

**Bill of Assurance
Greenstone Estates,
An Addition to Saline County, Arkansas
Lots 1 through 17**

PART A. PREAMBLE

WHEREAS, Heritage Homes and Development of Central Arkansas, Inc., are the owners of the following described land situated in Saline County, Arkansas to-wit;

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4) AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW 1/4 SE 1/4), ALL IN SECTION 6, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS; MORE PARTICULARLY DESCRIBED AS BEGINNING AT A FOUND 1" CRIMPED PIPE, ACCEPTED AS THE SW CORNER OF THE SW 1/4 NE 1/4 OF SECTION 6; THENCE N02°03'34"E, ALONG THE WEST LINE THEREOF, A DISTANCE OF 1,331.68 FEET TO A FOUND 3/4" CRIMPED PIPE, ACCEPTED AS THE NW CORNER OF THE SW 1/4 NE 1/4 OF SECTION 6; THENCE S88°19'28"E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 657.23 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SW 1/4 NE 1/4 OF SECTION 6; THENCE S01°41'18"W, ALONG THE EAST LINE THEREOF, A DISTANCE OF 1,332.94 FEET TO A POINT ON THE SOUTH LINE OF THE SW 1/4 NE 1/4 OF SECTION 6; THENCE N88°12'49"W, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 469.20 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, S46°29'03"W, A DISTANCE OF 280.42 FEET TO A POINT ON THE WEST LINE OF THE NW 1/4 SE 1/4 OF SECTION 6; THENCE N01°57'19"E, ALONG THE WEST LINE THEREOF, A DISTANCE OF 199.33 FEET TO THE POINT OF BEGINNING. CONTAINING A CUMULATIVE OF 900,965.1 SQUARE FEET, OR 20.683 ACRES, MORE OR LESS.

SUBJECT TO AN INGRESS/EGRESS EASEMENT ACROSS THE SOUTH 30 FEET THEREOF.

ALSO SUBJECT TO AN INGRESS/EGRESS EASEMENT

WHEREAS, they caused said land to be surveyed and a Plat thereof made, dividing said land into lots and street, as shown on said plat and showing the dimensions of each lot and the width of the street as shown as said plat for the purpose of making said land and Addition known as Greenstone Estates, an addition to Saline County, Arkansas.

NOW THEREFORE, Heritage Homes and Development of Central Arkansas, Inc , in consideration of the purposes herein stated, does hereby designate said land above described as shown by said plat, which hereto attached and made a part of hereof as Greenstone Estates, addition to Saline County, Arkansas, and that hereafter any conveyance by the owners of said land by lot number shall forever be held to be a good and legal description and the street shown as said plat in said Addition is hereby dedicated as a public street, for the use and benefit of the public as such. The use of the land in said Addition being subject to the following Protective and Restrictive Covenants:

PART B. AREA OF APPLICATION:

B-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in the entirety shall apply to the entire Addition.

PART C RESIDENTIAL AREA COVENANTS;

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No business of any nature or kind shall at any time be conducted in any building located on any of said lots. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height; excluding basement area. Each dwelling must include a double enclosed garage attached to the dwelling. Garages shall be kept clean, free of debris and used exclusively for motor vehicles with storage of equipment, tools boxes and other incidental items specifically prohibited. All privacy fence posts shall be inside the fence. No fences shall be constructed across open drainage ditches that will impede the flow obtain water runoff. All dwellings are required that the exteriors to be made of brick. Signs advertising fence companies are prohibited.

C-2. ARCHITECTURAL CONTROL. No dwelling or structured shall be erected, placed or altered an any lot the construction plans and specifications and a plan showing the location of the structure, including landscaping, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, and intended objectives of the Architectural Control Committee to achieve a subdivision that accomplishes the desired architectural design in the structure and subdivision ascetics. No fence or wall shall be erected, placed, or altered on any lot nearer than the front building line as noted on plat to any street except for decorative fences. The term structure is defined to include any and all types of fences, antennas, decks, basketball goals, swimming pools, and television satellite dishes, which in no event shall be placed in front of dwellings. Each property owner requesting approval shall submit to the Architectural Control Committee at least two weeks prior to the time approval is needed, a complete set of house plans, a complete material and specification list and a complete landscape plan, which shall specifically identify on the plan all tree to remain, each tree to remain shall be tied with a ribbon. Specifications shall include window type and finish color, front door style, exterior house paint colors and roof color, roof pitch and parch posts or column diameter and style of post. All dwellings are required that the exteriors to be made of brick. Developer reserves the right to use exterior siding on certain designs, but the Architectural Control Committee will have to approve in writing before siding is used or placed on dwelling. Sheathing under siding shall be ½ inches nominal thickness wafer board or exterior plywood and sandwiched foam hardboard. Sheathing shall be installed in accordance with FHA Standards over 4 inches minimum studs at 24 inches OC maximum spacing. Approval shall be provided in Part D.

C-3 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$50.00 per square foot of heated space, based upon cost levels prevalent on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1700 square feet for a one story dwelling. The ground floor area of the main structure shall not be less than 1200 square feet for a dwelling of more than one-story which with the second floor area would provide a total area equal to or greater than 1700 feet,

exclusive of basements.

C-4. **BUILDING LOCATIONS.** No building shall be located on any lot, nearer to any street line than the minimum building set back lines as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to a front line or nearer than 10 feet on an interior lot line. No dwelling shall be located on any interior lot, nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open Porches shall not be considered as part of the building. No more than one dwelling shall be permitted on any one lot. One dwelling can be located on two lots, if said dwelling does not violate or encroach any drainage or utilities easement described or shown on plat. No lot shall be divided into two or more lots without approval of the Architectural Control Committee and the Saline Planning Commission.

C-5. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum set back line as shown by said plat.

C-6. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front and the rear fifteen feet of each lot. No building shall be erected in the easement areas. Fences may be built only in easement areas where water runoff will not be impaired.

C-7. **NUISANCES.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. **TEMPORARY STRUCTURES.** No structures of a temporary character, motor home, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporary or permanently.

C-9. **OUT BUILDINGS.** One building for storage shall be permitted, if approved by the Architectural Control Committee and shall conform to the same architectural design and construction of the dwelling. Above ground swimming pools are prohibited.

C-10. **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 to advertise the property during the construction and sales period.

C-11. **OWNER RESPONSIBILITY.** Any property owner shall insure that any contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance.

C-12. **CONTRACTOR RESPONSIBILITY.** No contractor shall damage in any way the utilities or streets in any manner.

C-13. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon or in any lot. No derrick or structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-14. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except, that dogs, and cats, may be kept on any lot, provided that they are not kept, bred or maintained for any commercial purpose and provided, that facilities for maintenance of same are approved by the Architectural Control Committee and that the keeping of same does not constitute a nuisance. No pitbulls, rottweillers, or any type of dog bred for fighting will be allowed on any lot in addition.

C-15. **GARBAGE AND REFUSE DISPOSAL.** No lot or easement shall be used or maintained, as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and not be permitted at any time at a location which is visible from the front of the lot.

C-16. **UTILITIES.** All utilities shall be within the easements as shown on plat.

C-17. **WATER SUPPLY.** No individual water supply system shall be permitted on any lot Water Service will be obtained from Water Users L.L.C. when the service becomes available.

C-18. SEWAGE DISPOSAL. No sewer system will be allowed without approval of the Arkansas Health Department.

C-19. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any lot corner within the triangular area formed by the street property lines and the line connecting them at points 15 feet from intersection of street right of way lines, or in the case of rounded property corners from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-20. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 10 feet of the property line of any part or edge of any water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

C-21. BUILDERS. All building must be performed by a residential home builder approved by the Architectural Control Committee. Lot owners shall submit the name and qualifications of the builder selected to construct a dwelling, who must be approved and a statement stating such approval included within Exhibit "A" hereto attached. The Architectural Control Committee reserves the right to submit for approval the name of any contractor selected by a property owner to an architect of the choosing of the Architectural Control Committee. No construction shall begin until written approval from the Architectural Control Committee has been received.

C-22. LOT, YARD AND HOME MAINTENANCE. All property owners after the acquisition of Lots from the developer shall sod the entire front of each house, from the house to the back edge of street pavement and side yards or rear of house shall be sodded or seeded. All lots shall be kept with all grounds and yards mowed, trimmed and clean, and all houses painted and stained. No deviation from the original plans shall be permitted without approval of the Architectural Control Committee.

C-23. COMMENCEMENT OF CONSTRUCTION. A property owner must start construction of an approved dwelling within a period of one (1) year from date a Warranty Deed is executed and delivered by Heritage Homes and Development of Central Arkansas, Inc to the property owner or their contractor. Heritage Homes and Development of Central Arkansas, Inc reserve the option to repurchase any lot for the amount of the original purchase price if construction is not commenced within such period of time. This option shall be exercised in writing within a period of thirty (30) days after the one (1) year period.

C-24. COMPLETION OF CONSTRUCTION. Any dwelling must be completed in its entirety within a period of one year from date such construction is commenced.

C-25. MOTOR VEHICLE ENTRANCES AND DRIVES. Driveways shall be constructed of concrete only. Driveways to be constructed and finished by approved Professional Concrete Finisher. Culverts beneath driveways in any drainage course shall be 18 inches in diameter.

C-26. STREETS AND ROADWAYS. All roadways shall be constructed of asphalt or concrete.

C-27. WATER RETAINAGE AREAS. All areas designed as water retainage areas shall be constructed and maintained by developer for a period of one year, after which time said areas shall be the sole responsibility of property owners.

C-28. MOTOR VEHICLE PARKING. Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot or within the dedicated street. Boats, recreational vehicles and trailers cannot be parked in the dedicated street. Owners or permit residents are prohibited from parking in the street.

C-29. MINIMUM FLOOR LEVEL ELEVATION. The Architectural Control Committee reserves the right to prescribe the minimum floor elevation for Lots.

C-30. MAILBOXES. Mailboxes shall be of the design, color and construction to match the exterior design of dwelling. Newspaper boxes or other receptacles for deposit of newspapers and circulars are prohibited.

C-31. EXTERIOR LIGHTING. No night watcher lights shall be permitted. All exterior lights has to be approved be the Architectural Control Committee.

PART D. ARCHITECTURAL CONTROL COMMITTEE:

D-1. MEMBERSHIP. The Architectural Control Committee is composed of Joel Green and Jennifer Green and a representative of Heritage Homes and Development of Central Arkansas, Inc. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The members of this committee shall no event be personally liable or responsible to any owner in this Addition for their actions.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing, and in the form hereto attached marked Exhibit "A", which when executed must be recorded. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in the event no suit to enjoin the construction of compliance with these covenants has been commenced within 180 days after the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The committee will with Buyers' permission and at the expense of the Buyer refer Buyers' plan to an architect for revision and changes to comply with this Bill of Assurance.

PART E. GENERAL PROVISIONS:

E-1. TERM. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded after which time, said covenants shall be automatically extended for successive periods of ten years, subject to the express provision that these covenants may be amended at any time after the date of execution hereby by an instrument signed by the members of the Architectural Control Committee and the developer, until such time as title to all lots owned by Heritage Homes and Development of Central Arkansas, Inc have been sold with further provision that any building set back line may be changed, amended and altered solely by the Architectural Control Committee.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Executed this _____ day of _____, 20__.

Heritage Homes and Development of Central Arkansas, Inc

Joel Green, President

Jennifer Green, Secretary/Treasurer

Exhibit "A"

**Certificate of Approval of the Architectural Control Committee
Greenstone Estates Addition to Saline County, Arkansas**

The Architectural Control Committee of Springdale Estates does hereby approve the plans and specifications submitted by _____, dated _____ for construction of a residential dwelling and improvements to be located and performed on Lot _____, Greenstone Estates Addition to Saline County, Arkansas and does hereby approve _____ as the contractor to construct such dwelling.

Dated this _____ day of _____, 20____

Architectural Control Committee of Greenstone Estates

By: _____

By: _____

Subscribed and sworn to before me, a Notary Public on _____

Notary Public

My Commission Expires: