


FILED
SALINE COUNTY
CIRCUIT CLERK
2007 JAN 12 AM 11:35
BY: 

RESTRICTIVE COVENANTS.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, COLONY EAST, LLC by agreement with the United States Army Corp of Engineers desires to create a wetlands with a portion of its Property;

WHEREAS, in order to create such wetlands, certain covenants and restrictions impacting a portion of the Property and such covenants and restrictions and the affected Property shall be as set forth herein; and

WHEREAS, the owner desires to correct said Deed as follows;

The property located in Saline County, Arkansas, described herein as Exhibit "A," and hereinafter as "the affected property," is being used to mitigate for the loss of wetlands functions and values associated with the work done by CCV Development LLC, in section 17, 18, and 19, T1S-R14W, Saline County, Arkansas. A mitigation covenant has been placed on the Affected Property and is agreed upon by the permittee and the Corps of Engineers. This mitigation covenant includes the following restrictions:

- a. Vegetation - There shall be no removal, destruction, cutting, mowing, application of biocides, or disturbance or other change in vegetation on the mitigation site.
- b. Uses - There shall be no agricultural (to include grazing by domestic livestock), commercial, or industrial activities allowed on the mitigation site. This restriction does not apply to hunting and fishing activities in accordance with state law.
- c. Buildings - There shall be no construction or placement of buildings or other structures on the mitigation site.
- d. Roads - There shall be no construction of roads on the mitigation site.

NOW, THEREFORE, the Owner, does hereby place certain restrictions and covenants described hereinabove upon all of the following tract of land situated in Saline County, Arkansas, to wit:

See Exhibit "A" attached hereto.

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Arkansas Boundaries, Inc.

1424D Airport Road * Hot Springs, Arkansas 71913 * Phone 501-767-7673 * Fax 501-767-5787

Legal Description of the River Protection Boundary of Riverside Hills Subdivision, Saline County, Arkansas, prepared by Ken J. Spurlin, Arkansas Professional Surveyor, December 14, 2006:

Part of the NE1/4 SW1/4 and part of the NW1/4 all in Section 30, and Part of the S1/2 SW1/4 of Section 19, all in Township 1 South, Range 17 West, Saline County, Arkansas, being more particularly described as follows: commencing at the SE corner of said NE1/4 SW1/4 Section 30; run thence north 87°12'40" west along the south line thereof 240.67 feet to the Point of Beginning; thence continue North 87°12'40" West along said south line 609.86 feet to the center of the Saline River; thence along said river approximated by the following courses:

North 28°44'36" West 242.84 feet; thence North 11°32'57" West 337.01 feet; thence North 55°31'00" West 138.67 feet; thence North 30°11'08" West 46.21 feet; thence North 13°30'57" West 195.67 feet; thence North 00°27'48" East 298.07 feet; thence North 11°59'36" East 111.64 feet; thence North 86°49'32" East 63.74 feet; thence North 67°01'37" East 98.36 feet; thence North 35°41'30" East 54.28 feet; thence North 00°32'00" East 249.32 feet; thence North 59°50'05" West 52.03 feet; thence North 20°21'56" West 102.52 feet; thence North 03°53'19" West 221.50 feet; thence North 08°17'51" West 263.18 feet; thence North 00°29'19" East 120.33 feet; thence North 25°27'53" West 178.11 feet; thence North 19°28'04" East 107.89 feet; thence North 52°38'11" West 32.77 feet; thence South 76°02'11" West 69.60 feet; thence North 81°04'26" West 29.40 feet; thence North 48°41'25" West 130.50 feet; thence North 58°04'48" West 190.18 feet; thence North 74°24'57" West 270.24 feet; thence North 67°54'25" West 150.72 feet; thence North 55°08'32" West 115.52 feet; thence South 80°25'47" West 126.71 feet; thence North 87°55'12" West 122.97 feet; thence North 54°51'55" West 78.15 feet; thence North 41°38'30" West 83.23 feet; thence leaving said river centerline

North 48°21'30" East 43.10 feet; thence North 71°29'32" East 108.27 feet; thence South 89°51'31" East 99.33 feet; thence South 78°11'41" East 73.53 feet; thence South 84°20'36" East 154.68 feet; thence North 88°24'34" East 163.97 feet; thence South 72°29'17" East 225.26 feet; thence South 89°14'58" East 32.38 feet; thence North 29°44'46" East 124.15 feet; thence North 06°36'07" West 142.23 feet; thence North 39°11'21" West 69.72 feet; thence North 33°04'40" East 40.47 feet; thence North 38°43'12" East 39.80 feet; thence North 08°31'33" West 15.31 feet; thence North 29°10'26" West 25.96 feet; thence North 16°22'28" East 54.95 feet; thence North 00°37'08" West 33.64 feet; thence North 27°34'33" East 26.55 feet;

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thence North 19°32'32" East 16.88 feet; thence North 06°51'37" East 23.93 feet;
thence North 01°51'59" East 43.63 feet; thence North 09°45'26" West 37.90 feet;
thence North 18°46'57" West 30.87 feet; thence North 12°15'05" West 29.63 feet;
thence North 08°00'16" East 40.58 feet; thence North 07°21'45" West 44.25 feet;
thence North 30°08'55" West 25.42 feet; thence North 68°09'18" West 17.10 feet;
thence North 71°22'19" West 46.55 feet; thence North 62°38'28" West 7.15 feet;
thence North 02°28'14" West 303.78 feet; thence South 71°58'12" East 83.56 feet;
thence North 86°08'22" East 67.77 feet; thence North 73°38'07" East 62.46 feet;
thence North 62°04'15" East 104.14 feet; thence North 31°54'00" East 99.97 feet;
thence North 20°36'58" East 136.10 feet; thence North 03°46'17" East 74.82 feet;
thence North 62°08'17" East 297.76 feet; thence South 31°02'41" West 25.86 feet;
thence South 07°41'32" West 17.91 feet; thence South 02°03'27" West 77.22 feet;
thence South 40°51'50" East 53.57 feet; thence South 06°29'45" East 135.61 feet;
thence South 01°08'32" West 34.05 feet; thence South 08°41'48" West 120.48 feet;
thence South 16°33'27" West 44.75 feet; thence South 05°16'20" West 100.57 feet;
thence South 33°15'04" East 52.94 feet; thence South 77°33'48" East 37.58 feet;
thence South 84°20'04" East 28.85 feet; thence South 76°15'23" East 42.65 feet;
thence South 87°02'39" East 26.83 feet; thence South 81°23'58" East 30.83 feet;
thence South 80°46'12" East 20.12 feet; thence South 35°45'17" East 18.18 feet;
thence South 10°05'53" West 21.07 feet; thence South 53°10'44" West 13.85 feet;
thence South 84°40'38" West 34.79 feet; thence South 85°52'06" West 33.38 feet;
thence South 85°09'50" West 40.70 feet; thence South 86°53'20" West 63.23 feet;
thence South 69°59'08" West 60.57 feet; thence South 44°22'50" West 20.14 feet;
thence South 35°56'13" West 68.17 feet; thence South 28°19'14" West 14.62 feet;
thence South 36°43'39" West 16.59 feet; thence South 54°45'14" West 43.68 feet;
thence South 44°15'56" West 60.41 feet; thence South 27°37'28" West 47.43 feet;
thence South 23°06'39" West 56.64 feet; thence South 21°23'19" West 50.40 feet;
thence South 14°05'11" West 76.43 feet; thence South 07°16'17" East 71.94 feet;
thence South 13°02'52" East 54.23 feet; thence South 01°04'05" West 70.80 feet;
thence South 06°47'07" East 27.62 feet; thence South 15°59'26" East 136.05 feet;
thence South 26°25'13" East 48.38 feet; thence South 12°34'28" East 56.15 feet;
thence South 49°51'10" East 150.55 feet; thence South 41°00'15" East 51.97 feet;
thence South 49°18'28" East 31.34 feet; thence South 30°15'27" East 34.25 feet;
thence South 23°10'56" East 23.86 feet; thence South 74°37'08" East 69.91 feet;
thence South 53°36'46" East 68.89 feet; thence South 47°24'26" East 55.56 feet;
thence South 35°15'47" East 43.11 feet; thence South 49°36'46" East 52.63 feet;
thence South 35°36'03" East 24.57 feet; thence South 18°58'15" West 57.43 feet;
thence South 49°00'13" West 53.08 feet; thence South 06°11'44" West 38.95 feet;
thence South 52°24'39" East 95.58 feet; thence South 26°47'00" East 45.25 feet;
thence South 56°14'44" East 81.00 feet; thence South 20°21'25" East 21.55 feet;
thence South 17°19'59" East 46.04 feet; thence South 04°20'16" East 76.70 feet;
thence South 50°25'54" East 19.92 feet; thence North 76°45'31" East 34.84 feet;
thence North 69°14'20" East 46.14 feet; thence North 22°13'51" East 42.57 feet;
thence South 09°33'15" West 60.01 feet; thence South 11°21'04" East 52.53 feet

EXHIBIT
A
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thence South 06°22'30" East 45.76 feet; thence South 09°52'57" East 52.19 feet;
thence South 04°51'05" East 458.88 feet; thence South 12°01'47" West 359.70 feet;
thence South 12°24'19" West 60.00 feet; thence South 14°22'21" West 55.34 feet;
thence South 11°54'51" West 182.49 feet; thence South 18°54'03" East 73.41 feet;
thence South 17°52'23" West 116.21 feet to the North side of a sewer treatment pond;
thence along the north, west and south sides of said pond the following courses:
North 85°57'32" West 31.20 feet to the beginning of a curve tangent to
said line; thence westerly, southwesterly and southerly a distance of 94.25
feet along the curve concave to the southeast, having a radius of 60.00 feet
and a central angle of 90°00'00"; thence South 04°02'28" West tangent to said
curve, a distance of 280.00 feet to the beginning of a curve tangent to said
line; thence southerly, southeasterly and easterly a distance of 94.25 feet
along the curve concave to the northeast, having a radius of 60.00 feet and a
central angle of 90°00'00"; thence South 85°57'32" East tangent to said curve,
a distance of 34.66 feet; thence leaving said pond South 20°47'36" East 39.51 feet;
thence South 28°30'29" East 160.30 feet; thence South 52°22'52" East 163.47 feet;
thence South 34°46'05" East 92.89 feet; thence South 08°57'03" East 94.91 feet
to the Point of Beginning.

Containing 63.740 acres, more or less.

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FILED FOR RECORD
In Doc Book 07 Page 446
JAN 12 2007
at 11:35 o'clock A M
DOUG KIDD, CIRCUIT CLERK
BY [Signature] DC



**BILL OF ASSURANCE
RIVERSIDE HILLS
PHASES 1**

FILED
SALINE COUNTY
CIRCUIT CLERK

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BY ES

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, COLONY EAST, LLC, an Arkansas Limited Liability Company (referred to herein as "Developer"), is the owner of the following property:

SEE EXHIBIT "A"

and

WHEREAS, it is deemed advisable that all of the property shown on the Plat hereinafter mentioned be subdivided in building lots, tracts and streets as shown on the Plat, and that said property be held, owned and conveyed subject to the Bill of Assurance in order to enhance the value of Riverside Hills Subdivision Phase: 1 and such additional phases. Developer adopted this name for the subdivision after submittal to and approval of the subdivision name by the Assessor's office of Saline County.

NOW THEREFORE, Developer, 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, showing a survey made by Ken Spurlin, Arkansas Boundaries, Registered Land Surveyor dated and showing the boundaries and dimensions of the property now being subdivided into lots, tracts and streets (the "Plat").

There is shown on said Plat certain easements for drainage, public access and utilities which Developer hereby donates and dedicates to and for the use of public utilities, the same being, without limiting the generality of the foregoing, electric power, gas, telephone, water, sewer and cable television with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utilities to use such easements, and to have free ingress and egress for the installation, maintenance, repair and replacement of such utility services. Additionally, Developer hereby grants to the public utilities the right to use these dedicated areas for utility easements provided such public improvements are maintained by said public utilities. All streets, alleys, parks and easements are to be dedicated to the public.

The filing of this Bill of Assurance and Plat for record in the office of the Circuit Clerk and Ex-Officio Recorder of Saline County shall be a valid and complete delivery and dedication of the easements subject to the limitations herein set out.

The lands designated as residential on the Plat shall be forever known as:

02 091569

Lots 1 thru 79, Phase 1

Riverside Hills Subdivision, Saline County, Arkansas, and any and every deed of conveyance of any lot in the Riverside Hills Subdivision Phases 1 describing the same by the lot number and block shown on said Plat shall always be deemed a sufficient description thereof.

The following words when used in this Bill of Assurance (unless the context shall indicate a contrary intention) shall have the following meanings:

- (a) "The Property" shall mean and refer to that property described on Exhibit "A" which is subject to this Bill of Assurance.
- (b) "Riverside Hills" shall mean Phase 1, Phase 2 and Phase 3 together with such additional properties as may be added by the Developer pursuant to the provisions of this Bill of Assurance.
- (c) "Site" or "Lot" shall mean and refer to any platted lot within the Property, which may be purchased by any person or owned by the Developer or acreage of unplatted property owned by the Developer within the Property.
- (d) "Owner" shall mean and refer to the record owner, except Developer, whether one of more persons or entities, of a fee simple title to any Site or the holder of an equitable interest in any Site which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.
- (e) "Architectural Control Committee" or "ACC" shall mean the committee appointed pursuant to Section 6 of this Bill of Assurance.
- (f) "Developer" shall mean Colony East, LLC, its successors and assigns.

~~The lands herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants and restrictions:~~

1. Additions to Riverside Hills Subdivision: Additional lands of Developer may become subject to the Bill of Assurance and added to Riverside Hills Subdivision in the following manner: Developer shall have the right but not the obligation to bring within Colony East, LLC, additional properties, regardless of whether or not said properties are presently owned by Developer, as future phases of the Riverside Hills, provided that such additions become subject to assessments. UNDER NO CIRCUMSTANCES shall this Bill of Assurance bind Developer to make the proposed additions or to adhere to the provisions of this Bill of Assurance. Developer shall not be precluded from conveying lands not subject to this Bill of Assurance free and clear of this Bill of Assurance. Any additional phases added to Riverside Hills shall be made by filing of record and additional Bill of Assurance with respect to the additional property. The additional Bill of Assurance may contain such complimentary additions and modifications of the

provisions of this Bill of Assurance necessary to reflect the different character, if any, of the added properties. In no event shall such additional Bill of Assurance revoke, modify or add to the covenants established by this Bill of Assurance as to the property herein described. No entity, other than Developer or its successors and assigns, shall have the right to subject additional lands to Riverside Hills unless Developer shall indicate in writing that such additional lands may be included.

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2. Use of Land: The residential lots herein platted shall be held, owned and used only as residential building sites by Owners, unless approved by Developer for any other use, or as indicated in section 15. No structures shall be erected, altered, placed or permitted to remain on any residential site, except as indicated in section 15, other than a single detached single-family residence, to include manufactured doublewide homes, modular doublewide, or frame homes. No singlewide manufactured homes will be allowed unless written approval is obtained from Developer. No leasing of property shall occur within the first 12 months from the date of closing by any Owner. ACC shall approve any leasing in writing after 12 months.
 3. Architectural Control: No improvement shall be constructed or maintained upon any lot and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless including garage, carport additions, or out buildings approved by the Architectural Control Committee.
 4. Common Amenities: The areas designated on the Plat as Common Areas, if any, including river preservation area and all improvements thereon, if any, shall be maintained by the owner of record, except for public utility improvements which shall be maintained by such public utilities.
 5. Rights to Common Properties: Every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, if any. This easement of enjoyment shall be appurtenant to and shall pass with the title to every Site.
 6. Architectural Control Committee:
 - (a) Architectural Control Committee, will consist of at least three (3) and not more than five (5) property owners, including but not limited to developer, who shall be natural persons and who shall serve at the pleasure of the Developer. The member of the Architectural Control Committee, and all vacancies, shall be appointed by Developer as long as the Developer shall own any of the areas designated as residential on the Plat or on any additional plat of future phases. Developer shall have the right to relinquish control of the Architectural Control Committee to the property owners to be overseen by Developer, at which time the Developer will establish the criteria for and the method of selection to the Committee.

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(b) Function of Architectural Control Committee: No improvement shall be constructed or maintained upon any Site and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and Site plans showing the exterior design, height, building material and color scheme, the location of the structure platted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing walls and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee. A copy of the plans, specifications, and lot plans as finally approved shall be deposited with the Architectural Control Committee. No trees shall be removed unless such removal is in compliance with the Design Guidelines and rules established by the Architectural Control Committee. The Architectural Control Committee shall have the power to employ parties to assist it in discharging its duties to be paid by the Association. The decisions of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

(c) Content of Plans and Specification: The plans and specifications to be submitted and approved shall include the following (or as provided by the Developer):

- 1. Site Plan (scale 1"=30' or larger) showing:
Existing and finish contour grades, finish floor grade, location of all improvements, structures, walks, driveways, parking areas, fences, walls utility connections, and, if applicable, the grinder tank location.
- 1. Foundation Plan (scale 1/4"=1').
- 2. Floor Plan (scale 1/4"=1').
- 3. Exterior Elevation of all sides, showing materials, grades, wall height, and roof pitch.
- 4. Wall Sections, showing materials, and ceiling heights.
- 5. Landscaping Plan (scale 1"=30' or larger) showing:
Plant names, sizes, quantity, watering system, ground cover, driveways, walks, parking areas fences, mailboxes and exterior illumination system.

(d) Definition of "Improvement": Improvement shall mean and include all residences, buildings, roofed and nonroofed structures, parking areas, fences, walls, hedges, mass planting, landscaping, poles, towers, antennae, driveways, swimming pools, playground equipment, signs,

gazebos, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any other exterior construction or exterior improvement which materially alters the appearance of the property. The definition does not include garden shrub or tree replacements or any other replacement or repair of any magnitude, which does not materially change exterior colors or exterior appearances.

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- (e) The Basis of Approval: Approval of plans and specifications shall be based on, among other things, adequacy of Site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and Sites, and conformity to both the specific and general intent of the protective covenants. From time to time the Architectural Control Committee shall establish certain architectural guidelines which shall be approved by the Board (the "Architectural Guidelines"). All plans and specifications must comply with the Architectural Guidelines then in force and effect. However, the Architectural Control Committee may approve exceptions to the Architectural Guidelines by a unanimous vote. The current Architectural Guidelines shall be available at the office of the Developer.
 - (f) Majority Vote: A Majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them entirely, partially or conditionally approve.
 - (g) Limitation of Liability: Neither the Developer, the Architectural Control Committee nor any of its members shall be liable, in damages or otherwise, to anyone submitting plans and specifications for approval or to any Owner of land affected by this Bill of Assurance by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with approval or disapproval or failure to approve or disapprove any plans and specifications.
 - (h) Reasonable Fee: The Architectural Control Committee may charge any Owner a reasonable fee for its services in reviewing that Owner's proposed plans and specifications.

7. Maintenance:

- (a) Duty of Maintenance: Owners and occupants (including lessees) of any lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that lot so owned or occupied, including buildings, improvements and grounds, including river preservation area, in

a well-maintained, safe, clean and attractive condition at all times. Maintenance includes, but is not limited to, the following:

- Prompt removal of all litter, trash, refuse and waste.
- Lawn mowing.
- Tree and shrub pruning.
- Removal of fallen trees.
- Watering.
- Keeping exterior lighting and mechanical facilities in working order.
- Keeping lawn and garden areas alive, free of weeds, and attractive.
- Keeping parking areas and driveways in good repair.
- Complying with all governmental health and police requirement.
- Repainting of improvements.
- Repair of exterior damages to improvements.
- Repair of all damage to fences.

(b) Enforcement: If in the opinion of the Developer, any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Developer may provide written notice of that failure, giving the Owner or occupant thirty (30) days from receipt to perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within the thirty (30) day period, the Developer, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform needed care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any lot on which work is performed shall jointly and severally be liable for the cost of the work and shall promptly reimburse the Developer for all costs. If the Developer has not been reimbursed within thirty (30) days after invoicing, the indebtedness shall be a debt of the Owners and occupants of the lot, jointly and severally, and shall constitute a lien against the lot on which the work was performed. This lien shall have the same attributed as the lien for assessments and special assessments set forth in section 7 hereof, and the Developer shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

8. Common Scheme Restrictions: The following restrictions are imposed as a common scheme upon all Sites, lots and Common Areas for the benefit of all Owners and may be enforced by the Developer, any Owner or the Architectural Control Committee by any remedy available at law or equity:

- (a) No garbage, refuse, rubbish, tree limbs, leaves or cuttings shall be deposited on any street, road, or Common Areas, nor on any Site unless placed in a container suitable for garbage pickup.
- (b) No building material of any kind or character shall be placed upon any Site except in connection with construction approved and permitted by the

Architectural Control Committee. Construction shall be promptly commenced and diligently pursued.

- (c) No clotheslines, drying yards, service yards, woodpiles or storage areas shall be so located as to be visible from a street, road, or Common Areas, if any. Tarps and coverings must be earth tone in color.
- (d) Exterior lighting installed on any Site shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of the adjacent property.
- (e) No insects, reptiles, animals or poultry shall be kept on any Site or Common Area, except a reasonable number or ordinary domesticated household pets belonging to the household. No commercial breeding of any animal is allowed. All pets shall at all times be appropriately restrained and supervised to prevent such pet from becoming a nuisance to another owner.
- (f) No sign, plaques or communication of any description shall be placed on the exterior of any Site or Common Area by an Owner unless such signs are approved by and in compliance with the Design Guidelines established by the Architectural Control Committee. Signs are restricted as to content, size and color by the Architectural Control Committee.
- (g) No nuisances or noxious or offensive behavior shall be allowed, nor shall any use or practice be allowed which is a source of annoyance or nuisance to any Owner or which interferes with any Owner's right of quiet enjoyment.
- (h) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, zoning, by-laws and regulations of all governmental bodies having jurisdiction shall be observed.
- (i) No portion of a Site (other than the entire Site) may be rented, unless approved in writing by ACC and no transient may be accommodated therein.
- (j) All areas designated as pedestrian or possible equestrian trails shall be used solely for pedestrian and equestrian traffic and no motorized devices of any type shall be allowed on the pedestrian and equestrian trails, except for maintenance and construction purposed being performed by the Developer, unless such use is approved in writing by ACC.
- (k) No open garage, carport, driveway or parking area which may be in front of, adjacent to or part of any Site developed for single family residence purposes may be used as a habitual parking place for commercial vehicles. The term "commercial vehicles" shall include all trucks and all automobiles, station wagons, and vehicular equipment, which shall bear sign or have printed on the side of same reference to any commercial undertaking or enterprise.

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- (l) No temporary buildings, Quonset huts, trailers, RVs, motor homes, tents, shacks, or privies shall be constructed, erected or parked upon any Site. The word "trailer" shall refer to a camping trailer, which could be temporarily occupied for living purposes, boat or equipment trailer. This restriction shall refer also to truck-mounted campers and travel buses, unless such trailer, erected camper, truck-mounted camper or travel bus is enclosed in a standard sized garage. No oversized garage for motorized or non-motorized travel trailer, bus or camper shall be allowed. Temporary buildings, improvements or structures used during the construction of an improvement shall be on the same Site as the improvement, and shall be removed upon completion of construction of the improvement.
- (m) No junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat, ATV or other machinery or equipment (except as may be reasonable and customarily used in connection with the use and maintenance of any improvements located upon the Property and except for such equipment and machinery as the Developer may require in connection with the maintenance and operation of the Common Areas) shall be kept upon the Property. Except for bona fide emergencies, there shall be no repair or extraordinary maintenance of automobiles or other vehicles. This restriction shall not apply to vehicles, trailers, boats, ATV's, machinery, equipment or the like stored and kept within an enclosed storage room or garage, as approved by the Architectural Control Committee. The Architectural Control Committee may, in the discretion of the Developer provide and maintain a suitable area designated for the parking of such vehicles.
- (n) The improvements built on any Site shall comply with the setback restrictions imposed upon the Site by either the recorded Plat in the Circuit Clerk's office of Saline County, Arkansas, or by this Bill of Assurance. Setback restrictions are covenants running with the land.
- (o) Access easements for installation and maintenance of utilities and drainage facilities paths are reserved in driveways, road, and paths or on the side or rear of each Site as shown on the recorded plat.
- (p) Each Owner hereby grants a right of access to his Site to the Developer, and Architectural Control Committee, and/or any other person authorized by the Architectural Control Committee or the managing agent for the purpose of making inspections or for the purpose of correcting any condition originating in or on his Site and threatening another Site or any Common Area, or for the purpose of performing installations, alterations, or repairs to the parts of the Site over which said persons have control and/or responsibility for maintenance. In case of an emergency, this right of entry shall be immediate whether the Owner is present or not.

- (q) No burning of refuse or leaves will be permitted.
- (r) No firearms shall be discharged on the Property.
- (s) No hunting shall be allowed on the Property.
- (t) No four wheelers or ATV's are allowed.
- (u) No permanent structure on River Preservation Area.

9. Common Properties:

- (a) Subject to the provisions of sub-section (c) hereof, every Property Owner shall have the right and easement of enjoyment in and to the Common Areas, if any.
- (b) The rights and easements of enjoyment created shall be subject to the following:

The right of the Architectural Control Committee to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Areas;

The right of the Architectural Control Committee to enforce or perform maintenance as set forth in section 7 or this Bill of Assurance;

The right of the Architectural Control Committee to borrow money for capital improvements or maintenance of all or any part of the Common Areas, and to mortgage all or any part of the Common Areas;

The right of the Architectural Control Committee to take reasonably necessary steps to protect all or any part of the Common Areas; and

The right of the Architectural Control Committee to suspend the easements of enjoyment of any Property Owner during the time any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

- 10. Roadways: All street names for any new streets have been submitted to and approved by the Saline County Office of Emergency Services (OES). All roadways shall be maintained by Saline County Road Department after completion by the Developer.

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11. Creation Obligation for Assessments: By acceptance of a deed or other conveyance of property subject to this Bill of Assurance, each Owner, other than Developer, of a lot shall be deemed to covenant and agree to pay any assessment or bond as determined by the Architectural Control Committee, Saline County, Developer or improvement district, which may hereinafter be levied by the aforementioned entities. Such amounts together with interest, costs of collection and a reasonable attorney's fee shall be a continuing lien on the lot(s) of any Property Owner.
12. Height and Type of Residence: The residences in Riverside Hills shall be of similar architectural style so as to create a neighborhood of architectural continuity. All construction shall be approved by the Architectural Control Committee, in its sole and absolute discretion. No residence shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residence not to exceed two stories in height.
13. Setback Requirements: Except as shown on the Plat, no structure in Riverside Hills Subdivision, including the residence, shall be located on any lot nearer than 25 feet to the front lot line, nearer than 5 feet to the side of lot line, and nearer than 5 feet to the rear lot line, except for river lots which shall be no nearer than 20 feet unless otherwise restricted to the rear lot line; provided, such setback requirements may be modified if such modification is approved in writing as a variance, by the Architectural Control Committee and such other regulatory agency as may be required. For the purposes of this covenant, eaves shall not be considered as a part of the building. Where two or more lots are acquired as a single building site, the site building lines shall refer only to those bordering the adjoining property owner.
14. Front of Residence on Streets: Any residence erected on any lot in Riverside Hills shall front or present a good frontage on the streets designated in the Plat. As applied to inside lots, the residence shall front on the street designated. On any corner lot, the residence shall front or present a good frontage on both of the streets designated in the Plat.
15. Commercial Structures: No lots shall be used for business, professional, trade or commercial purposes, except lots 23 through 37 and any lot Developer chooses as an office or model home site. 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. Any exception must be approved by the Architectural Control Committee. Developer further reserves the right to develop lots 23 through 37 in Phase 1, or any combination thereof as commercial property or any combination of residential and commercial.
16. Outbuildings: No outbuildings or other detached structure appurtenant to the residence may be erected on any of the lots without the consent in writing of the Architectural Control Committee. Consideration will be given to the adjoining landowner's view, in such instances.

Note →

17. Noxious Activity: No noxious or offensive activity shall be conducted on any lot. No garbage, trash, rubbish, tree limbs, leaves or cuttings, ashes or other refuse shall be thrown, placed or dumped upon any vacant lot, street, road or Common Areas, nor on any site unless placed in a container suitable for garbage pickup; nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

18. 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.

19. Easements for Public Utilities and Drainage: Easements for the installation, maintenance, repairs and replacement of utility services, sewer and drainage have been donated and dedicated said easements being of various widths. The exact width and location of said easements are specifically described on the Plat. No structures, buildings, or other similar improvements shall be built or maintained within the area of such utility or drainage easement. In the event any trees, shrubbery, fences or similar improvements shall be grown, built or maintained within the area of such easement no person, firm or corporation performing necessary work and 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.

On each lot where septic tanks are utilized there shall be a ten (10) foot side yard, free of all structures, to permit access of a septic tank cleaning truck.

20. Fences: Fencing of any type must be approved by the Architectural Control Committee.

21. Sight Line Restrictions: No fence, wall, hedge, shrub or other 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 fifty (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 fifty (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 at least eight feet to prevent obstruction of such sight lines. The same sight line limitations shall apply on any lot within fifteen feet of the intersection of the street, property line with the edge of a driveway.

22. Subdivision of Lot: No lot shall be subdivided; provided however, the Developer may subdivide a lot for the sole purpose of enhancing the size of adjoining lots. The replat of any lot in Riverside Hills will be submitted to the Planning Board of Saline

replat of any lot in Riverside Hills will be submitted to the Planning Board of Saline County if the lot is intended to be split into two or more parts or if two or more lots are combined into one lot.

23. Prohibition of Additional Access: No owner, agent or contractor shall lay out, construct or provide for any access to any street or common area other than the access provided by the Developer as reflected on the Plat.

24. Right to Enforce: The restrictions herein set forth shall run with the land and shall bind the Owner, his successors and assigns. All parties claiming by, through or under an Owner covenant with the other Owners of the lots hereby restricted, and their successors and assigns, to conform to and observe these restrictions. Developer, its successors and assigns, for so long as it owns lots within the development and 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 covenants and restrictions of this Bill of Assurance, in addition to such other legal action for damages and failure by any Owner of any lot or lots to observe any of the covenants and restrictions. Any delay in bringing such action shall, in no event, be deemed to be waiver of the right to do so thereafter.

25. Improvement District: Riverside Hills Phase 1 is also within the boundaries of the Saline County Multipurpose Property Owners' Improvement District No. 37 - Riverside Hills Subdivision Project (the "District"). The District was formed pursuant to Arkansas Code Annotated §§ 14-93-101, *et seq.*, and by Order No. CC2002-34 of the Saline County Court. All property subject to this Bill of Assurance is also subject to the requirements imposed by the District, including assessments.

26. Amendments: This Bill of Assurance may be amended as follows:

- (a) Until ninety percent (90%) of all Sites in all Phases have been conveyed by the Developer, the Developer shall have the right without joinder of the Owners to amend the provisions hereof for the purpose of facilitating the marketing of the development, or to comply with the requirements pertaining to the Developer made by financial institutions, title companies and governmental authorities, and for any other reasonable purpose;
- (b) The Developer may without joinder of the Owners amend the provisions hereof in any manner which in the opinion of the Developer is necessary or convenient to clarify the intent of the Developer, or to eliminate ambiguities herein or to correct any errors, or to remove any inconsistencies between this Bill of Assurance and any other document filed in connection of the development of Riverside Hills Subdivision.
- (c) After relinquishment of control of the development as provided in this section, the Owners may amend the provisions hereof by an instrument signed by a least sixty-seven percent (67%) of all Owners of all Sites.

Any amendment shall become effective only upon being properly recorded in the Office of the Circuit Clerk of Saline County, Arkansas.

27. General Provisions:

- (a) Duration: The covenants and restrictions of this Bill of Assurance shall run with and bind the land, shall inure to the benefit of and be enforceable by the Developer, the Architectural Control Committee, or the Owner of any land subject to this Bill of Assurance, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Bill of Assurance is recorded, after which time this Bill of Assurance shall be automatically extended for successive periods of ten (10) years unless an instrument terminating this Bill of Assurance signed by the then Owner of seventy-five percent (75%) of the Sites has been recorded prior to the commencement of any ten (10) year period.
- (b) Notices: Any notice required to be sent to any Member or Owner under the provisions of this Bill of Assurance shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Architectural Control Committee at the time of mailing. Each Owner shall timely forward to the Architectural Control Committee a copy of his recorded warranty deed or his real estate contract and the name and address of any mortgage holder of the site.
- (c) Severability: Invalidation of any one of the provisions of this Bill of Assurance by judgment or court order shall in no way affect the other provisions which shall remain in full force and effect.
- (d) Attorney Fee: In any legal or equitable proceeding for the enforcement or to restrain the violation of this instrument or any provision thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorney fees in such amount as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

28. Development Control: Until ninety percent (90%) of all Sites in all Phases (Phase 1 and such additional properties as may be dedicated by the Developer) or until the year 2041, whichever last occurs, the control of the Riverside Hills Subdivision shall be by the Developer as an administrator. The Developer may, at its option, relinquish its right and duty to act as an administrator at any time upon the filing of a written instrument recorded in the Office of the Recorder for Saline County,

EXHIBIT A

PHASE I BOUNDARY LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN PART OF THE SW1/4 SW1/4 OF SECTION 19 AND PART OF THE NW1/2 NW1/4 OF SECTION 30, ALL IN TOWNSHIP 1 SOUTH, RANGE 17 WEST, SALINE COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 30, BEING A 2" IRON PIPE AT THE BASE OF A 24" SWEET GUM TREE; RUN THENCE NORTH 03°38'24" EAST ALONG THE WEST LINE OF THE SAID SW1/4 SW1/4 SECTION 19 7.77 FEET TO A #5 REBAR SET AT THE SOUTHERLY RIGHT OF WAY OF ARKANSAS HIGHWAY 5; THENCE EASTERLY ALONG SAID RIGHT OF WAY 1078.72 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE CONTRACT FOR SALE OF REAL ESTATE TO ARTHUR A. GILBERT AND MARSHA J. GILBERT RECORDED IN DOCUMENT NO. 1998 22778 OF THE DEED RECORDS OF SALINE COUNTY, ARKANSAS; THENCE LEAVING SAID HIGHWAY RIGHT OF WAY AND ALONG THE BOUNDARY OF SAID GILBERT TRACT THE FOLLOWING COURSES: SOUTH 18°36'15" EAST 41.55 FEET; THENCE SOUTH 04°36'42" EAST 136.15 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 192.59 FEET AND A CENTRAL ANGLE OF 40°52'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 23°40'19" EAST 134.50 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 137.40 FEET; THENCE SOUTH 41°10'08" EAST 41.98 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 223.47 FEET AND A CENTRAL ANGLE OF 28°01'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 24°42'20" EAST 108.20 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 109.29 FEET TO A POINT OF CUSP AT THE SOUTHWEST CORNER OF SAID GILBERT TRACT; THENCE NORTH 60°42'07" EAST DISTANCE OF 201.92 FEET TO THE SOUTHEAST CORNER OF SAID GILBERT TRACT; THENCE NORTH 27°40'19" WEST 440.00 FEET TO THE NORTHEAST CORNER OF SAID GILBERT TRACT; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF SAID HIGHWAY APPROXIMATED BY THE FOLLOWING COURSES: NORTH 55°32'47" EAST 101.46 FEET; THENCE NORTH 50°09'44" EAST 270.79 FEET TO A SET #5 REBAR; THENCE LEAVING SAID RIGHT OF WAY SOUTH 03°38'24" WEST 1629.25 FEET TO A SET #5 REBAR; THENCE SOUTH 24°16'16" EAST 80.17 FEET TO A SET #5 REBAR; THENCE SOUTH 61°59'49" WEST 298.56 FEET TO A SET #5 REBAR; THENCE SOUTH 61°59'49" WEST 31.41 FEET TO THE CENTERLINE OF THE SOUTH FORK OF THE SALINE RIVER; THENCE ALONG THE CENTERLINE OF SAID RIVER, APPROXIMATED BY THE FOLLOWING COURSES: NORTH 58°04'48" WEST 15.92 FEET; THENCE NORTH 74°24'57" WEST 270.24 FEET; THENCE NORTH 67°54'25" WEST 150.72 FEET; THENCE NORTH 55°08'32" WEST 115.52 FEET; THENCE SOUTH 80°25'47" WEST 126.71 FEET; THENCE NORTH 57°55'12" WEST 122.97 FEET; THENCE NORTH 54°51'55" WEST 78.15 FEET; THENCE NORTH 41°38'30" WEST 112.71 FEET; THENCE NORTH 54°47'47" WEST 82.19 FEET; THENCE NORTH 85°38'25" WEST 48.28 FEET; THENCE SOUTH 62°34'51" WEST 93.39 FEET; THENCE SOUTH 34°09'22" WEST 356.92 FEET; THENCE SOUTH 34°09'22" WEST 113.12 FEET TO THE WEST LINE OF SAID SECTION 30; THENCE NORTH 03°39'53" EAST ALONG SAID WEST LINE 1357.08 FEET TO THE POINT OF BEGINNING. CONTAINING 7.282 ACRES, MORE OR LESS, IN SAID SW1/4 SW1/4 SECTION 19, 40.553 ACRES, MORE OR LESS, IN SAID NW1/4 NW1/4 SECTION 30, 0.004 ACRES, MORE OR LESS, IN SAID SW1/4 NW1/4 SECTION 30, FOR A TOTAL OF 47.839 ACRES, MORE OR LESS.

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FILED FOR RECORD
 In Doc Book 02 Page 91559
 NOV 25 2002
 at 2:56 o'clock
 BY DOUG KIDD CIRCUIT CLERK
 BY [Signature] DC