

Phase IV

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FILED & RECORDED

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B-289

BILL OF ASSURANCE

1994 AUG -2 AM 11:42

BY *D. Clark*
JACQUETIA ALEXANDER
PULASKI CO. CIRCUIT CLERK

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 N 1/2, Section 32, T-2-N, R-13-W, Pulaski County, Arkansas, more particularly described as: Starting at the Southwest corner of the SE 1/4, NW 1/4, said Section 32; thence S89°57'09"E along the South line of said SE 1/4, NW 1/4, 224.15 ft. to the point of beginning; thence N20°57'51"E, 374.8 ft. to a point; thence South-easterly along the arc of a 415.74 ft. radius curve to the left, having a chord bearing and distance of S68°45'20"E, 39.85 ft. to a point; thence N1°29'09"W, 109.9 ft. to a point; thence N82°10'51"E, 181.84 ft. to a point; thence N20°10'25"W, 204.8 ft. to a point on the North line of the S 1/2, SE 1/4, NW 1/4, said Section 32; thence N89°23'19"E along the North line of said S 1/2, SE 1/4, NW 1/4, 779.0 ft. to the Northeast corner thereof, said corner being located on the West line of Lot 117, Phase II, Marlowe Manor Addition, Little Rock, Arkansas; thence S0°12'24"E along the West line of said Lot 117 and the West line of Lots 118, 119, & 120, said Phase II, Marlowe Manor Addition, 288.13 ft. to the Southwest corner of said Lot 120; thence S19°52'14"E, 63.1 ft. to the Northwest corner of Lot 121, said Phase II, Marlowe Manor Addition; thence S13°34'46"W along the West line of said Lot 121, 142.75 ft. to the Southwest corner thereof; thence N89°55'46"E along the South line of said Lot 121 and the South line of Lots 122, 123, 124, & 125, said Phase II, Marlowe Manor Addition, 417.0 ft. to a point on the South line of said Lot 125, said point also being the Northwest corner of Lot 127, said Phase II, Marlowe Manor Addition; thence S0°04'14"E along the West line of said Lot 127 and the West line of Lot 128, said Phase II, Marlowe Manor Addition, 185.1 ft. to the Southwest corner of said Lot 128, said corner being located on the South line of the NE 1/4, said Section 32; thence S89°55'46"W, 68.3 ft. along said South line to a point; thence N65°36'14"W, 72.30 ft. to a point; thence Southwesterly along the arc of 50.0 ft. radius curve to the right having the following chord bearings and distances: S54°00'46"W, 50.0 ft. and S86°49'W 5.32 ft. to a point on the South line of the NE 1/4 said Section 32; thence S89°55'46"W along said South line, 203.60 ft. to the Southwest corner thereof; thence N89°57'09"W along the South line of the SE 1/4, NW 1/4, said Section 32, 1079.70 ft. to the point of beginning, containing 15.3770 Acres more or less.

AND, WHEREAS, David Jones, Agent for Ridgehaven Estates Joint Venture, is the sole owner of the following described lands lying in the County of Pulaski, State of Arkansas, to-wit:

Part of the NW 1/4, NW 1/4, SE 1/4, and part of the SW 1/4, NE 1/4, all in Section 32, T-2-N, R-13-W, Pulaski County, Arkansas, more particularly described as: Beginning at the Northwest corner of Lot 9, Ridgehaven Estates, an addition to the City of Little Rock, Arkansas; thence S0°04'14"E along the West line of said Lot 9, 31.0 ft. to the Northeast corner of Lot 8, said Ridgehaven Estates; thence S54°07'21"W along the North line of said Lot 8, 169.47 ft. to the Northwest corner thereof, said corner also being the Northeast corner of Lot 3, said Ridgehaven Estates; thence S89°56'11"W along the North line of said Lot 3, 245.06 ft. to the Northwest corner thereof, said corner lying on the West line of the NW 1/4, NW 1/4, SE 1/4, said Section 32; thence N0°31'09"W along said West

line, 129.7 ft. to the Northwest corner of said NW 1/4, NW 1/4, SE 1/4, said corner also being the Southwest corner of the SW 1/4, NE 1/4, said Section 32; thence N89°55'46"E along the North line of said NW 1/4, NW 1/4, SE 1/4, 203.60 ft. to a point; thence Northeasterly along the arc of a 50 ft. radius curve to the left having the following chord bearings and distances: N86°49'00"E, 5.32 ft. and N54°00'46"E, 50.0 ft. to a point; thence S65°36'14"E, 72.3 ft. to a point on the North line of said NW 1/4, NW 1/4, SE 1/4; thence N 89°55'46"E along said North line 68.30 ft. to the point of beginning, containing 1.0874 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., and David Jones, Agent for Ridgehaven Estates Joint Venture, hereinafter termed Grantors, 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 IV, Marlowe Manor Addition, Little Rock, Arkansas, and the date JUNE 26, 1984 and by the signature of the said surveyor and the said Grantors 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 B page 289, and the Grantors do hereby make this Bill of Assurance.

AND, the Grantors do hereby certify that they have laid off, platted and subdivided, and do 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 IV, Marlowe Manor Addition, Little Rock, Arkansas. The Grantors hereby dedicate 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 Grantors hereby create and establish 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 IV, Marlowe Manor Addition, Little Rock, Arkansas" shall be a proper and sufficient description thereof, each said 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 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. Grantors, or the 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.

2. Lot Area and Width. All lots must comply with the Little Rock Zoning Ordinance specifications.

3. Minimum Principal Dwelling Size. The floor area of any dwelling constructed on any lot or part thereof shall not be less than 1,300 square feet. In all cases, the floor area shall be 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 Grantors. Grantors shall have the sole and absolute discretion to approve or disapprove any such plans so submitted, and such decision shall be final. Plans shall be submitted to Grantors at 1501 North University, Little Rock, Arkansas. In the event Grantors fail to approve or disapprove any plans, exterior materials, exterior color scheme, or plot plan submitted to them, 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.

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 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. Temporary Structures. No structure of a temporary character, basement, tent, shack, garage, barn or other out-buildings (other than a guest house or servants quarters) shall be used on any lot at any time as a residence; either temporarily or permanently.

11. 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.

12. 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.

13. Property Owners' Association. There shall be a mandatory assessment of twenty dollars (\$20.00) per year payable by the owner of each developed lot in Phase I, Phase II, Phase III, and Phase IV of that area described as Marlowe Manor, as recorded with the Clerk of the Circuit Court of the County of Pulaski in the State of Arkansas. This assessment is payable by the 1st day of June of each calendar year and is to be paid to the Association known as the Marlowe Manor Property Owners' Association. Failure to pay the aforesaid assessment by any owner of real property within the aforementioned area will result in a lien on that property placed by the Board of Directors of the Marlowe Manor Property Owners' Association for that given year or years that the aforesaid assessment has not been paid. That assessment for that year or years must be paid in full before any legal transaction to transfer the deed for that property can take place. Should the accrued balance of monies collected and in hand and derived from the aforesaid assessment equal or exceed ten thousand dollars (\$10,000.00) in any one calendar year, the assessment shall be suspended for the subsequent calendar year. Monies derived from such assessment shall be used specifically for financing of all works, improvements, and maintenance of those areas of property considered as common property to all owners of real property in the aforementioned subdivision. This does not include the normal annual operation and maintenance of the swimming pool. Payment of this assessment entitles each owner of real property in Marlowe Manor to be considered a member in good standing of the Marlowe Manor

Property Owners' Association and entitles that member to all privileges and rights thereof.

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 of 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 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.

18. This Bill of Assurance contains two metes and bounds legal descriptions; the first of which describes lands owned solely by Rector-Phillips-Morse, Inc., and the second of which describes lands owned solely by David Jones, Agent for Ridgehaven Estates Joint Venture.

The lands described in the first legal description referred to herein have, pursuant to this Bill of Assurance and the plat referred to herein, become lots 242 through 283 and Tract A, Phase IV, Marlowe Manor Addition; and

The lots described in the second legal description referred to herein have, pursuant to this Bill of Assurance and the plat referred to herein, become lots 284 through 287, Phase IV, Marlowe Manor Addition..

Rector-Phillips-Morse, Inc. has no right, title, interest or equity in those lots owned by David Jones, Agent for Ridgehaven Estates Joint Venture; and David Jones, Agent for Ridgehaven Estates Joint Venture, has no right, title, interest, or equity in those lots owned by Rector-Phillips-Morse, Inc. A deed from Rector-Phillips-Morse, Inc. as to lots 242 through 283 and Tract A, inclusive, shall convey good title to those lots without the necessity of David Jones, Agent for Ridgehaven Estates Joint Venture, joining in said deed; and a deed from

David Jones, Agent for Ridgehaven Estates Joint Venture, as to lots 284 through 287, inclusive, shall convey good title to those lots without the necessity of Rector-Phillips-Morse, Inc. joining in said deed.

IN WITNESS WHEREOF, Rector-Phillips-Morse, Inc. and David Jones, Agent for Ridgehaven Estates Joint Venture, Grantors, have caused this instrument to be executed for and in their names and behalf by the duly authorized officers whose names appear below on this 27th day of June, 1984.

LI
COMM. DIV.
RECORDED

RECTOR-PHILLIPS-MORSE, INC.

LITTLE ROCK PLANNING
COMMISSION APPROVED

By: Bill Hastings
Vice President

ATTEST: Van M. Lloyd
August 2, 1984

[Signature]

DAVID JONES, AGENT FOR
RIDGEHAVEN ESTATES JOINT VENTURE

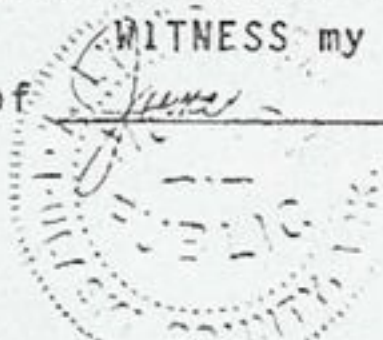
By: [Signature]

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

On this day, before me personally appeared BILL HASTINGS, to be 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 to do so, 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 27th day of June, 1984.



T. Lynne Nelson
Notary Public

My Commission Expires:
5-11-85

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

On this day, before me personally appeared David Jones, to me personally well known, who acknowledged that he was the Agent for Ridgehaven Estates Joint Venture, and that he, as such agent, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the Joint Venture as such agent.

WITNESS my hand and official seal this 28 day of June, 1984.



Robin A. Rivers
Notary Public

My Commission Expires:
8-9-91