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Clark County, Arkansas
BRIAN S. DANIEL, Circuit Clerk
SANDRA
PAGES: 9
DEC REC. 55 00

Bill of Assurance

Declaration of Covenants, Conditions, and Restrictions of Northridge Estates Phase I- A Planned Development

Recitals

WHEREAS, GOOD OLE BOYS HOLDING CO LLC, an Arkansas limited liability corporation (referred to herein as "Developer"), is the owner of the following property:

Northridge Estates Phase I, Arkadelphia, Clark County Arkansas

LEGAL DESCRIPTION

PROPERTY DESCRIPTION AS SURVEYED SEE EXHIBIT "A"

WHEREAS, GOOD OLE BOYS HOLDING CO LLC, will establish and incorporate Northridge Estates Phase I Property Owners Association for the purpose of administering and enforcing the covenants and restrictions set forth in this Bill of Assurance and maintaining and preserving the common areas, roadways, and amenities in Northridge Estates Phase I, and such additional properties as may be dedicated by the Developer pursuant to the provisions of this Bill of Assurance until such time the City of Arkadelphia takes over responsibility for maintaining and preserving the above listed areas; and

WHEREAS, all owners of lots within Northridge Estates Phase I will be members of Northridge Estates Phase I Property Owners Association, as provided for herein; and

WHEREAS, it is deemed advisable that all of the property shown on the Plat be subdivided into building lots, tracts, and streets as shown on the Plat, and that said property be held, owned, and conveyed subject to this Bill of Assurance in order to enhance the value of Northridge Estates Phase I and such additional phases.

NOW THEREFORE, in consideration of the purpose herein stated owner does hereby designate said land above described as shown by said plat which is attached and to be forever known as Northridge Estates Phase I an addition to Arkadelphia, Clark County, Arkansas, and that hereafter any conveyance by owner of said land by lot shall forever be held to be a good and legal description and the streets on said plat in said addition are hereby dedicated a public streets for the use and benefit of the public as such. The use of the land in said addition is subject to following protective and restrictive covenants, which shall also be known as the "Bill of Assurance".

The filing of this Bill of Assurance and Plat for record in the office of the Circuit Clerk Ex-Officio Recorder of Clark County, Arkansas shall be a valid and complete delivery and dedication of the easements subject to the limitations herein set out.

Northridge Estates Phase I, Clark County, Arkansas, and any and every deed of conveyance of any lot in Northridge Estates Phase I describing the same by the lot number and block shown on said Plat shall always be deemed a sufficient description thereof.

The following words when used in this Bill of Assurance (unless the context shall indicate a contrary intention) shall have the following meanings:

(a) "Association" or "POA" shall mean and refer to Northridge Estates Phase I Property Owners Association, its successors, and assigns.

(b) "The Property" shall mean and refer to that property described above which is subject to this Bill of Assurance.

(c) "Common Areas" shall mean the parks, pedestrian paths, playgrounds, open spaces, and all other real property and improvements within Northridge Estates Phase I reserved by the Developer for the common use of the owners of real property in Northridge Estates Phase I, and the fixtures thereon and appurtenances thereof.

(d) "Drainage/Detention Areas" shall refer to easements or tracts designated for drainage or stormwater detention.

(e) "Site" or "Lot" shall mean and refer to any platted lot within the Property which may be purchased by any person or owned by the Developer.

(f) "Owner" shall mean and refer to the record owner, except Developer, whether one or more persons or entities, of a fee simple title to any Site or the holder of an equitable interest in any Site which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

(g) "Member" shall mean and refer to any Owner who by virtue of holding fee simple or equitable title to any Site is a Member of the Association. If any Owner holds title to more than one Site then the Owner shall hold memberships equal to the number of Sites owned.

(h) "ACC" shall mean Northridge Estates Phase I POA Architectural Control Committee appointed pursuant to Section 1 of Part C of this Bill of Assurance.

(i) "Board" shall mean the Board of Directors of the Association.

(j) "Original Developer" shall mean GOOD OLE BOYS HOLDING CO LLC, its successors and assigns.

(k) "Developer" shall mean GOOD OLE BOYS HOLDING CO LLC.

Part B. Protective and Restrictive Covenants- Bill of Assurance

1. **Use of Land and Building Type:** All lots herein platted shall be held, owned and used only for residential purposes. No building or structure in Phase I may ever be placed, erected, or used for business, professional, trade or commercial purposes. No business of any 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 construction phase. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, excluding basement area. Carports or single car garages are not allowed. All lots with structures must have at least a two-car garage. There may be only one residential dwelling unit on each individual lot and, in no event, shall there be any division or splitting of lots as lot splitting is expressly prohibited.

2. **Architectural Control:** No improvement shall be constructed or maintained upon any lot and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless approved by the Architectural Control Committee (referred to herein as "ACC"), as to the quality of workmanship and materials, harmony, and integrity of external grade elevation as well as the intended objectives of the ACC to achieve a subdivision that accomplishes the desired architectural design in the structures and subdivision aesthetics. The roof pitch of all structures shall be at least 10/12. All shingles must be at least 30 year architectural or lifetime. Metal roofed porches and metal roofed homes must be approved by the ACC prior to any installation. All above grade foundations shall be covered with brick or rock. Masonite is strictly prohibited in the construction of any structure. The term "structure" is defined to include any and all types of fences, antennas, basketball goals, swimming pools, and television satellite dishes, which in no event shall be placed in front of dwellings or be visible from the street. All satellite dishes and antennas must be approved by the ACC. Approval shall be provided in part C below. All gutters must be the "seamless" type, match the color of the house, and be shaped to be in contact with the fascia, soffit, and wells at all times. Any deviation from the above restrictions must be approved in writing by the ACC.

3. **Fencing Use and Type:** If any builder or homeowner wishes to erect a fence, wood privacy fences and/or black iron or aluminum shall be allowed. Also, if a privacy fence is erected, the finished face of the fence needs to be on side of adjoining neighbors. No fence shall extend forward from 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 15 feet behind the front property line. All perimeter boundaries may follow the lot line. All fencing so placed shall have the finished side face out unless the ACC allows otherwise. Any deviation from the above restrictions must be approved in writing by the ACC.

4. **Dwelling Cost, Quality, and Size:** The exterior shall be a brick masonry, stone veneer stucco, or hardy board, or approved by the ACC. There shall be no vinyl siding permitted on any structure of any nature. The minimum square footage of any home shall be at least 2,200 square feet of heated and cooled. The floor area of the main structure shall not be less than 1100 square feet for a dwelling of more than one story which with the second-floor area would provide a total floor area equal to or greater than 2,200 square feet heated and cooled space, exclusive of basements.

5. **Dwelling Location:** No dwelling should be located on any lot nearer to any street line than the minimum building set back lines as shown on the recorded plat. In any event, no dwelling shall be located on any lot nearer than 25 feet to a front lot line or nearer than 25 feet to the rear lot line. Further, no dwelling shall be located on any interior lot nearer than 10 feet to the interior lot line. Corner lots shall be set back 15 feet off the property line. For the purpose of this covenant, eaves, steps and open porches shall be considered as part of the dwelling.

6. **Easements:** Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The Developer reserves a right of way over all lots owned by the Developer to be used in connection with subsequent phases of Northridge Estates Phase I for purposes of ingress and egress. Such right of way shall be kept in repair by the Association and at all times shall be kept open for the use of the Developer and members of the Association. Such right of way shall run with the land and shall remain unencumbered upon the property herein agreed to be for the benefit of Northridge Estates Phase I.

7. **Nuisances:** No noxious or offensive activities shall be carried out upon any lot, nor shall anything be done or kept on any lot which may be or may become an annoyance or nuisance to the neighborhood or that may adversely affect the value of other dwellings.

8. **Temporary Structures:** No structures of a temporary character, motor home, trailer, travel trailer, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

9. **Out and Secondary Buildings:** Only one building for storage shall be permitted on any lot and no other buildings. The front of the building must match the material of the front of the dwelling unit. The remaining three sides may be a metal whose color coordinates or matches the material on the front of the structure. A detached garage is excluded as a building for storage as construed in this paragraph. Only one garage (attached or detached) shall be permitted on any lot. All outbuildings must be approved by ACC and may not be located on easements.

10. **Pool and Ponds:** Pools may only be installed by a person or entity licensed to install swimming pools. All swimming pools must either be in a fully fenced back yard or surrounded by a fully enclosed safety fence. Pool and Pond fences must be installed per Arkansas Fire Prevention Code Volume II Section 3109.4. Any construction of ponds or lakes must be approved by the ACC.

11. **Signs:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six (6) square feet OR signs used by a builder/developer or realtor to advertise the property during the construction and sales period. Any deviation from the above restrictions must be approved in writing by the ACC.

12. **Owner and Building/Contractor Responsibility:** Any property owner or building/contractor shall ensure that any contractor performing services for the property owner shall comply with the provisions of the Bill of Assurance and shall be responsible for the actions of the contractors to the contrary. No person shall damage in any way the utilities or street in any manner and any damage so inflicted shall become the responsibility of the person who created or caused the damage.

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 arid sanitary condition and not be permitted at any time or location which is visible from the front of the lot.

14. **Oil and Mining Operations:** No oil drilling, development operation, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained, permitted upon any lot.

15. **Water Supply:** No individual water supply systems, to include wells, towers, barrels, or other storage devices shall be permitted on any lot. All lots shall receive water service from the water servicing entity serving all other lots.

16. **Sewage Disposal:** No sewer system shall be allowed without approval of the Arkansas Health Department. No septic system is allowed. The only sewer system allowed is the City of Arkadelphia sewer system.

17. **Sight Line Restrictions:** No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways 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, within the triangle formed by tangents to the curve at its beginning and end, and a line connecting them at points 25

feet from their intersection. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. The same sight line limitations shall apply on any lot within fifteen feet of the intersection of the street property line with the edge of a driveway.

18. **Land Near Water Courses:** No building shall be placed, nor shall any material or refuse be placed or stored on any lot within twenty feet of the property line of any part or twenty-five feet from the edge of any water course, except that clean fill may be placed within twenty feet of the property line of any part, unless the property line is a water course then clean fill cannot be placed within twenty-five feet from the edge of said water course, and provided that the natural water course is not altered or blocked by such fill.

19. **Builders:** All buildings must be performed by competent builders and approved by the ACC. The committee reserves the right to submit for approval the name of any contractor selected by a property owner to an architect of the choosing of the ACC.

20. **Lot, Yard, and Home Maintenance:** All property owners, including builders, shall keep all ground and yards mowed, trimmed and clean, and all houses painted or stained. All lawnmowers, trash containers, ladders, children's toys, bicycles, exercise equipment and similar items must be stored where they are not visible from the street. Such as behind a wood privacy fence or inside garage. Each yard must have a minimum of 1000 yards of sod and one flower bed with landscaping at completion of construction of the dwelling unit.

21. **Completion of Construction:** Any dwelling must be completed in its entirety within a period of one (1) year from the date such construction is commenced.

22. **Commencement of Construction:** The owner reserves the option to repurchase any lot for the amount of the original purchase price if construction is not commenced within such period of time. This option shall be exercised in writing within a period of 30 days after the period.

23. **Motor Vehicle Parking:** Abandoned or unused motor vehicles shall not be parked or permitted to remain on a lot within the dedicated street. All vehicles must have a current registration and license. All vehicles, trailers, boats and other motorized equipment, along with implements and attachments for those vehicles and equipment, not parked on the driveway, must be stored in an enclosed garage or outbuilding. Only passenger cars, SUVs, vans, motorcycles, and pickup trucks may be parked on a driveway overnight. No parking allowed in the street.

24. **Minimum Floor Level Elevation:** The ACC reserves the right to prescribe a minimum floor elevation for any lot they deem such a minimum should be required.

25. **Exterior Lighting:** No night watch lights shall be permitted. All exterior lighting other than normal landscape lighting must be approved by the ACC.

26. **Property Owner Association:** At such time as a valid Property Owner Association is established in Northridge Estates Phase I the developer/owner shall deed to and otherwise turn over to and relinquish control of all "common areas" including "fence and sign easements" and "Detention Pond" within said subdivision plat and/or any subsequent phases which may be developed to the Property Owner Association. Until such time occurs, the developer/owner shall retain control of and maintenance of such areas.

27. **Driveways:** Driveways must be constructed as a concrete or asphalt driveways. Driveways are expressly prohibited from being dirt, gravel or any other material not expressly allowed in this provision.

Part C. Architectural Control Committee

1. **Formation and Purpose:** The owner will cause to be formed an Architectural Control Committee of two to seven persons for the purpose of reviewing all construction plans to assure aesthetic harmony and beauty within the subdivision of Northridge Estates Phase I. 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, change or alteration therein be made on the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the ACC as to the harmony of the external design and location in relation to surrounding structures and topography. In the event that any plans and specification for a period of 30 days following such submission such failure shall be deemed to be an approval by the committee for all purposes. The owner may elect to turn this function entirely over to the residents of the subdivision at such time as it sees fit. In all cases, the members of the committee shall in no event be held personally liable or responsible to any owner or third person in this addition for their actions or lack thereof.

Part D. NPDES Stormwater Discharge Permit

1. **Permit:** The purchaser of each lot acknowledges that Good Ole Boys Holding Co, LLC is the developer of the subdivision and therefore, holds NPDES Stormwater Discharge Permit for the entire development. Purchaser also acknowledges that he must receive an individual permit from the Arkansas Department of Environmental Quality before construction on said lot may begin and agrees that any violation to owner/ developer's existing permit after the date of purchase shall be the sole responsibility of purchaser. Purchaser further agrees to be responsible for any fines which may be assessed to owner/developer by reason of purchaser's actions.

Part E. General Provisions

1. **Term:** These covenants are to run with the land and shall be binding on phase 1 of Northridge Estates Phase I and all persons claiming under them.
2. **Enforcement:** Enforcement shall be by proceedings at law in equity against any person in violation or attempting to violate a covenant listed in this document either to restrain a violation, recover damages, or both.
3. **Severability:** Invalidation of any one of these covenants by judgements or court shall in no way affect any of the other provisions which shall remain in full force and affect.
4. **Amendments:** These restrictions and covenants may be amended at any time by a majority of the lot owner or owner including the developers. The majority of lots is calculated at being over 50% of the total number of lots.
5. **Conflicts:** if there is a conflict within different paragraphs of this document, within a single paragraph, or between this document and the plat, then the more restrictive language or interpretation will apply.

EXECUTED this 22nd day of Feb 2023

Good Ole Boys Holding Co LLC

By:

Kyle Smith
Kyle Smith, Managing Member

ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF Clark

On this day personally appeared before me the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, Kyle Smith, to me personally well known, who acknowledged that he was a Managing member of Good Ole Boys Holding Co, LLC, an Arkansas corporation and that as such officer, being authorized so to do, has executed the foregoing instrument for the consideration and purposes therein contained.

WITNESS my hand and official seal of such Notary Public on the 22nd day of Feb, 2023.

S. Roybal

Notary Public

My Commission Expires:

2031



EXHIBIT "A"

Attached property description as surveyed.

EXHIBIT "B"

1. The lands designated as residential on the Plat shall be forever known as:

Northridge Estates Phase I

2. Commercial Structures: Are prohibited, no exceptions.
3. POA Membership: Any lot or property owned by the Original Developer, any common areas and any tract or property owned by the Association shall be exempt from, and not subject to, any assessment or charge by the Association, and no such assessment shall be due and owing on any such exempt property or lot. All original developers of Northridge Estates Phase I Property Owners Association shall be exempt from being charged POA dues. At such time that ownership transfers from any original developer to a subsequent purchaser, the subsequent purchaser (regardless of a valid Residential Building Contractor's License) shall be responsible for POA dues. POA dues shall be imposed at the time of sale from an original developer to any other entity. Original developer that are exempt from POA dues under this Paragraph shall be members of Northridge Estates Phase I POA and shall be subject to any and all rules and regulations promulgated by Northridge Estates Phase I POA: provided, however, due to the fact that the original developers are exempt from paying dues to the POA, the original developers shall not possess voting rights, or any other right or privileges held by members of the POA, on any lots that the original developers are exempt from paying POA dues.

Easements

The Developer reserves a right of way over all lots owned by the Developer to be used in connection with subsequent phases of Northridge Estates Phase I for purposes of ingress and egress. Such right of way shall be kept in repair by the Association and at all times shall be kept open for the use of the Developer and members of the Association. Such right of way shall run with the land and shall remain unencumbered upon the property herein agreed to be for the benefit of Northridge Estates Phase I.

NORTHRIDGE ESTATES PHASE 1, LOTS 1-11, 80-88, 46-48

DESCRIPTION:

A PARCEL OF LAND BEING LOCATED IN THE NE/4 NW/4 AND NW/4 NE/4 AND SE/4 NW/4 OF SECTION 13, T7S, R20W, CLARK COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID NW/4 NE/4, A FOUND AXLE, AND THE POINT OF BEGINNING; THENCE SOUTH 88° 29'45" EAST ALONG THE NORTH LINE OF SAID NW/4 NE/4, A DISTANCE OF 120.48 FEET; THENCE SOUTH 30° 07'38" EAST, A DISTANCE OF 280.31 FEET; THENCE SOUTH 07° 20'47" WEST, A DISTANCE OF 95.61 FEET; THENCE SOUTH 22° 51'51" EAST, A DISTANCE OF 194.83 FEET; THENCE SOUTH 75° 23'53" WEST, A DISTANCE OF 405.32 FEET; THENCE NORTH 88° 38'09" WEST, A DISTANCE OF 599.43 FEET; THENCE SOUTH 02° 10'08" WEST, A DISTANCE OF 841.86 FEET; THENCE NORTH 87° 49'52" WEST, A DISTANCE OF 252.55 FEET; THENCE NORTH 78° 44'20" WEST, A DISTANCE OF 86.08 FEET; THENCE NORTH 87° 49'52" WEST, A DISTANCE OF 300.60 FEET; THENCE NORTH 02° 10'08" EAST, A DISTANCE OF 1443.75 FEET; THENCE SOUTH 88° 35'55" EAST, A DISTANCE OF 745.67 FEET; THENCE SOUTH 08° 06'02" WEST, A DISTANCE OF 119.76 FEET; THENCE SOUTH 88° 35'56" EAST, A DISTANCE OF 536.02 FEET; THENCE NORTH 08° 05'23" EAST, A DISTANCE OF 119.76 FEET TO THE POINT OF BEGINNING. CONTAINING 32.33 ACRES, MORE OR LESS.