

BILL OF ASSURANCE  
MAPLE CREEK FARMS  
PHASE III

SS

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, Madison Financial Corporation, herein called Owner, has caused certain lands owned by it to be platted into an addition known as Maple Creek Farms, Phase III, an Addition to Saline County, Arkansas, and the plat thereof appears of record in the office of the Recorder of Saline County, Arkansas, in Book 333 at Page 007; and,

WHEREAS, the Owner desires to provide for the use of the property for the highest of residential uses and to restrict its uses as such;

NOW, THEREFORE, the Owner hereby adopts the covenants stated herein and agrees that the stated covenants shall apply to all of the property now platted as Phase III, an Addition to Maple Creek Farms, an Addition of Saline County, Arkansas, as covenants running with the land:

DEED 333 PAGE 008  
for replacement Dec 561 Pg 714 Jim Curry by R. Bennett

1. Regarding Lots 784, 785, 786, 790, 791, 792, 793, 794, 795, 796, 797, 798, 802, 803, 804, 805, and 806, no building shall be erected, altered, placed or permitted to remain upon any of said lots, other than one detached single family dwelling having a minimum size of 1,500 square feet. Said dwelling may have a private garage or carport for the storage of automobiles.
2. Regarding Lots 650, 787, 788, 789, 799, 800, 801, 807, 808, and 809, no building shall be erected, altered, placed or permitted to remain upon any of said lots other than one or two detached single-family dwelling with each dwelling having a minimum size of 1,500 square feet. Each such dwelling may have a private garage or carport for the storage of automobiles.
3. East dwelling shall have sanitary and culinary facilities.
4. In addition to the residential dwelling, there may also be placed on each lot one barn-type structure or one out building that conforms and blends with the architectural design and landscaping of the residential dwelling.
5. Regarding Lot Number 810, any commercial enterprise or business may be operated thereon, and buildings may be constructed in

accordance therewith, provided that said commercial enterprise or business does not constitute a public or private nuisance, and is not disruptive to the area.

6. Easements. Due to the body of water situated on Lots 805, 806, and 807, easements for landowners of 805 to the back portion of their land other than by boat, will be on Lot 804 and will be for bodily passage only for a 10 foot easement around the water's edge. Any equipment or machinery passage, other than hand held equipment or machinery on Lot 804 other than bodily passage must be by permission of the landowner of Lot 804.

Easement for landowners of 806 to the back portion of their land other than by boat will be on Lot 807 and will be for bodily passage only for a 10 foot easement around the water's edge. Any equipment or machinery passage, other than hand held equipment or machinery, on Lot 807 other than bodily passage must be by permission of the landowner of Lot 807.

7. Use of lots. The Lots shall be held, owned and used only for single-family residential purposes and no business or commercial activity shall be carried on within a Lot except as provided in Paragraph 5 and by a public utility furnishing service to and within the Property. No structure shall be erected, altered, placed or permitted to remain on any Lot other than single-family residences, except for any outbuildings permitted pursuant to Paragraphs 1 and 2 hereof.

8. Architectural Control. No building, or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors of Association ("Board"). In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with.

9. Setback Requirement. No residence shall be located on any Lot nearer to the front Lot line than 75 feet or nearer to the side street line than a distance of 10% of the average width of the Lot or 15 feet, whichever is less.

10. Minimum Square Feet Area. No residence shall be constructed or permitted to remain on any Lot unless the finished heated living area, exclusive of porches, patios, carports, garages, breezeways, exterior stairways, portecocheres, storage areas, and outbuildings, shall equal or exceed 1,500 square feet for a one-story residence except with the prior written approval of the Architectural Control Committee referred to in Paragraph 8, hereof, which approval may be granted or denied in its sole and absolute discretion.

11. 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 any Lot if the height of such structure is more than 6 feet higher than the ridge line of the residence upon such Lot, except that the Allotter or the Board may erect a common television antenna. No radio signals, television signals or other form of electromagnetic radiation shall originate from the Lot that may unreasonably interfere with the reception of television or radio signals on any other Lot.

12. Commercial Structures. No building or structure of any sort may ever be placed, erected or used for business, professional trade or commercial purposes on any portion of any Lot, except as specified in Paragraph 5.

13. Frontage of Residence on Street. Any residence erected on any Lot shall front, or present a good frontage, on the street designated in the Plat.

14. Outbuildings Prohibited. No outbuildings or other detached structure appurtenant to the residence may be erected on any Lot herein platted without the written consent in writing of the Architectural Committee appointed pursuant to Paragraph 8, hereof.

15. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or any part thereof, except that dogs, cats, or other domesticated household pets may be kept in reasonable numbers, and landowners with three

DEED 333 PAGE 011

acres and above will be allowed to keep horses, if property is fenced. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance.

16. 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 a vacant Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

17. Care of Lawns and Gardens. The owner or owners of each Lot shall keep the laws and gardens contained therein neatly trimmed, property cultivated and free of trash.

18. 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 Lots are permitted, provided they do not exceed 8 square feet in size and a sign or signs advertising this subdivision and the sale of the Lots erected by or on behalf of the Allotter are permitted.

19. Cesspool. No leaching cesspool shall ever be constructed on any Lot.

20. Existing Structure. No existing, erected building or structure of any sort may be moved onto or placed on any Lot.

21. Temporary Structure. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any other structure of a temporary character be used for human habitation.

22. Easements for Public Utilities. Easements for the installation, maintenance, repair, and replacement of utility services, sewer and drainage being ten feet in width, have herein above been donated and dedicated, reference being hereby made to the Plat filed herewith for a more specific description of the location thereof. No trees or shrubbery, incinerators, structures, buildings, fences, or pavement, or similar improvements shall be grown, built or maintained within the area of such easements, 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

DEED 333 PAGE 012

any utility service located within the area of such easements.

23. 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 Plat and the actual dimensions or distances as disclosed by the established pins, the pins as set shall control.

24. Right to Enforce. All of the Lots shall be sold and conveyed subject to the easements, restrictions, covenants and conditions herein for the purpose of protecting the value and the desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Lot or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner hereof. The Allotter, Association, or any owner of a Lot shall have the right to enforce, by any proceeding at law or in equity, all covenants and reservations now or hereinafter imposed pursuant to the provisions of this Bill of Assurance and Association shall, in addition, have the right to collect and enforce by any proceedings at law or in equity all assessments, liens, and charges now or hereinafter imposed pursuant hereto or thereto. Failure by the Allotter, Association or Owner of a Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No restriction, condition, covenant reservation, lien or charge provided for herein shall be personally binding upon any corporation, firm or person except in respect to breaches committed during its, his or their seizing title to the Property.

25. Modification of Covenants and Restrictions. Each of the covenants and restrictions in this Bill of Assurance shall remain in full force and effect until January 1, 2014, and each of such covenants and restrictions shall automatically be extended thereafter for successive periods of ten (10) years each unless modified, terminated, or cancelled as herein provided. Any and all of the covenants, provisions or restrictions set forth in the Bill of Assurance may be amended, modified, changed, or cancelled in whole or in part by a

written instrument signed and acknowledged by the owner or owners of not less than 90% of the Lots during the first twenty (20) years from the date hereof and thereafter by an instrument signed by not less than the owner or owners of 75% of the Lots. Any amendment must be recorded.

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

IN WITNESS WHEREOF, The Corporation has set its Seal this

20 day of May, 1990.

MADISON FINANCIAL CORPORATION

By: *Will L. Biedwell*

Attest:

*Joe Strayhorn*  
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS §  
                                          §  
COUNTY OF PULASKI §

On this day, before me personally appeared *Will L. Biedwell*, to me personally well known, who acknowledged that he was the President of MADISON FINANCIAL 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 by himself as such officer.

WITNESS my hand and official Seal this 20 day of May, 1990.

My Commission expires: 11-21-94

*Paul Reed*  
NOTARY PUBLIC

APPROVED: Saline County Planning Board, by *Paul W. Markley Chairman*  
Date: 6-19-90

Filed for record on this the 29 day of June, 1990, at Benton, Arkansas and same is duly recorded in Deed Book 333 page 08.

Jim Crone  
Saline County Circuit Clerk & Recorder  
By: *Mary Ann Allen* D.C.

DEED 333 PAGE 013