

78-01115

00046

BILL OF ASSURANCE

FILED & RECORDED

1978 JAN -9 PM 1:45

KNOW ALL MEN BY THESE PRESENTS:

Christina
JULIA M. HUGHES
PULASKI CO. CIRCUIT CLERK

THAT, WHEREAS, Rector-Phillips-Morse, Inc. is the sole owner

of the following described land lying in the County of Pulaski, State of Arkansas, to-wit:

Part of the NW 1/4 NE 1/4 Section 32, T-2-N, R-13-W, Pulaski County, Arkansas, more particularly described as: Beginning at the Northwest corner of Lot 219, Phase II Marlowe Manor Addition to the City of Little Rock, Arkansas, said corner also being located on the East line of Lot 35, Phase I, said Marlowe Manor Addition; thence Northwesterly along the East line of said Phase I, Marlowe Manor Addition the following bearings and distances: N 18° 36' 47" W, 296.31 ft.; thence N 48° 27' 45" W, 361.02 ft.; N 32° 30' 16" W, 67.16 ft. and N 11° 45' 11" W, 154.43 ft. to the Northeast corner of Lot 45, said Phase I, Marlowe Manor Addition; thence continue N 11° 45' 11" W, 40.86 ft. to a point on the North line of the NW 1/4 NE 1/4 said Section 32; thence S 89° 59' 20" E along said North line, 408.63 ft. to a point; thence S 33° 26' 11" E, 48.97 ft. to the Northwest corner of the Pulaski Academy Property; thence Southeasterly along the West line of said Pulaski Academy Property and said West line extended Southerly, the following bearings and distances: S 33° 26' 11" E, 478.35 ft. and S 0° 04' 24" E, 193.0 ft. to the Northwest corner of Lot 217, Phase II Marlowe Manor Addition; thence S 0° 04' 24" E along the West line of said Lot 217, 87.0 ft. to the Northeast corner of Lot 218, said Phase II, Marlowe Manor Addition; thence S 85° 08' 53" W, along the North line of said Lot 218, 103.35 ft.; thence S 79° 56' 54" W, 50.0 ft. to the Northeast corner of Lot 219, said Phase II, Marlowe Manor Addition; thence S 74° 09' 13" W along the North line of said Lot 219, 111.0 ft. to the point of beginning.

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 tract of land to be surveyed by Edward G. Smith, Registered Land Surveyor, and a plat thereof made which is identified by the title Phase III Marlowe Manor Addition, Little Rock, Pulaski County, Arkansas, and the date 1-9-78 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 41 pages 51, and the Grantors do hereby make this Bill of Assurance.

*Rector Phillip Morse 1301 N. University, P.O. Box 3118
LR 72243*

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 III Marlowe Manor Addition, Little Rock, Pulaski County, 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 the 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 III Marlowe Manor Addition, Little Rock, Pulaski County, 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 "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 drive-ways, 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 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 III 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 III, 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. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them 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.

15. 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.

16. 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.

17. 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 and in its name and behalf by its duly authorized officers whose names appear below on this 22nd day of November, 1977.

RECTOR-PHILLIPS-MORSE, INC.

By: Bill Hastings

ATTEST:

J. R. [Signature]

LITTLE ROCK PLANNING COMMISSION APPROVES

Lawrence T. Ball

DATE January 9, 1978

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

On this day, before me personally appeared Bill Hastings to me personally well known, who acknowledged that he was the Vice President of Rector-Phillips-Morse, Inc., a corporation, and that he, as such officer, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as such officer.

WITNESS my hand and official seal this 22nd day of November, 1977.

Katharina E. Tomhali
Notary Public

