

9023739

PLAT

AND

BILL OF ASSURANCE

OF

EAGLE GLEN, AN ADDITION TO THE CITY OF ROGERS,

BENTON COUNTY, ARKANSAS

FILED FOR RECORD  
At 10:170'clock AM

JUL 31 1990

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

EAGLE GLEN GENERAL PARTNERSHIP  
THE PUBLIC.

TO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Eagle Glen General Partnership, an Arkansas general partnership (the "Grantor") owns the following described lands lying in Benton County, Arkansas, to-wit:

The West One-half (W. 1/2) of the Northeast Quarter (N. E. 1/4) of the Southwest Quarter (S. W. 1/4) of Section 14, Township 19 North, Range 30 West in Benton County, Arkansas, except a four (4) acre strip squarely off the West side thereof, more particularly described as Beginning at the Northeast Corner of said W. 1/2 of the N. E. 1/4 of the S. W. 1/4, thence South 00 degrees 03 minutes 58 seconds West 1320.09 feet; thence North 89 degrees 20 minutes 56 seconds West 529.00 feet; thence North 00 degrees 03 minutes 58 seconds East 1320.09 feet; thence South 89 degrees 20 minutes 56 seconds East 529.00 feet to the Point of Beginning, containing 16.031 acres more or less and subject to the Right-of-ways of West Olrich Street on the North, Beth Drive along the West and utility easements as they exist,

(the "Land"), which is shown on the plat attached to and made a part of this instrument (the "Plat") as Lots 1 through 49, inclusive, Eagle Glen, an Addition to the City of Rogers, Benton County, Arkansas; and

WHEREAS, it is deemed desirable by the Grantor that the Land be platted as lots; and

WHEREAS, by this Plat and Bill of Assurance, the Grantor intends to create for its benefit, and for the mutual benefit

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TW Holmes  
7205 A Clinton  
Little Rock, ARK 72207

of all future owners of the Land, certain rights, easements, covenants and conditions governing the use, enjoyment and maintenance of the Land;

NOW, THEREFORE, the Grantor for and in consideration of the benefits to accrue to it, which benefits it acknowledges to be of value, hereby plats the Land and Lots 1 through 49, inclusive, Eagle Glen, an Addition to the City of Rogers, Benton County, Arkansas. Henceforth, description and conveyance by such designation as shown and represented on the Plat shall be a proper and sufficient description for all purposes. The filing of the Bill of Assurance and Plat for record in the office of the Circuit Clerk and Ex-officio Recorder of Benton County shall be a valid and complete delivery and dedication of the streets and easements shown on the said Plat.

A permanent easement for drainage, for laying and maintaining sewer pipes and mains, storm sewers, and for the installation and maintenance of utilities is created, excepted and reserved over, across and through the Land as shown on the Plat.

The Land and any interest therein shall be held, owned and conveyed subject to and in conformity with the declarations, restrictions and covenants set forth in this instrument which shall be construed to be covenants running with the Land and shall be binding upon the owner of the lots platted herein and upon its successors and assigns forever, to-wit:

(5611K/092589)

(a) Architectural Control. (i) Neither any division of the Land into two or more parcels nor any improvement, building, wall, fence, parking area, signs, or any other change from the natural state of the Land shall be made, erected or placed concerning or on the Land until complete plats, building and landscaping plans, specifications, and plot plan showing the location thereof with respect to existing topography, easements, finished ground elevations, structural design, colors and materials therefor, signs and landscaping have been approved in writing by the Grantor, its successors or assigns, whose decision shall be final, conclusive and binding upon the applicant.

(ii) Approval shall be based, among other things, on adequacy of site dimensions, storm drain considerations, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring sites, improvements, operations and uses; relation of topography, grade and finished ground elevation of the Land being improved to that of neighboring lands; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these covenants.

(iii) The Land shall be restricted to residential use only.

(iv) Each residence shall contain a minimum of One Thousand Four Hundred (1,400) square feet of heated and cooled area.

(v) All residences shall have an attached Two (2) car garage or carport.

(vi) In the event Grantor, its successors or assigns, fails to approve or disapprove any plans and specifications for a proposed improvement within Thirty (30) days after submission to it or if no suit to enjoin the erection or placing of such improvements has been commenced prior to the completion thereof, such approval as to such improvement will not be required and this covenant will then be deemed to be fully complied with as to such improvement. There shall be no compensation to the Grantor, its successors or assigns, for services performed pursuant to this covenant.

(b) Building Line. No building shall be erected, placed, located or permitted to remain on the Land closer to the perimeter of the Land than the building line as shown on the Plat; front and rear yards must be at least the minimum prescribed by the building requirements or ordinances of the city of Rogers, Arkansas and side yards must be a minimum of Seven and one-half (7.5) feet.

(c) Maintenance. Owners and occupants (including lessees) of any part of the Land shall, jointly and

severally, have the duty and responsibility, at their sole cost and expense, to keep that part of the Land so owned or occupied, including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times.

(d) Outdoor Storage. Unless specifically approved in writing by the Grantor, its successors or assigns, no materials, supplies, goods or equipment shall be stored or maintained on any area of the Land except inside a closed building, or behind a visual barrier of fencing, planting or other such barrier screening such areas from the view of adjoining lands and/or public streets.

(e) Nuisances. No business, trade, activity, or undertaking which is or may become noxious or offensive shall be carried on or permitted on any part of the Land nor shall anything be done which may become an annoyance or nuisance to adjacent owners of real estate.

(f) Temporary Structures. No structure of a temporary nature, character, trailer, basement, tent, shack, garage, barn, metal building or other outbuilding shall be used on any lot at any time as a residence or part of a residence either temporarily or permanently, provided that nothing in the terms of this paragraph shall be construed to prevent the use of a maintaining a sales office or headquarters during the period of development and construction of this addition.

(g) Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

(h) Garbage and Refuse Disposal. Trash, garbage or other waste shall not be kept upon any lot except in sanitary containers. No lot shall be used or maintained as a dumping ground or storage area for rubbish, junk or trash.

(i) Water Supply. No individual water supply system shall be permitted on any lot.

(j) Signs. No sign of any kind shall be displayed to the public view on any lot, except to advertise the property for sale.

(k) Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

(l) Sidewalks. The owner of any lot in Eagle Glen subdivision shall be responsible for the cost of installing a four foot wide concrete sidewalk along the entire length of any portion of the owner's lot which faces a public street. Grantor shall be responsible for the cost of installing such sidewalk on any lot which has not been sold by Grantor within four years from the date of this Plat and Bill of Assurance.

Each and all of the covenants and provisions set forth in this instrument shall be binding as covenants on present and future owners, their heirs, successors and assigns, shall run with the Land and may be enforced by any person or corporation that would be adversely affected by the breach thereof, but no person or corporation shall be liable for breaches committed except during his or its ownership.

Any and all of the covenants set forth in this instrument may be amended, modified, extended, changed or cancelled in

whole or in part from time to time by written instrument signed and acknowledged by the owner or owners of over 50% in area of the following described lands:

The West One-half (W. 1/2) of the Northeast Quarter (N. E. 1/4) of the Southwest Quarter (S. W. 1/4) of Section 14, Township 19 North, Range 30 West in Benton County, Arkansas, except a four (4) acre strip squarely off the West side thereof, more particularly described as Beginning at the Northeast Corner of said W. 1/2 of the N. E. 1/4 of the S. W. 1/4, thence South 00 degrees 03 minutes 58 seconds West 1320.09 feet; thence North 89 degrees 20 minutes 56 seconds West 529.00 feet; thence North 00 degrees 03 minutes 58 seconds East 1320.09 feet; thence South 89 degrees 20 minutes 56 seconds East 529.00 feet to the Point of Beginning, containing 16.031 acres more or less.

The right to amend, modify, extend, change and/or cancel shall exist at all times before January 1, 2010, and shall also exist at all times during each and every one of the successive Ten (10) year periods provided for hereinafter and shall become effective when each such instrument is filed for record in the office of the Recorder of Benton County, Arkansas.

The covenants, restrictions, and provisions of this instrument shall be automatically extended for successive periods of Ten (10) years each on and after January 1, 2010, unless and until amended or cancelled as authorized hereinbefore then such automatic extensions for successive periods of Ten (10) years each shall apply to this instrument as so changed.

Invalidation of any restriction set forth herein or any part thereof by an order, judgment, or decree of any Court or otherwise shall not invalidate or affect any of the other

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restrictions or any part thereof as set forth herein but they shall remain in full force and effect.

EXECUTED this 11<sup>th</sup> day of June, 1990.

EAGLE GLEN GENERAL PARTNERSHIP,  
an Arkansas general partnership

By: T.W. Holmes

**ACKNOWLEDGMENT**

STATE OF ARKANSAS )  
COUNTY OF Benton ) ss.

On this the 11<sup>th</sup> day of June, 1990, before me, the undersigned officer, personally appeared T.W. HOLMES, who acknowledged himself to be a partner of Eagle Glen General Partnership, an Arkansas general partnership, and that he, as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such partner.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Sandra Feerman  
Notary Public

Expires:  
8/15/92

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Little Rock, ARK 72207