



CERTIFICATE OF RECORD
FAULKNER CO, AR FEE \$50.00
I hereby certify that this instrument was
Filed and Recorded in the Official Records
In Doc Num **L202312606** 8 Pages
RECORDED: 09-13-2023 10:36:15 AM
NANCY EASTHAM
FAULKNER COUNTY CIRCUIT CLERK
BY: DIANA VARNER, D.C.
BILL OF ASSURANCE



**BILL OF ASSURANCE
FOR
THE RIVER PLANTATION, PHASE III**

The undersigned, referred to as "Developer and Owners" are the owners of a tract of land described in the attached Exhibit "A".

Developers and Owners desire that the above described lands be subdivided into building lots and streets, as shown on the attached plat, and that said lands be held, owned, and conveyed subject to the protective covenants herein contained.

Developers, 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 survey made by James L. Butler, Registered Professional Land Surveyor No. PLS 261, said survey being dated _____.

The survey shows the bounds and dimensions of the property now being subdivided into lots and streets and Developers hereby donate and dedicate to the public hereafter an easement of the way on, over and under the streets as shown on said plat to be used as public streets. In addition to said streets, there are shown on said plat certain easements for drainage and utilities, which Developers hereby donate and dedicate to and for the use by public utilities, the same being, without limiting the generality of the foregoing, electric power, gas, telephone, water and sewer, with the right hereby granted to the persons, firms or corporation engaged in supplying of such utility services, and to the extent set forth herein only, to the owners of abutting lots, to use and occupy such easements and to have free ingress and egress there-from for the installation, maintenance, repair and replacement of such utility easements shall also be subject to use by the owners of abutting lots for the sole purpose of installing and maintaining electric and telephone service conductors as may be needed to connect the service lines of said owners to the service pedestals installed by the said utilities.

The lands embraced in said plat shall be forever known as "The River Plantation, Phase III, Faulkner County, 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 shall always be deemed a sufficient description thereof as "The River Plantation, Phase III, Faulkner County, Arkansas", shall encompass Lots 1 through 38, Block 3, Phase III, inclusive.

Developers 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.

The lands herein platted and any interest therein shall be held, owned, and conveyed subject to and in conformity with the following covenants which, subject to being amended or cancelled as hereinafter provided, shall be and remain in full force and effect for a period of Fifty (50) years from the date of adoption.

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 structures shall be erected, altered, placed, or permitted to remain on any residential building site other than a single detached single-family dwelling. No structure shall exceed an elevation of 25 feet above the ground when measured from the highest elevation of the natural terrain where the terrain comes in contact with the foundation of the structure including private garages for storage of passenger cars and trucks owned or used by residents, guest house, servants quarters, and other outbuildings incidental and related to residential use of the premises or other such buildings as approved by the Developer or Architectural Control Committee. All homes in this parcel to have a minimum of 2000 sq. ft. heated and cooled area.

2. ARCHITECTURAL CONTROL. only one home per (.25) acre tract. No tract shall be sub-divided without the written approval of the Developer. 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 the Developers; provided, the Developers shall have the right, by an instrument in writing, to create an Architectural Control Committee (either to be designated by Developers or by the Property Owners' Association) of not less than three individual property owners in said addition and to transfer to such Architectural Control Committee the full authority herein reserved to Developers. The Property Owners' Association shall not have authority over the Architectural Control Committee until all lots in the subdivision are sold or the Developer designates such in writing. In the event Developers or any Architectural Control Committee 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 Developers or any Architectural Control Committee 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. All construction, including homes, shall be completed within twelve calendar months from the time construction is started.

3. WATER SUPPLY AND SANITARY SEWER. No building plans or specifications shall be approved by the Developers, or by the Architectural Control Committee and no building shall be constructed on any lot until the owner of such lot shall submit to either the Developers or the Architectural Control Committee a written approval from the County Health Officer and the City of Mayflower of construction plans for water supply and sanitary sewer facilities for each individual lot and no building shall be constructed on such lot unless water supply and sanitary sewer facilities are constructed in accordance with such approval plans.

4. BUILDING LOCATION. No building shall be located on any 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 (10) feet on the side lot line and twenty-five (25) feet on the rear lot line. The front building line shall be as shown on the recorded final plat. 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. 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 in the neighborhood. All open areas

shall be kept mowed. No lot to be used for housing garbage, landscaping waste or other rubbish to collect on the property (should be kept in sanitary locations or properly disposed of and not visible to other residents).

6. TEMPORARY STRUCTURES. No trailer, tent, shack, garage, barn, or other outbuilding, other than 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 any structure of a temporary character be used for human habitation.

7. SIGNS. No signs of any kind 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 the builder or developer to advertise the property during the construction and sales period. No yard art of a permanent nature allowed.

8. MINING OPERATIONS. Except as waived in writing by the grantors, 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 for oil or natural gas, shall be erected, maintained, or permitted upon any building site.

9. SIGHT DISTANCE AT INTERSECTION. 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same line limitations shall apply on any lot within ten feet from the intersection permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum front building set-back line established herein or from the side yard building line to the street corner lots except upon approval by the Developers or the Property Owners' Associations. The type of fence used must be approved by the Architectural Control Committee.

11. NO MOBILE HOMES.

12. 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 centerline 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.

13. RIGHT TO UNOBSTRUCTED VIEW. Every property owner in this subdivision shall have the right to an unobstructed view of the surrounding area allowing for the natural growth of

existing trees. No property owner shall erect any tower, satellite dish or other manmade object that shall obstruct the view of the surrounding area. No natural fence, shrub, hedge, or tree shall be planted that, upon maturity will obstruct the view of the residents of the subdivision. The Architectural Control Committee shall hear all complaints regarding obstruction of view and their decision shall be final.

14. VIOLATION OF COVENANTS. 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), 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 street easement, to prosecute at law or in equity against a person 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.

15. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be kept or raised 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.

16. ANIMALS.

SECTION 1: It shall be unlawful to keep, harbor, own or in any way possess, within the platted limits of property known as The River Plantation, Phase III, Faulkner County, Arkansas" (hereinafter The River Plantation, Phase III)

(1) Any warm-blooded, carnivorous, or omnivorous, wild, or exotic animal (including, but not limited to, non-human primates, raccoons, skunks, foxes, and wild and exotic cats, but excluding fowl, ferrets and small rodents of varieties used for laboratory purposes).

(2) Any animal having poisonous bites.

(3) Any pit bulldog. "Pit bulldog" is defined to mean:

a) The bull terrier breed of dog

b) Staffordshire bull terrier breed of dog

c) The American pit bull terrier breed of dog

d) The American Staffordshire terrier breed of dog

e) Dogs of mixed breed or of other breeds than above listed which breed, or, mixed breed is known as pit bulls, pit bull dogs, or pit bull terriers

f) Any dog which has the appearance and characteristics of being predominately of the breeds of bull terrier, Staffordshire bull terrier, American pit bull terrier, American Staffordshire terrier; any other breed commonly known as pit bulls, pit bull dogs or pit bull terriers; or a combination of any of these breeds.

(4) Any animal that exhibits fierce or vicious behavior or that has attacked a person or animal with such severity as to cause physical injury or property damage. However, the fact that that animal has attempted to bite a person when that person has provoked or teased it shall not constitute the animal being a vicious animal.

SECTION 11: NUMBER OF ANIMALS

It shall be hereafter unlawful for any person, firm, corporation, or household to own, keep or harbor more than four (4) animals over the age of six (6) months within The River Plantation, Phase III.

SECTION 111: RUNNING AT LARGE

No owner with The River Plantation, Phase III shall allow any animal to run at large within the platted area of the subdivision. Any person having such animal outside of an enclosed area shall be required to maintain the animal on a leash at all times.

17. **LICENSING AND REGISTRATION.** Every vehicle, boat, motor home, camper or recreational vehicle of any sort shall be properly licensed and registered in accordance with the laws of the state of Arkansas and the local jurisdiction. No abandoned or salvaged vehicles shall be allowed to remain for any period of time within any phase of the River Plantation. No lot to be used for parking of industrial equipment (construction vehicles or machinery, dump trucks, etc.).

18. **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 37.22 acres, more or less, and approved by the Mayflower Planning Commissions, and the provisions of such instrument so executed shall be binding from and after the date it is duly filed for record in Faulkner 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.

19. **REMEDIES.** In the event any of the provisions herein are breached or are not otherwise being complied with in all aspects by any owner or occupant of the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then, subject to the special enforcement rights set forth above, the Property Owners' Association shall each have the right, at their option, to (i) enjoin such violation or noncompliance, (ii) levy such fines as the Board may establish from time to time for violations of these Rules and Regulations, and/or (iii) through their designated agents, employees, representatives and independent contractors, enter upon the subject lot or any improvements thereto, and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by the Property Owners' Association in enforcing any of the provisions of these Rules and Regulations, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the Property Owners' Association in connection therewith, shall be paid by such Owner who has violated or breached any of the provisions of these Rules and Regulations and, if the same is not paid when due, shall be subject to all rights and remedies available to the Property Owners' Association. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Property Owners' Association set forth herein shall not be deemed exclusive of any other rights and remedies which the Property Owners' Association may exercise at law or in equity or any other rights and remedies specified in these or any other Bill of Assurance.

20. **ENFORCEMENT.** The Property Owners Association or any individual owner may act to enforce the covenants; none of the foregoing, however, are obligated to do so. The developers or the POA, together or separately, or through authorized agents of employees further reserve the right, whenever there shall have been an apparent violation of one or more of the provisions of these covenants and after seven (7) days' notice to owner, to enter upon the property where such violations exist and summarily abate or

remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass.

A: Options: Owners expressly agree to abide by injunctions without necessity of bond in order to simplify judicial proceedings to remedy covenant violations. In addition, if a judicial action is necessary to prohibit a covenant violation, and a violation is established the violator(s) shall pay and agree(s) to pay all cost of the enforcement proceeding, including all attorneys' fees, trial, and pretrial expenses, including expert costs and fees, deposition costs and fees, discovery costs and fees, and all other court costs. Further, the violator(s) shall pay and agree(s) to pay all such fees, expenses and cost arising from any counter-claim or cross-claim against the Developers or the POA arising from any such violation. As a matter of contract in these covenants, the members of the board of directors of the POA are exempt from liability for exercising their duties under the POA.

B: Precedents: The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a precedent or a waiver of the right to enforce thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the restrictions but they shall remain in full force and effect.

C: Funds: At the discretion of the POA, funds received from the association annual as may be used for the enforcement of the protective covenants and other nominal costs and expenses of the POA, including, but not limited to paying legal or other expenses involved in enforcing these covenants. Failure of the POA to use these funds to enforce a covenant violation shall not preclude and individual lot owner from bringing suit to enforce these covenants.

D: Liens: The POA has the express right to charge mandatory dues, charges, costs, special assessments, and fees to all owners as decided by the POA. Non-payment of mandatory dues, charges, costs, special assessments, or fees incurred by the POA in enforcing correction of a bona-fide violation of these covenants, shall result in a recorded lien being placed on the lots or lot interest owned by the violator, including improvements thereon, said lien to bear interest at 10% per annum, or the highest rate permitted by relevant law, whichever is less, from the date filed. The POA is empowered to file such a lien within thirty (30) days of written notification to the owner stating the amount due and that the owner has not made payment in full. Such lien shall run with the land unless said property is repossessed by the POA or its successors or assigns, in which case the lien shall become null and void and shall be released at that time. Continued failure to pay such liens may result in foreclosure on the entire property in order to enforce payment.

E: Remedial Process: The POA generally expects to amicably resolve violations and disputes regarding interpretation of the standard through straight forward discussions with the homeowners/property owners. After all attempts to resolve a violation have been exhausted including the opportunity for a hearing, the POA will select the appropriate remedy and notify the property owner of such action. The POA is hopeful that homeowners will act as good neighbors and therefore minimize the time and expense associated with unpleasant legal remedies.

F: POA Violations and Rights. The POA shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, reservations, liens, and charges now or hereafter imposed by the provisions of these covenants. Failure by the POA to enforce any covenant or restriction herein

contained shall in no event be deemed a waiver of the right to do so thereafter. Remedies include but are not limited to:

- i) Obtaining a restraining order to prevent an action.
- ii) Obtaining a court order to require the homeowner to remove a project; and,
- iii) Imposing a daily administrative fee of up to \$100.00 per day for each day the violation remains.

21. **PROPERTY OWNERS' ASSOCIATION:** Each Property Owner shall be a member of the River Plantation Property Owners Association Inc. (sometimes the "POA" and sometimes the "Property Owners' Association") which has already been formed and includes other phases of the River Plantation subdivision, including but not limited phases 1-7 of such subdivision. Each property owner shall be bound by the Bylaws of the POA, including but not limited to the right of the POA to levy fines for violations and charge mandatory annual dues and assessments as determined by the POA. By ownership of property covered by this Bill of Assurance, each owner of a site within the subject phase shall be deemed to covenant and agree to pay any mandatory dues, assessments, charges and/or special assessments (collectively, any "Assessment") which may hereinafter be levied by the River Plantation Property Owners' Association for the purpose of promoting the recreation, health, safety, and welfare of the owners within the subdivision. The refusal to pay said Assessments shall be a continuing lien upon the subject lot along with interest, cost of collection and a reasonable attorney's fee.

22. **SEPARABILITY.** Invalidation 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.

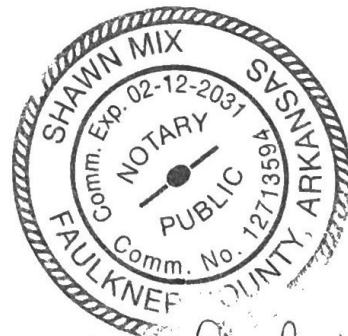
23. **EXPIRATION.** The covenants set out herein shall expire on January 1, 2053, provided, the whole or any part of these covenants may be extended for an additional term of 20 years by a written instrument signed and acknowledged by the owner or owners of over fifty percent (50%) in area of the land of The River Plantation, Phase III, to Faulkner County, Arkansas.

24. **CONVENANTS TO RUN WITH LAND.** The covenants set out in this Bill of Assurance shall be construed as covenants running with the land.

EXECUTED THIS 13 DAY OF September, ²⁰²³~~2022~~.

(NAME)

By: Robi Jones
(NAME)



State of Arkansas
County of Faulkner

Reforce me this 13 day of September 2023

Shawn Mix

EXHIBIT A

LEGAL DESCRIPTION:

A tract of land lying in the SE1/4 of Section 1 and lying in the NE1/4 of Section 12, both in Township 3 North, Range 14 West, Faulkner County, Arkansas, being more particularly described as follows:

Beginning at a point that is 2638.36 feet West of and 3348.32 feet South of the Northeast corner of said Section 1; thence S 20 degrees 23 minutes 14 seconds E, 267.49 feet; thence S 03 degrees 58 minutes 36 seconds E, 375.44 feet; thence S 07 degrees 28 minutes 45 seconds E, 138.45 feet; thence S 08 degrees 57 minutes 53 seconds E, 205.60 feet; thence S 12 degrees 10 minutes 55 seconds W, 289.13 feet; thence N 78 degrees 56 minutes 22 seconds E, 373.14 feet to a point on the East right of way line of Plantation Drive, (a dedicated public road); thence along said East right of way line, S 11 degrees 03 minutes 38 seconds E, 618.68 feet to the point of curvature of a 637.54 radius curve to the right; thence along said curve to the right, a chord bearing and chord distance of S 00 degrees 28 minutes 24 seconds W, 254.95 feet to the point of tangency; thence continuing along said East right of way line of Plantation Drive, S 12 degrees 00 minutes 26 seconds W, 184.05 feet to the point of curvature of a 456.94 foot radius curve to the right; thence along said curve to the right, a chord bearing and chord distance of S 14 degrees 31 minutes 12 seconds W, 40.00 feet; thence leaving said East right of way line, S 71 degrees 44 minutes 32 seconds E, 218.42 feet; thence N 00 degrees 48 minutes 53 seconds W, 422.40 feet; thence N 83 degrees 04 minutes 12 seconds E, 75.00 feet; thence N 06 degrees 58 minutes 50 seconds W, 249.03 feet; thence N 50 degrees 41 minutes 42 seconds W, 171.09 feet; thence N 03 degrees 13 minutes 33 seconds W, 102.96 feet; thence N 02 degrees 48 minutes 59 seconds W, 305.45 feet; thence N 08 degrees 44 minutes 52 seconds W, 484.31 feet; thence N 06 degrees 09 minutes 20 seconds E, 783.37 feet; thence N 11 degrees 20 minutes 56 seconds W, 30.65 feet to a point on the South right of way line of said Plantation Drive, said point also being on a 375.02 foot radius curve to the left; thence along said curve to the left, a chord bearing and chord distance of S 49 degrees 49 minutes 50 seconds W, 402.97 feet; thence leaving said South right of way line, N 72 degrees 40 minutes 00 seconds W, 347.32 feet to the point of beginning. Containing 17. 93 acres, more or less.