

B-709

BILL OF ASSURANCE

FILED & RECORDED

1986 JUL -3 PM 3:30

*Smuel*  
JACQUETTA ALEXANDER  
PULASKI CO. CIRCUIT CLERK

(R)

KNOW ALL MEN BY THESE PRESENTS:

7-3-86

THAT, WHEREAS, Bailey Corporation, an Arkansas corporation (hereinafter called "Allotter"), is the owner of *B. 4A* the following property:

Part of the S 1/2, NW 1/4, SW 1/4, Section 32, T-2-N, R-13-W, Pulaski County, Arkansas, and Block 17 & Part of Block 32, Neimeyer Grove Addition, and a portion of adjacent streets, Little Rock, Arkansas, all more particularly described as: Beginning at the Southeast corner of the S 1/2, NW 1/4, SW 1/4, said Section 32, said corner also being the Northwest corner of Lot 163 & the Northeast corner of Lot 171, both in St. Charles, an Addition to the City of Little Rock, Arkansas; thence N 69°05'55" W along the north line of said Lot 171 and along the north line of Lot 172, said St. Charles Addition, 203.2 ft. to the Northwest corner of said Lot 172; thence N 53°16'55" W, 50.15 ft. to the Northeast corner of Lot 184, said St. Charles Addition; thence N 57°53'55" W along the north line of said Lot 184, 144.9 ft. to the Northwest corner thereof, said corner lying on the east line of Lot 185, said St. Charles Addition; thence N 35°26'05" E along said east line, 35.40 ft. to the Northeast corner thereof; thence N 67°14'55" W along the north line of said Lot 185, 153.65 ft. to the Northwest corner thereof; thence N 43°42'55" W, 55.3 ft. to the Northeast corner of Lot 198, said St. Charles Addition; thence N 67°40'55" W along the north line of said Lot 198, 139.8 ft., to the Northwest corner thereof, said corner lying on the east line of Lot 197, said St. Charles Addition; thence N 5°06'05" E, along said east line, 20.0 ft. to the Northeast corner thereof; thence N 66°43'15" W along the north line of said Lot 197, 162.75 ft. to the Northwest corner thereof; thence N 67°48'45" W, 50.60 ft. to the Northeast corner of Lot 196, said St. Charles Addition, thence N 74°52'45" W along the north line of said Lot 196, 123.6 ft. to the Northwest corner thereof, said corner also being the Northeast corner of Lot 202, said St. Charles Addition; thence N 82°08'45" W along the north line of said Lot 202, 144.2 ft. to the Northwest corner thereof; thence N 85°00'45" W, 50.0 ft. to the Northeast corner of Lot 208, said St. Charles Addition; thence N 88°45'15" W along the north line of said Lot 208, 145.0 ft. to the Northwest corner

173-178-178A-179-183  
186-195 203-206  
199-201 209-216  
399

LOTS 173-178  
178A, 178B  
179-183  
186-195  
199-201  
203-206  
209-216  
399

thereof; thence S 8°31'15" E along the West line of said Lot 208, 110.0 ft. to the Southwest corner thereof; said corner lying on the north right-of-way line of St. Charles Blvd.; thence Southwesterly along said north right-of-way line, being the arc of a 348.31 ft. radius curve to the left, having a chord bearing and distance of S 74°42'45" W, 21.5 ft. to a point; thence S 7°09'15" E along the west line of Lot 400, said St. Charles Addition and said west line extended Northerly, 197.0 ft. to the Southwest corner of said Lot 400, said corner lying on the north line of Lot 401, said St. Charles Addition; thence S 44°49'45" W along said north line and said north line extended Southwesterly, 70.0 ft. to a point; thence N 31°39'15" W, 146.30 ft. to a point; thence Southwesterly along the arc of a 288.31 ft. radius curve to the left, having a chord bearing and distance of S 41°41'04" W, 64.57 ft. to a point; thence N 54°30'37" W, 60.0 ft. to a point; thence N 52°43'37" W, 154.97 ft. to the Northwest corner of Block 32, Neimeyer Grove Addition, Little Rock, Arkansas; thence N 1°32'23" E along the west line of Block 17, said Neimeyer Grove Addition and said west line extended Southerly and Northerly 378.67 ft. to the Southwest corner of Block 16, said Neimeyer Grove Addition; thence S 88°51'06" E, 311.06 ft. to the Northwest corner of the S 1/2, NW 1/4, SW 1/4, said Section 32; thence S 86°13'40" E along the north line of said S 1/2, NW 1/4, SW 1/4, 1312.93 ft. to the Northeast corner thereof; thence S 1°29'22" W along the east line of said S 1/2, NW 1/4, SW 1/4, 654.66 ft. to the point of beginning, containing 14.6326 acres more or less.

shown on the plat, hereinafter mentioned, as Lots 173-178, 178a, 178b; 179-183; 186-195; 199-201; 203-206; 209-216 and 399, inclusive, ST. CHARLES, an Addition to the City of Little Rock, Arkansas; and

WHEREAS, it is deemed advisable that all of the above described property shown on the plat hereinafter mentioned, be now subdivided into building lots and streets as shown on the attached plat filed herewith, 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, the Allotter, for and in consideration of the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value, has caused to be made a plat, filed herewith, showing a survey made by Edward G. Smith, Registered Engineer, dated JUNE 25, 1986, and bearing a Certificate of Approval executed by the Planning Administrator, Department of

Community Development of the City of Little Rock, and showing the bounds and dimensions of the property now being subdivided into lots and streets.

Allotter hereby donates and dedicates to the public an easement of way on, over and under the streets on said plat to be used as public streets. In addition to the said streets, there are shown on said plat certain easements for drainage and utilities which Allotter hereby donates and dedicates to and for the use by public utilities, the same being, without limiting generality of the foregoing, electric power, gas, telephone, water and sewer, with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utilities to use and occupy such easements, and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services. In addition, the above easements may be used by the property owners in St. Charles for the purpose of jogging trails when such use does not conflict with this use by the public utilities.

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 subject to the limitations herein set out.

The lands embraced in said plat shall be forever known as "Lots 173-178, 178a, 178b; 179-183; 186-195; 199-201; 203-206; 209-216 and 399, inclusive, ST. CHARLES, an Addition to the City of Little Rock, Arkansas" and any and every deed of conveyance of any lot in such addition describing the same by the number shown on said plat shall always be deemed a sufficient description thereof.

The Allotter hereby reserves the right to use any surplus dirt in said street for its own use and benefit and for the use and benefit of any other person, firm or corporation as it may specifically designate from time to time.

Said land herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants:

1. Use of Land. The land herein platted shall be held, owned and used only as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than a single detached single-family residence. Each residence erected or maintained upon the land platted herein shall have a two-car carport or garage unless the requirement for such attachment is waived in writing by the Allotter.

2. Architectural Control. No building shall be erected, placed or altered on any property in this addition until the building plans and specifications, 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 Allotter. In the event the Allotter fails to approve or disapprove any plans, specifications, exterior color scheme or plot plans within thirty days after being submitted to it, such plans, specifications, exterior color scheme or plot plans shall be deemed to fully meet the requirements of this covenant. Nothing contained in this covenant nor any consent by the Allotter shall in any way be

deemed to prevent any owner of property in this addition from enforcing any legal rights which such owner may have as to any improvement in this addition.

3. Delegation of Authority. The Allotter has created the St. Charles Community Association, Inc., a non-profit corporation. The Allotter shall have the right, by a written instrument recorded in the office of the Recorder for Pulaski County, Arkansas, to delegate, convey and transfer to such corporation all authority, rights, privileges and duties reserved by the Allotter in this Bill of Assurance, including but not limited to architectural control, modification of setback requirements and consent to construction of outbuildings.

4. Height and Type of Residence. No residence shall be erected, altered, placed or permitted to remain on any lot in this addition other than one detached single-family residence not to exceed two and one-half stories in height.

5. Setback Requirements. No residence shall be located on the lot nearer to the front lot line, rear lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat; provided, such setback requirement may be modified if such modification is approved by the Allotter and the Little Rock Planning Commission or the Little Rock Board of Adjustment, or such other regulatory agency as may succeed to their functions. No building shall be located nearer to an interior lot side line than a distance of 10% of the average width of the lot, provided, however, that such distance need not exceed 10 feet. No principal dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and porches not under roof shall not be considered as a part of the building.

6. Minimum Square Feet Area. No residence shall be constructed or permitted to remain on any building site in this addition unless the finished heated living area, exclusive of porches, patios, carports, garages, breezeways, exterior stairways, porte cocheres, storage areas and outbuildings, shall equal or exceed that shown in the following schedule:

<u>Lot Number</u>	<u>ONE STORY Minimum Sq. Ft.</u>	<u>SPLIT LEVEL OR MULTI-STORY Minimum Square Feet</u>
173-178, 178a, 178b; 179-183; 186-195; 199- 201; 203-206; 209-216 & 399	1800	2200

Finished heated living area shall be measured in a horizontal plane to the face of the outside wall on each level.

7. Height of Other Structures. No structure of any kind, including but not limited to any radio or television antenna or tower, shall be built or permitted to remain upon the lot if the height of such structure is more than six feet higher than the ridge line of the residence upon such lot.

8. Frontage of Residence on Streets. Any residence erected on any lot in this addition shall front or

present a good frontage on the streets designated in the plat, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated, and on any corner lot it shall mean that the residence shall front or present a good frontage on both of the streets designated in the plat.

9. Commercial Structures. No building or structure of any type may ever be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot. This prohibition shall not apply to any business or structure that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to this addition.

10. Outbuildings Prohibited. No outbuildings or other detached structure appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Allotter and the approval in writing of the City of Little Rock.

11. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or part thereof, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

12. Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

13. Billboards Prohibited. The construction or maintenance of billboards or advertising boards or structures on any lot is specifically prohibited, except that billboards advertising the sale or rental of such property are permitted, provided they do not exceed eight square feet in size.

14. Oil and Mineral Operations. No oil drilling, oil development operating, oil, refining, quarrying or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

15. Cesspool. No leaching cesspool shall ever be constructed or used on any lot.

16. Existing Structure. No existing, erected building or structure of any sort may be moved onto or placed on any of the above described lots.

17. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding other than a guest house and servants' quarters erected on a building site covered by these covenants shall at any time be used for human habitation, temporary or permanently, nor shall any structure of a temporary character be used for human habitation.

18. Easements for Public Utilities, Drainage and Jogging Trails. Easements for the installation, maintenance, repair and replacement of utility services, sewer, drainage and jogging trails have heretofore been donated and dedicated, said easements being of various widths, reference being hereby made to the plat filed herewith for a more specific description of width and location thereof. No trees, shrubbery, incinerators, structure, buildings, fences or similar improvements shall be grown, built or maintained within the area of such utility, drainage and jogging easement except such areas may be paved to provide a proper surface for jogging trails. In the event any trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be grown, built or maintained within the area of such easement, no person, firm or corporation engaged in supplying public utility services shall be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

19. Fences. No fences, enclosure or part of any building of any type or nature whatsoever shall ever be constructed, erected, placed or maintained closer to the front lot line than the building setback line applicable and in effect as to each lot, provided, however that chain link or similar fences are in all events strictly prohibited and shall not be used under any circumstances; provided, further, that it is not the intentions of this paragraph to exclude the use of evergreens or other shrubbery to landscape the front yard. Moreover, no automobile, truck, trailer, tent or temporary structure of any nature whatsoever shall ever be parked, located or otherwise maintained on any lot, provided that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles or any portion of the garage driveway.

20. Sight Line Restriction. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between one 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 line and a line connecting them at points twenty-five feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage lines are maintained at sufficient height to prevent obstruction of such sight lines.

21. Property Lines and Boundaries. Iron pins have been set on all lot corners and points of curve and all lot dimensions shown on curves are chord distances, and all curve data as shown on the attached plat filed herewith is center line curve data. In the event of minor discrepancies between the dimensions or distances as shown on the attached plat and the actual dimensions and distances as disclosed by the established pins, the pins as set shall control.

22. Driveway Obstructions. No obstruction shall be placed in the street gutter. Curbs shall be broken at driveways, and driveway grades lowered to meet the gutter line not more than two inches above the gutter grade.

23. Ground Frontage. No lot shall be subdivided.

24. Right to Enforce. The restrictions herein set forth shall run with the land and shall bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of the lots hereby restricted, and with its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his or their seizing of title to said land, and Allotter, its successors and assigns, and also the owner or owners of any of the lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages and failure to Allotter, its successors or assigns, or any owner or owners of any lot or lots in this addition to enforce any of the restrictions herein set forth at the time of its violation shall, in no event be deemed to be a waiver of the right to do so thereafter.

25. Modification of Restrictions. Any and all of the covenants, provisions or restrictions set forth in this Bill of Assurance may be amended, modified, extended, changed or cancelled, in whole or in part, by a written instrument signed and acknowledged by the owner or owners of more than 50% in area of the total land contained within this addition and all additional property which Allotter has reserved the right to plat in the future as part of St. Charles, an Addition to the City of Little Rock, by obtaining preliminary plat approval from the City of Little Rock as to approximately 275 acres. The provisions of such instrument so executed shall be binding from and after the date it is duly filed for record in Pulaski County, Arkansas. Each covenant in this instrument, unless expressly provided otherwise, shall remain in full force and effect until January 1, 2027.

26. Extension. All covenants for which extension is not otherwise provided in this instrument shall automatically be extended for successive periods of ten years each unless modified, terminated or cancelled as provided herein.

27. Separability. Invalidation of any restriction set forth herein or any part thereof by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, but they shall remain in full force and effect.

EXECUTED at Little Rock, Arkansas, this 25th day of June, 1986.

BAILEY CORPORATION

By Jack R. McCray  
Vice President

ATTEST:

Leah Caradine  
Assistant Secretary

LITTLE ROCK PLANNING  
COMMISSION APPROVED  
Von W. [Signature]  
July 3, 1986

(CORPORATE SEAL)

STATE OF ARKANSAS)  
) ss.  
COUNTY OF PULASKI)

ACKNOWLEDGMENT

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned, and acting, the within named Jack R. McCray and Leah Caradine, to me personally well known, who stated that they were the Vice President and Assistant Secretary, respectively, of Bailey Corporation, an Arkansas corporation, and stated and acknowledged that they 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 consideration and purposes therein mentioned and set forth.

WITNESS MY HAND AND OFFICIAL SEAL on this 25th day of June, 1986.

Patricia G. Keubler  
NOTARY PUBLIC

My commission expires:  
Feb. 15, 1990  
(S E A L)