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Tx:4008687

BILL OF ASSURANCE

**MOUNT TABOR ESTATES, LOTS 71-106, L94-L96, & L98 & L99
LONOKE COUNTY, ARKANSAS**

KNOW ALL PERSONS BY THESE PRESENTS:

CERTIFICATE OF RECORD

INSTRUMENT # 2017-09250

FILED: 09/20/2017 11:23:45 AM

LONOKE COUNTY, ARKANSAS

DEBORAH OGLESBY, CIRCUIT CLERK

BY: CHANDRA

PAGES: 6

55796

WHEREAS, MT. TABOR PROPERTIES, INC., GUYOT CONSTRUCTION, INC., & WEATHERS, INC., are the owners of the following described property in Lonoke County, Arkansas, to-wit:

Part of the SE 1/4 of Section 4 and Part of the NE 1/4 of Section 9, T-3-N, R-9-W, Lonoke County, Arkansas being more particularly described as follows:

Commencing at the SE corner of Section 4, T-3-N, R-9-W; thence N 88°16'33" W, 530.28 feet; thence N 00°57'00" E, 300.00 feet to the point of beginning; thence N 00°57'00" E, 646.69 feet to the SE corner of Lot 1 Mount Tabor Estates, Lots 1-49 as recorded on 12-4-13 at the Lonoke County Courthouse; thence along the south line of said Mount Tabor Estates N 88°57'04" W, 957.27 feet to the NE corner of Lot 60 Mount Tabor Estates, Lots 50-70 as recorded on 8-8-16 at the Lonoke County Courthouse, PC2, Pg 1367; thence along the East line of said Mount Tabor Estates S 25°41'25" W, 247.54 feet; thence S 24°14'17" W, 244.78 feet to the SE corner of Lot 61 Mount Tabor Estates, Lots 50-70; thence S 42°31'21" W, 333.66 feet; thence S 35°21'49" W, 302.68 feet; thence S 61°04'20" W, 92.42 feet; thence S 38°33'30" W, 99.36 feet to the SE corner of Lot 70 Mount Tabor Estates, Lot 50-70; thence S 83°09'54" E, 146.67 feet; thence S 07°01'35" E, 193.11 feet; thence S 69°48'10" E, 263.31 feet; thence N 47°25'15" E, 274.99 feet; thence S 88°40'44" E, 53.06 feet; thence S 71°30'21" E, 62.80 feet; thence S 88°40'44" E, 180.00 feet; thence N 01°19'16" E, 260.00 feet; thence S 88°16'33" E, 195.13 feet; thence N 24°06'22" E, 285.70 feet; thence N 84°06'22" E, 270.00 feet; thence S 88°16'33" E, 200.10 feet; to the Point of Beginning, containing 28.6973 acres more or less.

WHEREAS, it is deemed desirable that the above described property be subdivided into lots and streets, as shown on the attached plat, and that said property be held, owned, and conveyed subject to the protective covenants herein contained in order to enhance the value of said property.

WHEREAS, MT. TABOR PROPERTIES, INC., GUYOT CONSTRUCTION, INC., & WEATHERS, INC., hereinafter referred to as Grantors, for and in consideration of benefits to accrue to them, which benefits are hereby acknowledged to be of value, has caused said property to be surveyed by Mr. Steve Beadle, and a plat thereof made which is identified by the Title FINAL PLAT - MOUNT TABOR ESTATES, LOTS 71-106, L94-L96, & L98 & L99, Lonoke County, Arkansas, and the date _____, and by the signature of said Land surveyor and said Grantors and is of record in the office of the Circuit Clerk and Recorder of Lonoke County, Arkansas in Plat Book _____ at Page _____ and the Grantor does hereby make this Bill of Assurance.

NOW, THEREFORE, Grantors hereby donate and dedicate to the public forever an easement of way on and over said streets shown by said plat to be used as public streets. In addition to the streets, there are shown on said plat, certain easements which are reserved for the use of public utilities and or for drainage purposes, subject at all times to the proper authorities and to the easement herein reserved. Owners of the lots shall take title subject to the right of public utilities and the public.

The filing of the Bill of Assurance and Plat for record in the office of the Circuit Clerk & Recorder of Lonoke County shall be valid and complete delivery and dedication of the streets and easements subject to the limitations herein set out.

The land in said plat shall forever be known as Mount Tabor Estates, LOTS 71-106, L94-L96, & L98 & L99, Lonoke County, Arkansas, and any and every deed of conveyance for any lot in said subdivision describing the same by the numbers shown on said plat shall be deemed a sufficient description thereof.

The lots in said Mount Tabor Estates, LOTS 71-106, L94-L96, & L98 & L99, shall be sold by the Grantor and shall be held, owned, and conveyed subject to and in conformity with the declaration, restrictions, and

covenants set forth herein, which shall run with the land, and be binding upon the owner after lots plotted herein and their successors and assigns, to-wit:

1. **PUBLIC UTILITIES.** All dwelling and other structures erected upon any lot, as a residential dwelling, shall be served by public utilities. In the event utilities are constructed inadvertently outside the platted easement, the easement shall be construed as being five (5) feet on each side of the line as constructed.

2. **EASEMENTS.** No building, fence, incinerator or any other permanent structure or improvement 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 any such obstruction is 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. The adjoining property owners will mow and maintain the right-of-way and/or drainage easements adjacent to his property. Upon proper notice, if the property owner does not comply with the notice, the area may be mowed by the County and the property owner will be billed as per the procedure on vacant lots within the County.

3. **LAND USE AND BUILDING TYPE.** No lot shall be used except for single family residential purposes; garages and other outbuildings must be clearly incidental to residential use of the property. Boarding houses, tenements, apartment houses, trailer parks, tourist courts, motels, hotels, eating houses, clubs, restaurants, stores, beauty shops, barber shops, and other commercial services and all other industrial uses are prohibited. No business of any nature or kind shall at any time be conducted in any building located on any of said lots except for Real Estate sales and marketing of lots and homes during the construction phase. Said land shall be restricted to new detached single family residences constructed of highest-class materials and workmanship. No structures shall be erected, altered, placed, or permitted to remain on any building site other than a single detached single-family dwelling. No modular or prefabricated structures will be allowed. All permanent buildings, structures, and materials must be approved by the Grantor, their successors or assigns. Double car garages are required. A concrete or asphalt driveway shall be extended from the street to the garage entrance. No gravel or chip & seal driveways will be permitted. Recreational vehicles, motor homes, boats, and trailers shall be stored in the garage or behind the residence. Any dwelling must be complete in its entirety within a period of twelve months from date such construction is commenced.

4. **PROPERTY LINES AND BOUNDARIES.** Iron pins have been set on all lot corners and points of curve. In the event of 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 original pins, as set, shall control.

5. **MINIMUM PRINCIPAL DWELLING SIZE AND EXTERIOR FINISHING.** No principal residential structure shall be constructed or permitted to remain upon any building site unless the main floor area thereof, exclusive of porches, patios, garages and breezeways shall be the minimum as set forth below, heated and cooled. The term "Main Floor" as used in this paragraph shall include living, dining and sleeping areas, which areas may be on different levels. The exterior of all houses will have brick or rock. In all cases, the exteriors not bricked or rocked shall be maintenance free. All houses to be constructed with weatherwood architectural shingles. All dwellings shall have a matching brick masonry mailbox at curb line in front of property. Mailbox foundation shall not infringe onto street. All principal residential structures shall have a minimum of 1800 square feet, heated and cooled.

6. **BUILDING LOCATION.** No building, fence or wall shall be constructed on any lot nearer to the street than the building line shown on said plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the dwelling.

7. **OWNER AND BUILDER/CONTRACTOR RESPONSIBILITY.** Any property owner or builder/contractor shall insure that any contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance, and shall be responsible for the actions of Contractors to the contrary. No person shall damage in any way the utilities or streets in any manner, and any damage so

inflicted shall become the responsibility of the person who creates the damage. Owner/Contractor shall be responsible for up keep & clean up of lots before, during, & after construction.

8. **NATURAL DRAINAGE.** No building, dam, impoundment, or obstruction will be built, constructed or arranged in such a way as to retard the natural drainage flow of rainfall from entering the ditches of the subdivision.

9. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway 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 intersections of the street property lines extended, except at the entrance to the subdivision. The same sight lines limitation shall apply on any lot within ten feet from the intersection of the street property line with the edge of a driveway. No tree shall be permitted within such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. **FENCING.** All fences will be wooden privacy fences or ornamental metal. No fence will come forward of the actual structure or the lot building line, whichever is further back from the street, except that a house erected on a corner lot may have a side fence no closer than 25 feet to the street on the side of a corner lot; such fence to begin at least 15 feet behind the front property line. All other perimeter boundaries shall follow the lot line. No fence should be closer than 50 feet from the center of any street.

11. **LOT, YARD AND HOME MAINTENANCE.** All property owners, including builders, shall keep all grounds, yards, and adjoining tracts mowed, trimmed and clean, and all houses and fences in neat repair. Each lot owner will be required to keep his lot mowed so that grass and weeds on three-fourths of the lot will not exceed the height of 10 inches. Violation of this provision shall entitle Grantor, its successors, and assigns to mow said lot and charge the cost of same to such offending lot owner. Such expense shall constitute a lien against such lot.

12. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except, that dogs & cats may be kept on any lot, provided, that they are not kept, bred or maintained for any commercial purposes & provided that facilities for maintenance of same are installed & that the keeping of the same does not constitute a nuisance.

13. **GARBAGE AND REFUSE DISPOSAL.** No lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and not be permitted at any time at a location, which is visible from the front of the lot.

14. **TV SATELLITE DISHES.** TV satellite receiving devices shall be located behind the residence or in the dwelling attic space.

15. **TEMPORARY STRUCTURES.** No structure of a temporary character, motor home, trailer, travel trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

16. **OUT BUILDINGS.** One building for storage shall be permitted per lot, provided however, that the structure be built & maintained in the rear portion of any lot where it should be permanently anchored & shall not exceed 1,200 sq. feet in area. All outbuildings must be architecturally compatible with the dwelling structure. "Morgan" type buildings are acceptable, provided that they are not of tin/bolt together construction & do not detract from the neighborhood. Pinnacle manufactured buildings or equal will be accepted.

17. **NUISANCES.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

18. **MOTOR VEHICLE PARKING.** Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot or within the dedicated street. Owners or permanent residents are prohibited from parking in the street. Second, third automobiles, motorcycles and motor homes will not be parked on grassed (unused) areas of the front or side yard (lot) but will be parked in rear of house. Motor homes and recreational vehicles shall be parked no closer to the street than the nearest point of the house to the street.

19. **SIGNS.** No billboard, poster, sign, or object of unsightly nature shall be placed or permitted to remain on any part of said land, except one sign only per lot not exceeding five square feet in area may be displayed advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period.

20. **DURATION OF COVENANTS.** These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2033, at which time said covenants and restrictions shall automatically be extended for successive periods of (10) ten years from each termination, unless 51% of the then owners of the lots agree in writing to amend said covenants and restrictions, either in whole or in part.

21. **TO CHANGE THE COVENANTS.** These covenants and restrictions shall not be amended, canceled, or supplemented unless an instrument signed by the owners of at least 51% of the then owners of the lots is placed on record agreeing to change the covenants and restrictions in whole or in part.

22. **COVENANT VIOLATIONS.** In the event of any attempt to violate any of the covenants or restrictions herein contained before the expiration date hereof, it shall be lawful for any person or persons owning a lot or lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damage in any court of law for such violation.

23. **FINAL PLAT.** The Bill of Assurance shall be appended to the final plat. Any dedication or restriction shown on either document shall be considered to appear on both, but should any discrepancy appear, the final plat shall govern.

24. **INVALIDATION OF COVENANTS OR RESTRICTIONS.** The invalidation of any one of these covenants or restrictions by judgment of a court of competent jurisdiction shall in no way effect any of the other provisions, which shall remain in full force and effect.

25. **All Finish Floor Elevations shall be built a minimum of one foot above the 100 year flood elevation. Attention is called to the FIRM Community Panel listed on the Final Plat.**

26. **EROSION CONTROL.** Erosion control measures shall be implemented until construction is complete. The individual lot owner shall be responsible for maintaining the silt fencing and related run-off control measures as installed during initial subdivision construction. On each lot, a 25 foot section of the silt fence will be removed for the construction of the dwelling and its appurtenances. Upon removal of this 25 foot section of silt fence, the lot owner will place a 25 foot wide by 30 foot long temporary gravel drive (4" in depth), beginning at the back of curb, and extending onto the lot. It shall be the lot owner's responsibility for the removal of the 25 foot section of silt fence and construction of the temporary gravel drive, as well as the maintenance of said items. The remaining silt fence and temporary gravel drive shall be removed by the lot owner for the final grading on the lot, and construction of the permanent driveway. Solid sod shall be installed immediately upon removal of erosion control measures to lessen run-off.

27. **SEWER.** Grand Prairie Bayou Two Public Water Authority of Lonoke County (GPBT) will be responsible for maintenance of individual septic pumps. All costs related to any repairs to pumps or service lines will be charged to homeowner. GPBT shall be responsible for the maintenance of the sewer main to the Wastewater Treatment Facility and the Treatment Facility. GPBT shall have the authority to inspect the individual septic tanks, grinder pumps, and appurtenances to ensure they meet the minimum specifications to be functional and compatible with the sewer system.

28. **OWNERSHIP AND MAINTENANCE OF LAKE LOTS.** Ownership of the Lake Tracks, shall be with the owner of the adjacent and corresponding Lots. As an example, the owner of Lot 98 shall also own Tract L98. Lot owner shall be responsible for the maintaining of the corresponding lake tract. The Lake Tracks shall be for the use and benefit of all owners of the Lots associated with the Lake Tracks. Ingress/egress and use across said Lake Tracts shall be allowed to all Lake Tract owners, and shall not be encumbered.

29. **LAKE USE.** No boats, docks, structures, or swimming will be allowed on or in the lake.

30. **FENCING ADJACENT TO LAKE TRACTS.** Fencing along the common line of the lots and the lake tracts shall be non opaque. Picket fences, wrought iron fences, and black coated chain link fences are allowed.

It is the intent of the developer(s) to assure the property owners that Mount Tabor Estates will be one of the finest and well kept subdivisions in the Lonoke County area. Therefore, these restrictions shall be strictly adhered to.

IN WITNESS WHEREOF, the said Grantor(s) has caused these presents to be executed this _____ day of _____, 20__.

Larry Weathers _____ 9-18-17
Mt. Tabor Properties, Inc. Date
Larry Weathers, President

Ronnie Guyot _____ 9-18-17
Guyot Construction, Inc. Date
Ronnie Guyot, President

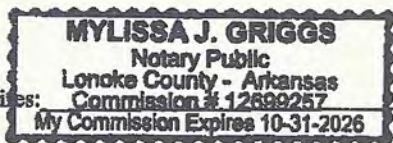
Barry Weathers _____ 9-18-17
Weathers, Inc. Date
Barry Weathers, President

ACKNOWLEDGEMENT

STATE OF ARKANSAS }
COUNTY OF Lonoke }

On this day, personally appeared before me, Larry Weathers, President of Mt. Tabor Properties, Inc. respectively to me well known, who acknowledged that he is the duly authorized agent(s) of Mt. Tabor Properties, Inc., a corporation, as such, being duly authorized so to do, had executed the foregoing instrument for the consideration and purposes therein contained, by signing the name of the corporation under said authority.

WITNESS my hand and official seal this 18 day of Sept., 2017.



My Commission expires:

Mylissa J. Griggs
Notary Public

ACKNOWLEDGEMENT

STATE OF ARKANSAS }
COUNTY OF Lonoke }

On this day, personally appeared before me, Ronnie Guyot, President of Guyot Construction, Inc. respectively to me well known, who acknowledged that he is the duly authorized agent(s) of Guyot Construction, Inc., a corporation, as such, being duly authorized so to do, had executed the foregoing instrument for the consideration and purposes therein contained, by signing the name of the corporation under said authority.

WITNESS my hand and official seal this 18 day of Sept., 2017.



My Commission expires:

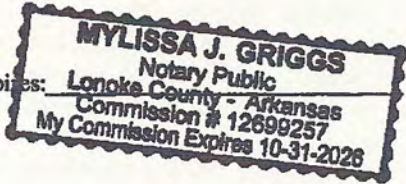
[Handwritten Signature]
Notary Public

ACKNOWLEDGEMENT

STATE OF ARKANSAS }
COUNTY OF Lonoke }

On this day, personally appeared before me, Barry Weathers, President of Weathers, Inc. respectively to me well known, who acknowledged that he is the duly authorized agent(s) of Weathers, Inc., a corporation, as such, being duly authorized so to do, had executed the foregoing instrument for the consideration and purposes therein contained, by signing the name of the corporation under said authority.

WITNESS my hand and official seal this 18 day of Sept., 2017.



My Commission expires:

[Handwritten Signature]
Notary Public