

① CENTRAL FARMS
5317 JFK Blvd.
NLR, AR 72116

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2158608

BILL OF ASSURANCE
FOR
THE RIVER PLANTATION, PHASE IV AM D.C.

The undersigned, referred to as "Developer" is the owner of a tract of land described in the attached "Exhibit A".

Developers 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 January 15, 2003. 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 IV, 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 IV, Faulkner County, Arkansas", and shall encompass Lots 1 through 21, Block 5, and Lots 1 through 9, Block 6, Phase IV, 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 Twenty Five (25) 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 1750 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 abandoned automobiles or refuse shall be allowed to collect on the property.

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 man-made 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 IV, Faulkner County, Arkansas" (hereinafter The River Plantation, Phase IV)

(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 shall rodents of varieties used for laboratory purposes).

(2) Any animal having poisonous bites.

(3) Any pit bull dog; "pit bull dog" 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's being a vicious animal.

SECTION II: 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 IV.

SECTION III: RUNNING AT LARGE

No owner with The River Plantation, Phase IV, 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 unlicensed or unregistered vehicle shall be allowed to remain for any period of time within The River Plantation, Phase IV.

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 17.93 acres, 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. **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.

20. The covenants set out herein shall expire on January 1, 2052, 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 IV, to Faulkner County, Arkansas.

21. The covenants set out in this Bill of Assurance shall be construed as covenants running with the land.

EXECUTED this 15th day of DECEMBER, 2002.

Central Farms, LLC

By: 
Byron McKimney - MEMBER

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:

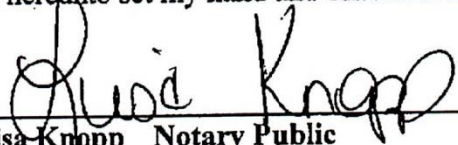
Beginning at a point that is 2638.36 feet West of and 3348.32 feet South of the Northeast corner of said Section 1; thence S 20 degrees 23 minutes 14 seconds E, 267.49 feet; thence S 03 degrees 58 minutes 36 seconds E, 375.44 feet; thence S 07 degrees 28 minutes 45 seconds E, 138.45 feet; thence S 08 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.

ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Faulkner

On this 15th day of December, 2002, before me the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Byron McKimmey,, to me personally well known, who stated that he was the Member of Central Farms, LLC. and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said Limited Liability 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.

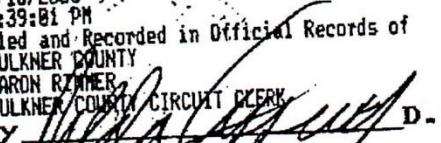
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15th day of December, 2002.



Lisa Knopp Notary Public

My Commission Expires: 08/24/2008



CERTIFICATE OF RECORD
Doc#2003- 6360
03/18/2003
01:39:01 PM
Filed and Recorded in Official Records of
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SHARON R. ZIMMER
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