

BILL OF ASSURANCE
CROWN VIEW 2nd ADDITION TO HORSESHOE BEND ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That Ben's Creek Investments, Inc., hereinafter called Grantor, is the owner of the following described land lying in Izard County, Arkansas, to-wit:

Beginning at the NW corner of the NW 1/4 of the SW 1/4 of Section 21, Township 18 North, Range 7 West, Izard County, Arkansas; thence North 00 degrees 47 minutes 06 seconds East, 403.0 feet to a point on the South lot line of Lot 56, Crown View Second Addition to Horseshoe Bend Estates as shown on plat of same filed in the office of the circuit clerk of Izard County on the 22nd day of March, 1976, in Plat Book 2 at page 64, which point is the true point of beginning; thence South 89 degrees 12 minutes 54 seconds East 82.59 feet to a point; thence Easterly along a curve right described as having a radius of 640.0 feet, a central angle of 27 degrees 50 minutes 46 seconds, and an arc distance of 311.06 feet; thence South 61 degrees 22 minutes 08 seconds East 500.0 feet; thence South 01 degrees 28 minutes 19 seconds West 83.37 feet; thence South 16 degrees 47 minutes 24 seconds West, 57.99 feet; thence South 32 degrees 35 minutes 40 seconds East, 679.43 feet; thence South 22 degrees 57 minutes 00 seconds East, 104.39 feet; thence South 10 degrees 02 minutes 58 seconds East, 139.18 feet; thence South 03 degrees 27 minutes 16 seconds East, 145.74 feet; thence South 04 degrees 41 minutes 17 seconds West, 272.98 feet; thence south 26 degrees 17 minutes 25 seconds West, 268.67 feet; thence South 30 degrees 25 minutes 48 seconds West, approximately 455.0 feet to a point on the Northeast right of way of Tri-Lakes Drive; thence following the Northeast right of way of Tri-Lakes Drive in a Northwesterly direction to the point where it intersects with the East right of way of Ivory Lane; thence North 00 degrees 47 minutes 06 seconds East along the East right of way of Ivory Lane to the point where said East right of way line intersects with the South lot line of Lot 58, Crown View Second Addition to Horseshoe Bend Estates; thence South 89 degrees 12 minutes 54 seconds East 300 feet to the Point of Beginning. Containing a total of 25 acres, more or less. Subject to any mineral reservations of Grantors in the Chain of Title.

And it being deemed desirable that the above described property be now subdivided into building plots and easements with certain areas reserved as shown on the attached plat and that said property be held, owned and conveyed, as platted, subject to the protection herein contained in order to enhance the value and use of the said property.

NOW THEREFORE, Ben's Creek Investments, Inc., an Arkansas Corporation, for and in consideration to the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value, does cause to be made a plat hereto attached showing surveys made by James W. Cook, Registered Land Surveyor, and executed by him on this date showing the bounds and dimensions of the property now being subdivided into lots described by numbered lots, easements and reserved areas, and the said Grantor hereby donates and dedicates perpetual use of said easements shown thereon to the public use forever. There are certain easements for drainage, utilities, etc., which Grantor does hereby donate and dedicate to for the use of or by, or for the benefit of, public utilities, the same being, without being limited by the generality of the foregoing, electric power, telephone and sewer with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utility services to use and occupy said easements and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

The filing of the Bill of Assurance and plat for record, in the office of the Circuit Clerk and Recorder of Izard County, Arkansas, shall be a valid and complete delivery and dedication of the easements subject to the limitations herein set out.

RESTRICTIONS AND COVENANTS

1. Each lot in Crown View 2nd Addition to Horseshoe Bend estates shall be occupied only by one(1) single family dwelling structure and such accessory building as is clearly incidental and normal and is operated and maintained by the owner of the lot, provided, however, that the accessory buildings shall not be a residence and is constructed in the same architectural mode as the dwelling structure; HOWEVER THE CITY OF HORSESHOE BEND PRESENTLY DOES NOT PERMIT THE CONSTRUCTION OF UNATTACHED ACCESSORY BUILDINGS OF OVER 300 SQ.FT.
2. No residence or accessory structure shall be erected, placed or altered on any lot, until after the building plans, specifications, and plot plans showing the location of said residence have been approved in writing as being in conformity and harmony with the external design, location, and size desired by the Corporation or its successors and the appropriate Zoning Commission of the city of Horseshoe Bend, and until the procurement of a building permit from the City of Horseshoe Bend.
3. No temporary structure or temporary living quarters not in conformity with this Bill of Assurance shall be permitted for any period of time.
4. The dwelling unit must be a permanent structure and must have an exterior material composed of natural or stained wood, masonite, brick, rustic masonry, cut or native stone, glass, and roofs of cedar shake or composition asphalt, or a rustic combination of said materials, which materials shall be approved in the manner provided for in paragraph 2 hereof.
5. Each lake front dwelling unit must have at least 1850 square feet of floor space, including carport, with at least 1500 square feet of this as living space on the first floor level. Each dwelling shall contain at least two bathrooms. On split level homes the first floor may be determined by a combination of any two of the three levels. All homes shall have complete indoor toilet facilities of modern plumbing connected to an acceptable sewage disposal system, all modern electric wiring completed and installed, all of which shall be equal to or better than the code requirements published by the City of Horseshoe Bend and/or the Federal Housing Administration in its publication entitled "minimum Prerty Standards", whichever be the higher requirements. Foundations must be complete, and outside pier type not enclosed shall not be permitted without written permission by at least two adjoining property owners and/or Ben's Creek Investments, Inc. Or its successors and the City of Horseshoe Bend. In cases of approval, the plumbing and other mechanical items must still be permanently and completely enclosed. No residence shall be located on any lot nearer to the front line than 45 feet nor nearer to the rear line than 25 feet.
6. No residence or building shall be located nearer to the interior lot side line than a distance of 15 feet or ten percent (10%) of the average width of the lot whichever is greater, and in no event shall it be located nearer than 30 feet to the side line if the side line borders a public street or road. No fence enclosures shall be constructed between the street easements and the front portion of the construction dwelling above the height of three (3) feet.

RESTRICTIONS AND COVENANTS

7. No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall any trash or other refuse be thrown, placed or dumped upon any vacant lot or shall anything ever be done which may or shall become an annoyance or nuisance to the neighborhood or area in general. No advertising signs of any kind may be placed or erected on any parcel of property without specific permission of the appropriate Zoning Commission of the City of Horseshoe Bend and Ben's Creek Investments, Inc., or their successors or assigns.
8. Easements for the installation, maintenance, repair and replacement of utility services, sewer or drainage have heretofore been donated and dedicated. Said easements being at various widths shall be respected by the property owners and trees, shrubbery, incinerators, structures or any other type of improvements on said easements may be destroyed at any time when necessary or when deemed economically required by any person, firm, or corporation engaged in supplying said services, without liability of any kind or nature as a result of said destruction.
9. Easements and rights of way may be changed at any time by agreement with the owner provided such change or changes do not adversely affect adjoining property.
10. All pets and domesticated animals shall be confined to the lot or lands owned or controlled by the owner of such pet or domesticated animal, except only when such animal is on leash or otherwise directly controlled by said owner or a member of his household or his designee.
11. These covenants 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 of these covenants being recorded, after which time said covenants shall be automatically extended for successive periods of years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such covenants in whole or in part.
12. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.
13. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

IN WITNESS WHEREOF, the Grantor by its duly authorized officers have h
unto affixed their hands and seals on this 5th day of JUNE, 2000.

BEN'S CREEK INVESTMENTS, INC.

APPROVED:
HORSESHOE BEND PLANNING COMMISSION
CITY OF HORSESHOE BEND, ARKANSAS

BY: *Derrick Cook*
Derrick Cook, President

BY: *Richard M. Goodwin*
Richard M. Goodwin, Secretary

Date: 6/5/00

FILED

OFFICE OF THE
CLERK OF THE
BOARD COUNTY CLERK, 30 A.
Book 217 Page 688 10: M
Date: 6-7-00 *Also filed in spec. Book*
RC 17, page 718A
By: *RC*