

BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION, made this 18th day of January, 2002, by Ronald Lewis Mulkey and his spouse, Lila Ann Mulkey, hereinafter referred to as " Owners ".

WITNESSETH:

WHEREAS, Owners are the owner of certain real property described as follows:
THE WEST ONE-HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 9 WEST, LONOKE COUNTY, AR.

NOW THEREFORE, Owners hereby declare that said property described above shall be held, sold and conveyed, subject to the following easements, restrictions, reservations, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, restrictions, covenants and conditions shall apply to above described property and the covenants shall run with the land. NOW THEREFORE,

WITNESSETH:

OWNERS hereby declare that the filing of this BILL OF ASSURANCE for record in the Office of the Circuit Clerk and Recorder for Lonoke County, Arkansas, shall be a valid and complete set of covenants to run with the property and shall hereafter be binding upon all parties and all persons claiming under them:

ARTICLE I. LAND USE AND BUILDING TYPE

- (a) Said land shall be restricted to single family residences of new construction. Said residences shall contain a minimum of 1600 Square Feet of Heated and Cooled living area. Garages and outbuildings must be clearly incidental to residential use of land. NO MOBILE OR PREMANUFACTURED MODULAR HOMES.
- (b) Commercial buildings or structures shall be permitted, but no commercial businesses permitted that will become an annoyance or nuisance to adjacent residents or the community.

- (c) no auto body repair shops, salvage or junk yards of cars, trucks, tractors, equipment, airplanes, trailers or other item stored outside.
- (d) No toxic or chemically contaminating businesses of any type for the purpose of manufacturing, disposing, distributing, warehousing, selling or processing chemicals or toxic products.
- (e) No commercial breeding of hogs, swine, chickens, sheep or goats shall be permitted. No dog kennels for the business of caring and housing dogs shall be permitted.
- (f) No commercial type business that will create a salvage yard or unsightly appearance, nor shall any resident create such an appearance on property.
- (g) Horses, cattle sheep, goats and other animals are allowed, however, all such animals must be kept within good fencing at all times.

ARTICLE II: ROAD AND UTILITY EASEMENTS

OWNERS hereby acknowledge said property is served by a 50 ft. road and utility easement from Southwood Drive and a 25 ft. road and utility easement midway along the western boundary. Should said land be sold, subdivided or developed into smaller lots or tracts, the provision for road and utility easements across and through said property shall provide access for all and any remaining lots or tracts.

ARTICLE III: ENFORCEMENT

Any and all the covenants, provisions or restrictions set forth in this BILL OF ASSURANCE shall be presented to each purchaser of land of this property and said purchaser(s) shall acknowledge at closing or execution of real estate contracts that they have read and understood each and every covenant and further, said purchaser(s) shall sign a copy of said BILL OF ASSURANCE acknowledging they will abide by the complete BILL OF ASSURANCE. It shall be the responsibility of each successor of title to the property to ensure each purchaser or tenant read, understand and sign a copy of this BILL OF ASSURANCE to further ensure it's enforcement.

ARTICLE IV; VIOLATION OF BILL OF ASSURANCE

In the event any owner or tenant violate any of the covenants, written notice shall be given to the violator to cease and correct the violation within 24 hours from the receipt of notice. If after being notified to remedy such violation, the violation is to be corrected, stopped, removed or cleaned up within a thirty (30) day period from the date notice was received if such violation entails removing junk cars, trucks, equipment, trailers, mobile homes, etc. from the property.

ARTICLE V; SUBDIVISION OF PROPERTY

Said property may be subdivided, as long as the rules and regulations of the Cabot Planning Commission and Arkansas State Health Department are followed and grant permission for such development or subdividing.

ARTICLE VI: INVALIDATION

The invalidation of any one of these covenants, restrictions, or agreements herein contained by the Order of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

IN WITNESS WHEREOF, the Owners have hereunto set their hands and seals this 18th day of January, 2002.

Ronald Lewis Mulkey
Ronald Lewis Mulkey

Lila Ann Mulkey
Lila Ann Mulkey

ACKNOWLEDGMENT

On this 18th day of January, 2002, before me the undersigned a Notary Public, duly commissioned and acting, appeared in person the within named Ronald Lewis Mulkey and Lila Ann Mulkey, to me personally well known, who stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein set forth.

SUBSCRIBED AND SWORN to before me on this 18th day of January, 2002.

My commission expires: 5.03

Janna Lucas
NOTARY PUBLIC

CERTIFICATE OF RECORD
DOCN 200201105

8/24/2002 10:07:03 AM
Filed & Recorded in Official Records of
LONGME COUNTY

BECKY WILSON CLERK
Fees 417.00
BY *Becky Wilson* S.C.

DOCN 200708473

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That I/we, Wattensaw Development Group, LLC, Grantor(s), for and in consideration of the sum of \$1.00, and other good and valuable considerations do hereby grant, bargain, sell and convey unto the Bayou Two Public Facilities Board of Lonoke County, Arkansas, and unto their successors and assigns forever, a perpetual right, privilege and easement, with the right of ingress and egress across adjacent lands of the grantors, for the purpose of laying, constructing, improving, maintaining, repairing, replacing, testing and inspecting water lines, whether one or more, and appurtenances thereto, now and at different times in the future; no building may be constructed by the grantors upon the lands subject to this agreement; the grantors may at grantors' own risk, perform any other act upon said lands not inconsistent with the rights herein granted; said easement being twenty (20) feet in width, located on a 19.16 acre tract of land as described on Lonoke County Tax Parcel #001-08087-001, in Lonoke County, Arkansas, said easement being more particularly described as follows:

An easement twenty (20) feet in width with centerline of said easement existing forty (40) feet West of and parallel to the centerline of Mt. Tabor Road, located in the SE 1/4, Section 4, T-3-N, R-9-W, Lonoke County, Arkansas

Also, a temporary construction easement to exist ten (10) feet either side of, outside, and adjacent to said permanent easement. Temporary easement shall exist until completion of construction.

To have and to hold said easement, rights and privileges unto the said grantee, and unto its successors and assigns forever, for the purposes aforesaid. And said grantors covenant with said grantee, its successors and assigns that it shall have at all times the quiet use and enjoyment of said easement and rights.

And I/we, Wattensaw Development Group, LLC, for and in consideration as stated above, do hereby release and relinquish unto the said grantee all of our rights of dower, courtesy and homestead in and to the easement and rights herein conveyed.

IN WITNESS WHEREOF, I/we have hereunto set my/our hands and seals this 27th day of February, 2007.

Eutaw Horton
Grantor

Grantor

ACKNOWLEDGEMENT

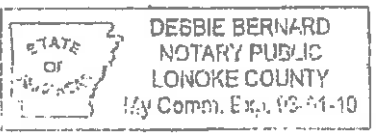
STATE OF ARKANSAS}}
COUNTY OF Lonoke}}

Be it remembered that on this day came before me the undersigned, a Notary Public, within and for the county aforesaid, duly commissioned and acting, Eutaw Horton, to me well known as the GRANTOR and stated that they had executed the same for the purpose therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public, on this 27 day of Feb, 2007.

My commission expires: 3-1-10

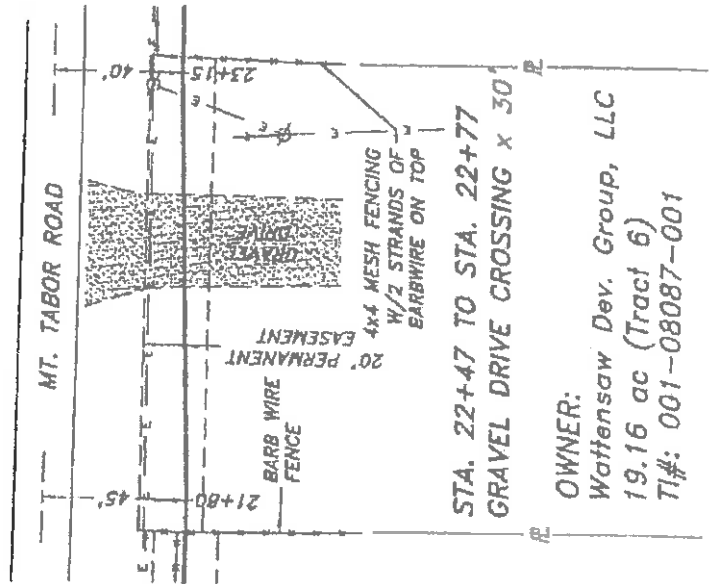
Debbie Bernard
Notary Public





scale: 1" = 50'

EXIST. 2" PVC WATERLINE
(APPROX. LOC.)



DOCH RECORDING 200708473
06/22/2007 03:19:23 PM
Filed & Recorded in Official Records of
LOWE COUNTY
DEBORAH OGLESBY CIRCUIT CLERK
Fees \$11.00
BY *J. Yalve* D.C.

This instrument prepared without examination of title or survey by Clinton D. McGue Attorney at Law PO Box 922 Cabot, AR 72023

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT MT. TABOR PROPERTIES, INC., an Arkansas Corporation, as to a 60% interest and GUYOT CONSTRUCTION, INC., an Arkansas Corporation, as to a 20% interest and WEATHERS, INC., an Arkansas Corporation, as to a 20% interest, GRANTORS, by their Chairmans and Presidents, duly authorized so to act by proper resolution of their Board of Directors, for and in consideration of the sum of Ten Dollars and other good and valuable consideration (\$10.00 and OVC) in hand paid by GRAND PRAIRIE BAYOU TWO PUBLIC WATER AUTHORITY, a public water authority, organized and existing under the laws of the State of Arkansas, ("GRANTEE"), whose mailing address is 11177 Arkansas Highway 31 North, Austin, AR 72007, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its successors and assigns forever, the following described lands lying in the County of Lonoke, State of Arkansas, to-wit:

See Legal Description attached hereto as Exhibit "A"

To have and to hold the same unto the said GRANTEE, and unto its successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

And, GRANTORS, MT. TABOR PROPERTIES, INC., an Arkansas Corporation, as to a 60% interest and GUYOT CONSTRUCTION, INC., an Arkansas Corporation, as to a 20% interest and WEATHERS, INC., an Arkansas Corporation, as to a 20% interest, hereby covenant with said GRANTEE that it will forever warrant and defend the title to said lands against all lawful claims whatever.

IN WITNESS WHEREOF, the name of the GRANTORS is hereunto affixed by its chairman and president this 19th day of February, 2013.

MT. TABOR PROPERTIES, INC.

GUYOT CONSTRUCTION, INC.

By: [Signature]
Chairman and President

By: [Signature]
Chairman and President

WEATHERS, INC.

By: [Signature]
Chairman and President

I certify under penalty of false swearing that at least the legally sufficient amount of documentary stamps have been placed on the instrument.

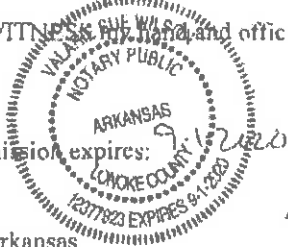
[Signature]
11177 AR Hwy 31 North
Austin, AR 72007

ACKNOWLEDGMENT

State of Arkansas
County of LONOKE

BE IT REMEMBERED, that on this 19 day of FEBRUARY, 2013, before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared BARRY WEATHERS who acknowledged himself to be the Chairman and/or President of Mt. Tabor Properties, Inc., an Arkansas Corporation, and that he, as such Chairman and/or President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as PRESIDENT/CHAIRMAN

WITNESS my hand and official seal this 19 day of FEBRUARY, 2013.



Valerie Sue Wilson
Notary Public

My commission expires: 9/1/2010

ACKNOWLEDGMENT

State of Arkansas
County of LONOKE

BE IT REMEMBERED, that on this 19 day of FEBRUARY, 2013, before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared KONNIE GUYOT who acknowledged himself to be the Chairman and/or President of Guyot Construction, Inc., an Arkansas Corporation, and that he, as such Chairman and/or President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as PRESIDENT/CHAIRMAN

WITNESS my hand and official seal this 19 day of FEBRUARY, 2013.



Valerie Sue Wilson
Notary Public

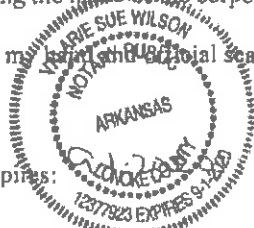
My commission expires: 9/1/2010

ACKNOWLEDGMENT

State of Arkansas
County of LONOKE

BE IT REMEMBERED, that on this 19 day of FEBRUARY, 2013, before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared BARRY WEATHERS who acknowledged himself to be the Chairman and/or President of Weathers, Inc., an Arkansas Corporation, and that he, as such Chairman and/or President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as PRESIDENT/CHAIRMAN

WITNESS my hand and official seal this 19 day of FEBRUARY, 2013.



Valerie Sue Wilson
Notary Public

My commission expires: 9/1/2010

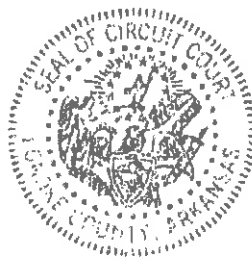
EXHIBIT "A"

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 9 WEST, LONOKE COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SAID NW1/4 NE1/4 OF SEC. 9; THENCE SOUTH 1°24'34" WEST 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°23'03" EAST 191.37 FEET; THENCE SOUTH 1°24'34" WEST 309.45 FEET; THENCE NORTH 88°36'43" WEST 191.37 FEET TO THE EAST LINE OF THE SAID NE1/4 NW1/4; THENCE CONTINUING NORTH 88°36'43" WEST ALONG SAID LINE 88.50 FEET; THENCE NORTH 0°26'03" EAST 308.21 FEET; THENCE SOUTH 89°51'22" EAST 93.77 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED TRACT CONTAINING 2.01 ACRES, MORE OR LESS.

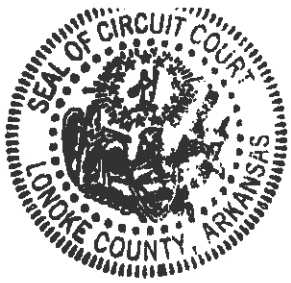
30 FOOT ACCESS AND UTILITY EASEMENT:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4; AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 9 WEST, LONOKE COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SAID SW1/4 SE1/4 OF SEC. 4, THENCE SOUTH 88°23'03" EAST 191.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 1°07'17" EAST 926.81 FEET TO THE SOUTH LINE OF MT. LABOR ESTATES; THENCE SOUTH 88°57'04" EAST ALONG SAID LINE 30.00 FEET; THENCE SOUTH 1°07'17" WEST 927.10 FEET TO THE NORTH LINE OF THE SAID NW1/4 NE1/4, THENCE SOUTH 1°24'34" WEST 369.33 FEET; THENCE NORTH 88°36'43" WEST 30.00 FEET; THENCE NORTH 1°24'34" EAST 369.45 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED TRACT CONTAINING 0.89 ACRE, MORE OR LESS

NOTE: THIS LEGAL DESCRIPTION WAS PROVIDED TO US BY A SURVEY DATED 9/30/2013, PREPARED BY STEVEN H. BEADLE RLS # 819. ALTHOUGH THE LEGAL MAKES A REFERENCE TO A POINT ON THE SOUTH LINE OF MT. LABOR ESTATES, WE DO NOT FIND A PLAT RECORDED AS OF THE DATE OF THIS SEARCH AND WE DO NOT FIND THAT THIS EASEMENT JOINS OR MEETS ANY OTHER EASEMENTS FOR ROADS AS OF THE DATE OF THIS SEARCH.



CERTIFICATE OF RECORD
DOC# RECORDING201401800
02/25/2014 03:08:16 PM
Filed & Recorded in Official Records of
LONOKE COUNTY
DEBORAH OGLESBY CIRCUIT CLERK
Fees \$25.00
BY T. Edge D.C.



BILL OF ASSURANCE

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

**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
5590**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, MT. TABOR PROPERTIES, INC., GUYOT CONSTRUCTION, INC., are the owners of the following described property in Lonoke County, Arkansas,

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 there of.

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 it's 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 Tracts, 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 Tracts shall be for the use and benefit of all owners of the Lots associated with the Lake Tracts. 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

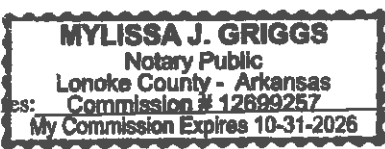
Barry Weathers 9-18-17
Weathers, Inc. Date
Barry Weathers, President

AKNOWLEDGEMENT

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.



Mylissa J. Griggs
Notary Public

My Commission expires:

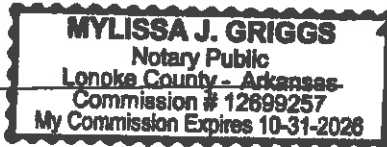
AKNOWLEDGEMENT

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

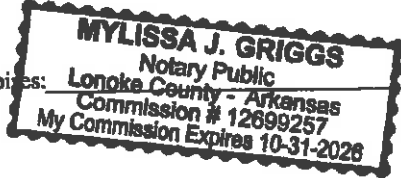
AKNOWLEDGEMENT

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

LONOKE COUNTY SUBDIVISION
SET UP SHEET

NAME: Mt. Tabor Estates (Lots 71-106, 194-196, 198-199) LCA

PROPERTY: SE 4-3N-9W & NE 9-3N-9W

RECORDING INFO: B.A. INSTRUMENT NO 2017-09250 fr 9-20-17

PLAT NO: PC2-1403

RANGE DATA:

BLOCK NO. _____ LOTS _____ thru _____

BLOCK NO. _____ LOTS _____ thru _____

BLOCK NO. _____ LOTS _____ thru _____

BLOCK NO. _____ LOTS _____ thru _____

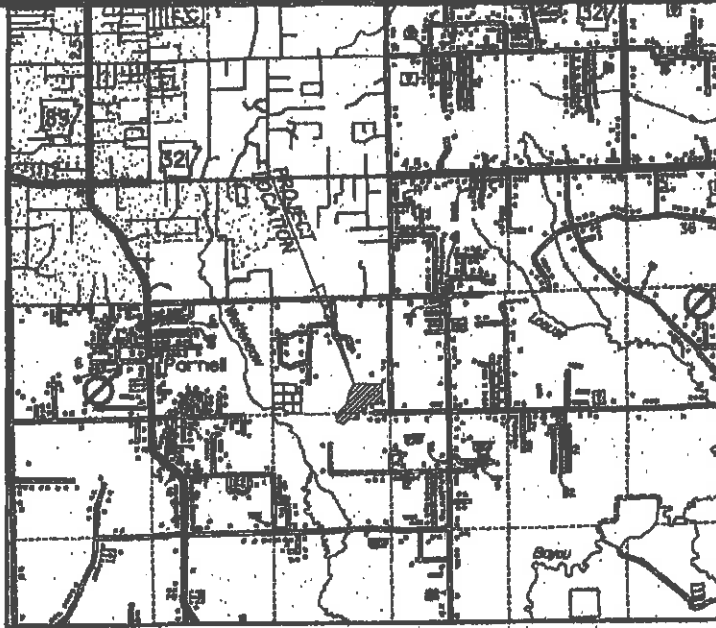
LOTS ONLY (no blocks) LOTS 71 thru 106

LOTS 194 thru 196

LOTS 198 thru 199

LOTS _____ thru _____

TRACTS: _____



VICINITY MAP
SCALE: 1" = 4000'

LEMONS ENGINEERING CONSULTANTS, INC.
204 CHERRY STREET
CABOT, ARKANSAS 72023
(501) 843-5081 • Fax: (501) 941-0959
ENGINEERING + SURVEYING
WATER • SEWER • TRANSPORTATION • SUBDIVISIONS



CERTIFICATE OF ENGINEERING ACCURACY:

I, TIMOTHY B. LEMONS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A PLAT MADE BY ME, OR UNDER MY SUPERVISION.

9/13/17
DATE

Timothy B. Lemons
TIMOTHY B. LEMONS, REGISTERED PROFESSIONAL ENGINEER NO. 7373, ARKANSAS



CERTIFICATE OF SURVEYING ACCURACY:

I, STEVEN H. BEADLE, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN.

9-13-2017
DATE

Steven H. Beadle
STEVEN H. BEADLE, ARKANSAS PROFESSIONAL SURVEYOR, NO. 819

CERTIFICATE OF OWNERS:

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED, AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

9-18-17
DATE

Jay Weathers
OWNER Mt. Tabor Properties, Inc.

9-18-17
DATE

Jay Weathers
OWNER Weathers, Inc.

9-18-17
DATE

Ronnie Lyot
OWNER Guyot Constr., Inc.

9-20-17
DATE OF EXECUTION

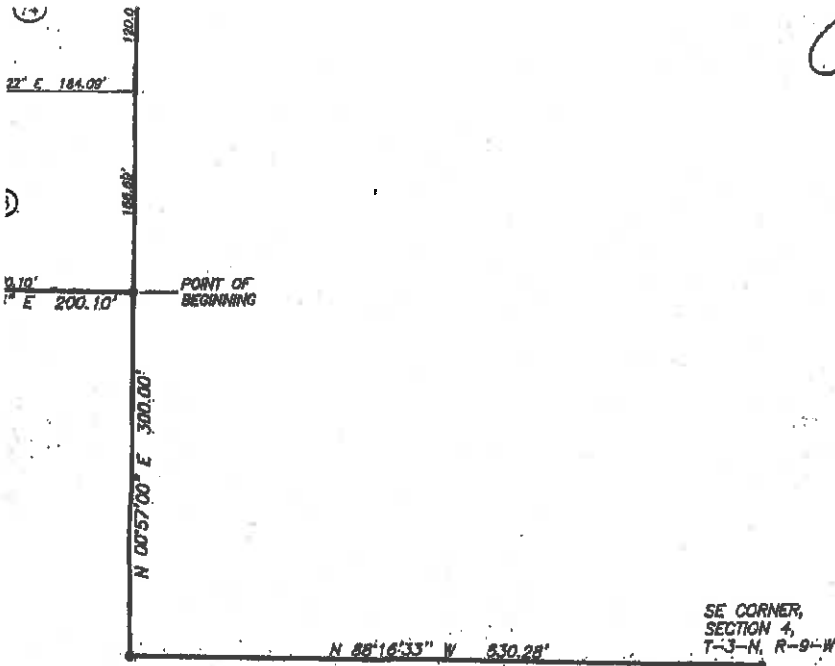
Doug Evans
SIGNED: COUNTY JUDGE

NE CORNER,
SECTION 4,
T-3-N, R-6-W

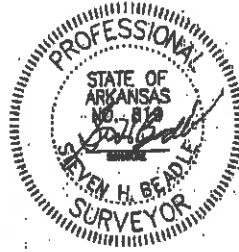
FINAL PLAT - MT. TABOR ESTATES
LOTS 71-106, L94-L96, L98 & L99
PART OF THE SE 1/4 OF SECTION 4 & PART OF THE NE 1/4 OF SECTION 9, T-3-N, R-9-W, LONOKE COUNTY, ARKANSAS

Prepared For:
Weathers, Inc.
Guyot Construction, Inc.
Mt. Tabor Properties, Inc.
Cabot, AR 72023

Date	By



SUPERVISION.
9/13/17
 DATE



CERTIFICATE OF SURVEY
 I, STEVEN H. BEADLE, A
 CORRECTLY REPRESENTS SI
 AND ALL MONUMENTS SI
 THEIR LOCATION, SIZE, T
 SHOWN.
9-13-2017
 DATE

CERTIFICATE OF OWNERS
 WE, THE UNDERSIGNED,
 AND DESCRIBED HEREIN
 LAID OFF, PLATTED, AND
 PLAT AND SUBDIVIDE SA
 THIS PLAT.
9-18-17
 DATE
9-18-17
 DATE
9-18-17
 DATE

9-20-17
 DATE OF EXECUTION
9-20-17
 DATE OF EXECUTION

GENERAL NOTES:

- 1.) IRON PINS ARE SET AT ALL LOT CORNERS.
- 2.) EASEMENTS TO BE USED FOR UTILITIES AND DRAINAGE.
- 3.) ALL EASEMENTS ARE AS NOTED.
- 4.) ALL BUILDING LINES ARE AS NOTED.
- 5.) ALL CORNERS HAVE A RADIUS OF 25' UNLESS OTHERWISE NOTED.

BA #2017-09250

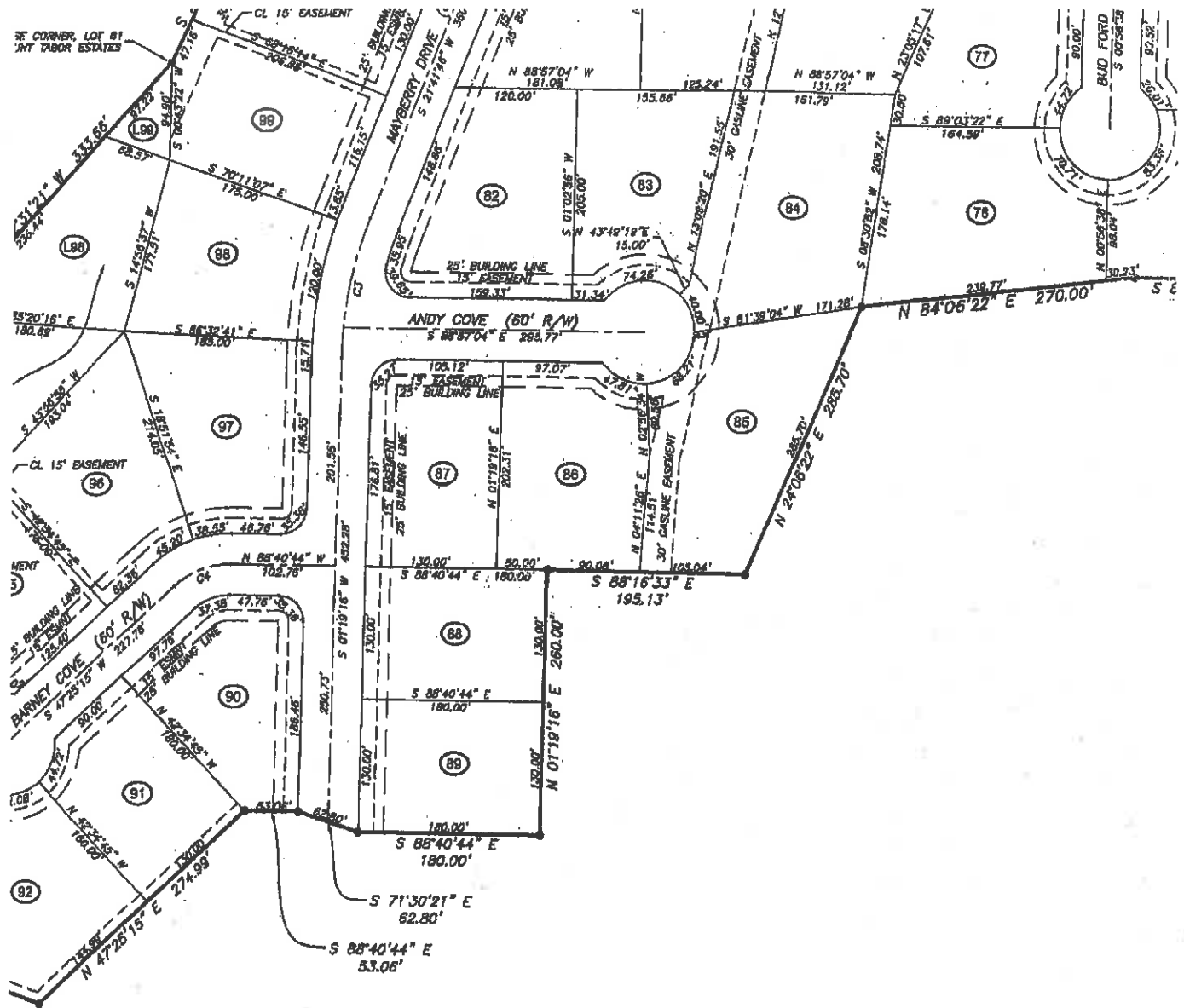
CERTIFICATE OF RECORDING:

THIS DOCUMENT, FILED FOR RECORD 9-20-17
 IN PLAT CABINET PC 2, PAGE 1403

September 20, 2017
 DATE

Deborah G. Gentry
 SIGNED
Deborah G. Gentry
 LONDRKE COUNTY CLERK





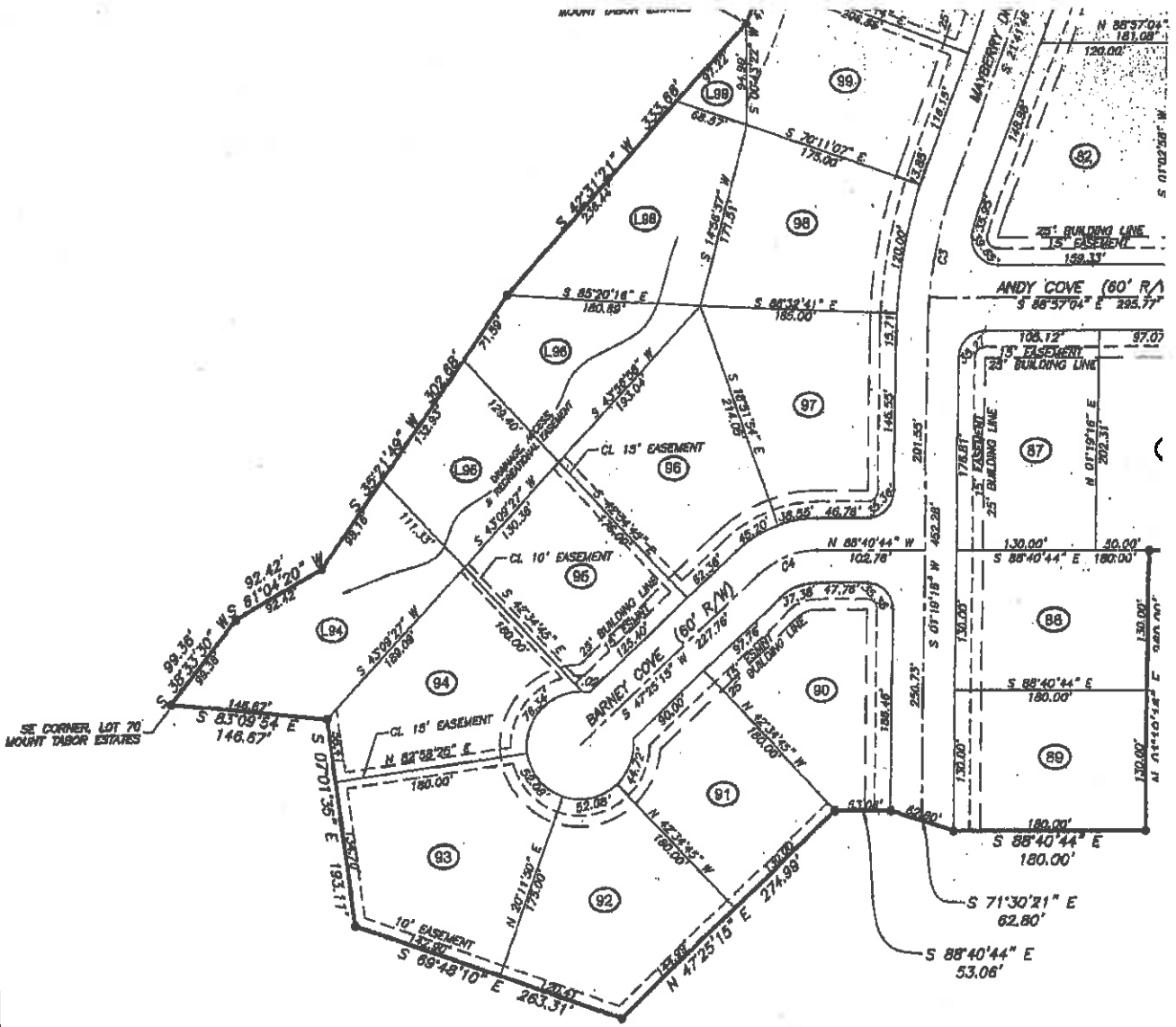
CHORD BEARING	DELTA ANGLE
S 03°34'13" W	05°15'11"
S 56°22'21" W	68°21'11"
S 11°30'31" W	20°22'30"
S 89°22'16" W	43°54'01"

MERGENCY
INSURANCE PROGRAM,
0040E, EFFECTIVE
EXPICTED ON THIS PLAT
& AREA DETERMINED TO
FLOODPLAIN.

PROPERTY DESCRIPTION:

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:

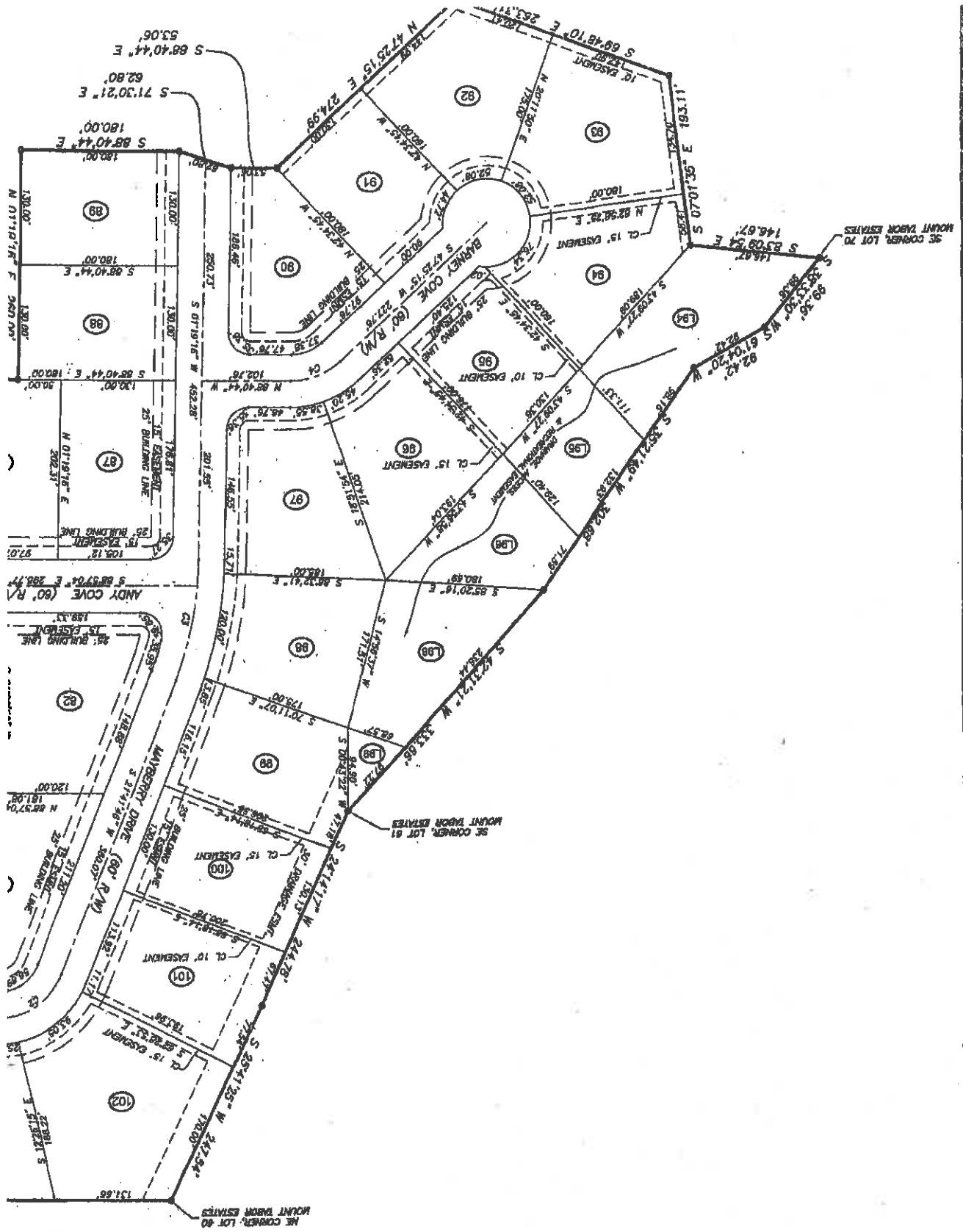
Commencing at the SE corner of Section 4, T-3-N, R-9-W; thence N 88°16'33" W, 530.28 feet; thence N 00°57'00" E, 300.00 feet to the point of beginning; thence N 00°57'00" E, 646.69 feet to the SE corner of Lot 1 Mount Tabor Estates, Lots 1-49 as recorded on 12-4-13 at the Lonoke County Courthouse; thence 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 36°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 28.8973 acres more or less.

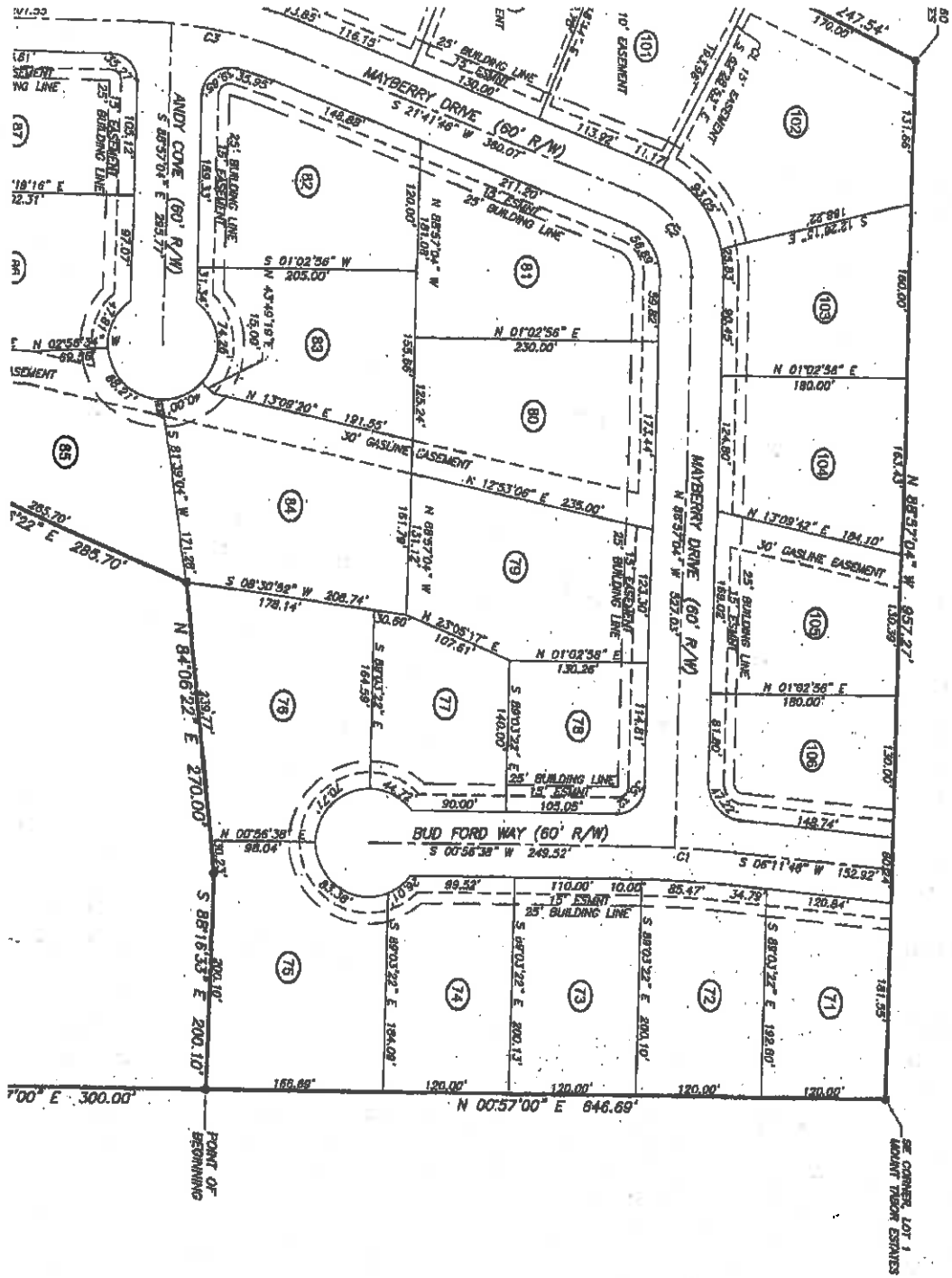


CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1071.58'	98.24'	98.21'	S 03°34'13" W	08°15'11"
C2	80.00'	98.83'	91.03'	S 58°22'21" W	69°21'11"
C3	391.71'	139.30'	138.56'	S 11°30'31" W	20°22'30"
C4	80.00'	61.30'	59.81'	S 69°22'16" W	43°54'01"

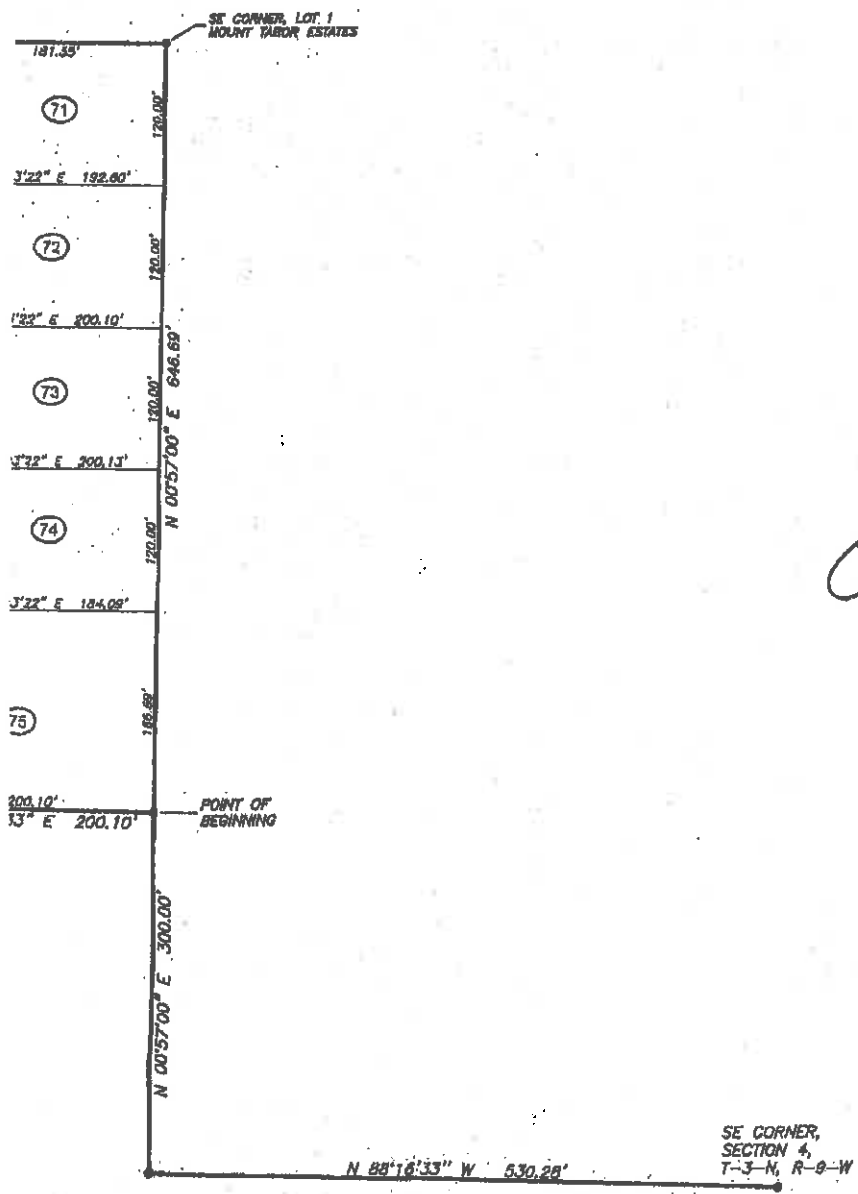
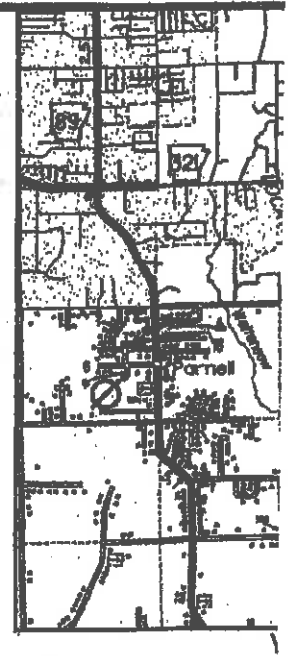
FLOOD CERTIFICATION:

BASED UPON REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, FIRM PANEL 125 OF 575, MAP #05085C0040E, EFFECTIVE DATE: JUNE 18, 2006, THE PROPERTY DEPICTED ON THIS PLAT APPEARS TO BE LOCATED WITHIN ZONE X, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

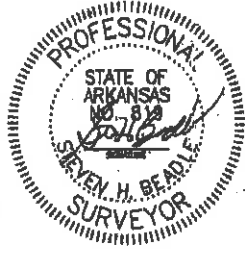




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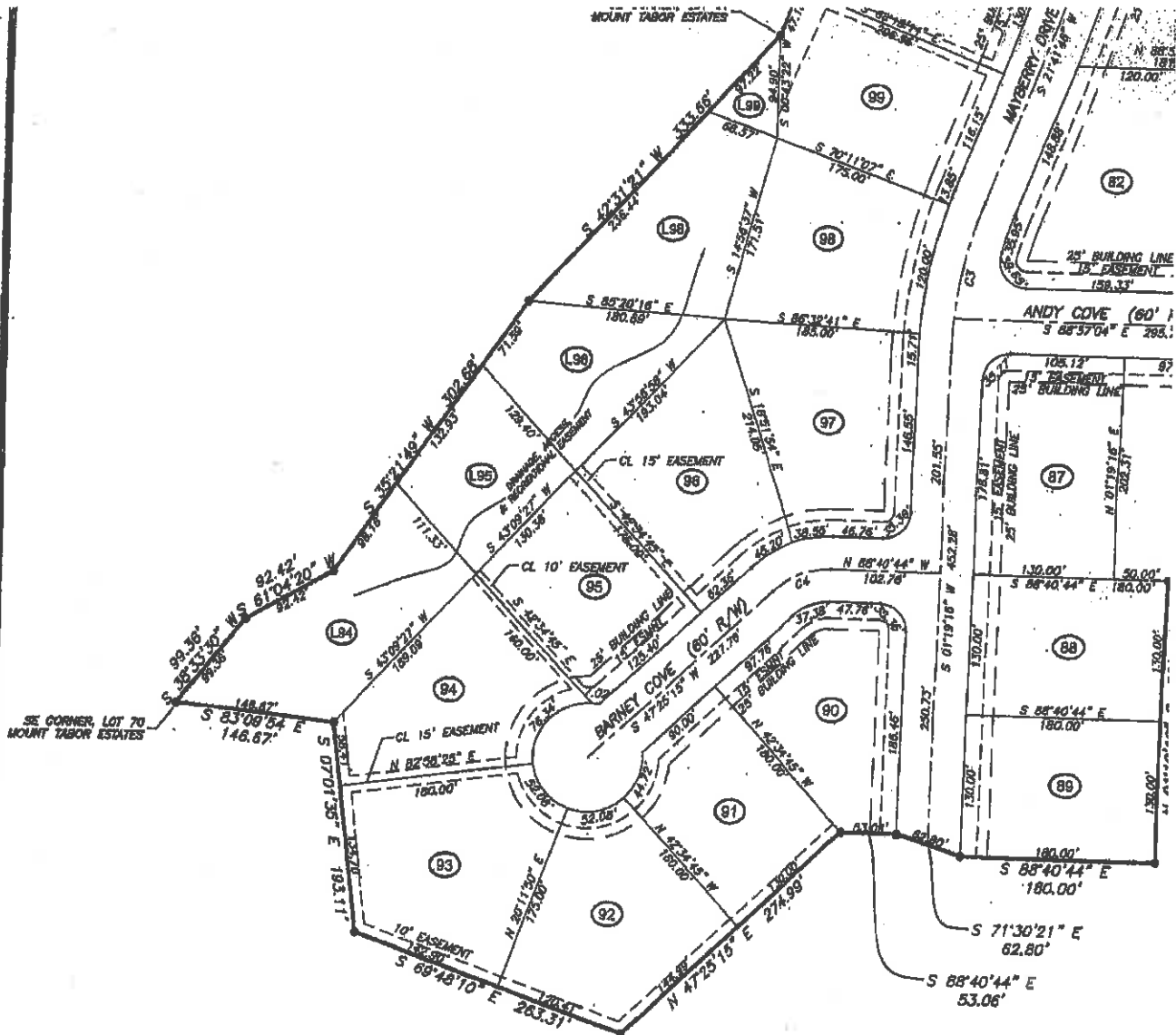
CERTIFICATE OF ENGINE
I, TIMOTHY B. LEMONS,
CORRECTLY REPRESENT
SUPERVISION.
9/13/17
DATE



CERTIFICATE OF SURVEY
I, STEVEN H. BEADLE,
CORRECTLY REPRESENT
AND ALL MONUMENTS
THEIR LOCATION, SIZE,
SHOWN.
9-13-2017
DATE

CERTIFICATE OF OWNER
WE, THE UNDERSIGNED,
AND DESCRIBED HEREIN
LAID OFF, PLATTED, AN
PLAT AND SUBDIVIDE S
THIS PLAT.
9-18-17
DATE
9-18-17
DATE
9-18-17
DATE

9-20-17
DATE OF EXECUTION
9-20-17



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1071.58'	98.24'	98.21'	S 03°34'13" W	05°15'11"
C2	80.00'	96.83'	91.03'	S 56°22'21" W	68°21'11"
C3	391.71'	139.30'	138.56'	S 11°30'31" W	20°22'30"
C4	80.00'	61.30'	59.81'	S 69°22'16" W	43°54'01"

FLOOD CERTIFICATION:

BASED UPON REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, FIRM PANEL 125 OF 575, MAP #05085C0040E, EFFECTIVE DATE: JUNE 16, 2006, THE PROPERTY DEPICTED ON THIS PLAT APPEARS TO BE LOCATED WITHIN ZONE X, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

