

MEADOW-HILL ACRES ADDITION TO HORSESHOE BEND ESTATES
A SUBDIVISION IN THE CITY OF HORSESHOE BEND

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:

All that part of the East One-Half of the Southwest Quarter (E 1/2 SW 1/4), that lies North of the County Road, all in Section Four (S.4), Township Eighteen North (T.18-N), Range Seven West (R.7-W), Containing 228 lots and 74 acres more or less, and shall be known as Meadow-Hill Acres Addition to Horseshoe Bend Estates a subdivision in the City of Horseshoe Bend, in IZARD County, Arkansas.

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 of 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 James W. Cook, registered surveyor and executed by him on January 1, 1975, 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 easements of way over the streets as shown by 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 for the benefit of, public utilities, 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 service.

The filing of this 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 Meadow-Hill Acres Addition to Horseshoe Bend Estates, a subdivision in the City of Horseshoe Bend (consisting of all that part of the E 1/2 of the SW 1/4 that lies North of the County Road, all in Section 4, Township 18 North, Range 7 West, IZARD County, Arkansas, as shown on the attached plat) and any and every deed of conveyance for any lot in said subdivision describing the same by number or numbers shown on said plat shall always be deemed sufficient description thereof.

RESTRICTIONS AND COVENANTS

1. Each lot as platted in Meadow-Hill Acres Addition to Horseshoe Bend 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 the building plans, specifications and plat plans showing the location of said residence, have been

approved in writing as in conformity and in harmony with the external design desired by the Corporation or its successors and the appropriate zoning commission of the City of Horseshoe Bend and procurement of a mobile home installation permit (building permit) from the City of Horseshoe Bend.

3. No residence or building shall be located nearer to the interior lot side line than a distance of ten percent (10%) of the average width of the lot, and in no event shall it be located nearer than 20 feet to the side line if the side line borders a public street or road. No fence enclosures shall be constructed between the street easement and the front portion of the constructed dwelling. No structure shall be permitted unless it is contiguous to the main dwelling.

4. The homesites are restricted to pre-manufactured homes similar in nature to what is now termed "mobile home". The term mobile home shall be a completed housing unit pre-manufactured and relocated on the property as shown on the plat attached. The unit need not be mobile in that the axles etc., may be removed and the unit need not, in fact, have been mobile. Each unit shall be connected to a central sewage system or septic system in those areas where connection to sewage system is determined to be impractical by developer.

5. Each mobile home shall have a minimum of 550 square feet living space with heating and air conditioning, and complete bathroom and kitchen facilities, all of which shall equal to or better than the code requirements of the City of Horseshoe Bend. A separate storage building may be constructed on the property which building shall have the same similar exterior as the home unit and be contiguous to the main dwelling.

6. Each mobile home unit shall be leveled and underpinned in a fixed position. The perimeter of the home unit between the floor level and ground shall be enclosed with bricks, metal or wood as approved by the City of Horseshoe Bend.

7. Each mobile home shall be located on the site at a place so that no connected portion thereof shall be closer to any fronting street than 35 feet and not closer than 15 feet to the rear lot line.

8. No noxious, offensive trade, and activity shall be carried on or upon any lot, nor shall anything ever be done which may or shall become an annoyance or nuisance to the neighborhood or area in general. Nor shall any trash or debris be permitted to accumulate on the premises. No advertising signs of any kind may be placed or erected on any parcel of property without specific permission of and approval and a permit from the City of Horseshoe Bend.

9. Easements for the installation, maintenance, repair and replacement of utility services, sewer or drainage have heretofore been donated and dedicated as shown on the plat attached. Said easement being at various widths shall be respected by the

property owners and trees, shrubbery, incinerators, structures, buildings or any other type of improvement on said easements may be destroyed at anytime 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.

10. 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.

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

12. In park areas right of way and easements may be changed or added to for the benefit or property as determined by the donor. Park areas are reserved for members of the Property Owners Association.

13. 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.

14. Enforcement of these covenants shall be by proceedings or court order and shall in no wise affect any of the other provisions which shall remain in full force and effect.

All Grantees, their successors and/or assigns, under this Bill of Assurance shall be bound to make annual payment of Club dues currently \$60.00 per year, to the Horseshoe Club Association for maintenance and improvements of the amenities and recreational facilities available all property owner club members. Should Grantees, their successors and/or assigns fail to pay, or make, the required annual dues payments charged by the Horseshoe Club Association, said delinquent annual Club Association dues shall constitute a lien on Grantees lot until said delinquency is satisfied by the Grantee, his, her and/or their successors and/or assigns.

IN WITNESS WHEREOF, the Grantor by its duly authorized President who has hereunto affixed his hand and seal on this 8th day of July, 1975.

HORSESHOE DEVELOPMENT CORPORATION

ATTEST:

By: 
CAL KEPNER, President

APPROVED:

HORSESHOE BEND PLANNING COMMISSION
CITY OF HORSESHOE BEND, ARKANSAS

BY: F. M. Furdala
Chairman

DATE: 7/3/75

