

06
BILL OF ASSURANCE

"TRACT 'E' - EYOTA PARK

KNOW ALL MEN BY THESE PRESENTS:

That Horseshoe Development Corporation, hereinafter called grantor,
is the owner of the following described land lying in Izard and Fulton Counties,
Arkansas, to-wit:

The Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4)
and the Northeast Quarter of the Southeast Quarter (NE 1/4 SE
1/4) in Section Thirty-two (32), Township Nineteen (19) North,
Range Seven (7) West in Fulton County, Arkansas;
and,

The Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4)
of Section 5, Township Eighteen (18) North, Range Seven (7) West,
Izard County, Arkansas.

And it being deemed desirable that the above described property be now
sub-divided into building plots and roads 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 the said property.

NOW THEREFORE, Horseshoe Development Corporation, an Arkansas
Corporation, for and in consideration of 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 John E. Miller, surveyor,
and executed by him on this date showing the bounds and dimensions of the property
now being sub-divided into lots and roads described by lots and blocks and roads,
and the said grantor hereby donates and dedicates for the benefit of the property
owners hereafter easement of way over the streets as shown by said plat to be
used for public roads, or easements for property owners exclusive use 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, public utilities, the same being,
without limiting the generality of the foregoing, electric power, gas, telephone,
water and sewer with the right hereby granted to the persons, firms or corpora-
tions engaged in the supplying of such utility services to use and occupy such

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easements and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

The filing of this Bill of Assurance and plat for record in the office of the Circuit Clerk and Ex-Officio Recorder of Izard County and Fulton 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 Tract "E", Horseshoe Bend Estates, (being a subdivision in the Southeast Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter in Section Thirty-two, Township Nineteen North, Range Seven West in Fulton County, Arkansas, and, the Northeast Quarter of the Northeast Quarter of Section 5, Township Eighteen North, Range Seven West, Izard County, Arkansas), 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 Tract "E" is restricted to the construction of one single family dwelling unit per lot or a duplex may be constructed if two or more side adjoining lots are used for the location of the structure, except as to Blocks 5, 6 and 9, which shall be only single family dwellings.

2. No residence 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 conformitory and in harmony with the external design desired by the Corporation or its successors.

3. Prior to 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.

4. The dwelling unit must be a permanent structure and must have a material exterior composed of wood, anodized metal, masonry or cut stone, masonite or a combination of said materials or equivalent materials.

5. Each dwelling unit must have at least 600 square feet of floor space, indoor toilet facilities of modern plumbing connected to a septic tank sewage disposal unit, or other type of acceptable sewage disposal system, and modern electric wiring completed and installed. Foundations must be complete, and outside pier type, not enclosed, shall not be permitted.

6. 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.

7. No residence or building shall be located nearer to the interior lot side line than a distance of 17 1/2 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.

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.

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, buildings or any other type of improvement on said easements may be destroyed at any time when necessary or when desired by any person, firm or corporation engaged in supplying said services without liability of any kind or nature as a result of such 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. In park areas rights of way and easements may be changed or added as is for the benefit of the property as determined by the donor. Park areas are reserved for members of the property owners association.

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 effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the grantor, by its duly authorized officers, have hereto affixed their hands and seals on this the 10th day of July, 1963.

HORSESHOE DEVELOPMENT CORPORATION



William R. Pratt, President

ATTEST:



Richard L. Pratt, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS
) SS.
COUNTY OF PULASKI)

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 mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this the 10th day of July, 1963.

Dates Yarberry
Notary Public

My Commission Expires:

12-16-63

CERTIFICATE OF SURVEY

I, John E. Miller, abstractor and surveyor, do hereby certify that this plat was prepared under my supervision in conjunction with the Plat Book which is filed in the County Clerk's Office in and for Izard County and Fulton County, Arkansas; is a true and correct description thereof, and is true and correct to the best of my knowledge and belief.

John E. Miller
John E. Miller, Abstractor and Surveyor

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 of writing was filed for record in my office on this 16 day of July A.D. 1963 at 9:30 o'clock A.M. and the same is now duly recorded with the acknowledgements and certificates thereon in Record Book 50 Pages 306 & 307.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said court this 16 day of July, 1963

Charles Cheatham Clerk.

CERTIFICATE OF RECORD

STATE OF ARKANSAS, }
COUNTY OF FULTON } ss.

I, L. W. Love, Clerk of the Circuit Court and Ex-officio Recorder, within and for the county aforesaid, do hereby certify that the within BILL OF ASSURANCE was filed in my office for record, on the 26th day of July, A.D. 1963 at 9:00 o'clock A.M. and that the same is now duly recorded, with the acknowledgement _____ and certificate _____ thereon, in Miscellaneous Record 2, Pages 41-42.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, this 26th day of July, A.D., 1963.

L. W. Love Clerk.

D. C.