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BILL OF ASSURANCE

WOODLAND 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 Southeast Quarter (SE 1/4) of Section 18 and the North One-Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section 19, all in Township 18 North, Range 7 West in IZARD County, Arkansas, as shown on the attached plat.

And it being deemed desirable that the above described property be now subdivided into building plots and 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, and 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 Jim S. Ferguson, engineer, 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 Woodland Addition to Horseshoe Bend Estates, (consisting of a part of the Southeast Quarter (SE 1/4) of Section 18, and the North One-Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section 19 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.

RESTRICTIONS AND COVENANTS

1. Each homesite in Woodland Addition of 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 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.

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WOODLAND

3. During the construction of a permanent type dwelling unit, a temporary structure may be erected on a homesite which must be either removed or replaced with a permanent structure within six (6) months from the date the erection of the temporary structure was begun. Failure to remove same within such period of time will result in automatic condemnation and the property owners association or the Horseshoe Development Corporation or its successors shall have the absolute right of destruction and removal without recompense.

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 manner provided for in Paragraph 2 hereof.

5. Each dwelling unit must have at least 1000 square feet of floor space, including carport, with at least 800 square feet of this space heated and on the first floor level. Each dwelling unit constructed on lots 318 through 327 shall have a minimum of 1400 square feet of floor space under roof with at least 1000 square feet heated on the first floor level. On split homes the first floor may be determined by a combination of any two of the three levels. Each dwelling constructed on lots 318 through 327 shall have at least one and one-half baths. 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 Federal Housing Administration in its publication entitled "Minimum Property 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 Horseshoe Development Corporation or its successors. 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 30 feet.

6. The placement of dwellings on lots 327, 306, 60, 61, 192, 194, 183, 184, 201, 171 and 173 shall be in harmony with the front, rear and side lot line restrictions as approved in writing by Horseshoe Bend Property Owners Association, or Horseshoe Development Corporation, its, or their successors or assigns.

7. No residence or building shall be located nearer to the interior lot side line than a distance of 15 feet or ten per cent (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.

8. 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 Horseshoe Bend Property Owners' Association or Horseshoe Development Corporation, its, or their successors or assigns.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

IN WITNESS WHEREOF, the Grantor by its duly authorized officers have hereunto affixed their hands and seals on this 5th day of August, 1967.

HORSESHOE DEVELOPMENT CORPORATION

By: William R. Pratt  
William R. Pratt, President

ATTEST:

Richard L. Pratt  
Richard L. Pratt, Secretary

ACKNOWLEDGMENT

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 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 5th day of August, 1967.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**WOODLAND GREENS ADDITION I TO HORSESHOE BEND**

KNOW ALL MEN BY THESE PRESENTS:

That Joseph P. Polino, hereinafter called grantor, is the owner of the following described land lying in Izard County, Arkansas, to-wit:

A tract of land beginning at the northwest corner of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 8 in Township 18 North, Range 7 West of the 5<sup>th</sup> Principal Meridian in Izard County, Arkansas that lies North and West of the right of way of Shady Lane and containing 7.97 Acres, more or less.

And whereas it is desired to subdivide said property into residential lots allocating certain areas for easements for roads and utilities in accordance with applicable law and regulations of the City of Horseshoe Bend, Arkansas;

NOW, THEREFORE, SAID GRANTOR, for and in consideration of the benefits which accrue to him, does hereby submit the attached plat showing surveys prepared by Jack Bond, a licensed surveyor, and executed by him on the date as shown on the plat, detailing the bounds and dimensions of the property now being subdivided into lots with easements for reserved areas as well as roads and utility right-of-ways appropriate and necessary for this residential subdivision.

And the Grantor does hereby donate, convey and delegate to the City of Horseshoe Bend, said roads and related easements supporting utilities of all kinds.

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

Bill of Assurance  
Woodland Greens Addition I

dedication of the roads and easements subject to the limitations hereinafter set out.

The land embraced in said plat shall be forever known as Woodland Greens Addition I to Horseshoe Bend (located in part of SE ¼ of NW ¼ as hereinabove described) and reference to the lot number in this plat shall be a complete legal description in any deed or other document filed for record in the Circuit Court Clerk's Office.

**RESTRICTIONS AND COVENANTS**

1. Each homesite in Woodland Greens Addition I to Horseshoe Bend 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 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. During the construction of a permanent type dwelling unit, a temporary construction structure may be erected on a homesite which must be removed within six (6) months from the date the temporary structure was begun. Failure to remove same within such period of time will result in automatic condemnation, and the Homeowners' Association or the Developer, or its successors shall have the absolute right of destruction and removal without recompense.

Bill of Assurance

Woodland Greens Addition I

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, vinyl or metal siding or stucco, 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 1250 square feet of floor space, including carport or garage, with at least 950 square feet of this space heated and on the first floor level. On split level homes, of three or more levels, the first floor may be determined by a combination of any two adjacent levels. Each dwelling shall have at least one and one-half baths. All homes shall have complete indoor toilet facilities of modern plumbing connected to a sewer line, all modern electric wiring completed and installed, all of which shall be equal to or better than the code requirements published by ICC (International Code Council and the City of Horseshoe Bend Building Code).

Foundations must be complete, and outside pier type, not enclosed, shall not be permitted. 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 25 feet nor nearer to the rear line than 20 feet. All building plans are subject to approval by the Developer, or its successors.

6. No residence or building shall be located nearer to the interior lot side line than a



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distance of 10 feet or ten percent (10%) of the average width of the lot, whichever is greater, and in no event shall be located nearer than 25 feet to the side line if the side line borders a public street easement and the front portion of the construction dwelling above the height of three (3) feet.

7. No separate buildings or structures of a temporary nature not attached to the residential dwelling may be located or erected on the premises; and no temporary structure or temporary living quarters not in conformity with this Bill of Assurance shall be permitted for any length of time.
8. 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 any 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 Horseshoe Bend Woodland Greens Addition I Homeowners' Association and /or the City of Horseshoe Bend and/or the Developer, or its successors, its or theirs successors or assigns.
9. Easements of the installation, maintenance, repair and replacement of utility services, sewer or drainage have hertofore been donated and dedicated. Said easements being at various widths, shall be respected by the property owners, and trees, shrubbery, incinerators, structures or any type of improvements on said easements may be destroyed

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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.

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/her household or his/her designee.

11. There shall be a Woodland Greens Addition I Homeowners' Association which shall create a set of By-laws which will include a provision for payment by the members of a regular fee to defray the expenses incurred by the maintenance provided by the association.

12. These covenants are to run with the land and shall be binding upon the parties and all persons claiming 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 part. Provided, Ordinance 96-08, \*In all cases of land usage the Bills of Assurance, where applicable, should be reviewed. The most restrictive provision in this Zoning Code or Bills of Assurance.



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13. Enforcement of these covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant.

14. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Grantor has executed this document on the

\_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Joseph P. Polino

**ACKNOWLEDGMENT**

STATE OF ARKANSAS)  
COUNTY OF IZARD )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, appeared before me, a Notary Public, Joseph P. Polino, who acknowledged that he executed the foregoing instrument.

**IN TESTIMONY WHEREOF**, I have set my hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_