

**BILL OF ASSURANCE**

**Maple Ridge Heights Phase 4  
Lots 118 through 137  
To the City of  
Greenwood, Arkansas**

Whereas, Joey Butler Construction, Inc., Lovegrove Construction Co., Inc., CMS Properties, LLC, Jason E. and Jana Green, and John C. and Ellen L. Joyner, by and through their Attorney in fact, John Bailey, by Power of Attorney recorded in the records of Sebastian County, as Document No. 7171403 are the record Owners of the following described property, to-wit: & 7171402

Lots 118 through 137, Maple Ridge Heights, Phase 4, an Addition to the City of Greenwood, Sebastian County, Arkansas, being part of Government Lots 9 & 10 of the N½ of the SW ¼ of Section 1, Township 6 North, Range 31 West, according to plat filed October 18, 2004.

Whereas, it is to the interest of the record owners, as well as prospective purchasers of the lots, that said tract known as Maple Ridge Heights, Phase 4, to the City of Greenwood, Sebastian County, Arkansas, that the use of said lots be restricted as hereinafter provided:

Now therefore, in consideration of the premises, and for the purposes above mentioned, the said tract has been platted into numbered lots with the size, locations and boundaries of each lot shown on plat, which has been filed for record, and every deed of boundaries of each lot shown on said plat, and every deed of conveyance of any lot in said tract described by number as shown on said plat shall be held and deemed a sufficient description for the conveyance thereof, subject to the reservations hereinafter stated, which shall be for the use and benefit of, and binding upon, the present owners, their heirs and assigns, and upon all future owners of lots within the tract which shall be known as Maple Ridge Heights, Phase 4, an Addition to the City of Greenwood, Sebastian County, Arkansas.

1. All streets shown on plat of Maple Ridge Heights, Phase 4, are hereby dedicated to the use of the public.
2. All supply of electric service shall be located underground in the easement ways reserved for general utility services, as shown on the plat. Service pedestals and transformers, as sources of supply as secondary voltages may also be located in said easement ways. Underground service cables to all houses which may be located on a lot may run from the nearest service pedestal or transformer to the point of use as determined by the locations and construction of such house upon said lot, provided, that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective and exclusive right of

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Certificate of Record - Greenwood District of Sebastian County, Arkansas  
*Jean Sterling*  
Doris Tate, County Clerk and Recorder  
Doc # 7171445  
Fee \$32.00  
Pages 9  
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DAVE LOVEGROVE  
3001 GLEN FLORA WAY  
FT SMITH AR 72908

Doc # 7171445

Ret) Dave Lovegrove  
3001 Glen Flora Way  
Ft. Smith, AR 72908 32<sup>00</sup>

way easement on said lot, covering a five foot strip extended 2.5 feet on each side of such service entrance of said house.

The supplier of electric service, through its proper agents and employees shall at all times have the right of access to all such easement ways shown on plat, or provided for in this declaration, for the purpose of installing, maintaining, removing, or replacing any portion of said underground electric facilities so installed by it. This right shall apply to all suppliers of public utilities and quasi-public utilities, as for example, television cable companies. The owner of each lot shall be responsible for the underground facilities located on his property and shall prevent the alteration of grade or construction activity which may interfere with said electric facilities. Repairs or costs of relocation required by the violation of this covenant shall be paid for by the owner of the lot.

In connection with gas meters and gas lines to the structures to be built upon the lots covered by these restrictions, all yard lines will be plastic pipe of size and material approved by the gas company. An approved tracer wire will be installed in the trench with the plastic pipe and attached to the meter rise per the gas company's specifications. Meter set assemblies will be installed by a plumber and shall be installed within five feet of the front corner of the structure. No yard line will be installed under concrete or asphalt unless installed in a casing approved by the gas company. Further, in connection with the gas line, the meter setting shall not be isolated from the front property line by a fence requiring entrance by a gate. Shrubbery will be limited so as not to interfere with the meter reading a normal maintenance of said meter.

3. No lot in Maple Ridge Heights, Phase 4, shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one, detached, single family dwelling, not to exceed two stories in height, plus a basement, and private attached or detached two car garage for the owners or occupants' vehicles, and other outbuilding to residential use of the lot.

4. No commercial building of any kind or type shall be erected, nor shall any commercial activity be conducted on any lot.

5. One story houses shall have a minimum square footage of 1400 square feet of heated area. Two story houses shall have a minimum of 1600 square feet of heated area, with the first floor having a minimum of 900 square feet of heated area.

6. No more than one immediate family can reside in one residence unless they are tax dependents of homeowner or elderly parents.


7. No lot will be used for the storage of materials for a period greater than 30 days prior to start of construction. Construction for a single family dwelling shall be completed within 12 months from the date construction begins. No lot shall be used or maintained as a dumping ground, and no trash, garbage, or other waste shall be kept except in sanitary containers. All lots shall be maintained in a neat and orderly condition at all times.

8. No building shall be located on any lot nearer to the front line, or nearer to the side street line than the building set back lines reflected in the subdivision and zoning ordinances of the City of Greenwood, Arkansas.
9. No fence, hedgerow or similar obstruction which extends nearer to the front property line than the front of the residence shall be erected or maintained on any lot. Furthermore, no fences consisting of wire or metal posts will be permitted, only wooden privacy fences shall be permitted.
10. No outbuilding, tent, shack, garage, barn, modular home, manufactured home, or vehicle capable of use as living quarters, either permanently or temporarily, may be erected on or moved onto any lot in the addition by the owner, except construction trailers during the period of construction. No structure of any temporary character shall be permitted on any lot. No residence previously used shall be moved onto any lot in this addition. Any boat, motor home, or travel trailer on the lot must be parked or stored behind the front of the residence and inside a privacy fence that is at least six feet in height. Detached storage buildings are permitted, but must conform to the architectural character of the residence,. No sheet iron buildings are permitted. All roofs shall be of composition materials the same as the residence and exterior paint colors shall be same as residence. All storage buildings must be set on concrete slab.
11. There shall be no automobile repairs or parking of dead or junk automobiles, trucks, or motorcycles as same are customarily defined, on either the front, side or rear of any residential site, nor shall there be any repair work permitted on any said vehicles on any of the lots so that said vehicles under repair may be readily seen by occupants or owners of neighboring residences, except for those emergency repairs which would only occasionally be required as the result of unexpected malfunctions,. It is the specific intention of this covenant to prohibit the practice of keeping and maintaining automobiles, trucks, or motorcycles or any other vehicle which is constantly or periodically being repaired or modified and which is kept in plain view of neighboring residences.
12. No parking on streets at any time for residents or visitors for an extended period of time,. No trailers, RV, or boats parked, or stored in front of house or on the street at any time. If a resident owns a corner lot then the same applies to the street side of the house.
13. No vehicle, trailer, boat, or RV shall be parked on any surface other than concrete in which covers the entire dimensions of said vehicle, plus meeting certain location restrictions mentioned above.
14. No semi-trailers are permitted except during the construction of the home.
15. All residence shall be connected to the sanitary sewage system approved by the City of Greenwood, Arkansas, with no other form of private sewage systems permitted.

16. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood including allowing trash, garbage, or other waste to collect.
17. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets, provided they are not kept, bred, or maintained for any commercial purpose. No dogs chained up in any yard without being fenced. No wild animals are to be on premises for any reason.
18. Mailboxes shall be brick. No other type of newspaper or mail holders permitted. (Such as newspaper holders on iron pins, etc.)
19. No sign of any kind shall be displayed to public view on any lot for other purposes than to advertise the property for sale. No advertising signs or business signs are permitted except for construction signs while the initial new construction of home is under progress and being sold. Real estate for sale signs are permitted and related signs, such as arrows and open house signs. Alarm security signs are permitted.
20. No antennas. Satellite dishes have to be less than 2' in diameter and have to be at the back or side of the house.
21. No oil or gas drilling, oil or gas development operation, or mining shall be permitted upon any lot.
22. The property owners may at any time amend this Bill of Assurance into compliance with any state law or regulation pertaining to Bills of Assurance and Restrictive Covenants or property rights in general. Furthermore, the owners may amend this declaration in such manner as amendment is necessary to establish the validity of the Bill of Assurance and the provisions set forth herein.
23. The above restrictions shall be and continue in force for a period of twenty years from the date hereof and shall be automatically extended for successive ten year periods thereafter, unless some owner shall make application to remove such restrictive covenants at the expiration of any twenty or ten year period and have an agreement by the majority of the owners at such time.
24. These covenants and restrictions shall be deemed to be incorporated in every deed of the owner to any and all lots located in said addition.
25. Enforcement of these covenants shall be by proceeding at law or in equity any person or persons violating or attempting to violate any of these covenants, violators being subject to restraint or to action for damages.
26. Invalidation of any one of these covenants by judgment of court order shall not affect any of the other provisions which shall remain in full force.

Executed this 8<sup>th</sup> day of Sept., 2005.

JOEY BUTLER CONSTRUCTION, INC.

  
Joey Butler, President

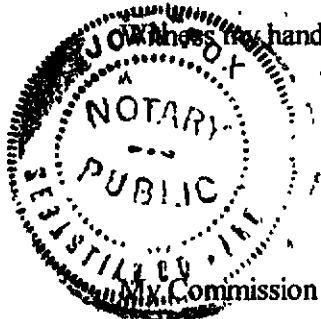
ACKNOWLEDGMENT

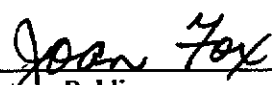
State of Arkansas

County of Sebastian

This day personally appeared before me, the undersigned, a duly commissioned, qualified, and acting Notary Public, the within named Joey Butler, President of Joey Butler Construction, to me personally well known, or proven to be the person named at the foregoing instrument and acknowledged that he signed the same for the purposes therein mentioned and set forth.

Witness my hand and seal on this 8<sup>th</sup> day of Sept., 2005.



  
Notary Public

My Commission Expires 4-4-09

Executed this 8<sup>th</sup> day of September 2005.

LOVEGROVE CONSTRUCTION CO., INC.

David G. Lovegrove  
David G. Lovegrove, President

ACKNOWLEDGMENT

State of Arkansas

County of Sebastian

This day personally appeared before me, the undersigned, a duly commissioned, qualified, and acting Notary Public, the within named David G. Lovegrove, President of Lovegrove Construction Co., Inc., to me personally well known, or proven to be the persons named at the foregoing instrument and acknowledged that they signed the same for the purposes therein mentioned and set forth.

Witness my hand and seal on this 8<sup>th</sup> day of September 2005.

Gaye Nell Baker  
Notary Public



My Commission Expires 9/8/09

Executed this 7 day of September 2005

CMS PROPERTIES, LLC

[Signature]

ACKNOWLEDGMENT

State of Arkansas

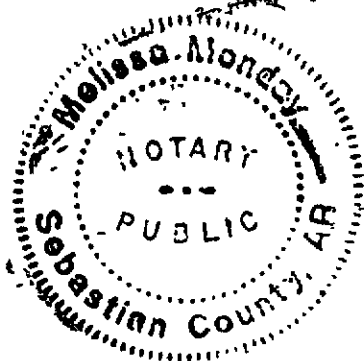
County of Sebastian

This day personally appeared before me, the undersigned, a duly commissioned, qualified, and acting Notary Public, the within named Charles H. Newman to me personally well known, or proven to be the person named at the foregoing instrument and acknowledged that he signed the same for the purposes therein mentioned and set forth.

Witness my hand and seal on this 7 day of Sept 2005.


[Signature]  
Notary Public

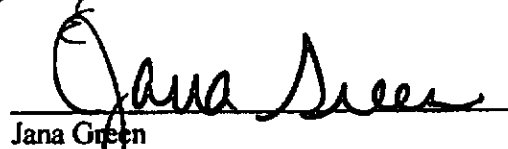
My Commission Expires 11-16-2014



09 0140

Executed this 9<sup>th</sup> day of September 2005.

  
Jason R. Green

  
Jana Green

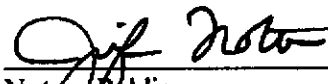
ACKNOWLEDGMENT

State of Arkansas

County of Sebastian

This day personally appeared before me, the undersigned, a duly commissioned, qualified, and acting Notary Public, the within named Jason R. Green and Jana Green, to me personally well known, or proven to be the persons named at the foregoing instrument and acknowledged that they signed the same for the purposes therein mentioned and set forth.

Witness my hand and seal on this 9<sup>th</sup> day of September 2005.

  
Notary Public

My Commission Expires 4/9/06



Executed this 7<sup>th</sup> day of September, 2005.

John C. Joyner  
John C. Joyner

By and through his attorney in fact, John Bailey

Ellen L. Joyner  
Ellen L. Joyner

By and through her attorney in fact, John Bailey

ACKNOWLEDGMENT

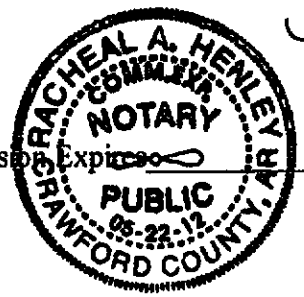
State of Arkansas

County of ~~Sebastian~~ Crawford

This day personally appeared before me, the undersigned, a duly commissioned, qualified, and acting Notary Public, the within named John C. Joyner and Ellen L. Joyner\* to me personally well known, or proven to be the person named at the foregoing instrument and acknowledged that they signed the same for the purposes therein mentioned and set forth.

Witness my hand and seal this 7<sup>th</sup> day of September, 2005

Rachael A. Henley  
Notary Public



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

\* By and through their attorney in fact, John Bailey