



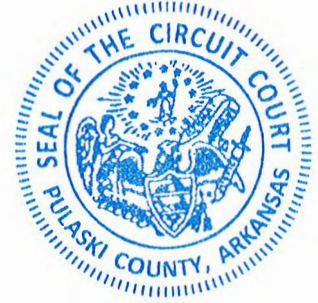
2022007549

PRESENTED: 01-28-2022 02:49:07 PM RECORDED: 01-28-2022 03:00:53 PM

In Official Records of Terri Hollingsworth Circuit/County Clerk

PULASKI CO, AR FEE \$60.00

PLAT# 2022007550



**BILL OF ASSURANCE
FOR
STONEBROOK
An Addition to Pulaski County, Arkansas**

Mojuva, LLC hereinafter called Developer, is the owner of the following property:

Lands lying in the Southwest Quarter of the Southwest Quarter of Section 16 and the North Half of the Northwest Quarter of Section 21, Township 3 North, Range 13 West, Pulaski County, Arkansas more particularly described as follows:

Beginning at the Southeast Corner of the said Southwest Quarter of the Southwest Quarter South 89 degrees 02 minutes 38 seconds East 223.69 feet; thence South 00 degrees 36 minutes 37 seconds West 487.34 feet to a point on the North right-of-way of Arkansas Highway 365; thence along said North right-of-way North 85 degrees 52 minutes 07 seconds West 659.21 feet; thence leaving said right-of-way North 00 degrees 25 minutes 14 seconds East 442.91 feet; thence North 88 degrees 53 minutes 42 seconds West 194.19 feet; thence North 32 degrees 28 minutes 30 seconds West 560.49 feet; thence North 00 degrees 12 minutes 41 seconds East 111.19 feet; thence North 49 degrees 12 minutes 49 seconds East 326.11 feet; thence South 88 degrees 50 minutes 48 seconds East 556.82 feet; thence South 76 degrees 13 minutes 20 seconds East 129.83 feet; thence South 00 degrees 03 minutes 23 seconds East 758.03 feet to the point of beginning containing 21.734 acres more or less.

WHEREAS, it is deemed desirable that all of the above described property be subdivided into building lots, common areas, tracks, and streets as shown on the Plat filed in conjunction with the Bill of Assurance; and,

There are shown on said plat certain easements, including easements for drainage and utilities. Developer hereby dedicates such utility easements to and for the use of Public Utilities, the same being, that limiting the generality of the forgoing, electrical power, cable television, 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 thereon for the installation, maintenance, repair and replacement of such utility services. Any and all other easements and reservations shown on the plat, such as easements and reservations for streets, entries, gated entries, entry facilities, signs, landscaping,

ingress and egress, fencing, and the like, are also hereby by dedicated and donated to and for the use of the Developer, the Improvement District, and its property owners.

The filing of the Plat and Bill of Assurance for record in the Office of the Circuit Clerk and Recorder of Pulaski Cuntty, Arkansas, shall be valid and complete upon delivery and dedication of the easements shown on the said Plat. The following covenants and restrictions shall apply, subject to being amended or cancelled as hereinafter provided.

ARTICLE I

1. **Land Use and Building Type.** Said land herein platted shall be held, owned and used only as residential building sites, except as otherwise shown on Final Plat. No structures shall be erected, altered, placed or permitted to remain on any residential building site other than a single, detached, single-family dwelling which shall not exceed two and one-half (2 1/2) stories in height when seen from the front or principal street façade, a private garage for storage of passenger vehicles owned or used by residents, guesthouse, pool house, or other residential 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 Developer or other professional builders with approval of the Developer, or the platting of tracts for other lawful purposes by Developer. No storage building or other similar structure shall be erected unless specifically approved by the Developer and the Architectural Control Committee.

2. **Architectural Control.** No construction or clearing shall be undertaken on any lot in Stonebrook unless and until all plans, elevations, materials for such construction, plot plan, and landscaping plan shall be first submitted to the Architectural Control Committee (ACC) for consideration and the ACC has approved such plans, elevations, and materials. The process of submission and approval shall be undertaken in accordance with the Declarations of Covenants and Restrictions and the Architectural Control Guidelines in effect from time to time. The ACC may, in its sole discretion, disapprove of any submissions, make suggested revisions for resubmittal, or take other actions in an effort to develop Stonebrook as a high quality and cohesive community.

3. **Minimum Principal Dwelling Size and Setbacks.** No principal residential structure shall be constructed or permitted to remain on any of the lots platted hereby unless the main floor area thereof, exclusive of porches, patios, carports, garages and breezeways shall be at least 2,500 square feet for a single-level home and 2,800 square feet for a multi-story home except lots that are less than 0.25 acre shall be at least 2,100 square feet for a single-level home and 2,500 square feet for a multi-story home.

4. **Lot Area and Width.** All lots shall be maintained in keeping with their dimensions, as platted and no lot shall be further subdivided without the written consent of the Developer.

5. **Open Space.** All Tracts and Open Space areas are to be owned and maintained by the Property Owner's Association.

6. **Mailboxes.** Individual mailboxes are not allowed. Mailboxes to be in a central location (Cluster Box Units) as required by the United States Postal Service.

7. **Fences.** Fences erected on any property in this Addition shall be of a character typically found in luxury residential communities. All fences must be approved by the Architectural Control Committee prior to installation. Any such fence shall be maintained in an attractive manner and not be permitted to deteriorate. In addition:

(A) No fence may be located in front of the front building line of the primary structure on any lot.

(B) No fence shall be constructed in such a manner that the unfinished side is visible from a street or public area.

(C) As to any corner lot, no fence may be constructed in the side set back areas unless such fence is of a construction approved by the Architectural Control Committee.

(D) If a fence is to be any color besides natural wood, the color must be approved by the Architectural Control Committee.

8. **Annoyance and Nuisance.** No noxious or offensive activity shall be carried on upon any portion of the property. Nothing shall be done upon any lot which may be or become an annoyance or a nuisance to the neighborhood.

9. **Accessory and Temporary Structures, Trucks, Trade Vehicles and Boats.**

(A) No structure of an accessory and/or temporary character, whether trailer, basement, tent, shack, garage, barn, shed or other outbuilding shall be maintained or used on any lot at any time as a residence, either temporarily or permanently.

(B) Except as otherwise provided in subparagraph (C) below, no commercial truck, trade, camper, motor home, trailer or vehicle or any type (whether or not operable) or boat (whether powered, sail, or otherwise) may be parked, kept and stored on any lot (except in a garage) or in any street for more than forty-eight (48) hours during any seventy-two (72) hour period.

(C) A trailer, camper, operable vehicle, motor home or boat may be parked, kept or stored on any lot behind the front building line of the primary structure, provided that such trailer, camper, operable vehicle, motor home or boat is enclosed within a fence at least five (5) feet in height. An "operable vehicle" shall be one in usable, running condition.

11. **Signs and Billboards.** No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any lot or structure except one sign

of not more than five (5) square foot in surface area advertising a particular property for sale. Any permitted "For Sale" sign shall not be located closer than ten (10) feet to the front or side property lines and must be pole and ground mounted. The tallest point shall not be higher than thirty (30) inches from the ground. This provision does not apply to any subdivision monument sign.

12. Driveway and Walkway Construction. No drive, driveway, walk, walkway, or other vehicular or pedestrian access shall be permitted upon any lot which is not constructed of concrete or other material approved by the Developer and the Architectural Control Committee pursuant to paragraph 2 above.

13. Drilling or Mining Operations. No drilling or refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tank, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any lot.

14. Storage and Disposal of Garbage and Refuse. No lot shall be used or maintained as storage or a dumping ground for any rubbish, garbage or debris. Trash, garbage or other waste materials shall not be kept except in sanitary receptacles constructed of metal or plastic materials with sanitary covers or lids and such receptacles shall be screened from sight except when placed for pickup only on the day of collection. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall be removed from the lot.

15. Visual Obstructions at the Intersections of Public Streets. No object, including vegetation, shall be permitted on any corner lot which (i) obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through site lines parallel to the ground surface at elevations between two (2) feet and six (6) feet above the roadways and (ii) lies within a triangular area on any corner lot described by three points, two such points being at the edge of the paving abutting said corner lot and at the end of twenty-five (25) feet back along the curb on the two intersecting streets abutting said corner lot, and the third point being the center of the corner curb abutting said lot.

16. Antenna. No radio or television aerial wires or satellite reception or similar devices shall be maintained on any portion of any lot forward of the front of the building on said lot nor shall any antennae of any style be permitted to extend more than one (1) foot above the roof of the main residential structure on said lot. No owner shall install or maintain radio or television aerial wires or satellite reception or similar devices in airspace over the portion of a lot adjoining such owner's property.

17. **Animals.** No owner or other person shall keep domestic animals in excess or a reasonable number which may only be used for the purpose of companionship of the private homeowner family, it being the purpose and intention hereof to restrict the ownership of domestic animals for any commercial purposes of any kind or character and to restrict the use of all lots so that no persons shall quarter on the premises either horses or cows. The term “domestic” animals specifically excludes horses, cows, hogs, sheep, goats, guinea fowls, ducks, geese, skunks, bats, chickens, turkeys, or other animals that may interfere with the quietude, health and safety of the community.

18. **Burning.** No person shall be permitted to burn or incinerate anything on any lot outside the main residential building. This provision shall not apply to outdoor cooking equipment when used in the preparation of food.

19. **Lease or Leasing.** Acceptance hereof represents an acknowledgement by all lot owners that tenant occupancy of improvements could constitute a blighting influence and a resulting impairment of property values. Therefore, if any residential property should become occupied by a tenant, then the property owner shall remain completely responsible and shall have the affirmative duty for complete compliance with the provision of this Bill of Assurance. Further, no lease of any residential property shall be permitted for any term less than six (6) months in duration.

20. **Firearms.** Discharge of firearms is prohibited within the Stonebrook subdivision and as otherwise prohibited by law.

21. **Parking on Street.** Overnight parking on streets is prohibited.

22. **Flags and Banners.** The U.S. flag and Arkansas State flag are allowed to be displayed if the flag or banner are displayed and used properly in accordance with law. Other flags or banners may not be displayed unless approved by the Property Owners’ Association.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DECLARATIONS

1. **Easements.** Grantor reserves the easements and rights-of-way as shown on the subject Addition plat for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, telephone line or lines, gas, drainage, water, sewers, cable television or any other utility Grantor sees fit to install in, across or under the properties. Neither Grantor nor any utility company nor any authorized political subdivision using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any others property of the owner on the land covered by said easements. All easements, as filed on record, are reserved for the mutual use and accommodation of all public utilities desiring to use same. Any public utility shall have the right to remove and keep all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction,

maintenance or efficiency of its utility system on any easement strips and any public utility shall, at all times have the right of egress and ingress to and from and upon said easement strips for the purpose of constructing, inspecting, patrolling, maintaining, and adding to or removing all or any part of its utility system without the necessity at any time of procuring the permission of anyone.

2. **Additional Easements.** Grantor hereby specifically reserves the right to grant additional easements and rights of way (including, but not limited to an Entergy underground power supply easement) across Grantor's lands as Grantor may, in its uncontrolled discretion, determine to be necessary in connection with development and related activities.

3. **Installation of Paving.** Grantor reserves the right, during installation of paving of the streets as shown on the Plat, to enter onto any of the properties for the purpose of street excavation, including the removal of any trees, if necessary, whether or not the properties have been conveyed to or contracted for sale to any other owner.

4. **Title Subject to Easements.** It is expressly understood that the title conveyed by Grantor to any of the properties shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telephone or cable television purposes as indicated on the Plat or as installed, and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Grantor or any easement owner or any agents through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the properties.

5. **Private Streets.** All streets within Stonebrook are private and the maintenance of said streets are the responsibility of the property owner's association / improvement district.

ARTICLE III

MAINTENANCE, REPAIRS AND IMPROVEMENTS

1. **Unit Exterior and Lot Maintenance.** Each property owner in the Addition shall maintain the exterior of his structure in an attractive manner and shall not permit the paint, roof, rain gutters, down spouts, exterior walls, windows, doors, walks, driveways, parking areas and other exterior portions of his structure to deteriorate in an unattractive manner. Each owner shall sod and landscape all lawn areas which are visible from any street and at all times keep his property free of weed and all grass cut in a sanitary, healthful and attractive manner and no owner shall permit weeds or grass to grow to a height greater than six (6) inches upon his property. The drying of clothes and storage of equipment and materials in yards is prohibited, unless the owner shall construct and maintain a drying yard or other suitable enclosure to screen from public view the drying of clothes and storage of equipment and material which are incident to the normal residential requirements of a typical family. In the event of default on the part of any owner in observing the above requirements or any one of them, and the continuance of such default after ten (10) days written notice thereof, Grantor or its assigns shall, without liability to

such owner in trespass or to otherwise, have the right (but no obligation whatsoever) to enter upon said lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may render a statement of charge to the owner of such lot for the cost of such work. Each owner agrees by the purchase or occupation of his property to pay such statement immediately upon receipt thereof.

2. **Irrigation.** There shall be no irrigation from wells, ponds, ditches, lakes or other areas in which water may be detained for any purpose. Any type of irrigation or watering, except from an approved public water supply, is prohibited.

ARTICLE IV

PROPERTY OWNERS' ASSOCIATION

1. **Composition.** Unless Grantor, in its sole discretion, elects to do so earlier, Grantor hereby covenants that as soon as ninety percent (90%) of the lots in Stonebrook Addition have been sold, it will cause to be formed a non-profit corporation in which the purchaser or owner of any lot, by acceptance of title, hereby agrees to become and shall be a member. Membership in said corporation shall be limited to such purchasers or owners. The Articles of Incorporation of said corporation shall specify, among other purposes and duties of said corporation, the enforcement of all of the restrictions, covenants, reservations and conditions contained in this Bill of Assurance, and the maintenance, preservation and improvement of private drives, recreational facilities and other public areas throughout the Addition and the transaction of such other business as may be permitted by law. The organizational documents of any Property Owners Association will stipulate that representatives of Grantor shall constitute a majority of the members of the Architectural Control Committee until ninety-five (95%) of the lots in Stonebrook have been sold.

2. **Organization.** The Articles of Incorporation and By-Laws of said corporation shall provide for the election of a Board of Directors consisting of (3) members of the corporation. The three members so elected to serve as the Board of Directors of the corporation shall from their number elect a President, Secretary and Treasurer of this corporation. This Board and the officers so elected shall see to the management of the affairs of the corporation.

3. **Annual Dues.** Any purchaser or owner of any lot within the Addition agrees to pay to said corporation, when formed, annual dues or assessments to fund the operation of the subject corporation for the purpose of accomplishing the herein described functions. The amount of said annual dues shall be fixed by the By-Laws of the corporation or by its Board of Directors within such limits as may be from time to time set by the membership at any regular membership meeting. The directors of the corporation shall be elected annually at the annual membership meeting at such time and place as specified by the By-Laws of the corporation. Each owner of a lot in the Addition shall be entitled to one (1) vote at all elections and on all other matters that may come before a meeting of the members, provided; however, if any member of the corporation shall be the purchaser or owner of more than one lot in the Addition,

he shall be entitled to as many votes as the number of lots purchased or owned by him. Grantor shall be entitled to and obligated to accept membership in said corporation and shall pay dues or assessments with respect to the unsold lots in said Addition.

4. Function. The Board of Directors of the corporation or their appointees shall serve as the Architectural Control Committee of the Addition. In this regard, no building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any lot be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Board of Directors of the corporation as to the harmony of external design and location in relation to surrounding structures and topography. In the event that any plans and specifications are submitted to the Board for architectural review as provided herein, and the Board shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, such failure shall be deemed to be an approval by the Board for all purposes.

5. Powers.

(A) The subject corporation shall have the power to enforce the provisions of Article III, Section I thereof, and shall have the further power to declare a lien to exist on the lot of an owner in the Addition for the amount of any statement or charge made to the owner by the corporation for the cost of any work or materials provided by the corporation on said owner's lot in securing compliance with said Article III, Paragraph 1.

(B) The Board of Directors shall also have the power to declare a lien to exist and continue to exist on each lot in the addition for the amount of the annual dues or assessments until such has been fully paid.

(C) The corporation shall also have the right, power and authority to add a penalty not to exceed twenty percent (20%) for failure of any member of the corporation to pay any monies due the corporation under Paragraphs (A) and (B) hereof and may enforce collection of all such sums if not paid on demand, by proceedings in the Chancery Court of Pulaski County, Arkansas, the same as other liens are enforced on lands located in said county and said lien shall cover and include all costs, expenses and attorney's fees incurred in enforcing the same.

6. Indemnification. Officers, directors, employees, members and agents of the subject corporation (including any of its committees, such as the Architectural Control Committee) shall not be liable for any act of omission undertaken in good faith in connection with the business of such subject corporation. The subject corporation shall indemnify and hold harmless its officers, directors, members and agents against any economic loss or damages on account of any such action taken or omitted in good faith.

ARTICLE V

GENERAL PROVISIONS

1. **Term.** Unless earlier terminated in accordance with this instrument, the foregoing building and use restrictions, which are hereby made conditions subsequent running with the land, shall remain in force and effect for thirty (30) years from the date of this instrument at which time same shall be automatically extended for successive periods of ten (10) years unless a majority vote of the then property owners of the lots shall agree in writing to change said conditions and covenants in whole or in part.

2. **Enforcement.** If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner situated in said properties, including Grantor, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him from so doing or to recover for such violation.

3. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4. **Existing Liens.** Violation or failure to comply with the foregoing restrictions, covenants and conditions shall in no way affect the validity of any mortgage, loan or bona fide lien which may, in good faith, be then existing on any lot.

5. **Amendment.** These covenants and restrictions may be amended at any time when (i) the owner or owners of fifty percent (50%) of the lots subject to this Bill of Assurance agree in writing to amend such covenants and restrictions either in whole or part and (ii) such amendment has been approved by the Maumelle Planning Commission and/or the Pulaski County Planning Board and filed for record with the Pulaski County Circuit Clerk.

EXECUTED as of the 20 day of JANUARY, 2022.

Mojuva, LLC

By: Brandon Lewis

