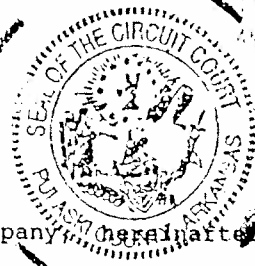


PLAT AND BILL OF ASSURANCE
ST. CHARLES
LOTS 601 THROUGH 609
LOTS 630 THROUGH 645
AND LOTS 658 THROUGH 663

D-110

WINROCK DEVELOPMENT COMPANY
TO
THE PUBLIC

90 59791



FILED AND RECEIVED

293

09 OCT 25 PM 2:35

de Clark

CLERK

RECORDED

15-26-70

BoFA
601-609
630-645
658-663

Lots
601-609
630-645
658-663

WHEREAS, Winrock Development Company, hereinafter called "Grantor", is the owner of the following described lands, to-wit:

Part of the SW 1/4, Section 32, T-2-N, R-13-W, Pulaski County, Arkansas and Blocks 63 & 64 and part of Blocks 49, 50 & 62 Neimayer Grove, an Addition to the City of Little Rock, Arkansas, including adjacent street and alley rights-of-way, all more particularly described as: Beginning at the Southwest corner of the SW 1/4, said Section 32; thence N 89 degrees 05' 35" W along the South line of the SE 1/4, Section 31, T-2-N, R-13-W, 703.60 ft. to a point; thence N 2 degrees 16' 35" W, 192.60 ft. to a point; thence Easterly along the arc of a 979.93 ft. radius curve to the right, having a chord bearing and distance of N 88 degrees 51' 07" E, 38.55 ft. to a point; thence N 0 degrees 01' 11" W, 119.90 ft. to a point; thence S 89 degrees 01' 11" E, 80.96 ft. to a point; thence N 0 degrees 58' 49" E, 170.0 ft. to a point; thence S 89 degrees 01' 11" E, 6.57 ft. to a point; thence N 0 degrees 58' 49" E, 120.0 ft. to a point in the centerline of a 40 ft. street right-of-way; thence S 89 degrees 01' 11" E along said centerline, 551.08 ft. to a point on the West right-of-way line of Loyola Drive; thence Southeasterly along said West right-of-way line being the arc of a 994.93 ft. radius curve to the left, having a chord bearing and distance of S 11 degrees 42' 59" E 15.03 ft. to a point; thence S 11 degrees 52' 36" E, and continuing along said West right-of-way line, 157.3 ft. to a point; thence N 78 degrees 07' 25" E and continuing along said West right-of-way line, 10.0 ft. to a point; thence Southeasterly and continuing along said West right-of-way line, being the arc of a 924.93 ft. radius curve to the right, having a chord bearing and distance of S 5 degrees 12' 06" E, 215.01 ft. to a point; thence S 1 degree 28' 25" W and continuing along said West right-of-way line, 223.0 ft. to a point on the South line of the SW 1/4, said Section 32; thence N 89 degrees 05' 35" W along the South line of said SW 1/4, 29.7 ft. to the point of beginning, containing 9.1631 acres more or less.

And, WHEREAS, it is deemed desirable that all of the above-described property be subdivided into building lots, tracts and streets as shown on the attached plat, and that said property be held, owned and conveyed subject to the protective covenants herein contained, Now, Therefore,

W I T N E S S E T H:

Grantor has caused said tract of land to be surveyed by White-Daters & Associates, Registered Land Surveyors, and a plat thereof made which is identified by the title Lots 601 through 609, 630 through 645 and Lots 658 through 663 ST. CHARLES, an Addition to the City of Little Rock, Pulaski County, Arkansas, and the date

October 25, 1990

294

, and said plat bears the signature of the said Land Surveyor and the said Grantor and bears a Certificate of Approval executed by the Little Rock Planning Commission and is of record in the Office of the Circuit Clerk and Recorder of Pulaski County, Arkansas, as Plat D-110, and the Grantor does hereby make this Bill of Assurance.

The Grantor does hereby certify that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate as ST. CHARLES, an Addition to the City of Little Rock, Pulaski County, Arkansas, and each and every deed of conveyance for any lot or tract in said Addition describing the same by the number or numbers as shown on said plat shall always be deemed a sufficient description thereof. The Grantor hereby dedicates to the public forever an easement of way on and over the streets as shown 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 and utilities. Grantor hereby donates and dedicates such utility easements to and for the use of public utilities, the same being, without limiting 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 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 Plat and Bill of Assurance for record in the Office of the Circuit Clerk and Recorder of Pulaski County, Arkansas shall be valid and complete delivery and dedication of the streets and easements shown on said plat and the streets in said ST. CHARLES shall be known by the names designated on said plat. Said land herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants which, subject to being amended or cancelled as hereinafter provided, shall be and remain in full force and effect until January 1, 2015, to-wit:

1. RESTRICTED PROPERTY. Property subject to previous declaration and pursuant to Article II, Section 2 of the Declaration

of Covenants and Restrictions establishing ST. CHARLES Community Association, Inc. filed on October 24, 1977 as Instrument Number 77-03402, as amended, (referred to herein as the "Original Declaration") the lots described herein are hereby subjected to and made a part of the Restricted Property as described in the Original Declaration. The Original Declaration does hereby apply to Lots 601 through 609, 630 through 645, and Lots 658 through 663, ST. CHARLES, an addition to the City of Little Rock, Pulaski County, Arkansas, and such lots shall be additional Restricted Property pursuant to the terms of the Original Declaration.

2. LAND USE AND BUILDING TYPE. Said land herein platted as lots shall be held, owned and used only for residential building sites. No structure shall be erected, altered, placed or permitted to remain on such residential building sites other than a detached single family dwelling, a private garage for storage of passenger cars owned or used by residents, guest house, and servant's quarters. No such residential building site shall be used for commercial purposes. Such restrictions shall not prohibit the temporary maintenance of model homes for promotional purposes and sales offices by Grantor or other professional builders.

3. ARCHITECTURAL CONTROL. No structure shall be erected, placed or altered on any property in ST. CHARLES until the building plans, specifications and plot plan showing the location and facing of such building with respect to existing topography, adjoining streets and finished ground elevations have been submitted to and approved in writing by the Grantor. In the event Grantor shall fail to approve or disapprove or request additional information regarding the plans, specifications or plot plan submitted to it as herein required within thirty (30) days after such submission, this covenant shall be deemed to have been fully met by the person submitting such plans for approval. Enclosed garages shall be required; however, the Grantor may, in its sole discretion, approve or disapprove an open carport if it is located behind the residence it serves and if the open carport is not visible from the streets adjoining the residence. Nothing herein contained nor the required consent of the Grantor shall in any way be deemed to prevent any of the owners of property in ST. CHARLES from maintaining any legal

action relating to improvements within ST. CHARLES which they would otherwise be entitled to maintain. There shall be no compensation to Grantor for the services to be performed pursuant to this provision.

4. 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 Grantor and the approval in writing of the City of Little Rock.

5. DELEGATION OF AUTHORITY. The Grantor shall have the right, by a written instrument recorded in the Office of the Circuit Clerk and Recorder for Pulaski County, Arkansas, to delegate, convey and transfer to the St. Charles Community Association, Inc., a non-profit corporation, and its successors, all authority, rights, privileges and duties reserved by the Grantor in this Bill of Assurance, including but not limited to architectural control, modification of setback requirements and consent to construction of outbuildings.

6. LOT AREA AND WIDTH. No residence shall be erected, altered or permitted to remain on any lot platted hereby as ST. CHARLES if the area of the lot is less than 6,000 square feet or if the width thereof at the front building line is less than 60 feet. No lot shall be subdivided without written consent of the Grantor and the Little Rock Planning Commission first had and obtained.

7. MINIMUM PRINCIPAL DWELLING SIZE. No principal residential structure shall be constructed or permitted to remain on any lot platted hereby as ST. CHARLES unless the main floor area thereof, exclusive of porches, patios, carports, garages and breezeways shall be at least 2,000 square feet. The term "main floor" as used in this paragraph shall include living, dining and sleeping areas, which areas may be on different levels.

8. HEIGHT OF OTHER STRUCTURES. No structure of any kind, including but not limited to any radio or television antenna or tower, shall be built or permitted to remain upon the lot if the height of such structure is more than six feet higher than the ridge line of the residence upon such lot.

9. BUILDING LOCATION. No building, fence or wall shall be constructed on any lot nearer to the street than the building line

shown on said plat. No residential structure shall be located nearer than six (6) feet to an interior lot line or ten percent of the average width of the single family lot, whichever is greater; provided, however, such side yard need not exceed eight (8) feet in width. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the dwelling. No residential structure shall be nearer than twenty-five (25) feet to the rear lot line.

297

10. TEMPORARY STRUCTURES. No trailer, tent, shack, garage, garage apartment, hutment, barn, structure of a temporary character, or outbuilding of any kind on said land shall at any time be used or occupied as a residence, temporarily or permanently.

11. NOXIOUS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

12. SIGNS. Except for subdivision identification signs, no billboard, poster, or sign shall be placed or permitted to remain on any portion of said property, provided, however, one sign only per lot not exceeding five (5) square feet in area may be displayed advertising the property for sale or rent, and signs used by the Grantor or a builder may be displayed to advertise the property during the construction and sales period.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway 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 twenty-five (25) feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. FENCES. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum front building setback line established herein or from the side yard building line to the street on corner lots. Chain link or similar fences are strictly prohibited and shall not be used under any circumstances; provided, further that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape the front yard. The design, construction and materials of any fence or wall must be submitted to and approved by the Grantor in the same manner as provided in Paragraph 3 hereinabove for Architectural Control.

15. PUBLIC UTILITIES. All dwellings and other structures erected upon any lot as a residential dwelling shall be served by all public utilities, including public sewer.

16. EASEMENTS. No building, trees, fences, incinerators, paved driveways or any other permanent structure or improvement of any kind, whether herein specifically enumerated or not, shall be built or maintained within the area of any of the easements shown on the plat which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels; and, in the event any such obstruction is placed thereon in violation of this restriction and reservation, no public authority will be liable for destruction of same in maintaining or repairing its lines located within the area of said easement.

Easements, including drainage channels, shall be mowed and generally maintained by the owner of the lot over which the easement or drainage channel is platted except for improvements installed in those easements for which a public authority or utility is responsible.

17. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised or kept, except that fully domesticated dogs, cats or other fully domesticated household pets may be kept.

18. DRIVEWAYS. No concrete, asphalt or other obstruction shall be placed in the street gutters. Curbs may be broken at driveways and driveway grades lowered to meet the gutter flow line or not more than two (2) inches above said flow line.

19. PROPERTY LINES AND BOUNDARIES. Iron pins have been set on all lot corners and points of curve, and all curve data as shown on the attached plat is centerline curve data. In the event of minor discrepancies between the dimensions or distances as shown on the attached plat and the actual dimensions or distances as disclosed by the established pins, the original pins as set shall control.

20. SATELLITE RECEIVER DISH. No satellite receiver dish ("dish") shall be erected, placed or maintained on any lot between the front building setback line and the street or the side building line and the street on corner lots or within ten (10) feet of any property line. No dish shall be mounted on any building or exceed an overall height of ten (10) feet. Only one dish will be permitted on any one lot and each dish shall be neutral in color, have no advertising on any surface and shall be screened from adjoining properties by an opaque wall, fence, hedge or berm. These restrictions shall be cumulative and in addition to any municipal or governmental restrictions and requirements.

21. BOATS, CAMPERS AND TRAILERS. No motorboat, houseboat, canoe, sailboat, or other similar waterborne vehicle, no camper, trailer or recreational vehicle and no inoperative or disassembled vehicles of any kind shall be maintained, abandoned, stored or permitted to remain in the street right-of-way or in the area between the street and the building set-back line, or in the side yard area.

22. SIGN EASEMENTS. Sign easements are hereby reserved on portions of Lots 601 and 639, shown on the attached plat as shaded area and labeled "Sign Easement". These easements permit the construction, maintenance and upkeep of permanent subdivision identification signs and are reserved for the use and benefit of Grantor for as long as Grantor holds title to any land or lots in ST. CHARLES or in contiguous lands subsequently platted as ST CHARLES. Grantor may assign these easements to any organization representing owners of lots in ST. CHARLES at any time during the period Grantor holds title to any land or lots in ST. CHARLES. If no assignment takes place during such period, these easements shall cease to exist.

23. RESTRICTED ACCESS EASEMENT. A ten (10) foot wide easement

is reserved along the east property lines of Lots 636, 637, 638 and 639 abutting Loyola Drive for the purpose of restricting all vehicular access to and from said lots to Loyola Drive. No driveway shall be built or maintained within the area of said easement. The owners of lots subject to said restricted access easement shall be responsible for maintaining the area within said easement and may perform any act thereon, including the erection of fences, shrubbery, trees or plantings, not inconsistent with the rights reserved to the Grantor.

24. ENFORCEMENT. In the event of any attempt to violate any of the covenants or restrictions herein contained before the expiration date hereof, it shall be lawful for any person or persons owning a lot or lots in ST. CHARLES to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages in any court of law for such violation.

25. AMENDMENT. These covenants and restrictions may be cancelled or amended if an instrument signed by the owners of at least seventy percent (70%) of the said area covered by this plat is placed of record agreeing to change the covenants and restrictions in whole or in part, and the provisions of this instrument so executed shall be binding from the date it is duly filed for record in the Office of the Circuit Clerk and Recorder for Pulaski County, Arkansas; provided that if the Grantor owns any property within the area covered by this plat, the Grantor's approval to cancel or amend these covenants and restrictions must be first obtained. Grantor shall have independent right to amend these covenants and restrictions at any time during the development and construction of improvements on the property covered by this plat, or while Grantor continues to own any property covered by this Plat and Bill of Assurance, Grantor shall have the right to amend these covenants and restrictions; provided, however, that any such amendment by the Grantor shall require the prior approval of the Little Rock Planning Commission. Any such instrument shall be effective and binding when it is filed for record in the Office of the Circuit Clerk and Recorder for Pulaski County, Arkansas. The right to so amend,

modify, extend, change and/or cancel as aforesaid shall exist at all times prior to January 1, 2015 and shall also exist at all times during each and every successive period extending the covenants, restrictions, requirements and provisions of this Bill of Assurance.

26. SEVERABILITY. The invalidation of any one of these covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect.

The considerations set forth in items one through twenty-six are hereby approved by the City of Little Rock Planning Commission. Any additional requirements, restrictions or statements are entered without review or action by the Planning Commission, and shall not be considered part of the Little Rock Planning Commission's requirements for plat approval.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed this 26th day of October, 1990.

WINROCK DEVELOPMENT COMPANY

By: *Donald Payne*
President

By: *Norman E. Hoggerd*
Secretary

LITTLE ROCK PLANNING
COMMISSION APPROVED
[Signature]
October 26, 1990

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said county and state, appeared in person the within named Ronald C. Tyne and Norman E. Hoggard, to me personally well known, who stated that they were the President and Secretary, respectively, of Winrock Development Company, an Arkansas corporation, and were duly authorized in their respective capacities to execute the foregoing Bill of Assurance 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 consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 26th day of October, 1990.

Joyce Sue White
Notary Public

My commission expires:
2/1/00