

Legal Description:

A tract of land being part of the SW 1/4, NW 1/4, Section 23, Township 13 North, Range 6 West in Independence County, Arkansas, being more particularly described as follows:

Commencing at the southwest corner of said SW 1/4 - NW 1/4; Thence North 02 degrees 16 minutes 08 seconds East along the west line of said SW 1/4 - NW 1/4, 896.12 feet to the southeast corner of the Kevin Spillers tract; Thence South 71 degrees 07 minutes 57 seconds East, 535.95 feet to the southeast corner of said Spillers tract and the east right of way line of Aberdeen Drive; Thence North 66 degrees 10 minutes 17 seconds East, 53.59 feet to the east right of way line, the centerline of a ditch and the POINT OF BEGINNING.

Thence along the meanders of said centerline the following:

North 83 degrees 44 minutes 52 seconds East, 84.23 feet;
North 73 degrees 06 minutes 59 seconds East, 88.73 feet;
South 50 degrees 43 minutes 04 seconds East, 73.32 feet;
North 64 degrees 48 minutes 39 seconds East, 49.32 feet;
South 55 degrees 06 minutes 48 seconds East, 95.99 feet;
South 67 degrees 43 minutes 51 seconds East, 75.08 feet to the west line of Eagle Mountain Property Owners Association tract;

Thence along said Eagle Mountain Properties Association tract the following:

South 01 degrees 59 minutes 40 seconds West, 68.23 feet;
South 36 degrees 04 minutes 23 seconds East, 251.55 feet to the northwest corner of Lot 11 of the Highland Woods Addition;
Thence South 02 degrees 27 minutes 56 seconds West, 174.02 feet to the southwest corner of said Lot 11 and the north right of way line of Aberdeen Drive;

Thence along the right of way of said Aberdeen Drive the following:

North 87 degrees 32 minutes 06 seconds West, 424.13 feet;
Thence along a curve to the right, said curve having a radius of 118.69 feet and an arc length of 176.38 feet;
North 02 degrees 23 minutes 30 seconds West, 307.66 feet;
North 04 degrees 20 minutes 38 seconds West, 80.90 feet to the POINT OF BEGINNING.

This tract contains 5.47 acres, more or less, and is subject to any and all easements.

Independence County, AR
I certify this instrument was filed on
03-12-2007 11:52:49 AM
and recorded in Deed Book
2007 at pages 1259 - 1259
Claudia Nobles Circuit Clerk

[Signature]

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DATE

Prepared For:

LINDSEY & CRUZ, LLC.
507 WOODMONT CIRCLE
BATESVILLE, ARKANSAS 72501



**FINAL PLAT
RICHLAND HEIGHTS**

Part of the SW 1/4 - NW 1/4, Section 23, T-13-N, R-6-W
City of Batesville, Independence County, Arkansas

tain Properties
251.55'
55' (70)

BILL OF ASSURANCE
RICHLAND HEIGHTS
INDEPENDENCE COUNTY, ARKANSAS

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, KEITH HARVILLE and GUADALUPE HARVILLE (Lindsey Cruz Properties, LLC), are the owners of the following described property in Independence County, Arkansas, to-wit:

A tract of land being part of the SW 1/4, NW 1/4, Section 23, Township 13 North, Range 6 West in Independence County, Arkansas, being more particularly described as follows:

Commencing at the southwest corner of said SW 1/4 - NW 1/4; Thence North 02 degrees 16 minutes 08 seconds East along the west line of said SW 1/4 - NW 1/4, 896.12 feet to the southeast corner of the Kevin Spillers tract; Thence South 71 degrees 07 minutes 57 seconds East, 535.95 feet to the southeast corner of said Spillers tract and the east right of way line of Aberdeen Drive; Thence North 66 degrees 10 minutes 17 seconds East, 53.59 feet to the east right of way line, the centerline of a ditch and the POINT OF Thence along the meanders of said centerline the following: North 83 degrees 44 minutes 52 seconds East, 84.23 feet; North 73 degrees 06 minutes 59 seconds East, 88.73 feet; South 50 degrees 43 minutes 04 seconds East, 73.32 feet; North 64 degrees 48 minutes 39 seconds East, 49.32 feet; South 55 degrees 06 minutes 48 seconds East, 95.99 feet; South 67 degrees 43 minutes 51 seconds East, 75.08 feet to the west line of Eagle Mountain Property Owners Association tract; Thence along said Eagle Mountain Properties Association tract the following: South 01 degrees 59 minutes 40 seconds West, 68.23 feet; South 36 degrees 04 minutes 23 seconds East, 251.55 feet to the northwest corner of Lot 11 Thence South 02 degrees 27 minutes 56 seconds West, 174.02 feet to the southwest corner of said Lot 11 and the north right of way line of Aberdeen Drive; Thence along the right of way of said Aberdeen Drive the following: North 87 degrees 32 minutes 06 seconds West, 424.13 feet; Thence along a curve to the right, said curve having a radius of 118.69 feet and an arc North 02 degrees 23 minutes 30 seconds West, 307.66 feet; North 04 degrees 20 minutes 38 seconds West, 80.90 feet to the POINT OF BEGINNING. This tract contains 5.47 acres, more or less, and is subject to any and all easements.

WHEREAS, it is deemed desirable that the above described property be subdivided into lots and streets, as shown on the attached plat, and that said property be held, owned, and conveyed subject to the protective covenants herein contained in order to enhance the value of said property.

WHEREAS, KEITH HARVILLE and GUADALUPE HARVILLE (Lindsey Cruz Properties, LLC), hereinafter referred to as Grantor, for and in consideration of benefits to accrue to them, which benefits are hereby acknowledged to be of value, has caused said property to be surveyed by Mr. Gerald Steven Parish, Registered Land Surveyor, and a plat thereof made which is identified by the Title FINAL PLAT - RICHLAND HEIGHTS, Independence County, Arkansas, and the date January 2007, and by the signature of said Land surveyor and said Grantors and bears a Certificate of Approval executed by the Batesville Planning Commission and is of record in the office of the Circuit Clerk and Recorder of Independence County, Arkansas in Plat Book 2007 at Page 1259 and the Grantor does hereby make this Bill of Assurance.

NOW, THEREFORE, Grantor hereby donate and dedicate to the public forever an easement of way on and over said streets shown by said plat to be used as public streets. In addition to the streets, there are shown on said plat, certain easements which are reserved for the use of public utilities and or for drainage purposes, subject at all times to the proper authorities and to the easement herein reserved. Owners of the lots shall take title subject to the right of public utilities and the public.

The filing of the Bill of Assurance and Plat for record in the office of the Circuit Clerk & Recorder of Independence County shall be valid and complete delivery and dedication of the streets and easements subject to the limitations herein set out.

The land in said plat shall forever be known as Richland Heights, Independence County, Arkansas, and any and every deed of conveyance for any lot in said subdivision describing the same by the numbers shown on said plat shall be deemed a sufficient description thereof.

The lots in said Richland Heights, shall be sold by the Grantor and shall be held, owned, and conveyed subject to and in conformity with the declaration, restrictions, and covenants set forth herein, which shall run with the land, and be binding upon the owner after lots plotted herein and their successors and assigns, to-wit:

1. **PUBLIC UTILITIES.** All dwelling and other structures erected upon any lot as a residential dwelling shall be served by public utilities. In the event utilities are constructed inadvertently outside the platted easement, the easement shall be construed as being five (5) feet on each side of the line as constructed.

2. **EASEMENTS.** No building, fence, incinerator 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 shown on the plat; and in the event any such obstruction is placed thereon in violation of this restriction and reservation, no utility will be liable for destruction of same in maintaining or repairing its lines located within the area of said easement. The adjoining property owners will mow and maintain the right-of-way and/or drainage easements adjacent to his property. Upon proper notice, if the property owner does not comply with the notice, the area may be mowed by the City of Batesville and the property owner will be billed as per the procedure on vacant lots within the City.

3. **LAND USE AND BUILDING TYPE.** No lot shall be used except for single family residential purposes; garages and other outbuildings must be clearly incidental to residential use of the property. Boarding houses, tenements, apartment houses, trailer parks, tourist courts, motels, hotels, eating houses, clubs, restaurants, stores, beauty shops, barber shops, and other commercial services and all other industrial uses are prohibited. No business of any nature or kind shall at any time be conducted in any building located on any of said lots except for Real Estate sales and marketing of lots and homes during the construction phase. Said land shall be restricted to new detached single family residences constructed of highest-class materials and workmanship. No structures shall be erected, altered, placed, or permitted to remain on any building site other than a single detached single-family dwelling. No modular or prefabricated structures will be allowed. All permanent buildings, structures, and materials must be approved by the Grantor, their successors or assigns. Double car garages are required. A concrete or asphalt driveway shall be extended from the street to the garage entrance. No gravel or chip & seal driveways will be permitted. Recreational vehicles, motor homes, boats, and trailers shall be stored in the garage or behind the residence. Any dwelling must be complete in its entirety within a period of twelve months from date such construction is commenced.

4. **PROPERTY LINES AND BOUNDARIES.** Iron pins have been set on all lot corners and points of curve. In the event of 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.

5. **MINIMUM PRINCIPAL DWELLING SIZE AND EXTERIOR FINISHING.** No principal residential structure shall be constructed or permitted to remain upon any building site unless the main floor area thereof, exclusive of porches, patios, garages and breezeways shall be the minimum square feet heated and cooled as follows:

- a. Lots 1-12 shall be a minimum of 1500 sq. ft. heated & cooled unless the residence has more than one story, in which case the main floor shall not have less than 1200 sq. ft. and the second floor shall not have less than 500 sq. ft.

The term "Main Floor" as used in this paragraph shall include living, dining and sleeping areas, which areas may be on different levels. For the exterior, no less than 60% of the surface area of any building constructed

in the Subdivision, including gables shall consist of brick, synthetic stone, dryvit, or other similar material. Vinyl siding is limited to use on the soffit, fascia, and up to 20% of the surface area of the front and sides of a building constructed upon a Lot. In all cases, the exteriors not bricked shall be maintenance free. All houses to be constructed with architectural shingles or better. All dwellings shall have a matching brick masonry mailbox at curb line in front of property. Mailbox foundation shall not infringe onto street.

6. **BUILDING LOCATION.** No building, fence or wall shall be constructed on any lot nearer to the street than the building line shown on said plat. No building shall be located nearer than what is allowed by the City of Batesville Zoning Code to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the dwelling. No dwelling shall be nearer than 25 feet to the rear lot line.

7. **OWNER AND BUILDER/CONTRACTOR RESPONSIBILITY.** Any property owner or builder/contractor shall insure that any contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance, and shall be responsible for the actions of Contractors to the contrary. No person shall damage in any way the utilities or streets in any manner, and any damage so inflicted shall become the responsibility of the person who creates the damage.

8. **NATURAL DRAINAGE.** No building, dam, impoundment, or obstruction will be built, constructed or arranged in such a way as to retard the natural drainage flow of rainfall from entering the ditches or other drainage structures of the subdivision.

9. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations 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 and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersections of the street property lines extended, except at the entrance to the subdivision. The same sight lines limitation shall apply on any lot within ten feet from the intersection of the street property line with the edge of a driveway. No tree shall be permitted within such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. **FENCING.** All fences will be wooden privacy or chain link fences. No fence will come forward of the actual structure or the lot building line, whichever is further back from the street, except that a house erected on a corner lot may have a side fence no closer than 25 feet to the street on the side of a corner lot; such fence to begin at least 15 feet behind the front property line. All other perimeter boundaries may follow the lot line. No fence should be closer than 50 feet from the center of any street.

11. **LOT, YARD AND HOME MAINTENANCE.** All front yards will have sod from the street to the rear side of the house. Corner lots will also have sod on the side from the street to 25 feet on the side of the corner lot. All property owners, including builders, shall keep all grounds, yards, and adjoining tracts mowed, trimmed and clean, and all houses and fences in neat repair. Each lot owner will be required to keep his lot mowed so that grass and weeds on three-fourths of the lot will not exceed the height of 10 inches. Violation of this provision shall entitle Grantor, its successors, and assigns to mow said lot and charge the cost of same to such offending lot owner. Such expense shall constitute a lien against such lot. Only underground propane tanks shall be permitted.

12. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except, that dogs & cats may be kept on any lot, provided, that they are not kept, bred or maintained for any commercial purposes & provided that facilities for maintenance of same are installed & that the keeping of the same does not constitute a nuisance.

13. **GARBAGE AND REFUSE DISPOSAL.** No lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and not be permitted at any time at a location which is visible from the front of the lot.

14. **TV SATELLITE DISHES.** TV satellite receiving devices shall be located behind the residence or in the dwelling attic space.

15. **TEMPORARY STRUCTURES.** No structure of a temporary character, motor home, trailer, travel trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

16. **OUT BUILDINGS.** One building for storage shall be permitted, provided however, that the structure be built & maintained in the rear portion of any lot where it should be permanently anchored & shall not exceed 650 sq. feet in area. Also, out buildings will be architecturally compatible with the dwelling.

17. **NUISANCES.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

18. **MOTOR VEHICLE PARKING.** Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot or within the dedicated street. Owners or permanent residents are prohibited from parking in the street. Second, third automobiles, motor cycles and motor homes will not be parked on grassed (unused) areas of the front or side yard (lot) but will be parked on widened concrete driveways or extended concrete pads on sides of garages. Motor homes and recreational vehicles shall be parked no closer to the street than the nearest point of the house to the street. Driving and parking in unpaved areas of the yard (lot) are strictly prohibited.

19. **SIGNS.** No billboard, poster, sign, or object of unsightly nature shall be placed or permitted to remain on any part of said land, except one sign only per lot not exceeding five square feet in area may be displayed advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period. No lease or rent signs shall be allowed.

20. **DURATION OF COVENANTS.** These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until February 5, 2027, at which time said covenants and restrictions shall automatically be extended for successive periods of (10) ten years from each termination, unless 65% of the then owners of the lots agree in writing to amend said covenants and restrictions, either in whole or in part.

21. **TO CHANGE THE COVENANTS.** These covenants and restrictions shall not be amended, canceled, or supplemented unless an instrument signed by the owners of at least 65% of the then owners of the lots is placed on record agreeing to change the covenants and restrictions in whole or in part.

22. **COVENANT VIOLATIONS.** 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 said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damage in any court of law for such violation.

23. **FINAL PLAT.** The Bill of Assurance shall be appended to the final plat approved by the Batesville Planning Commission. Any dedication or restriction shown on either document shall be considered to appear on both, but should any discrepancy appear, the final plat shall govern.

24. **INVALIDATION OF COVENANTS OR RESTRICTIONS.** The invalidation of any one of these covenants or restrictions by judgment of a court of competent jurisdiction shall in no way effect any of the other provisions, which shall remain in full force and effect.

25. All Finish Floor Elevations shall be such to provide for a positive drainage away from the structure.

It is the intent of the developer(s) to assure the property owners that Richland Heights will be one of the finest and well kept subdivisions in the Batesville area. Therefore, these restrictions shall be strictly adhered to.

IN WITNESS WHEREOF, the said Grantor(s) has caused these presents to be executed this ____ day of February, 2007.



KEITH HARVILLE

2/28/07
Date



GUADALUPE HARVILLE

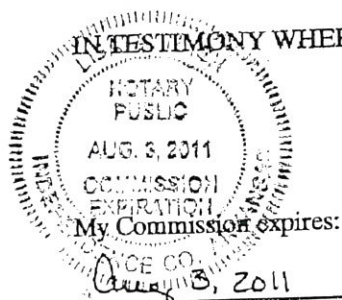
02-28-2007
Date

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF INDEPENDENCE

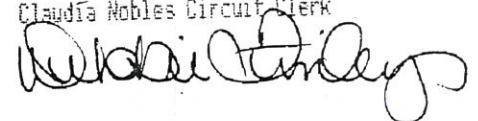
On this 28th day of February 2007, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named KEITH HARVILLE AND GUADALUPE HARVILLE, to me personally well known to be Grantor(s), and further stated and acknowledged that they had so 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 28th day of February 2007.



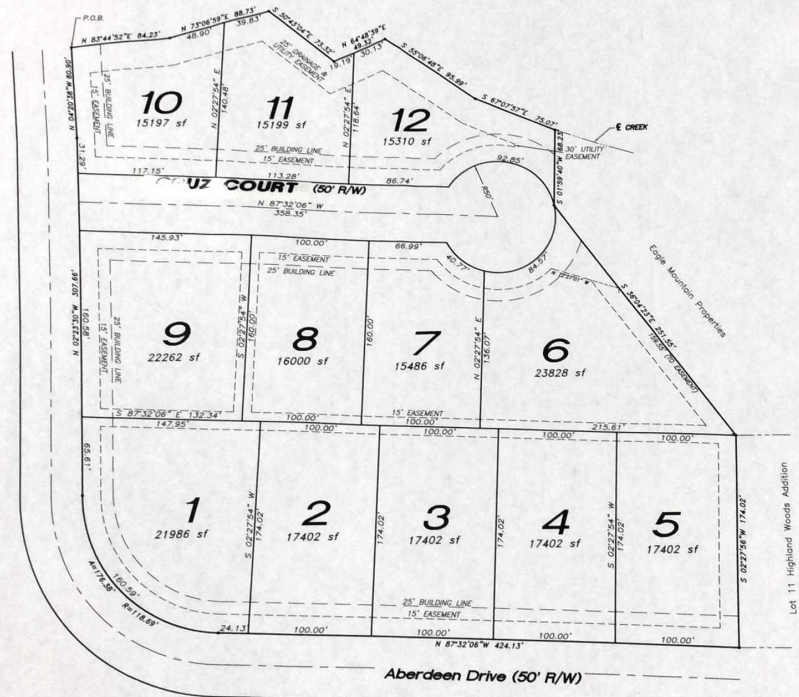
Lisa A. Nash
Notary Public

Independence County, AR
I certify this instrument was filed on
03-12-2007 12:05:16 PM
and recorded in Deed Book
2007 at pages 1260 - 1264
Claudia Nobles Circuit Clerk



7.) SIDE BUILDING LINES SHALL BE PER BATEVILLE ZONING REGULATIONS.
8.) LENGTH OF STREETS = 358.35 FEET.
9.) WATER SOURCE: CITY OF BATESVILLE.
10.) WASTEWATER DISPOSAL SOURCE: CITY OF BATESVILLE.
11.) ZONING CLASSIFICATION: NONE - SINGLE FAMILY RESIDENTIAL.

North 73 degrees 06 minutes 59 seconds East, 88.73 feet;
South 50 degrees 43 minutes 04 seconds East, 73.32 feet;
North 64 degrees 46 minutes 39 seconds East, 49.32 feet;
South 55 degrees 06 minutes 48 seconds East, 85.99 feet;
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Thence along said Eagle Mountain Properties Association tract the following:
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This tract contains 5.47 acres, more or less, and is subject to any and all easements.



Independence County, MO
I certify this instrument was filed on
10-12-2007 11:02:49 AM
and recorded in Book 808
Page 47 at Bates 1205 - 1207
Shirley M. White, Clerk

FLOOD CERTIFICATION
BASED UPON REVIEW
FLOOD INSURANCE #
NUMBER 050090 01
DEPICTED ON THIS
OUTSIDE THE 500-



CERTIFICATE OF S
I, GERALD STEVE
A BOUNDARY SUR
ACTUALLY EXIST
CORRECTLY SHOR
DATE 10/12/07



CERTIFICATE
I, ADAM W.
REPRESENTS
ENGINEERING
REGULATION
DATE 10/12/07

CERTIFICATE
PURSUANT
OF THE
IS HERE
AUTHOR
DATE 10/12/07

SIGNED:
1 FOR RECORD _____ PAGE _____
DE SEE BOOK _____ PAGE _____
SIGNED _____
INDEPENDENCE COUNTY CLERK

WINNERS OF THE REAL ESTATE SHOWN AND
EVERY CERTIFY THAT WE HAVE Laid OFF, PLATTED,
HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL
EARTH THIS PLAT.
OWNER _____
OWNER _____

Prepared For: **FINAL PLAT**