



2020020425

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In Official Records of Terri Hollingsworth Circuit/County Clerk

PULASKI CO. AR FEE \$40.00

PLAT AND BILL OF ASSURANCE

LOTS 14 THROUGH 18, BLOCK 14; LOTS 7 THROUGH 16, BLOCK 15; LOTS 1 THROUGH 6, BLOCK 16, CREEKSIDE ADDITION AND DEDICATION OF PORTIONS OF RAPID WATER DRIVE, LITTLE RIDGE COURT, CLIFFSIDE DRIVE, AND GREENBELT, AS SHOWN ON THE PLAT ATTACHED HERETO, ALL IN THE CITY OF SHERWOOD, AND IN THE NE1/4 NE1/4 AND THE NW1/4 NE1/4, SECTION 32, TOWNSHIP 3 NORTH, RANGE 11 WEST, PULASKI COUNTY, ARKANSAS.

METROPOLITAN REALTY & DEVELOPMENT, LLC

TO

THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS:

PLAT # 2020020426

That Metropolitan Realty & Development, LLC, an Arkansas limited liability company, hereinafter called "Grantor," owns the following described lands lying in Pulaski County, Arkansas, to-wit: That part of the unplatted part of the LOTS 14 THROUGH 18, BLOCK 14; LOTS 7 THROUGH 16, BLOCK 15; LOTS 1 THROUGH 6, BLOCK 16, CREEKSIDE ADDITION AND DEDICATION OF PORTIONS OF RAPID WATER DRIVE, LITTLE RIDGE COURT, CLIFFSIDE DRIVE, AND GREENBELT, AS SHOWN ON THE PLAT ATTACHED HERETO, ALL IN THE CITY OF SHERWOOD, AND IN THE NE1/4 NE1/4 AND THE NW1/4 NE1/4, SECTION 32, TOWNSHIP 3 NORTH, RANGE 11 WEST, PULASKI COUNTY, ARKANSAS, dedicated hereinafter as shown on said attached plat.

The Grantor hereby plats same as LOTS 14 THROUGH 18, BLOCK 14; LOTS 7 THROUGH 16, BLOCK 15; LOTS 1 THROUGH 6, BLOCK 16, CREEKSIDE ADDITION AND DEDICATION OF PORTIONS OF RAPID WATER DRIVE, LITTLE RIDGE COURT, CLIFFSIDE DRIVE, AND GREENBELT, AS SHOWN ON THE PLAT ATTACHED HERETO, ALL IN THE CITY OF SHERWOOD, AND IN THE NE1/4 NE1/4 AND THE NW1/4 NE1/4, SECTION 32, TOWNSHIP 3 NORTH, RANGE 11 WEST, PULASKI COUNTY, ARKANSAS; and henceforth description and conveyance by such designation or part thereof as shown and represented on said attached plat shall be a proper and sufficient description thereof, and hereby dedicates to public use as streets and thoroughfares PORTIONS OF RAPID WATER DRIVE, LITTLE RIDGE COURT, CLIFFSIDE DRIVE AND GREENBELT by which names the same shall be known hereafter, as shown on said attached plat, said portions of said streets dedicated hereinbefore being represented on said attached plat as shaded areas and the width and location thereof shall be shown and represented on said attached plat.

Permanent easements for laying and maintaining sewer pipes and mains, for drainage and for the installation and maintenance of utilities are created, excepted and reserved over, across and through said land, as shown on the attached plat.

Said land herein platted and any interest therein shall be held and owned subject to and in conformity with the declarations and covenants set forth in this instrument, subject to being amended or canceled as provided hereinafter, and shall be or remain in full force and effect until January 1, 2050.

1. Declaration of Intent. (a) The Grantor hereby certifies and declares that there is hereby established a general plan for the development, improvement, and protection of the real property embraced, and to be embraced, within that certain subdivision known as CREEKSIDE ADDITION TO THE CITY OF SHERWOOD, PULASKI COUNTY, ARKANSAS.

(b) The following covenants are imposed pursuant to a general plan for the benefit of all of CREEKSIDE ADDITION TO THE CITY OF SHERWOOD, PULASKI COUNTY, ARKANSAS and each and every lot therein. They are designed for the mutual benefit of lots in CREEKSIDE ADDITION TO THE CITY OF SHERWOOD, PULASKI COUNTY, ARKANSAS and shall pertain to and pass to each lot therein, and shall bind all persons together with their respective successors in interest, who may at any time, and from time to time, own said property.

2. Construction Requirements. (a) No residence placed upon any lot shall contain less than 1,800 square feet of heated and cooled floor space.

(b) All residences shall be constructed of good materials and with a high quality of workmanship.

(c) Driveways shall be a minimum of 18 feet wide and must be full concrete slabs.

(d) Each residence shall have attached thereto a two-car (minimum) garage which will conform in design and construction with the residence. Each residence may have one utility building for storage, which building shall not exceed 250 square feet of floor space. Such utility building must also conform in construction and design with the residence (no portable outbuildings).

(e) The predominant roof pitch of all residences constructed shall be a minimum 8/12 pitch, and architectural grade dimensional or textured shingles shall be the minimum standard for roof finishes.

(f) Exterior siding of brick, stone or stucco covering a minimum of 75% of the exterior surface area of homes shall be required. Exposed concrete block foundations or retaining walls, simulated brick, and unnatural brick tones shall not be permitted. Metal and steel siding is prohibited.

(g) Fencing, such as perimeter fencing, including fencing along the rear boundary line and along the common boundary line between lots, must be constructed of natural wood of standard size planks, unpainted, with the finished side facing out, and shall be six feet (6') in height. All fence posts shall be located on the inside perimeter of the fence. Chain link and other wire fencing is specifically prohibited on any lot.

(h) It is the purpose and intent of this covenant that, in order to assure all home owners the safeguard of a reasonable degree of neighborhood conformity and harmony, the quality, design, and location of all residences be regulated as provided herein.

3. Land Use and Building Type. (a) The land herein platted shall be restricted to detached single-family residences. Boarding houses, tenements, apartment houses, trailer parks, tourist courts, motels, hotels, eating houses, clubs, restaurants, stores, beauty shops, barber shops, commercial servicing and repairing of every kind, other similar activities and each of them are prohibited and shall not be carried on or permitted on any part of the Land. The designation of such specific activities prohibited shall not limit what is prohibited on the land but this Bill of Assurance shall be construed to prohibit on the land each and every business, trade, activity, or undertaking not in keeping with the general plan to develop the land for residential occupancy.

(b) 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 thereon which may be or become an annoyance or nuisance to any owner or occupant of a lot in CREEKSIDE ADDITION TO THE CITY OF SHERWOOD, PULASKI COUNTY, ARKANSAS.

4. Temporary Structures. (a) No structures other than as hereinbefore set forth may be placed upon any lot. No freestanding sheds or structures of a temporary character, including, but not limited to, a trailer, tent, shack, barn, or outbuilding of any kind shall be allowed on any lot. Such structures shall not be used as permanent or temporary residences or as permanent or temporary places of business.

(b) No building or structure shall be moved onto any lot within CREEKSIDE ADDITION TO THE CITY OF SHERWOOD, PULASKI COUNTY, ARKANSAS from any land outside of CREEKSIDE ADDITION TO THE CITY OF SHERWOOD, PULASKI COUNTY, ARKANSAS for any purpose without prior written approval of the Grantor, its successors or assigns.

(c) Notwithstanding anything to the contrary contained in this Paragraph 4, the Grantor shall have the right to place and maintain, from time-to-time on any lot, a temporary sales office to be used only by the Grantor, its agents and employees.

5. 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 recorded Plat.

6. Sight Distance at Intersections. No wall, fence, hedge or shrub planting which obstructs sight lines at elevations of between two and six 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 or the line connecting them with points 25 feet from the intersection of the street property 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 to any lot in the area within 10 feet of the intersection of a street property line with the edge of the driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

7. Signs or Unsightly Objects. (a) No billboard, poster, sign, or object of unsightly nature shall be placed or permitted to remain on any part of the land, except a professional name plate not exceeding one square foot in area.

(b) A builder or owner may display one sign per lot, during the period of building, selling, or renting a lot in CREEKSIDE ADDITION TO THE CITY OF SHERWOOD, PULASKI COUNTY, ARKANSAS, provided such sign does not exceed four (4) square feet in area.

(c) No materials, supplies, goods, or equipment, including dish-type antennae in excess of 18 inches for receiving television or radio signals, shall be stored, maintained or installed on any area of the land except on the rear of the residence, 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.

Any and all of the covenants set forth in this instrument may be amended, modified, extended, changed or canceled in whole or in part from time-to-time by written instrument signed and acknowledged by the owner or owners of over 50% of the lots of the following described lands, to-wit:

A TRACT OF LAND LYING IN THE NE1/4 NE1/4 AND THE NW1/4 NE1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 11 WEST, PULASKI COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF LOT 6 BLOCK 15 CREEKSIDE ADDITION;
THENCE S 80° 52' 15" E FOR 49.63 FEET;
THENCE N 69° 59' 31" E FOR 132.08 FEET;
THENCE S 72° 20' 06" E FOR 169.56 FEET;

THENCE S 88° 00' 01" E FOR 412.85 FEET;
 THENCE S 01° 59' 59" W FOR 80.00 FEET;
 THENCE S 88° 00' 01" E FOR 130.00 FEET;
 THENCE N 01° 59' 59" E FOR 80.00 FEET;
 THENCE S 88° 00' 01" E FOR 50.00 FEET;
 THENCE S 01° 59' 59" W FOR 150.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
 THENCE ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG
 CHORD BEARS S 43° 00' 01" E FOR 35.36 FEET;
 THENCE S 88° 00' 01" E FOR 172.13 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
 THENCE ALONG SAID CURVE HAVING A RADIUS OF 195.31 FEET, AND WHOSE LONG
 CHORD BEARS N 62° 59' 39" E FOR 189.41 FEET;
 THENCE N 33° 59' 19" E FOR 474.50 FEET TO THE BEGINNING OF A CURVE
 TO THE LEFT;
 THENCE ALONG SAID CURVE HAVING A RADIUS OF 396.30 FEET, AND WHOSE LONG
 CHORD BEARS N 27° 13' 14" E FOR 93.41 FEET;
 THENCE N 15° 02' 22" E FOR 106.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL
 CURVE TO THE RIGHT;
 THENCE ALONG SAID CURVE HAVING A RADIUS OF 302.58 FEET, AND WHOSE LONG
 CHORD BEARS N 30° 19' 43" E FOR 103.80 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY
 LINE OF BROCKINGTON ROAD;
 THENCE S 48° 21' 53" E ALONG SAID RIGHT OF WAY LINE FOR 65.60 FEET;
 THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N 86° 38' 58" E FOR 6.11 FEET TO A
 POINT ON A NON-TANGENTIAL CURVE TO THE LEFT;
 THENCE ALONG SAID CURVE HAVING A RADIUS OF 232.58 FEET AND WHOSE LONG
 CHORD BEARS S 30° 38' 45" W FOR 82.32 FEET;
 THENCE S 25° 51' 54" W FOR 106.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL
 CURVE TO THE RIGHT;
 THENCE ALONG SAID CURVE HAVING A RADIUS OF 446.30 FEET AND WHOSE LONG
 CHORD BEARS S 27° 13' 14" W FOR 105.20 FEET;
 THENCE S 33° 59' 19" W FOR 474.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
 THENCE ALONG SAID CURVE HAVING A RADIUS OF 245.31 FEET AND WHOSE LONG
 CHORD BEARS S 62° 59' 39" W FOR 237.90 FEET;
 THENCE N 88° 00' 01" W FOR 213.99 FEET;
 THENCE S 01° 59' 59" W FOR 124.71 FEET TO A POINT ON THE NORTH LINE OF THE S1/2 OF
 THE NE1/4 OF SAID SECTION 32;
 THENCE N 88° 00' 59" W ALONG SAID NORTH LINE FOR 987.59 FEET TO THE EXTENSION
 OF THE EAST LOT LINE OF LOT 13, BLOCK 14 CREEKSIDE ADDITION;
 THENCE N 09° 07' 45" E ALONG THE EAST LINE OF SAID LOT 13 AND IT EXTENSION FOR
 184.22 FEET;
 THENCE S 80° 52' 15" E FOR 32.30 FEET;
 THENCE N 09° 07' 45" E FOR 175.00 FEET TO THE POINT OF BEGINNING;
 CONTAINING 394,599 SQ. FT. OR 9.059 ACRES, MORE OR LESS.

The right to amend, modify, extend, change and/or cancel shall exist at all times before January 1, 2050,
 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 Pulaski 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, 2050, unless and until amended or canceled as authorized hereinbefore. Then such automatic extensions for successive periods of ten (10) years shall apply to this instrument as so changed.

The covenants herein contained, or as hereinafter amended, shall be for the benefit of each and every tract or parcel of land within the limits of the CREEKSIDE ADDITION TO THE CITY OF SHERWOOD, PULASKI COUNTY, ARKANSAS. The owner of any such lot shall have the right, at law or in equity, to enforce such covenants, and each of them, and to enjoin any violation thereof, and any owner specially damaged by such violation may, in addition to all other remedies, recover compensation or damages for such violation.

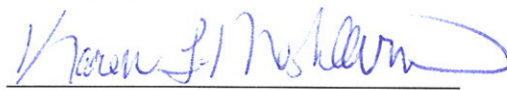
Invalidation of any restriction set forth herein or any part thereof by an order, judgment, or decree of any Court or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein but they shall remain in full force and effect. Each and all of the restrictions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

EXECUTED this the 16th day of March, 2020.

METROPOLITAN REALTY & DEVELOPMENT, LLC

BY: 
Michael E. Friedrichsmeyer, President

ATTEST:


Karen L. Mashburn, Secretary

ACKNOWLEDGMENT

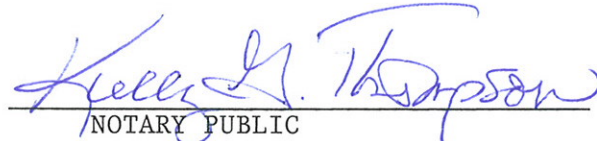
STATE OF ARKANSAS)

)ss.

COUNTY OF PULASKI)

On this date before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Michael E. Friedrichsmeyer and Karen L. Mashburn, to me personally well known, who stated that they were the President and Secretary of METROPOLITAN REALTY & DEVELOPMENT, LLC, an Arkansas limited liability company, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that they had 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 16th day of October, 2020.



NOTARY PUBLIC

My Commission Expires: 6/18/21

