

BILL OF ASSURANCE

DIAMOND COVE ADDITION TO HORSESHOE BEND ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That Horseshoe Development Corporation, hereinafter called Grantor, is the owner of the following described land lying in IZARD County, Arkansas, to-wit:

This plat consists of a part of the Northeast Quarter ($NE\frac{1}{4}$) and the North One-half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$), of Section 15; the West one-half of the Northwest Quarter ($W\frac{1}{2}NW\frac{1}{4}$), and the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$) of Section 14, all in Township 18 North, Range 7 West, as shown on the attached plat.

And it being deemed desirable that the above described property be now subdivided into building plots and parks, roads 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, Horseshoe Development Corporation, 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 the said James W. Cook, Surveyor, and executed by him on this date showing the bounds and dimensions of the property now being subdivided into lots and roads described by numbered lots, roads, easements and reserved areas, and the said Grantor hereby donates and dedicates said roads to the public, hereafter easement of way over the streets as shown by said plat to be used for surfaced roads, or easements for property owners exclusive use or as the property owners choose. In addition to said roads, as shown on said plat, 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, gas, telephone, water 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 roads and easements subject to the limitations herein set out.

The lands embraced in said plat shall be forever known as Diamond Cove Addition to Horseshoe Bend Estates, (consisting of a part of the Northeast Quarter ($NE\frac{1}{4}$) and the North One-half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$) of Section 15; the West One-half of the Northwest Quarter ($W\frac{1}{2}NW\frac{1}{4}$), and the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$) of Section 14, all in Township 18 North, Range 7 West in IZARD County, Arkansas, as shown on the attached plat), and any and every deed of conveyance for any lot in said subdivision describing the same by the number or numbers shown on said plat shall always be deemed sufficient description thereof.

36 DIAMOND
COVE

RESTRICTIONS AND COVENANTS

1. Each homesite in Diamond Cove Addition to Horseshoe Bend Estates is restricted to the construction of one single family dwelling unit per lot.
2. No residence or structure shall be erected, placed or altered on any lot until after the building plans, specifications and plat plans, specifications showing the location of said residence, have been approved in writing as in conformity with and in harmony with the external design and location and size desired by the Corporation or its successors or by a duly designated property owners association.
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 a material exterior composed of wood, anodized metal, masonry or cut natural or native stone, masonite or a combination of said materials or equivalent materials, which materials shall be approved as and in the manner provided for in Paragraph 2 hereof.
5. Each dwelling unit must have at least 1100 square feet of floor space, including carport, with at least 900 square feet of this space heated and on the first floor level except on lots numbered 21 through Lot 36, Lots 49 through 90, on which lots each dwelling must have not less than 1400 square feet of covered floor space including garage or carport, with at least 1000 square feet of heated and cooled area on the first floor level. Each dwelling on said specifically described lots shall contain at least one and one-half 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 a septic tank sewage disposal unit, or other type of 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 Horseshoe Development Corporation and/or the City Of Horseshoe Bend, Arkansas, whichever be the higher requirements. Foundations must be complete, and outside pier type, not enclosed, shall not be permitted. The plumbing and other mechanical items must 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. No structure other than a boat house, which shall not exceed 4 feet in height, shall be permitted on the lot unless same shall join and be a part of the main dwelling structure.
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 four (4) feet.
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 Horseshoe Development Corporation, its, 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 hereunto affixed their hands and seals on this 2nd day of January, 1972.

HORSESHOE DEVELOPMENT CORPORATION

By: _____

William R. Pratt
William R. Pratt - President

ATTEST:

Richard L. Pratt
Richard L. Pratt - Secretary

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)
COUNTY OF IZARD)

BE IT REMEMBERED, That on this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the County and State, appeared in person the within named William R. Pratt and Richard L. Pratt, to me personally well known, who stated that they were the President and Secretary, respectively, of Horseshoe Development Corporation, a corporation, and were

duly authorized in their respective capacities to execute the foregoing instrument and for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the considerations, uses and purposes therein contained and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this the 2nd day of January, 1972.

Martin B. Hare
Notary Public

My Commission Expires:

22 March 73

CERTIFICATE OF RECORD

STATE OF ARKANSAS }
COUNTY OF IZARD } ss

I, CHARLES CHEATHAM, Clerk of the Circuit Court and Ex-Officio Recorder for the County aforesaid, do hereby certify that the within and foregoing instrument was filed for record in my office on the 27 day of January, 1972 at 4:00 o'clock P. M. and the same is now duly recorded with the following number and certificates thereon in Book 72 Page 232

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of said court this 27 day of January, 1972

Charles Cheatham