

94-36327

PLAT AND BILL OF ASSURANCE
ST. CHARLES

LOTS 710 THROUGH 717,
LOTS 752 THROUGH 778, AND
TRACT "O"

8-41

FILED AND RECORDED

94 MAY 13 PM 3:51

J. Helen [unclear]
BY JACQUETTA ALEXANDER
CLERK OF CIRCUIT CLERK
AND RECORDER

**LOTS 710-717
752-778
Tract O**

WINROCK DEVELOPMENT COMPANY

TO

THE PUBLIC

WHEREAS, Winrock Development Company, hereinafter called

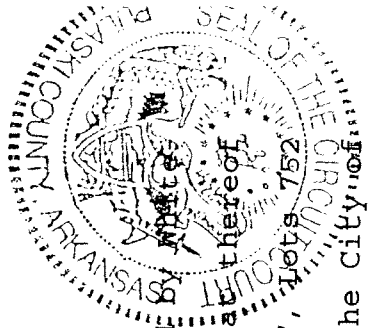
"Grantor", is the owner of the following described lands, to-wit:

Blocks 25 & 26 and part of Blocks 22, 23, 24, 27, 38, 39 & 40, Neimeyer Grove, an Addition to the City of Little Rock, Arkansas, including adjacent street and alley rights-of-way, being all in the SE1/4, Section 31, T-2-N, R-13-W, Pulaski County, Arkansas, more particularly described as: Beginning at the Northwest corner of Lot 709, St. Charles, an Addition to the City of Little Rock, Arkansas, said corner lying on the West line of the SE 1/4, Section 31, T-2-N, R-13-W, Pulaski County, Arkansas; thence N2°15'30"E along said West line, 720.00 ft.; thence S87°44'44"E, 170.12 ft.; thence S2°19'18"W, 22.37 ft.; thence S87°07'45"E, 192.61 ft.; thence S77°37'50"E, 106.66 ft.; thence S71°32'05"E, 189.78 ft.; thence S77°07'18"E, 106.31 ft.; thence N79°40'19"E, 58.10 ft. to a point on the Westerly line of Lot 328, said St. Charles Addition; thence Southerly and Westerly along the boundary of said St. Charles Addition the following bearings and distances: S9°33'23"E, 414.53 ft.; S31°33'16"W, 69.81 ft.; S56°40'25"W, 232.94 ft.; S44°18'28"W, 54.00 ft.; N83°53'05"W, 266.92 ft. and N87°44'16"W, 199.89 ft. to the Northwest corner of Lot 779, said St. Charles Addition; thence N2°14'06"E, 7.42 ft.; thence N87°45'17"W along the Easterly extension of the North line of Lot 709, said St. Charles Addition and along said North line, 170.03 ft. to the point of beginning, containing 12.9785 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 protective covenants herein contained, Now Therefore,

WITNESSTHAT:

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 710 through 717, Lots 752 through 778; and Tract "O"; **ST. CHARLES**, an Addition to the City



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

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 the storage of passenger cars owned or used by residents, guest house, servant's quarters and other outbuildings clearly incidental and related to residential use of the premises. No such 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. That portion of said property platted hereby and designated as Tract "O" shall be used as open space for recreational purposes, for drainage and utility maintenance and installation, and for other related purposes; provided, however, that 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 use or may assign the right to use this tract for the same purposes stipulated herein 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, Grantor shall cause to be prepared the necessary instruments to dedicate said tract to the City of Little Rock for the uses described in this paragraph.

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

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 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 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 sixty (60) feet. No lot shall be subdivided without written consent of the Grantor and of 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 structure on the lot, shall be constructed

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 (10%) 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. Except on corner lots, no residential structure shall be nearer than twenty-five (25) feet to the rear lot line unless otherwise indicated on the plat. Residential structure on corner lots must meet the rear setback requirements of the City of Little Rock.

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 part 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

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 other 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 material 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 and no alteration including grading, filling, excavation or other site work may be done 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. NATURAL BUFFER STRIP. There shall be designated a natural

buffer strip (referred to as the "Natural Buffer Strip")

from the Natural Buffer Strip and no building, fence, driveway, retaining wall, or other improvement or structure of any kind shall be built, located, maintained or allowed to remain within the Natural Buffer Strip. Fencing which abuts the Natural Buffer Strip shall be limited to a picket style fence with a height of three and one-half feet (3½') with no less than two inches (2") of open space between pickets. No privacy fencing of any kind shall be permitted along the edge of the Natural Buffer Strip. All fencing, wherever located, shall be submitted to the Grantor for consideration in accordance with Paragraph 3 and Paragraph 14 hereinabove. There shall be no grading, leveling, ditching, excavation, or other disturbance of the natural contour of the ground within the Natural Buffer Strip. Owners of lots containing any part of the Natural Buffer Strip shall allow the Natural Buffer Strip to remain in its original natural condition. It is expressly provided, however, that facilities and easements required for the installation and maintenance of utilities shall not be affected by the restrictions in the paragraph.

18. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised or kept except that dogs, cats or other fully domesticated pets may be kept, provided that they are not kept or maintained for any commercial purposes.

19. 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 (2) two inches above said flow line.

20. 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.

21. 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

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.

22. 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.

23. 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 for so doing or to recover damages in any court of law for such violation.

24. 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

at all times during each and every successive period extending the covenants, restrictions, requirements and provisions of this Bill of Assurance.

25. 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-five 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 13th day of May, 1994.

WINROCK DEVELOPMENT COMPANY

By: *Carroll Agnew*
President

By: *Ray Catlett*
Secretary

LITTLE ROCK PLANNING
COMMISSION APPROVED

Boys S. S.
5/13/94