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BILL OF ASSURANCE

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KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Rector-Phillips-Morse, Inc., is the sole owner of the following described lands lying in the County of Pulaski, State of Arkansas, to-wit:

Part of the W 1/2 NE 1/4 NE 1/4 and part of the W 1/2 NE 1/4 Section 32, T-2-N, R-13-W, Pulaski County, Arkansas, more particularly described as: Beginning at the Southwest corner of the W 1/2 NE 1/4 NE 1/4 said Section 32, said corner also being the Northeast corner of Lot 30, Phase I, said Marlowe Manor Addition; thence S 89° 35' 52" W along the North line of said Lot 30, 27.15 ft. to the Southeast corner of Lot 31 said Phase I; thence N 23° 11' 23" W along the East boundary of said Phase I, 577.76 ft. to the Southeast corner of Lot 35 said Phase I; thence N 18° 36' 47" W along the East line of said Lot 35, 20.0 ft.; thence N 74° 09' 13" E, 111.0 ft.; thence N 79° 56' 54" E, 50.0 ft.; thence N 85° 08' 53" E, 103.35 ft.; thence N 0° 04' 24" W and parallel with the East line of the W 1/2 NE 1/4 NE 1/4 said Section 32, 87.0 ft.; thence S 62° 17' 07" E, 186.5 ft.; thence S 0° 04' 24" E and parallel with the East line of the W 1/2 NE 1/4 NE 1/4 said Section 32, 297.6 ft.; thence N 89° 49' 26" E and parallel with the South line of the W 1/2 NE 1/4 NE 1/4 said Section 32, 495.0 ft. to a point on the East line of said W 1/2 NE 1/4 NE 1/4; thence S 0° 04' 24" E along said East line, 300.0 ft. to the Southeast corner of said W 1/2 NE 1/4 NE 1/4; thence S 89° 49' 26" W along the South line of said W 1/2 NE 1/4 NE 1/4, 658.73 ft. to the point of beginning, containing 7.8263 acres more or less.

AND

Part of the W 1/2 NE 1/4 and part of the S 1/2 SE 1/4 NW 1/4 Section 32, T-2-N, R-13-W, Pulaski County, Arkansas, more particularly described as: Beginning at the Southeast corner of the SW 1/4 NE 1/4 said Section 32; thence S 89° 55' 46" W along the South line of said SW 1/4 NE 1/4, 920.71 ft.; thence N 00° 04' 14" W and perpendicular to said South line of the SW 1/4 NE 1/4, 185.1 ft.; thence S 89° 55' 46" W and parallel to said South line of the SW 1/4 NE 1/4, 417.0 ft.; thence N 13° 34' 46" E, 142.75 ft.; thence N 19° 52' 14" W, 63.1 ft. to a point on the West line of the NE 1/4 said Section 32; thence N 00° 12' 24" W, 1,024.21 ft. to the Southwest corner of Lot 14, Phase I, Marlowe Manor Addition; thence along the South line of said Phase I and the South line of Phase I-A said Marlowe Manor Addition to the following bearings and distances: N 73° 43' 26" E, 38.82 ft.; S 48° 03' 14" E, 439.75 ft.; S 32° 07' 24" E, 82.19 ft.; S 59° 47' 48" E, 288.25 ft.; S 37° 20' 30" E, 52.80 ft.; S 75° 56' 30" E, 149.6 ft.; Southwesterly along the arc of a 406.97 ft. radius curve to the left having a chord bearing and distance of S 10° 35' 45" W, 47.57 ft.; S 82° 45' 55" E, 145.25 ft.; S 17° 18' 43" E, 130.0 ft.; N 72° 39' 23" E, 328.2 ft. to a point on the East line of the SW 1/4 NE 1/4 said Section 32;



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S 00° 33' 37" E along said East line, 738.73 ft.  
to the point of beginning, containing 27.1685 acres  
more or less.

Total Acreage Phase II--34.9948 acres more or less.

AND, WHEREAS, it is desirable that all of the above described  
property be subdivided into lots, blocks, tracts, and streets;

NOW THEREFORE WITNESSETH:

THAT WE, the said Rector-Phillips-Morse, Inc., hereinafter  
termed Grantor, have caused said tracts of land to be surveyed by  
Edward G. Smith, Registered Land Surveyor, and a plat thereof  
made which is identified by the title Phase II, Marlowe Manor  
Addition, Little Rock, Arkansas, and the date \_\_\_\_\_  
and by the signature of the said surveyor and the said Grantor, and  
bears a Certificate of Approval executed by the Little Rock Planning  
Commission, and is of record in the office of the Circuit Clerk and  
ex-officio Recorder of Pulaski County, Arkansas, in Plat Book \_\_\_\_\_  
page \_\_\_\_\_, and the Grantors do hereby make this Bill of Assurance.

AND, the Grantor does hereby certify that it has laid off,  
platted and subdivided, and does hereby lay off, plat and subdivide  
said real estate in accordance with said plat. The lands embraced in  
said plat shall be forever known as Phase II, Marlowe Manor Addition,  
Little Rock, Arkansas. The Grantor hereby dedicates to the public  
forever an easement of way on and over the streets as shown by said  
plat, to be used as public streets.

There are strips of ground shown and dimensioned on said  
plat marked "Easement" and reserved for the use of public utilities  
and for drainage purposes, subject at all times to the proper authorities  
and to the easement herein reserved. Owners of lots in this  
subdivision shall take their titles subject to the rights of public  
utilities and the public.

In addition to the aforesaid utility easements, the Grantor  
hereby creates and establishes common private driveway easements,



as shown on said plat, for the common use of the owners of all property abutting said easements, in connection with which such owners have the joint and several right to establish and maintain a paved surface on said easements.

The filing of this Bill of Assurance and plat for record in the office of the Circuit Clerk and ex-officio Recorder of Pulaski County shall be a valid and complete delivery and dedication of the streets and easements shown on the said plat.

Hereafter, conveyance and description of any of said lands by tract title or lot number as shown on said plat, accompanied by the words "in Phase II, Marlowe Manor Addition, Little Rock, Arkansas" shall be a proper and sufficient description thereof, each such tract or lot to be located and to have the bounds and dimensions shown on said plat.

The lots in said subdivision shall be sold by the Grantor and shall be purchased by the buyers thereof subject to the following covenants, to-wit:

1. Land Use, Building Type and Height Restrictions. The building lots herein platted shall be held, owned and used only as residential building sites, and no business, commercial or industrial use shall be permitted thereon. No structures shall be erected, altered, placed or permitted to remain on any building site (except for the tract titled "Park") other than a single detached single-family dwelling, not exceeding two and one-half stories in height and a private garage for not more than three cars. The restrictions of this paragraph shall not be applicable to the tract titled "Park" on the plat of this subdivision. Grantor, or the Property Owners' Association shall have the right to erect such structures or improvements, including but not limited to swimming pool, tennis courts, club house or other recreational facilities as such parties, or either of them, may deem appropriate for the use and benefit of the owners in Marlowe Manor Addition. The fee simple title to said



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"Park" area shall be retained by Grantor, but may be conveyed by it to the Property Owners' Association at such time in the future as the Association may be established and is deemed by Grantor to be able to perform the responsibilities to improve, operate and maintain said "Park" area.

2. Lot Area and Width. No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot (other than a lot as originally platted) having a width of less than 60 feet at the building line or an area of less than 7,200 square feet. All lots must comply with the Little Rock Zoning Ordinance specifications. In any event, no lot shall be resubdivided to produce a smaller house site than is shown on the initially recorded plat.

3. Minimum Principal Dwelling Size. The floor area of any dwelling constructed on any lot or part thereof shall be not less than 1,750 square feet. In all cases, the floor area shall be the finished, heated living area of the building within its largest outside framed dimensions, exclusive of open porches, eaves, carports and garages (together with utility and storerooms thereof), breezeways, terraces, exterior or secondary stairways and outbuildings.

4. Building Location. No building or fence shall be constructed on any lot nearer to the street than the building line shown on said plat. No building shall be located nearer to an interior lot line than 10% of the average width of the lot, provided, however, such side yard need not exceed 8 feet in width. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building. No main building shall be built on any interior lot in said addition nearer than 25 feet to the rear lot line. An accessory structure must be located at least 60 feet from the front property line and may be placed no less than 5 feet from a side lot line. The moving of any existent structure upon and to this property is prohibited.



5. Architectural Control. No building shall be erected, placed or altered on any property in this subdivision until the building plans, exterior materials, exterior color scheme, and plot plan showing the location and facing of such building with respect to existing topography, adjoining streets and finished ground elevations have been approved in writing by the Grantor; provided, the Grantor shall have the right, by an instrument in writing, to transfer to a Property Owners' Association hereafter established the full authority herein reserved to Grantor. Grantor, or said Property Owners' Association shall have the sole and absolute discretion to approve or disapprove any such plans so submitted, and such decision shall be final. Until further notice from Grantor or the Association, plans shall be submitted to Grantor at 1501 North University, Little Rock, Arkansas. In the event Grantor, or the Association established, fails to approve or disapprove any plans, exterior materials, exterior color scheme, or plot plan submitted to it, as herein required, within 30 days after such submission, this covenant shall be deemed to have been fully met by the person submitting such plans for approval. Nothing herein contained, nor the required consent of the Grantor or of the Association, shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvements within this subdivision which they would otherwise be entitled to maintain.

6. Easements. No building, fences, incinerators, paved driveways, or any other permanent structure or improvement of any kind, whether herein specifically enumerated or not, shall be built or maintained within the area of any of the easements shown on the plat, and in the event any such obstruction is placed thereon in violation of this restriction and reservation, no utility will be liable for destruction of same in maintaining or repairing its facilities located within the area of said easement.

7. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square



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foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder, developer or realtor to advertise the property during the construction and sales period.

8. Nuisances. No noxious or offensive activity shall be carried on upon any tract or lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. 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.

10. Sewage Facilities and Treatment. Grantor has installed sewage lines and a sewage pumping station to be owned, maintained and operated by the Little Rock Sanitary Sewer Committee, said maintenance and operation to be at no expense to owners of property herein. Said pumping station will be operated and maintained by the Little Rock Sanitary Sewer Committee until such time as a sewer improvement district is formed for the purpose of constructing sewage treatment and drainage facilities for property owners in an area generally described as the Maumelle Drainage Basin, which area includes the property herein platted as Marlowe Manor Subdivision - Phase II, and until said sewage treatment facilities have been constructed by said district and are operational. By acceptance of title to property herein the owner covenants and agrees that it would be of benefit to his property for it to be included in said sewer improvement district to eliminate the pumping station above mentioned. Owner further covenants and agrees that at such time as a sewer improvement district including Marlowe Manor Subdivision - Phase II, within its bounds is formed, or is in the process of being formed, he will participate in said sewer improvement district and agrees to the assessment of his property by said district in such an amount and for such purposes as might be approved by the governing body of said district and are not contrary to law.

11. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings (other



than guest house or servants quarters) shall be used on any lot at any time as a residence; either temporarily or permanently.

12. Sight Distances at Intersections. No fence, wall, hedge, or shrub planting, which obstructs sight lines at elevations between two and six feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 50 feet from the intersection of the street lines, or in the case of a rounded property corner, within the triangle formed by tangents to the curve at its beginning and end, and a line connecting them at points 50 feet from their intersection. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of eight feet to prevent obstruction of such sight lines. The same sight line limitations shall apply on any lot within ten feet of the intersection of the street property line with the edge of a driveway or alley pavement.

13. Curbs and Gutters. No obstruction shall be placed in the street or gutter. Curbs shall be broken at driveways, and driveway aprons shall not extend past the face of the curb.

14. Grantor has been advised by the Board of Water Works Commissioners of the City of Little Rock, Arkansas, that water pressure on the mains and service lines to Lots 120 through 141 and Lots 152 through 164 may be lower than the average pressure on mains and service lines. Any owner is hereby notified of the foregoing condition. Any owner building on Lots 120 through 141 and Lots 152 through 164 shall cause all water piping from the service meter to any improvement and throughout any improvement on such lots to be one size larger than that normally required by the State Plumbing Code. Pressure regulating (reduction) valves shall not be installed on service lines on such lots until the said Board has advised the affected owners that water pressure within the affected area justifies or would permit such valves.

15. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them



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for a period of 30 years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

16. These covenants and restrictions shall not be amended, cancelled or supplemented unless an instrument signed by the owners of at least eighty (80) percent of the aforesaid lots is placed on record agreeing to change the covenants and restrictions in whole or in part and any change must be approved by the Little Rock Planning Commission.

17. In the event of any violation or attempt to violate any of the covenants or restrictions herein, before the expiration date hereof, it shall be lawful for any persons or person owning a lot or lots in said addition to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing and/or to recover damages or other dues for such violation.

18. The invalidation of any of these covenants or restrictions by judgment, court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Rector-Phillips-Morse, Inc., Grantor, has caused this instrument to be executed for an in its name and behalf by its duly authorized officers whose names appear below on this 9 day of June, 1977.

RECTOR-PHILLIPS-MORSE, INC.

By: Bill Hasting

ATTEST:

[Signature]

APPROVED ON June 16, 1977  
DATE  
LITTLE ROCK PLANNING COMMISSION  
BY Cassell J. Ball



