



**BILL OF ASSURANCE**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Maumelle Valley, LLC, an Arkansas Limited Liability Company (hereinafter called Valley Estates), on \_\_\_\_\_ 20 \_\_\_\_ filed of recorded that certain Bill of Assurance as Instrument Number \_\_\_\_\_ and accompanying plat as in Instrument Number 2016031276 creating the Maumelle Valley Estates, Neighborhood; and

WHEREAS, Maumelle Valley, LLC is the owner of the following described property:

PART OF THE SE1/4 OF SECTION 30, T-3-N, R-13-W, CITY OF MAUMELLE, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF LOT 84, BLOCK 1, MAUMELLE VALLEY ESTATES, PHASE IX, AN ADDITION TO THE CITY OF MAUMELLE, ARKANSAS; THENCE S71°48'25"E ALONG THE SOUTH LINE OF SAID LOT 83 AND ALONG THE SOUTH LINE OF LOT 82, SAID BLOCK 1, 193.57 FT.; THENCE S36°02'58"E, 26.51 FT.; THENCE S53°57'02"W, 199.59 FT.; THENCE S57°05'51"W, 60.00 FT.; THENCE NORTHWESTERLY ALONG THE ARC OF A 330.00 FT, RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N27°34'22"W, 61.30 FT.; THENCE S36°34'13"W, 172.41 FT.; THENCE N71°48'25"W, 470.50 FT.; THENCE S18°11'35"W, 190.00 FT.; THENCE N71°48'25"W, 6.92 FT.; THENCE S18°11'35"W, 140.00 FT.; THENCE N71°48'25"W, 91.29 FT.; THENCE N66°34'38"W, 198.28 FT.; THENCE N03°44'52"W, 98.34 FT.; THENCE N22°10'15"W, 149.38 FT.; THENCE N12°39'58"E, 30.38 FT.; THENCE N51°57'21"W, 48.90 FT.; THENCE S80°09'59"W, 45.00 FT.; THENCE N40°13'19"W, 40.72 FT.; THENCE N41°15'12"E, 94.19 FT.; THENCE N24°05'31"E, 128.44 FT.; THENCE N45°20'07"E, 148.75 FT.; THENCE S30°18'32"E, 110.46 FT.; THENCE N77°41'50"E, 140.92 FT.; THENCE N90°00'00"E, 191.36 FT. TO A POINT ON THE SOUTH LINE OF LOT 6, BLOCK 12, SAID MAUMELLE VALLEY ESTATES, PHASE IX; THENCE S71°48'25"E ALONG THE SOUTH LINE OF SAID LOT 6 AND ALONG THE SOUTH LINE OF LOTS 1 THROUGH 5, SAID BLOCK 12 AND THE SOUTH RIGHT-OF-WAY LINE OF MAUMELLE VALLEY DRIVE, 556.58 FT. TO THE POINT OF BEGINNING, CONTAINING 10.8810 ACRES MORE OR LESS.

Shown on the plat, hereinafter mentioned, as Lot 85, Block 1, Lots 1-16, Block 14, Lots 1-5, 26-27, Block 15, Lot 1, Block 16, Maumelle Valley Estates, Phase XVII, an Addition to the City of Maumelle, Arkansas (the "Maumelle Valley Estates Neighborhood"); and

WHEREAS, Valley Estates has caused to be incorporated Maumelle Valley Estates Property Owners Association, Inc. for the purpose of administering the maintenance of the common area and amenities in the Maumelle Valley Estates Neighborhood.

WHEREAS, all owners of lots within the Maumelle Valley Estates Neighborhood will be members of Maumelle Valley Estates Property Owners Association, Inc. as provided for herein; and

WHEREAS, it is deemed advisable that all of the property shown on the plat hereinafter mentioned, be subdivided into building lots and streets as shown on the plat filed herewith, and that said property be held, owned and conveyed subject to the protective covenants herein contained, in order to enhance the value of the Maumelle Valley Estates Neighborhood.

NOW THEREFORE, Valley Estates, 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 survey made by Daniel W. Havner, Registered Land Surveyor dated \_\_\_\_\_, and bearing a Certificate of

Approval executed by the Department of Comprehensive Planning of the City of Maumelle, and showing the boundaries and dimensions of the property now being subdivided into lots and streets (the "Plat").

Valley Estates hereby donates and dedicates to the City of Maumelle the street rights-of-ways on, over and under the streets on said Plat to be used as public streets. In addition to the said streets, there are shown on said Plat certain easements for drainage access and/or utilities which Valley Estates 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 and occupy such easements, and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

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

The lands embraced in the Plat shall be forever known as Lot 85, Block 1, Lots 1-16, Block 14, Lots 1-5, 26-27, Block 15, Lot 1, Block 16, Maumelle Valley Estates, Phase XVII, an Addition to the City of Maumelle, Arkansas" and any and every deed of conveyance of any lot in the Maumelle Valley Estates Neighborhood describing the same by the number shown on said Plat shall always be deemed a sufficient description thereof.

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

1. 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 unless approved by the Architectural Control Committee as provided for in the Covenants and Restrictions. House plans must be submitted, approved and signed off by the Architectural Control Committee. No identical house plan will be approved or constructed next door or within visual distance of another house with the same plans.
2. Use of Land. The land herein platted shall be held owned and used only as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than a single detached single-family residence.
3. Common Amenities. All improvements thereon, including but not limited to, all walls, lighting, irrigation and landscaped areas shall be maintained by the Maumelle Valley Estates Property Owners Association, Inc. except for public utility improvements which are maintained by such public utilities.
4. Delegation of Authority. Valley Estates has caused the formation of the Maumelle Valley Estates Property Owners Association, Inc., a nonprofit corporation. Valley Estates shall have the right, but not the obligation, by a written instrument recorded in the Office of the Recorder for Pulaski County, Arkansas, to delegate, convey and transfer to such corporation all authority, rights privileges and duties reserved by Valley Estates in this Bill of Assurance.

5. Creation of Obligation for Assessments. By acceptance of a deed or other conveyance of property covered by this Bill of Assurance, each owner of a lot within Maumelle Valley Estates Neighborhood shall be deemed to covenant and agree to pay any assessments, charges and/or special assessments which may hereinafter be levied by the Maumelle Valley Estates Property Owners Association, Inc. for the purpose of promoting the recreation, health, safety and welfare of the owners within the Maumelle Valley Estates Neighborhood, in particular for the acquisition, servicing, improvement and maintenance of common properties within the Maumelle Valley Estates Neighborhood and facilities which may be hereafter dedicated for use by Valley Estates or otherwise acquired by the Maumelle Valley Estates Property Owners Association, Inc., which amount together with interest, costs and collection and a reasonable attorney's fee, shall be a continuing lien upon the lot.

6. Height and Type of Residence. No residence shall be erected, altered, placed or permitted to remain on any lot in the Maumelle Valley Estates Neighborhood other than one detached single-family residence not to exceed two and one-half stories in height. All residences will have a minimum first floor ceiling height of 9 feet. All roof pitches for all residences shall be a minimum of 8/12. All roofs shall have architectural shingles (25 year minimum). All exteriors shall be 100% brick, dryvit or rock to the fascia. Siding will be permitted above the fascia.

7. Setback Requirements. No residence shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the Plat; provided, such setback requirements may be modified if such modification is approved by the Architectural Control Committee, the Maumelle Planning Commission or the Maumelle Board of Adjustment, and such other regulatory agency as may succeed to their functions. No building shall be located nearer to an interior lot sideline than 8 feet. No principal dwelling shall be located on any lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, steps and porches not under roof shall not be considered as a part of the building.

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

<u>Lot Number</u>	<u>Minimum Sq. Ft.</u>
All Lots	1800 sq ft

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

9. Frontage of Residence of Streets. Any residence erected on any lot in the Maumelle Valley Estates Neighborhood shall front or present a good frontage on the streets designated in the Plat, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated, and on any corner lot it shall mean that the residence shall front or present a good frontage on both of the streets designated in the Plat.

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

11. Outbuildings Prohibited. No outbuildings or other detached structure appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Architectural Control Committee. Storage buildings and pool houses, which shall match the single-family residence architecture. No portable storage buildings will be permitted.

12. Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any garbage, trash, rubbish, tree limbs, pine straw, leaves or cuttings, ashes or other refuse 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 garage pickup; nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

13. 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.

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

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

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

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

18. Fences. No fences, enclosure or part of any building of any type or nature whatsoever shall ever be constructed, erected placed or maintained closer to the front lot line than the building setback line applicable and in effect as to each lot, provided, however, that chain link or similar fences are in all events strictly prohibited and shall not be used under any circumstances; provided, further, that it is not the intentions of this paragraph to exclude the use of evergreens or other shrubbery to landscape the front yard. Fences up to 6 ft. in height will be allowed beyond the 25 ft. rear yard setback. Wooden privacy or wrought iron fences will be permitted. Fencing, of any type must be approved by the Architectural Control Committee as provided in paragraph 1 hereof.

19. Sight-Line Restrictions. No fence, wall, hedge or shrub 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 liens, 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 eight feet to prevent obstruction of such sight lines. The same sight line limitations shall apply on any lot within ten feet of the intersection of the street property line with the edge of a driveway or alley pavement.

20. 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 Plat filed herewith is centerline curve data. In the event of minor discrepancies between the dimensions or distances as shown on the Plat and actual dimensions and distances as disclosed by the established pins, the pins as set shall control.

21. Driveway Obstructions. No obstruction shall be placed in the street gutter. Curbs shall be saw cut at driveways with a diamond blade, and driveway grades lowered to meet the gutterline not more than two inches above the gutter grade.

22. Ground Frontage. No lot shall be subdivided

23. Landscaping. Landscaping shall be installed within 120 days of the completion of construction of the residence.

24. Right to Enforce. The restrictions herein set forth shall run with the land and shall bind the present owner, its successors and assigns. All parties claiming by, through or under the present owner shall be taken to covenant with the owner of the lots hereby restricted, and its successors and assigns, to conform to and observe these restrictions. No restriction herein shall be personally binding upon any corporation, person or persons, except with respect to breaches committed during its, his or their term of holding title to said land. Valley Estates, its successors and assigns, and also the owner or owners of any of the lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages and failure by any owner or owners of any lot or lots in this addition to observe any of the restrictions herein. Any delay in bringing such action shall, in no event, be deemed to be a waiver of the right to do so thereafter.

25. Modification of Restrictions. Any and all of the covenants, provisions or restrictions set forth in this Bill of Assurance may be amended, modified, extended, changed or canceled, in whole or in part, by a written instrument signed and acknowledged by the owner or owners of more than seventy-five percent (75%) in area of the total land contained within the Maumelle Valley Estates Neighborhood. Each covenant in this instrument, unless expressly provided otherwise, shall remain in full force and effect until January 1, 2030 after which time each covenant in this instrument shall be automatically extended for successive periods of ten (10) years unless an instrument terminating the covenants signed by the then owners of seventy-five percent (75%) of the lots in the Maumelle Valley Estates Neighborhood has been

recorded prior to the commencement of any ten-year period. Any modifications to these restrictions shall be approved by, the City of Maumelle Planning Commission.

26. Attorney Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this instrument or any provisions thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorney fees in such amounts as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

27. Property Owners Association Dues. Property Owners Association dues shall be \$100.00 per year due on January 31 of each year. Any lot purchased after October 31 will have the same year and following year dues collected at closing. Failure to pay such dues after a reasonable time will result in filing of a lien against the property.

28. Pets. Only dogs and cats will be allowed as outdoor pets. Any outdoor pet will be confined to fenced areas.

29. Oil, Gas and Other Minerals. Maumelle Valley Estates, LLC, for and in consideration of Ten and No/100 (\$10.00), executes this Bill of Assurance solely upon the belief that it may own a portion of the oil, gas and minerals except the coal, sand, clay and gravel in and under the above-described land and hereby subordinates its interest in the oil, gas and other minerals except coal, sand, clay and gravel to the Bill of Assurance and pursuant to paragraph fourteen (14) thereof will not engage the use of the surface in any oil drilling, oil development operating, oil refining, quarrying or mining operations.

30. Extension. All covenants for which extension is not otherwise provided in this instrument, shall automatically be extended for successive periods of ten (10) years each unless modified, terminated or canceled as provided herein.

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

32. Maximum Building Coverage: No residence shall be constructed or permitted to construct a structure in the Maumelle Valley Estates Neighborhood that covers more than 33.33% of the residence's lot.

EXECUTED this 18<sup>th</sup> day of May, 2016.

MAUMELLE VALLEY, LLC

By

  
Gib Carpenter

Attest:

**ACKNOWLEDGMENT**

**STATE OF ARKANSAS**

**COUNTY OF PULASKI**

On this day before me, a Notary Public, duly commissioned, qualified and acting within an for said county and state, appeared the within named Gib Carpenter a member, respectively, of MAUMELLE VALLEY, LLC And who have been designated by said MAUMELLE VALLEY, LLC to execute the above instrument, to me personally well know, who stated he was a member of said MAUMELLE VALLEY, LLC, and was duly authorized in his respective capacities to execute the foregoing instrument for and in the name and behalf of said MAUMELLE VALLEY, LLC and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18<sup>th</sup> day of May, 2016.

Tamara M. Guffey  
Notary Public

My Commission Expires:

02-03-2024

