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Official Records of
Faulkner County
RHONDA WHARTON
FAULKNER COUNTY CIRCUIT CLERK
Fees \$30.00
by _____ D. C.

396129

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BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

THAT whereas, Brooks and Elizabeth McRae
being the owners of the following described lands lying in the County of Faulkner, State
of Arkansas, to wit:

Being all of Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16, Block 7 of The River
Plantation Addition Phase VII, Faulkner County, AR

AND, WHEREAS, it is desirable that all of the above described property be subdivided
into lots, tracts, and streets:

NOW THEREFORE WITNESSETH:

THAT, the said owners, hereinafter termed Grantors, have caused said tract of land to
be surveyed by James L. Butler, Registered Land Surveyors, and a plat thereof made
which is identified by the title and the date and by the signature of the said Surveyor and
said Grantors and bears a Certificate of Approval executed by the Faulkner County
Commission and is of record in the Office of the Circuit Clerk and ex-Officio Recorder of
Faulkner County, Arkansas, in Plat Book L, Page 185, and the Grantors do
hereby make this Bill of Assurance.

AND, the Grantors do hereby certify that he has laid off, plated, and subdivided and
does hereby lay off, plat and subdivide said real estate in accordance with said Plat. The
lands embraced in said plat shall be forever known as

The River Plantation Addition Phase VII
FAULKNER COUNTY, ARKANSAS

EASEMENT: There are strips of ground shown and dimensioned on said Plat marked
"drainage and/or utility easement", reserved for the use of public utilities, sanitary sewer,
and drainage purposes, respectively, subject at all times to the proper authorities and to the

easement herein reserved. Owners of lots in this addition shall take their title subject to the rights of public utilities and the public.

The filing of this Bill of Assurance and Plat for record in the Office of the Circuit Clerk and ex-Officio Recorder of Pulaski County, Arkansas, shall be a valid and complete delivery and dedication of the easements shown on the said Plat.

Hereafter, conveyance and description of any of said lands by lot number as shown on said Plat shall be a proper and sufficient description thereof.

Lots in said addition shall be sold by the Grantor and shall be purchased by the buyers thereof subject to the following covenants, to-wit:

BUILDING REQUIREMENTS:

- (1) Lots within the addition shall be used as single-family residential only.
- (2) Dwellings constructed on lots within the addition shall be placed according to the building setback line shown on the Plat. Rear and side yard setback requirement for lots shall be as required by the County of Faulkner. No dwelling shall be constructed more than two (2) stories in height. Usage shall be residential.
- (3) Architectural control over building construction within the addition shall be maintained. Any building to be constructed on any lot within the addition shall have the approval of the Architectural Control Committee consisting of the developers, their assigns or successors. Election of new members to this Committee shall be done with the approval of at least sixty percent (60%) of the owners of the lots within the addition. Plans for construction submitted to the Committee must receive action within thirty (30) days; otherwise the plans will be considered approved.. Upon the sale of 60% of the lots, control of the Architectural Control Committee shall transfer to the lot owners and a simple majority of said lot owners will control the voting of said Architectural Control Committee.
- (4) No lots shall be re-subdivided into nor shall any dwelling be erected or placed on any lot or building site having an area of less than 6,000 square feet.
- (5) The living area of any single-family dwelling constructed on any lot or part thereof shall contain not less than 1,750 square feet. In all cases, the living area shall be the area of the building within its largest outside dimensions, exclusive of open porches, breezeways, terraces, garages, exterior or secondary stairways, portecocheres, and outbuildings.
- (6) No fence shall be constructed on any lot nearer the street than the building line shown on said Plat and all fences shall be approved by the Architectural Control Committee.

(7) No buildings, fences, incinerators, paved driveways, or any other permanent structure or improvements of any kind, whether herein specifically enumerated or not, shall be built or maintained within the area of any of the easements shown on the Plat and in the event of such obstruction being placed thereon in violation of this restriction and reservation, no utility will be liable for destruction of same in maintaining or repairing its lines located within the area of said easement.

(8) Residential lots shall have no sign of any kind displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction or sales period.

(9) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(10) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations of more than thirty (30) inches 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 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 intersection unless the foliage line is maintained.

(11) No fences, building, or obstructions of any kind shall be constructed to project into or across the drainage easement at the side or rear of lots where these easements contain open ditch drainage.

(12) These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

(13) These covenants and restrictions shall not be amended, canceled, or supplemented unless an instrument signed by at least sixty percent (60%) of the owners of the aforesaid lots and approved by the Faulkner County Planning Commission is placed on record agreeing to change the covenants and restrictions in whole or in part.

(14) In the event of any attempt to violate any of the covenants or restrictions herein before the expiration date thereof, it shall be lawful for any proceedings at law or in equity against person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing to recover damages or other dues for such violations.

(15) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the names of the Grantor is hereunto affixed this 12th day of December, 2013.

By: 
Brooks McRae

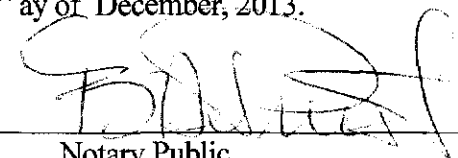

Elizabeth McRae

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) SS
COUNTY OF PULASKI)

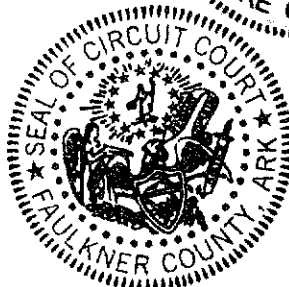
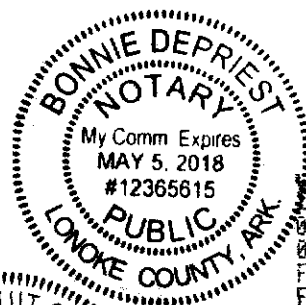
BE IT REMEMBERED that on this day came before me, a Notary Public, within and for the County and State aforesaid duly qualified, commissioned, and acting the within named Brooks McRae and Elizabeth McRae to me well known and stated and acknowledged that they had executed and delivered the foregoing Instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official seal this 12th ay of December, 2013.


Notary Public

My Commission Expires:

5-5-18



CERTIFICATE OF RECORD
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RHONDA WHITTON
FAULKNER COUNTY CIRCUIT CLERK

by  D.C.