

AMENDED

BILL OF ASSURANCE

EXECUTIVE ADDITION TO HORSESHOE BEND ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That Horseshoe Development Corporation, hereinafter called grantor, is the owner of the following described land lying in IZARD COUNTY, ARKANSAS, to-wit:

Located in the Southwest Quarter (SW  $\frac{1}{4}$ ), The West One-Half (W  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ), The Southwest Quarter (SW  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ), the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ), and Part of the East (E.) 250.0 feet of the North (N.) 500.0 feet of the Southwest Quarter (SW  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ), all in Section Fourteen (S.14); The East Three-Fourths (E  $\frac{3}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) and part of the East (E.) 400.0 feet of the South (S.) 500.0 feet of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ), all in Section Fifteen (S.15); part of the North (N.) 40.0 feet of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) and part of the North (N.) 60.0 feet of the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ), all in Section Twenty-Three (S.23); Township Eighteen North (T.18-N) Range Seven West (R.7-W), IZARD COUNTY, ARKANSAS, containing 503 lots and approximately 360 acres more or less.

And it being deemed desirable that the above described property be now subdivided into building plots and roads and easements with certain areas reserved as shown on the attached plat and that said property be held, owned and conveyed, as platted, subject to the protection herein contained in order to enhance the value and use of the said property.

NOW THEREFORE, Horseshoe Development Corporation, an Arkansas corporation, for and in consideration to the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value, does cause to be made a plat hereto attached showing surveys made by the said James W. Cook, Surveyor, and executed by him on this date, showing the bounds and dimensions of the property now being subdivided into lots and roads described by numbered lots, roads, easements and reserved areas, and the said grantor hereby donates and dedicates said roads to the public, hereafter easement of way over the streets as shown by the said plat to be used for surfaced roads, or easements for property owners exclusive use or as the property owners choose. In addition to said roads, as shown on said plat, there are certain easements for drainage, utilities, etc., which grantor does hereby donate and dedicate to, for the use of or by, or for the benefit of, public utilities, the same being, without being limited by the 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 utility services to use and occupy said easements and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

The filing of the Bill of Assurance and plat for record in the office of the Circuit Clerk and Recorder of IZARD COUNTY, ARKANSAS, shall be a valid and complete delivery and dedication of the roads and easements subject to the limitations herein set out.

The lands embraced in said plat shall be forever known as Executive Addition to Horseshoe Bend Estates, (Located in the SW  $\frac{1}{4}$ , W  $\frac{1}{2}$ , of SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , Part of the E. 250.0 feet of the N. 500.0 feet of SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , all in Section 14; East  $\frac{3}{4}$  of SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  and part of the E. 400.0 feet of the S. 500.0 feet of NE  $\frac{1}{4}$ , of SE  $\frac{1}{4}$ , all in Section 15; Part of the N. 40.0 feet of NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  and part of the N. 60.0 feet of NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ , all in Section 23; T-18-N, R.7-W, IZARD COUNTY, ARKANSAS, containing 503 lots and approximately 360 acres, more or less), and any and every deed of conveyance for any lot in said subdivision describing the same by the number or numbers shown on said plat shall always be deemed sufficient description thereof.

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EXECUTIVE

RESTRICTIONS AND COVENANTS

1. Each homesite in Executive Addition to Horseshoe Bend Estates is restricted to the construction of one single family dwelling unit per lot.

2. No residence or structure shall be erected, placed or altered on any lot until after the building plans, specifications and plot plans showing the location of said residence, have been approved in writing as in conformity with and in harmony with the external design and location and size desired by the Corporation or its successors or by a duly designated property owners association.

3. No temporary structure or temporary living quarters not in conformity with this Bill of Assurance shall be permitted for any period of time.

4. The dwelling unit must be a permanent structure and must have a material exterior composed of wood, anodized metal, masonry or cut natural or native stone, masonite or a combination of said materials or equivalent materials, which materials shall be approved as and in the manner provided for in Paragraph 2 hereof.

5. Each dwelling unit must have at least 1050 square feet of floor space, including carport, with at least 850 square feet of this space heated and on the first floor level. Each dwelling unit constructed on lots 20 through 37 and lots 71 through 74 and lots 340 through 375 shall have a minimum of 1450 square feet of floor space under roof with at least 1050 square feet heated on the first floor level and at least one and one-half baths. Each dwelling unit constructed on lots 9 through 19 shall have a minimum of 2050 square feet of floor space under roof with at least 1650 square feet heated on the first floor level and at least two baths. On split level homes the first floor may be determined by a combination of any two of the three levels. All homes shall have complete indoor toilet facilities of modern plumbing connected to a septic tank sewage disposal unit, or other type of acceptable sewage disposal system, all modern electric wiring completed and installed, all of which shall be equal to or better than the code requirements published by Horseshoe Development Corporation and/or the Federal Housing Administration in its publication entitled "Minimum Property Standards", whichever be the higher requirements. Foundations must be complete, and outside pier type, not enclosed, shall not be permitted without written permission by at least two adjoining property owners and/or Horseshoe Development Corporation or its successors. In cases of approval the plumbing and other mechanical items must still be permanently and completely enclosed. No residence shall be located on any lot nearer to the front line than 45 feet nor nearer to the rear line than 30 feet. ✓ No structure (other than a boat house on those lots butting on said lake which shall not exceed 4 feet in height) shall be permitted on the lot unless same shall join and be a part of the main dwelling structure.

6. No residence or building shall be located nearer to the interior lot side line than a distance of 15 feet or ten percent (10%) of the average width of the lot, whichever is greater, and in no event shall it be located nearer than 30 feet to the side line if the side line borders a public street or road. No fence enclosures shall be constructed between the street easements and the front portion of the construction dwelling above the height of three (3) feet.

7. No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall any trash or other refuse be thrown, placed or dumped upon any vacant lot or shall anything ever be done which may or shall become an annoyance or nuisance to the neighborhood or area in general. No advertising signs of any kind may be placed or erected on any parcel of property without specific permission of the Horseshoe Bend Property Owner's Association or Horseshoe Development Corporation, its, or their successors or assigns.

8. Easements for the installation, maintenance, repair and replacement of utility services, sewer or drainage have heretofore been donated and dedicated. Said easements being at various widths shall be respected by the property owners; and trees, shrubbery, incinerators, structure or any other type of improvements on said easements may be destroyed at any time when necessary or when deemed economically required by any person, firm or corporation engaged in supplying said services without liability of any kind or nature as a result of said destruction.

9. Easements and rights-of-way may be changed at any time by agreement with the owner provided such change or changes do not adversely affect adjoining property.

10. All pets and domesticated animals shall be confined to the lot or lands owned or controlled by the owner of such pet or domesticated animal, except only when such animal is on a leash or otherwise directly controlled by said owner or a member of his household or his designee.

11. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date of these covenants being recorded, after which time said covenants shall be automatically extended for successive periods of years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such covenants in whole or in part.

12. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

13. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

MINERAL RIGHTS TO CERTAIN LOTS IN EXECUTIVE ADDITION RESERVED:

There is a reservation of one-half of the mineral rights, made by a previous grantor in the chain of title, which affects the following Lots in Executive Addition, to-wit: Lots 38; 39; Lots 67 through 94; Lots 107 through 112; Lots 147 through 151; Lot 253; and Lot 389. There is an additional One-Fourth mineral reservation that affects Lot 147; Lots 167 through 229; Lots 237 through 251; Lot 253; and Lot 389. The Grantor conveys and warrants only those mineral rights owned by it.

IN WITNESS WHEREOF, the Grantor by its duly authorized officers have hereunto affixed their hands and seals on the 6th day of June, 1973.

HORSESHOE DEVELOPMENT CORPORATION

ATTEST:

Bobby O'Shields  
BOBBY O'SHIELDS - Assistant Secretary

By: Robley T. Barber  
ROBLEY T. BARBER, President

ACKNOWLEDGMENT

STATE OF ARKANSAS)  
                                  )ss.  
COUNTY OF IZARD )

BE IT REMEMBERED, that on this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the County and State, appeared in person the within named Robley T. Barber and Bobby O'Shields, to me personally well known, who state that they were the President and Assistant Secretary, respectively, of Horseshoe Development Corporation, and 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 considerations, uses and purposes therein contained and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this the 6th day of June, 1973.

My Commission Expires: November 1, 1976 Danna Lewis  
NOTARY PUBLIC

CERTIFICATE OF RECORD

STATE OF ARKANSAS }  
COUNTY OF IZARD }<sup>ss</sup>

I, CHARLES CHEATHAM, Clerk of the Circuit Court and Ex-Officio Recorder for the County aforesaid, do hereby certify that the within and foregoing instrument of writing was filed for record in my office on this 6 day of June A.D., 1923 at 3:30 o'clock P.M. and the same is now duly recorded with the acknowledgements and certificates thereon in Record Book 76 Page 430

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said court this 6 day of June, 1923

Charles Cheatham <sup>Clerk</sup>