its sole and absolute discretion, as further provided for in paragraph 3 of this Bill of Assurance. No residence shall be erected, altered, placed or permitted to remain on any Lot in the Subdivision other than one detached single-family residence not to exceed two stories in height.

10. Setback Requirements. No residence shall be located on any Lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the Plat; provided, such setback requirements may be modified if such modification is approved by the Architectural Control Committee, the Bentonville Planning Commission or the Bentonville Board of Adjustment, and such other regulatory agency as may succeed to their functions. No principal dwelling shall be located on any Lot nearer to the rear lot lines than the building set-back line as shown on the Plat. For the purposes of this covenant, eaves, steps and porches not under roof shall not be considered as a part of the building.

11. Minimum Square Feet Area. No residence shall be constructed or permitted to remain on any Lot in the Subdivision

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unless the finished heated living area, exclusive of porches, patios, garages, breezeways, exterior stairways, storage areas and outbuildings, shall equal or exceed that shown in the following schedule:

<u>Lot Number</u>	<u>One Story Minimum Sq. Ft.</u>	<u>Multi-Story Minimum Sq.Ft</u>
All Lots	1,500 sq.ft.	1,500 sq.ft. but no floor shall be less than 900 sq.ft.

Finished heated living area shall be measured in a horizontal plane to the face of the outside wall on each level.

12. Frontage of Residence on Streets. Any residence erected on any Lot in the Subdivision shall front or present a good frontage on the streets designated in the Plat, and for this purpose as applied to all inside Lots, it shall mean that the residence shall front on the street designated, and on any corner Lot it shall mean that the residence shall front or present a good frontage on both of the streets designated in the Plat.

13. Commercial Structures. No building or structure of any type may ever be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot. This prohibition shall not apply to any business or structure that may be placed on any lot or portion of a Lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to the Subdivision.

14. Outbuildings Prohibited. No outbuildings or other detached structure appurtenant to the residence may be erected on any of the Lots hereby restricted without the consent in writing of the Architectural Control Committee.

15. Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall any garbage, trash, rubbish, tree limbs, pine straw, leaves or cuttings, ashes or other refuse be thrown, placed or dumped upon any vacant Lot, street, road or common areas, nor on any Lot unless placed in a container suitable for garbage pickup; nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

16. Oil and Mineral Operations. No oil drilling, oil development operating, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, or shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use

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in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

17. Cesspool. No leaching cesspool shall ever be constructed or used on any Lot.

18. Existing Structure. No existing, erected building or structure of any sort may be moved onto or placed on any of the above-described Lots.

19. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding other than a guest house 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.

20. Easements for Public Utilities and Drainage. Easements for the installation, maintenance, repair and replacement of utility services, sewer and drainage have heretofore been donated and dedicated, said easements being of various widths, reference being hereby made to the Plat filed herewith for a more specific description of width and location thereof. No trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be grown, built or maintained within the area of such utility or drainage easement. In the event any trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be grown, built or maintained within the area of such easement, no person, firm or corporation engaged in supplying public utility services shall be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

21. Fences. No fences, enclosure or part of any building of any type or nature whatsoever shall ever be constructed, erected, placed or maintained closer to the front lot line than the building setback line applicable and in effect as to each lot, provided, however, that chain link or similar fences may not be constructed if such fencing is visible from any public street; provided, further, that it is not the intentions of this paragraph to exclude the use of evergreens or other shrubbery to landscape the front yard. Fencing of any type must be approved by the Architectural Control Committee as provided in paragraph 3 hereof.

22. Sight Line Restrictions. 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 street property lines and a line connecting them at points fifty (50) feet from the intersection of the street lines, or in the case of a rounded property corner, within the triangle formed by tangents to

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the curve at its beginning and end, and a line connecting them at points fifty (50) feet from their intersection. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of eight feet to prevent obstruction of such sight lines. The same sight line limitations shall apply on any lot within ten feet of the intersection of the street property line with the edge of a driveway or alley pavement.

23. 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 Plat filed herewith is centerline curve data. In the event of minor discrepancies between the dimensions or distances as shown on the Plat and actual dimensions and distances as disclosed by the established pins, the pins as set shall control.

24. Driveway Obstructions. No obstruction shall be placed in the street gutter. Curbs shall be saw cut at driveways with a diamond blade, and driveway grades lowered to meet the gutterline not more than two inches above the gutter grade.

25. Ground Frontage. No Lot shall be subdivided.

26. Right to Enforce. The restrictions herein set forth shall run with the land and shall bind the present owner, its successors and assigns. All parties claiming by, through or under the present owner shall be taken to covenant with the owner of the Lots hereby restricted, and their heirs successors and assigns, to conform to and observe these restrictions. No restriction herein shall be personally binding upon any corporation, person or persons, except with respect to breaches committed during its, his or their term of holding title to said land. The Developer, its successors and assigns, and also the owner or owners of any of the Lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages and failure by any owner or owners of any Lot or Lots in the Subdivision to observe any of the restrictions herein. Any delay in bringing such action shall, in no event, be deemed to be a waiver of the right to do so thereafter.

27. Modification of Restrictions. Any and all of the covenants, provisions or restrictions set forth in this Bill of Assurance may be amended, modified, extended, changed or canceled, in whole or in part, by a written instrument signed and acknowledged by the owner or owners of more than seventy-five percent (75%) in area of the total land contained within the Subdivision. Each covenant in this instrument, unless expressly provided otherwise, shall remain in full force and effect until

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January 1, 2030 after which time each covenant in this instrument shall be automatically extended for successive periods of ten (10) years unless an instrument terminating the covenants signed by the then owners of seventy-five percent (75%) of the Lots in the Subdivision has been recorded prior to the commencement of any ten-year period.

28. Attorney Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this instrument or any provisions thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorney fees in such amount as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

29. Extension. All covenants for which extension is not otherwise provided in this instrument, shall automatically be extended for successive periods of ten (10) years each unless modified, terminated or canceled as provided herein.

30. Severability. Invalidation of any restriction 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.

31. Dissolution. The Association may be dissolved with consent given in writing and signed by not less than three-fourths of each class of Members as defined in the By-Laws of the Association. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be conveyed and granted and assigned to any nonprofit corporation, association trust, or other organization to be devoted to same or similar purposes.

EXECUTED this 17TH day of August, 1994.

THE RCD COMPANY

By: 
John Rees, Member

94 070411

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF Pulaski

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named John Rees, being a Member of THE RCD COMPANY, and who had been designated by said THE RCD COMPANY to execute the above instrument, to me personally well known, who stated he was a Member of said THE RCD COMPANY and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said THE RCD COMPANY, 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 seal this 17th day of August, 1994.

Ann Cray
Notary Public

My Commission Expires:

June 29, 2004