

2006 6530

Recorded in the Above

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11-08-2006 01:36:03 PM

Claudia Nobles Circuit Clerk

Independence County, AR

**SUPPLEMENTAL BILL OF ASSURANCE
OF ABERDEEN PARK SUBDIVISION**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WHEREAS, Nathan Higginbottom and Jerrie Higginbottom, individuals, ("Grantors") and as such own that certain real property lying in Independence County, Arkansas (the "County"), more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Subdivision Property"); and

WHEREAS, the Subdivision Property is part of a larger tract of real property owned by Grantors and for which Grantors have a general plan of development that requires that it be subdivided and held, owned, conveyed, leased, used, improved and developed subject to the protective covenants, conditions and restrictions hereinafter provided and as provided in that certain Master Bill of Assurance executed by Eagle Mountain Development and duly filed with the Circuit Clerk and Ex-Officio Recorder of the County on August 8, 1986, at Q-13 Page 295 (the "Master Bill of Assurance") (unless otherwise specifically defined herein, all defined terms used or referred to herein shall have the meaning assigned thereto in the Master Bill of Assurance); and

WHEREAS, the Master Bill of Assurance provides that the Covenants thereof shall not be imposed upon or binding on any portion of the Subdivision Property or any Owners or Residents thereof unless and until such portion is thereafter subjected thereto by a Supplemental Bill of Assurance and Plat thereof or other appropriate instrument in the manner therein provided; and

WHEREAS, Grantors have caused the Planner to survey and subdivide the Subdivision Property into those Lots, Street, Easements, and Community Facilities, if any, as are more particularly shown on that certain Plat thereof prepared by Planner, dated October 2, 2006, executed by Grantors and Planner, bearing a certificate of approval by the Batesville Planning Commission and recorded simultaneously herewith at Plat Book _____, Page _____, of the records of the Recorder of the County, said Plat being fully incorporated herein by reference; and

WHEREAS, Grantors desire and intend that the Subdivision Property shall be subdivided in accordance with the Plat and hereafter held, owned, conveyed, leased, used, improved and developed subject to the Covenants herein and in the Master Bill of Assurance in order to enhance and protect the value of the Subdivision Property;

NOW, THEREFORE, in consideration of the premises, the enhanced value of the Subdivision Property and other benefits to accrue to Grantors, their successors and assigns, which consideration Grantors acknowledge to be of good and sufficient value, Grantors do hereby make, execute and deliver this Supplemental Bill of Assurance as follows:

1. SUBDIVISION PROPERTY AND RESIDENTS SUBJECT TO MASTER BILL OF ASSURANCE. The Master Bill of Assurance and the Covenants thereof are to the extent not otherwise inconsistent herewith hereby incorporated herein by reference and are hereby imposed upon the Subdivision Property and all Owners and Residents thereof, and the Subdivision Property shall hereafter be held, owned, conveyed, leased, used, improved and developed subject thereto and subject to any other additional Covenants hereinafter provided. In the event of any inconsistency between the Master Bill of Assurance and this Supplemental Bill of Assurance, the Covenants herein shall control.

2. DEDICATION AND GRANT; LOT DESCRIPTIONS. Grantors do hereby layoff, plat and subdivide the Subdivision Property into a Subdivision for the use and benefit of the public and all present and future Owners and Residents thereof, and it shall be hereafter forever known as "Aberdeen Park." By the recordation of the Plat and this Supplemental Bill of Assurance with the Recorder, and subject to the Covenants and to all applicable governmental laws, rules and regulations, Grantors do further hereby and forever donate, dedicate and deliver the Easements for drainage purposes and for access, ingress and egress on, over and across the Street to and for the use and benefit of the public and all present and future Owners and Residents, and the Easements for drainage purposes and for the installations, operation, maintenance, repair and replacement of Utilities on, over, across, under and above those portions of the Subdivision so designated on the Plat to and for the use and benefit of every Utility Company. The Easements for Utilities shall also include the right of reasonable access, ingress and egress thereto and therefrom on, over and across the Subdivision for the installation, maintenance, repair and replacement of the Utilities. Hereafter, every Lot of the Subdivision shall have the bounds and dimensions thereof designated on the Plat and any conveyance, encumbrance or description of any such Lot by the tract, parcel or lot number thereof also designated on the Plat followed by the words "Aberdeen Park" shall always be a proper and sufficient legal description thereof.

3. MINIMUM RESIDENCE SIZES. No residence on any Lot in the Subdivision shall under any circumstances contain less than 1700 square feet of finished heated and air conditioned floor space used for living, cooking, dining, sleeping and storage areas.

4. CARPORTS PERMITTED. A private garage or a carport for not less than two (2) nor more than three (3) passenger motor vehicles may be placed on any Lot in the Subdivision appurtenant to the authorized Residence thereon.

5. SPECIFICATIONS. All houses shall be 100% covered in brick, stucco, or stone except gables and fascias on the front side.

6. ROOFING. All roofs shall have a minimum 8/12 pitch.

7. LANDSCAPING. Entire yard shall be sodded with Bermuda sod or Zoysia sod.

8. MOBILE HOMES, CAMPERS, AND BOATS. No mobile home, camper, or self-propelled mobile home and/or camper, and no boat or other water craft shall be parked on any of said residential lots herein described for a period greater than 3 days. No vehicles are to be parked in the street or in the yard for more than 24 hours.

9. COVENANTS PERTAINING TO THIS SUPPLEMENTAL BILL OF ASSURANCE. This Supplemental Bill of Assurance and all Covenants herein shall at all times be subject to and in compliance with the following Covenants:

(a) Headings. The headings of the sections, paragraphs and subdivisions of this Supplemental Bill of Assurance are for the convenience of reference only, and shall not limit or otherwise affect any of the terms thereof.

(b) Governing Law. The laws of the State of Arkansas and of the United States, if applicable, shall govern the validity, enforceability and construction of this Supplemental Bill of Assurance.

(c) Effect of Partial Invalidity. If performance of any Covenant hereof or any transaction related hereto is prohibited or limited by law, then the obligation to be performed shall be omitted or reduced accordingly and if any Covenant herein contained operates, or would prospectively operate, to invalidate this Supplemental Bill of Assurance, then the invalid part of said Covenant only shall be held for naught as though not contained herein, and the remainder of this Supplemental Bill of Assurance shall remain operative and in full force and effect.

(d) No Waivers. No delay or omission on the part of Grantors or any Owner or Resident in exercising any rights, duties, power, authority or remedies herein provided, in the event of any breach of any of the Covenants shall be construed as a waiver or estoppel thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Grantors or any Owner or Resident because of the failure to bring any action on account of any such breach.

(e) No Action For Void Covenants. No action shall accrue or be brought or maintained by anyone against Grantors or any Owner or Resident because or arising out of the fact that any of the Covenants may be void or unenforceable for any reason.

(f) Notices. Unless otherwise provided herein, all notices required to be sent to any party shall be in writing and sent by Registered or Certified Mail addressed to the addressee at their last known address and requiring a return receipt signed by the addressee or their agent.

(g) Amendments. Any and all of the Covenants herein may be amended, modified, changed or cancelled in whole or in part by a writing instrument duly executed, acknowledged and recorded by the then Owners of at least two-thirds (66%) of the Lots and Residential Units. Any such written instrument shall if required by law be approved

by the Batesville Planning Commission, and it shall be binding from and after the date it is duly filed with the Recorder.

(h) Attorney's Fees, Costs, Etc. Should Grantors or any Resident or Owner employ counsel or incur costs and expenses to enforce any of the Covenants by reason of a breach thereof, the person in breach or default thereof shall be obligated to pay to Grantors or the Resident or the Owner enforcing the same all such costs and expenses thereby incurred, including reasonable attorney's fees.

(i) Mortgagees Bound. The Covenants or the breach of any of the Covenants shall not defeat, impair or render invalid or unenforceable the lien of any mortgage, deed of trust or other encumbrance made in good faith for value as to any Lot or portion thereof, but rather the Covenants shall be binding upon and effective against the mortgagee, trustee, purchaser or owner thereof whose title thereto, or whose grantors' title is or was, acquired by foreclosure, trustee's sale, power of sale or otherwise.

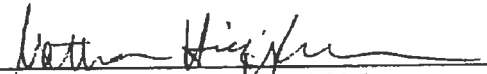
(j) Rule Against Perpetuities. In the event any of the Covenants are declared void or unenforceable by any court of competent jurisdiction by reason of the period of time herein provided for which the same shall be effective, then such period of time shall be reduced to a period which shall not violate the rule against perpetuities under the laws of the State of Arkansas, and except for the reduction of time period the Covenants shall be and remain unaffected, unimpaired and in full force and effect.

(k) Applicable Law Controlling. The Subdivision, all Residents, all Owners, all Lots and Residential Units or portions thereof, the Plat and this Supplemental Bill of Assurance shall be and remain at all times subject to all applicable governmental laws, rules and regulations; provided that the more restrictive among such laws, rules and regulations and the Covenants shall be controlling.

(l) No Reversions. No Covenants are intended to be, or shall be construed as, a condition subsequent or a possibility of reverter.

(m) Bind and Inure. This Supplemental Bill of Assurance and all Covenants herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Supplemental Bill of Assurance has been duly executed by Grantors on this 2nd day of October, 2006.


NATHAN HIGGINBOTTOM


JERRIE HIGGINBOTTOM

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF INDEPENDENCE)

On this day before me, the undersigned notary, personally appeared Nathan Higginbottom and Jerrie Higginbottom, to me personally well known, have acknowledged that they have executed the foregoing instrument for the consideration and purposes therein.

Subscribed and Sworn to, before me, a Notary Public, this 2 day of October, 2006.

Kim Osborn

Notary Public

My commission expires: 12-21-2014

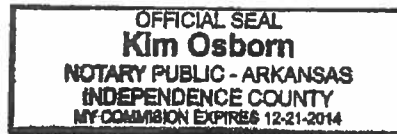


EXHIBIT "A"

LEGAL DESCRIPTION
ABERDEEN PARK SUBDIVISION
LOTS 1-21

A BOUNDARY SURVEY OF PART OF THE SW 1/4 NW 1/4, SECTION 23,
TOWNSHIP 13 NORTH, RANGE 06 WEST, CITY OF BATESVILLE, INDEPENDENCE
COUNTY, ARKANSAS.

COMMENCING AT THE W 1/4 OF SAID SECTION 23;

THENCE North 01 degrees 49 minutes 19 seconds East for a distance of 123.44 feet
ALONG THE W'LY LINE OF SAID SW 1/4 NW 1/4 TO THE POINT OF BEGINNING;

THENCE North 01 degrees 53 minutes 28 seconds East for a distance of 772.65 feet
ALONG SAID W'LY LINE;

THENCE South 71 degrees 34 minutes 46 seconds East for a distance of 534.96 feet TO
THE WEST RIGHT OF WAY LINE OF "ABERDEEN DRIVE", THENCE ALONG SAID
RIGHT OF WAY LINE THE FOLLOWING COURSES:

THENCE South 04 degrees 47 minutes 27 seconds East for a distance of 62.56 feet,

THENCE South 02 degrees 50 minutes 19 seconds East for a distance of 306.81 feet TO
THE POINT OF CURVE;

THENCE along a curve to the left having a radius of 168.69 feet and an arc length of
149.89 feet, being subtended by a chord of South 28 degrees 17 minutes 39 seconds East for a
distance of 145.01 feet TO A POINT IN THE SAID W'LY RIGHT OF WAY, BEING THE
CENTERLINE OF AN EXISTING 15 FOOT WIDE WATER LINE EASEMENT, THENCE
ALONG THE CENTERLINE OF SAID WATER LINE THE FOLLOWING COURSES:

THENCE North 89 degrees 55 minutes 31 seconds West for a distance of 30.25 feet,

THENCE South 86 degrees 16 minutes 06 seconds West for a distance of 99.59 feet,

THENCE South 78 degrees 36 minutes 15 seconds West for a distance of 178.85 feet,

THENCE South 50 degrees 04 minutes 34 seconds West for a distance of 112.64 feet

THENCE LEAVING SAID WATER LINE TO THE POINT OF BEGINNING;

THENCE North 88 degrees 10 minutes 41 seconds West for a distance of 230.98 feet TO
THE POINT OF BEGINNING.

CONTAINING 348,251 SQUARE FEET OR 7.99 ACRES, MORE OR LESS, AND IS
SUBJECT TO ANY AND ALL EASEMENTS.

BUILDING SETBACKS

ALL LOTS ARE SUBJECT TO A 25 FOOT SETBACK FROM THE ROAD RIGHT
OF WAY, AND BACK PROPERTY LINES AND 7.5 FEET FROM THE SIDE LINES

NOTE: ALL LOTS ARE SUBJECT TO A 15 FT.
UTILITY EASEMENT.

Independence County, AR
I certify this instrument was filed on
11-08-2006 01:36:03 PM
and recorded in Deed Book
2006 at pages 6530 - 6535
Claudia Nobles Circuit Clerk

By Carol Shirley

"ABERDEEN PARK" SUBDIVISION

RESIDENTIAL LOTS 1-21

2006 6382
Deed Book & Page

Independence County, AR
I certify this instrument was fi
10-27-2006 08:47:05 AM
and recorded in Deed Book
2006 at pages 6382 - 6382
Claudia Nobles Circuit Clerk

Robbie Shirley

ASTRONOMIC NORTH
G.P.S. GROUND

SCALE



LEGEND

- 0 - SET 1/2" REBAR ROD WITH PLASTIC CAP
- o - FOUND MONUMENTS AS NOTED
- X - FENCE
- M - MEASURED THIS SURVEY
- R - RECORD SURVEY



I, STEPHEN A. WHITE, CERTIFY THAT THIS PLAT
CORRECTLY REPRESENTS A PLAT MADE BY ME, AND
THAT THE REQUIREMENTS OF THE BATESVILLE
SUBDIVISION RULES AND REGULATIONS HAVE BEEN
COMPLIED WITH.

DATE: 10/05/06

STEPHEN A. WHITE
PROFESSIONAL LAND SURVEYOR
NO. 962 ARKANSAS.

SURVEY FOR: **NATHAN HIGGINBOTTOM**
DATE: **OCT. 05, 2006**

STEVE WHITE SURVEYS
269 KING ROAD
SMITHVILLE, AR. 72466
870-528-3216

500-13N-06W-0-23-430-32-962

A BOUNDARY SURVEY OF PART OF THE SW1/4 NW1/4, SECTION 23,
TOWNSHIP 13 NORTH, RANGE 06 WEST, CITY OF BATESVILLE, INDEPENDENCE
COUNTY, ARKANSAS.

COMMENCING AT THE W1/4 OF SAID SECTION 23:

THENCE North 01 degrees 49 minutes 19 seconds East for a
distance of 123.44 feet ALONG THE WLY LINE OF SAID SW1/4 NW1/4 TO
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THENCE North 01 degrees 53 minutes 28 seconds East for a
distance of 772.65 feet ALONG SAID WLY LINE;

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distance of 534.96 feet TO THE WEST RIGHT OF WAY LINE OF "ABERDEEN
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THENCE South 02 degrees 50 minutes 19 seconds East for a
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THENCE along a curve to the left having a radius of 168.69
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NOTE:

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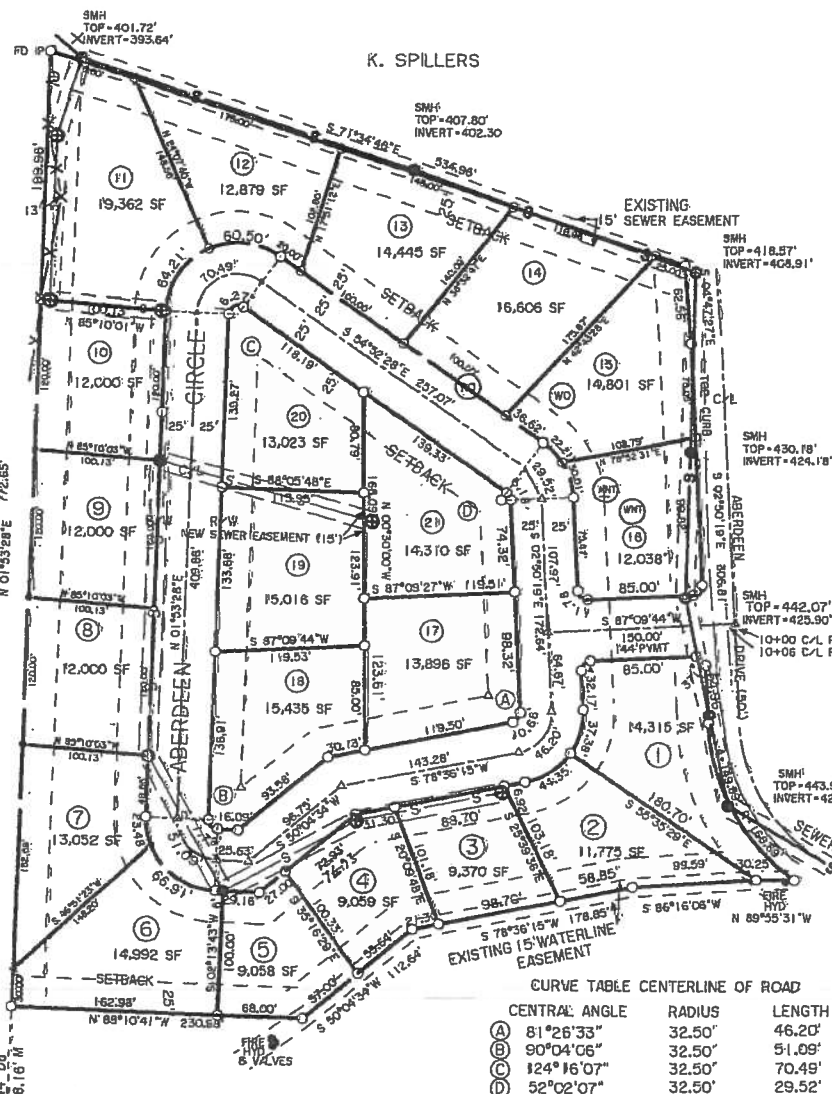
CERTIFICATE OF PRELIMINARY PLAT APPROVAL

PURSUANT TO THE BATESVILLE RULES AND REGULATIONS, AND ALL OF
THE CONDITIONS OF APPROVAL HAVING BEEN COMPLETED, THIS
DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY
EXECUTED UNDER THE AUTHORITY OF SAID RULES AND REGULATIONS.

DATE OF EXECUTION

SIGNED CHAIRPERSON:
BATESVILLE PLANNING COMMISSION

FINAL PLAT

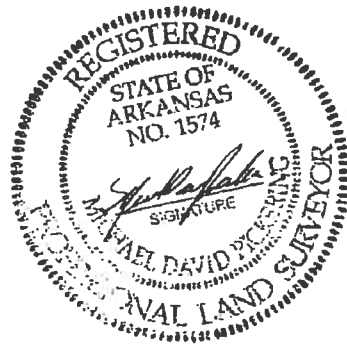


HOWARD HOUSE
RED BELL
EAGLE MOUNTAIN PROPERTIES

LEGEND

- O - SET 1/2" REBAR ROD WITH PLASTIC CAP
- - FOUND MONUMENTS AS NOTED
- X - FENCE
- M - MEASURED THIS SURVEY
- E - RECORD SURVEY

A LOT LINE ADJUSTMENT OF LOTS 13,14,15 OF ABERDEEN PARK
FILED BOOK 2006 PG. 6382 ALL IN THE SW1/4NW1/4
SECTION 23, TOWNSHIP 13 NORTH, RANGE 06 WEST,
CITY OF BATESVILLE, INDEPENDENCE COUNTY, ARKANSAS.



I hereby certify that the hereon plotted and described
Survey was completed under my supervision and that
Corners were set as shown to the best of my ability
and in accordance with Arkansas Minimum Standards
For Property Boundary Surveys And Plats.

Michael David Pickering
Michael David Pickering P.L.S. #1574 Arkansas.

ASTRONOMIC NORTH



SURVEY FOR: NATHAN HIGGINBOTTOM
DATE: JUNE 30, 2008
MICHAEL DAVID PICKERING
GENERAL DELIVERY
CAVE CITY ARKANSAS 72521
870-283-6338

500-13N-06W-0-23-430-32-1574

Claudia Nobles
Independence County, AR
I certify this instrument was filed on
07-22-2008 09:36:22 AM
and recorded in Deed Book
2008 at pages 4709 - 4709
Claudia Nobles Circuit Clerk

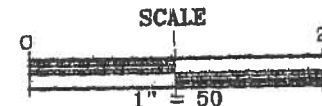
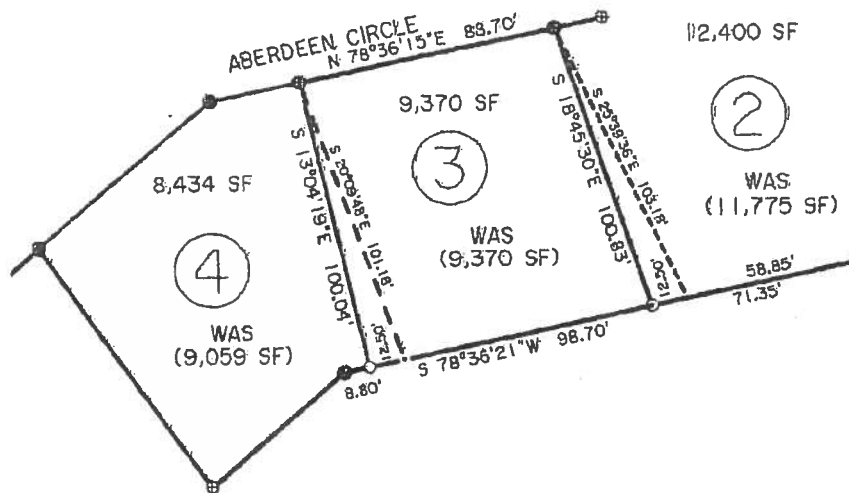
Independence County, AR
I certify this instrument was filed on
03-12-2007 07:38:01 AM
and recorded in Deed Book
2007 at pages 1250 - 1250
Claudia Nobles Circuit Clerk
By Carol Shirley



I hereby certify that the hereon platted and described
Survey was completed under my supervision, and that Cor-
ners were set as shown to the best of my ability, and in
accordance with Arkansas Minimum Standards for Property
Boundary Surveys And Plats.

Stephen A. White
STEPHEN A. WHITE, P.L.S. 962, ARKANSAS

A LOT LINE ADJUSTMENT OF LOTS 2,3, AND 4, "ABERDEEN PARK"
SUBDIVISION (2006 PLATS 6382); BEING PART OF THE SW1/4 NW1/4,
SECTION 23, TOWNSHIP 13 NORTH, RANGE 06 WEST, BATESVILLE,
INDEPENDENCE COUNTY, ARKANSAS, AS SHOWN HEREON:



LEGEND

- 0 - SET 1/2" REBAR ROD WITH PLASTIC CAP
- - FOUND MONUMENTS AS NOTED
- X - FENCE
- M - MEASURED THIS SURVEY
- R - RECORD SURVEY

SURVEY FOR: NATHAN HIGGINBOTTOM
DATE: FEB. 14, 2007

STEVE WHITE SURVEYS
289 KING ROAD
SMITHVILLE, AR. 72466
870-628-3216

ABERDEEN SUBDIVISION