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## PLAT AND BILL OF ASSURANCE

LOTS 1 THROUGH 30; AND LOT 44; AND LOT 62, STONERIDGE SUBDIVISION, PHASE I, TO THE CITY OF JACKSONVILLE, PULASKI COUNTY, ARKANSAS; AND DEDICATION OF PORTIONS OF MARBLE DRIVE; PORTIONS OF FLAGSTONE STREET; PORTIONS OF LIMESTONE ROAD; AND A DEDICATED UTILITY EASEMENT AS SHOWN ON THE PLAT ATTACHED HERETO, ALL IN THE CITY OF JACKSONVILLE, AND IN THE SE1/4, SECTION 22, TOWNSHIP 3 NORTH, RANGE 11 WEST, PULASKI COUNTY, ARKANSAS.

METROPOLITAN REALTY & DEVELOPMENT, LLC TO THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS:

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 SE1/4, Section 22, Township 3 North, Range 11 West, being a part of lands in (and hereafter included in) STONERIDGE SUBDIVISION, PHASE I, TO THE CITY OF JACKSONVILLE, PULASKI COUNTY, ARKANSAS; shown on the plat attached hereto and made a part hereof as Lots 1 through 30; and Lot 44; and Lot 62, STONERIDGE SUBDIVISION, PHASE I, TO THE CITY OF JACKSONVILLE, PULASKI COUNTY, ARKANSAS; and portions of Marble Drive; portions of Flagstone Street; portions of Limestone Road; and a dedicated utility easement, dedicated hereinafter as shown on said attached plat; and the Grantor hereby plats same as Lots 1 through 30; and Lot 44; and Lot 62, STONERIDGE SUBDIVISION, PHASE I, TO THE CITY OF JACKSONVILLE, 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 Marble Drive; portions of Flagstone Street; portions of Limestone Road; and a dedicated utility easement, 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 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, 2036.

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 STONERIDGE SUBDIVISION, PHASE I, TO THE CITY OF JACKSONVILLE, PULASKI COUNTY, ARKANSAS.

(b) The following covenants are imposed pursuant to a general plan for the benefit of all of STONERIDGE SUBDIVISION, PHASE I, TO THE CITY OF JACKSONVILLE, PULASKI COUNTY, ARKANSAS and each and every lot therein. They are designed for the mutual benefit of lots in STONERIDGE SUBDIVISION, PHASE I, TO THE CITY OF JACKSONVILLE, 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 1,400 square feet of heated and cooled floor space.

(b) All residences shall be constructed of good materials and with a high quality of workmanship. All exterior walls facing a front or side street shall consist of 100% brick, stone or stucco.

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

(d) The predominant roof pitch of all residences constructed shall be a minimum 8/12 pitch.

(e) Fencing, such as perimeter fencing and fencing along the common boundary line between lots and/or lots and park areas, must be constructed of natural wood of standard size planks, unpainted, with the finished side facing out (fence posts on the inside) with a height not to exceed six (6) feet. Chain link and other wire fencing is specifically prohibited on any lot.

(f) Each residence shall have attached thereto a two-car garage which will conform in design and construction with the residence except where unusual lot configuration makes a garage impractical to install. 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, and shall not be a structure of a temporary nature.

(g) 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 STONERIDGE SUBDIVISION, PHASE I, TO THE CITY OF JACKSONVILLE, 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, utility trailer of any kind, 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 places of business.

(b) No building or structure shall be moved onto any lot within STONERIDGE SUBDIVISION, PHASE I, TO THE CITY OF JACKSONVILLE, PULASKI COUNTY, ARKANSAS from any land outside of STONERIDGE SUBDIVISION, PHASE I, TO THE CITY OF JACKSONVILLE, 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 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 STONERIDGE SUBDIVISION, PHASE I, TO THE CITY OF JACKSONVILLE, 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% in area of the following described lands, to-wit:

PART OF THE SE1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 11  
WEST, JACKSONVILLE, PULASKI COUNTY, ARKANSAS, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE MONUMENT FOR THE NE CORNER NE1/4, SE 1/4, SECTION 22, TOWNSHIP 3 NORTH, RANGE 11 WEST, THENCE S00°57'13"W, 1260.90 FEET ALONG THE WEST BOUNDARY LINE OF PENNPOINTE SUBDIVISION, PHASE II; THENCE N89°26'31"W, 255.01 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET THENCE LEAVING SAID RIGHT-OF-WAY LINE N00°57'13"E, 120.00 FEET; THENCE N34°10'06"W, 60.84 FEET; THENCE N00°57'13"E, 940.02 FEET; THENCE N35°46'11"E, 61.30 FEET; THENCE N00°57'13"E, 104.48 FEET; THENCE S88°36'40"E, 255.01 FEET TO THE POINT OF BEGINNING, CONTAINING 8.19 ACRES, MORE OR LESS.

The right to amend, modify, extend, change and/or cancel shall exist at all times before January 1, 2036, 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, 2036, 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 STONERIDGE SUBDIVISION, PHASE I, TO THE CITY OF JACKSONVILLE, 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 October, 2006.

METROPOLITAN REALTY & DEVELOPMENT, LLC

BY: Terry A. Paff  
Terry A. Paff, President

ATTEST:  
Karen L. Mashburn  
Karen L. Mashburn, Secretary

