



L201406096

INDEPENDENCE CO, AR FEE \$35.00

PRESENTED: 10-02-2014 10:48:16 AM

RECORDED: 10-02-2014

DEBORAH FINLEY

CIRCUIT CLERK

BY: MELISSA ROUNDS

DEPUTY CLERK

BK: DEED 2014

PG: 5345-5349

## BILL OF ASSURANCE

### **WOODBIDGE POINTE, INDEPENDENCE COUNTY ARKANSAS**

KNOW ALL BY THESE PRESENTS:

WHEREAS, WHAT DREAMS MAY COME LLC & JUSTIN THORNTON (the Owners) have caused certain lands owned by them to be platted into an addition known as WOODBRIDGE POINTE, and the plat thereof appears of record in the office of the Recorder of Independence County, Arkansas, in Plat Book 2014 at Page 5344;

WHEREAS, Owners desire to provide for the use of property for the highest of residential uses and to restrict its uses as such;

WHEREAS, the lots are numbered from 1 to 9 on said plat and any and every conveyance of any lots out of said land as herein before described shall always and forever be held and deemed to be a sufficient description and conveyance thereof;

WHEREAS, easements are shown on said plat for streets, setbacks, sewer, water, electric, cable tv, telephone, drainage and other utilities. All lot owners will be required to grant easements to utility companies and/or the City of Batesville for the purpose of providing other lot owners utility, water, sewer, or drainage service and all lots will be subject to easement for utility purposes;

WHEREAS, WOODBRIDGE POINTE is located within the city limits of the City of Batesville, Independence County, Arkansas and therefore is subject to all of the restrictions and conditions pertaining to such location;

WHEREAS, WOODBRIDGE POINTE is subject to the minimum standards set forth in the Master Bill of Assurance agreed to by Eagle Mountain Development on July 21, 1986 and all rules and assurances contained therein;

NOW THEREFORE, Owners hereby adopt the covenants stated herein and agree that the stated covenants shall apply to all of the property now platted as WOODBRIDGE POINTE, Arkansas, as covenants running with the land:

#### SCOPE OF APPLICATION.

- 1) These covenants shall apply in their entirety to the area now known and described as WOODBRIDGE POINTE, INDEPENDENCE COUNTY, Arkansas, as shown on the recorded plat thereof.

#### LAND USE AND BUILDING TYPES.

- 2) No lot in the addition shall be used for any other purpose than single-family residential dwellings or rentals. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling along with one detached outbuilding. All dwellings are required to have at least a two car garage attached to the primary dwelling.

#### DWELLING SIZE AND QUALITY.

- 3) Size, design, location and site development of dwellings in this subdivision shall not have less than 1,700 square feet of heated and livable floor space unless the residence has more than one story, in which case the main floor shall not have less than 1,200 square feet and the second floor shall not have less than 500 square feet. All dwellings placed upon the premises shall be of new construction and shall be of the highest class workmanship and best quality materials. The permitted style of structures are brick, stucco, wood siding, concrete board siding, vinyl or stone and must be designed, in whatever style, in accordance with the highest standards of architectural design. No residential dwellings will be permitted to be built on Lot 4.

#### BUILDING LOCATION.

- 4) 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 35 feet to the front lot line or nearer than 25 feet to the rear lot line.

#### FENCING.

- 5) 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.

#### GENERAL RESTRICTIONS.

- 6) No noxious or offensive activity and no commercial activities of any kind shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 7) No temporary structure including but not limited to motor homes, travel trailers, tents, shacks, garages, barns or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.
- 8) One outbuilding 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 and shall not exceed 1,000 square feet in area. Outbuildings shall be architecturally compatible with the dwelling.
- 9) No signs, billboards, posters or advertising devices shall be permitted upon any of the lots in this addition except that the owner of each lot may place house numbers and the owner's name upon his or her mail box or dwelling. EXCEPTION, the property for sale should it be offered for sale by the owners.
- 10) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.



- 11) No trash, ashes or other refuse may be thrown or dumped on any of the lots in the addition.
- 12) All lot owners will be required to grant easements to utility companies for the purpose of providing other lot owners utility services, therefore all lots will be subject to easements for utility purposes.
- 13) No trucks, mail carts, dune buggies, golf carts, mobile homes, commercial vehicles, travel trailers, campers, boats, motors or trailers shall be kept on the lot or in the street adjacent to any lot except that such items may be stored or parked in an area with fencing or plant material as not to be visible from the street.
- 14) Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals on each lot by the owner thereof so as to maintain the same in a neat and attractive manner. No debris shall be allowed to accumulate upon any lot. Dead trees, shrubs, vines and plants shall be promptly removed from each lot.
- 15) No automobiles, RV's, motorcycles, etc. that are not licensed and in good working order can be parked on the lots unless they are parked entirely within a garage or other storage building on the lot.

#### EASEMENTS.

- 16) No recorded easement shall be used by any company or person, other than the owner of the affected lot or lots, for any purpose other than those designated on the plat of the addition. 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.

#### PERSONS BOUND BY THESE COVENANTS.

- 17) All persons or corporations who now own or shall hereafter acquire any of the lots in this addition shall be deemed to have agreed and covenanted with the owners of all other lots in this addition and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of 25 years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of 10 years unless prior to the end of the original term or any successive term of the application hereof a majority of the then owners of lots in the addition agree to the amendment or removal of these covenants in whole or in part. These covenants may be amended at any time by the owners of 75% of the lots in the addition. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Recorder of INDEPENDENCE COUNTY, Arkansas, duly executed and acknowledged by the requisite number of owners.

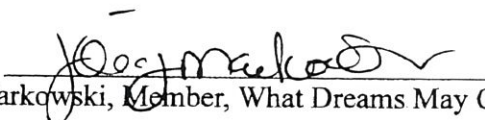
#### RIGHT TO ENFORCE.

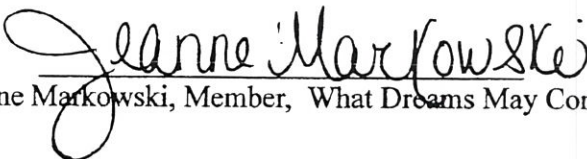
- 18) The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition and bind the present owners, their heirs, successors and assigns, future owners and their heirs, successors and assigns; all parties claiming by, through or under them shall be taken to hold,

agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, and with Owners, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the addition. Any owner or owners of lots in this Addition, or Owners, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

- 19) 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.

IN WITNESS WHEREOF, the Owners have hereunto set their hands and seals this 1<sup>st</sup>  
day of October, 2014.

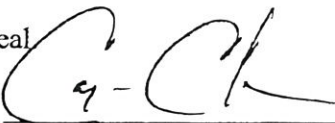
  
Joey Markowski, Member, What Dreams May Come LLC

  
Jeanne Markowski, Member, What Dreams May Come LLC

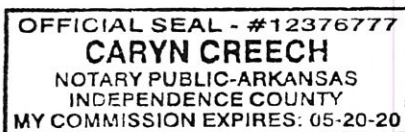
State of Arkansas  
County of Independence

On this the 1<sup>st</sup> day of October, 2014, before me,  
\_\_\_\_\_, the undersigned officer, personally appeared, Joey Markowski &  
Jeanne Markowski known to me to be the persons whose names are subscribed to the within  
instrument and acknowledged that they executed the same for the purposes and consideration therein  
contained.


In witness whereof I hereunto set my hand and official seal

  
\_\_\_\_\_  
Notary Public

My commission expires:




IN WITNESS WHEREOF, the Owners have hereunto set their hands and seals this 15<sup>th</sup>  
day of October, 2014.

  
Justin Thornton

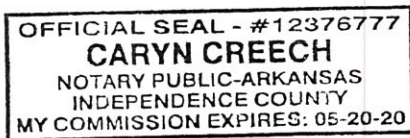
State of Arkansas  
County of Independence

On this the 15<sup>th</sup> day of October, 2014, before me,  
\_\_\_\_\_, the undersigned officer, personally appeared, Justin Thornton known  
to me to be the person whose names are subscribed to the within instrument and acknowledged  
that they executed the same for the purposes and consideration therein contained.

In witness whereof I hereunto set my hand and official seal.

  
Notary Public

My commission expires:





PROPERTY DESCRIPTION

A tract of land being a part of the SW 1/4, NW 1/4, Section 23, T 13 N, R 6 W, in the City of Batesville, Independence County, Arkansas, more particularly described as follows: Commencing at the northwest corner of said Section 23, 1415.28 feet; thence S 01°59'40" W, along the west line of said Section 23, 1415.28 feet; thence S 88°00'20" E, 479.48 feet to the east right of way line of Aberdeen Drive, the southwest corner of the Batesville School tract, and the point of beginning; thence S 13°52'32" E, 56.20 feet; thence S 88°00'20" E, 159.50 feet to the west right of way line of Lake Oak Drive; thence along said west right of way line, the west right of way line of Lake Oak Drive; along a curve to the left, said curve having a radius of 310.07 feet, an arc length of 218.90 feet and a long chord bearing and distance of S 27°53'32" W, 214.38 feet to the start of a cul-de-sac; thence along said right of way line and said cul-de-sac, and a curve to the left, said curve having a radius of 50.0 feet, an arc length of 264.66 feet, and a long chord bearing and distance of S 34°45'25" E, 47.50 feet; thence N 76°09'57" E, 20.86 feet to the east right of way line of said Lake Oak Drive, and the west line of the Eagle Mountain Property Owners Association tract; thence S 01°52'17" W, along said west line, 332.42 feet to the north line of the Highland Heights subdivision; thence along said north line the following: N 66°28'34" W, 75.07 feet; N 54°27'25" W, 96.20 feet; S 65°00'20" W, 49.43 feet; N 50°28'36" W, 73.36 feet; S 73°19'36" W, 88.62 feet; S 83°58'32" W, 84.23 feet to the east right of way line of Aberdeen Drive; thence along said east right of way line the following: N 04°14'37" W, 238.33 feet; along a curve to the left, said curve having a radius of 1680.74 feet, an arc length of 262.71 feet and a long chord bearing and distance of N 08°43'36" W, 262.44 feet to the point of beginning.

This tract contains 4.80 acres, more or less, and is subject to any and all easements.

GENERAL NOTES

1. All common lot lines to have a 5' utility easement on each side
2. According to the Federal Insurance Rate Map, (FIRM) no part of this tract lies within a designated 100 Year flood plain. FIRM 05063C0215D, dated March 17, 2010.

WOODBRIDGE POINTE	Date	7-04-20
	Job No.	EM-2014
	Sheet No.	
FINAL PLAT	Scale	1"=40'
DEVELOPER JOEY MARKOWSKI		

LAND SURVEYING SERVICES, INC.

165 EAST CHARLES STREET

BATESVILLE, ARKANSAS 72501

Telephone (870) 793-2310 Fax 793-9558



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