

21275

BILL OF ASSURANCE

WHEREAS, GREEN MEADOWS DEVELOPMENT COMPANY, INC., the owner of the land in the Western District of Craighead County, Arkansas, platted as: Forest Green Subdivision Phase III.

NOW, THEREFORE, GREEN MEADOWS DEVELOPMENT COMPANY, INC., hereinafter called Grantor, for and in consideration of the benefits to accrue to them which are hereby acknowledged to be of value, have caused to be made and filed a plat showing the survey made by Wood and Associates, Registered Civil Engineers, said plat being recorded in Plat Cabinet C at 22 & C page 48, showing the bounds and dimensions of the property being subdivided into lots and descriptions by lots and streets; and said Grantor hereby donates and dedicates to the public use forever an easement of way on or over said streets as shown by said plat to be used as public streets.

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

The lands embraced in said plat shall forever be known as "FOREST GREEN" and any and every deed of conveyance for any lot in said subdivision describing the same as identified on the plat shall always be deemed a sufficient description thereof. The subdivision shall also be publicly known and identified as "FOREST GREEN PHASE III". The owner of the separate lots in the subdivision shall own to the

centerline of all streets upon which said lots touch, subject to the public easement.

All lots in said addition and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants which said covenants shall be in full force and effect until December 31, 2038, subject to amendment or cancellation as hereinafter provided, to-wit:

1. **LAND USE AND BUILDING TYPE.** Said lots shall be held, owned and used only as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling not to exceed two stories in height, a private garage for not more than three cars, and other outbuildings incidental and related to residential use on the premises. No building or structure shall ever be used as a business office or for any commercial purpose whatsoever.

2. **ARCHITECTURAL CONTROL.** An architectural Committee appointed by the Developer, GREEN MEADOWS DEVELOPMENT COMPANY, INC., shall consider all property improvements, including, but not limited to, residence construction, landscaping, fencing, gates, outbuildings, satellite antennas, grading and site improvements. The following as a minimum shall be submitted for approval:

a. **SITE PLAN.** A minimum 1" = 20' scale, dimensionally showing all drives, building location, utilities, existing and curb cuts, finish contours, grading, drainage, floor elevations, retaining walls, patios, terraces

and pools.

b. **LANDSCAPE PLAN.** A minimum 1" = 20' scale, showing all plant material to be added or removed both as to locations, plant and common botanical name, and size. Dimensional location of all fencing and/or walls shall be shown.

c. **BUILDING FLOOR PLAN.** A minimum 1/8" = 1'0" dimensionally showing location of all walls and material indications from which exterior walls constructed.

d. **BUILDING ELEVATIONS.** A minimum 1/8" = 1'0" showing location of all exterior building materials, heights, roof slopes, relations of existing and finish grade:

e. **BUILDING SECTIONS.** A minimum 1/4" = 1'0" showing installation of all exterior materials, building heights, roof slopes, soffits, eaves, overhangs, and exterior trim.

f. **SPECIFICATIONS.** All materials including site materials that will be viewed from the exterior shall be specified including quality control installation. Brick veneer shall be mandatory on the front of all houses.

g. **COLORS.** A physical sample of all material viewed from the exterior shall be submitted with selection of color.

h. Other drawings, specifications or samples requested by the Architectural Committee to enable a complete review and understanding.

In the event, the Architectural Committee fails to approve or disapprove the design within a period of 30 days after submission of complete information, the remaining property owners shall be notified. If after an additional 30 days approval or disapproval is not granted, this covenant shall be deemed as fully met.

No building permit shall be issued for any construction on any property in this subdivision without architectural approval. All subsequent property improvements shall conform to architectural review in the same manner as heretofore described.

3. MULTI-FAMILY DWELLINGS. No multi-family residences or apartments, including but not restricted to duplexes, shall be permitted on any residential lot or part thereof. No residence originally constructed in accordance with the foregoing restrictions shall be converted into more than a single family residence.

4. MINIMUM PRINCIPAL DWELLING SIZE AND COST. The minimum square feet floor of any dwelling construct on said lots shall be not less than 1,400 square feet of floor space in the case of a one-story structure, or less than 1,400 square feet of floor space in the case of a one and a half or two story structure. In all cases the minimum square feet floor area of ground floor area or total area referred to shall be exclusive of attics, eve over-hang attached porches, patios, carports or

garages (whether or not attached), porte-cocheres, underground basements, storerooms or outbuildings. No dwelling shall be permitted on any lot at a cost of less than \$80,000 based on cost levels prevailing at the date these covenants are recorded.

5. SUBDIVISION OF LOTS. The replatting or subdividing of any lot or conveyance of any or portion thereof shown on the attached plat and herein designated for use as one detached single family dwelling only, into more than one lot shall be prohibited.

6. BUILDING LOCATION. Buildings shall be located within the building set back lines as shown on plat.

7. ACCESS. No access to any other lands may be allowed over or through any lot.

8. FENCES. All fences, walls, hedges or mass plantings shall be subject to architectural approval per paragraph two. All fences must be in conformity with the existing fences in the subdivision and subject to architectural approval as per paragraph two.

9. NUISANCES. No noxious or offensive activity 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.

10. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall be used at any time for human habitation, temporarily or permanently, nor shall any

structure of a temporary character be used for human habitation.

11. **SIGNS.** No sign of any kind shall be displayed to public view on any building site except one sign shall be permitted of not more than five (5) square feet in area advertising the property during the construction or sales period. However, sales and marketing signs to introduce the subdivision or phase by **GREEN MEADOWS DEVELOPMENT COMPANY, INC.**, its successors and assigns may be larger than five (5) square feet.

12. **ANTENNAS.** All satellite antennas, and other large television antennas, must be placed to the rear of the home. In addition, they must be hidden by fencing or landscaping and are subject to architectural control per item two.

13. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised or kept on any building site, except that dogs, cats or other household pets may be kept, provided that they are not kept or maintained for any commercial purpose.

14. **MOBILE HOMES, CAMPERS AND BOATS.** No mobile home, camper or self-propelled mobile home and/or camper and no boat or other watercraft shall be parked on any of said residential lots herein described for a period greater than one (1) week unless same shall be in a garage or carport.

15. **PROPERTY LINES AND BOUNDARIES.** Iron pins have been set on all lot corners and points of curve, and all lot dimensions shown on curves are curve distances, and all curve data shown on the plat is centerline curve data. In the event of minor discrepancies between the dimensions or distance as shown on the plat and

the actual dimensions or distances as disclosed by the established pins, the pins as set shall control.

16. **AMENDMENTS.** Any or all of the covenants, provisions or restrictions set forth in the Bill of Assurance may be amended, modified, extended, changed or canceled, in whole or part, by a written agreement signed by the owners of at least 80% of the individual lots in this subdivision. The provisions of such instruments so executed shall be binding from and after the date it is duly filed for record in the office of the recorder of deeds in and for Craighead County, Arkansas, in Jonesboro, Arkansas.

17. **ZONING ORDINANCE CONFLICTS.** In the event that any of the provisions of this Bill of Assurance shall be different from the requirements of any zoning ordinance now in effect or hereafter enacted, then this Bill of Assurance shall be considered to be amended to conform to the requirements of such zoning ordinance where said requirements shall impose a greater limitation than is herein contained. However, if the provisions of the Bill of Assurance shall impose greater limitations than those contained in such zoning ordinance, then the provisions herein contained shall control.

18. **ENFORCEMENT.** In the event of any attempt to violate any of the covenants, restrictions or limitations herein before the expiration date hereof, it shall be lawful for any owner of a lot within this subdivision to install an action in a court of law against any person(s) violating or attempting to violate any such covenant or restriction, and either to prevent him or them from doing so or to recover damages or

other dues for such violation.

19. SEVERABILITY. The invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in force and effect.

WITNESS the hands and seals of the Grantor, GREEN MEADOWS DEVELOPMENT COMPANY, INC., on this 11th of November, 1998.

GREEN MEADOWS DEVELOPMENT COMPANY, INC.

By: Larry A. Duke
Larry A. Duke, President

Attest: (Corporate Seal)

By: [Signature]
Bob Gibson, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day personally appeared before the undersigned, a Notary Public duly qualified, commissioned and acting, within and for the said County and State, in person the within named Larry A. Duke, to me well known who stated that he is the President and Bob Gibson, to me well known who stated that she is the Secretary of GREEN MEADOWS DEVELOPMENT COMPANY, INC., and are 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 consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of November, 1998.

(SEAL)

Christy J. Ellison
NOTARY PUBLIC

DEED BOOK 567 PAGE 454-462
DATE : 11-17-1998
TIME : 02:40:33 P.M.
FILED & RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK

Pat Roydale, D.C.