

**WESTPOINTE NORTH  
PHASE I  
BILL OF ASSURANCE**

PART A. PREAMBLE.

WHEREAS, Westpointe North, L.L.C., is the owner of the following described land situated in Saline County, Arkansas, to-wit:

DESCRIPTION – PHASE 1

A PART OF THE SE ¼ OF THE SE ¼, SECTION 16, T – 1- S, R – 14- W, SALINE COUNTY ARKANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE ¼ - SE ¼, THEN S 89°56'12" W, ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 624.74' TO THE EAST LINE OF WESTPOINTE, PHASE 3, AN ADDITION TO THE CITY OF BRYANT, SALINE COUNTY, ARKANSAS: THEN N 1°03'14" E, ALONG THE EAST LINE OF SAID WESTPOINTE, PHASE 3, A DISTANCE OF 171.76'; THEN N 88°53'24" W, ALONG THE NORTH LINE OF SAID WESTPOINTE, PHASE 3, A DISTANCE OF 24.31' TO THE POINT OF BEGINNING; THEN CONTINUE N 88°53'24" W ALONG SAID NORTH LINE 100.58'; THEN N 89°05'54" W, ALONG THE NORTH LINE OF SAID WESTPOINTE, PHASE 3, A DISTANCE OF 60.37'; THEN CONTINUE ALONG SAID NORTH LINE N 88°55'53" W A DISTANCE OF 124.61'; THEN S 1°00'57" W ALONG THE WEST LINE OF LOT 52 OF SAID WESTPOINTE, PHASE 3, A DISTANCE OF 141.88'; THEN N 88°56'58" W, ALONG LOTS 97,98 AND 99 OF SAID WESTPOINTE, PHASE 3, A DISTANCE OF 398.35'; THEN N 1°33'12" E, ALONG WEST LINE OF SAID SE ¼ OF SE ¼ OF SE ¼, A DISTANCE OF 1297.07'; THEN N 89°11'32" E, ALONG THE NORTH LINE OF SAID SE ¼ OF SE ¼, A DISTANCE OF 386.14'; THEN S 0°48'28" W 127.00'; THEN S 89°11'32" E 82.23'; THEN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00', A CENTRAL ANGLE OF 83°55'10" A DISTANCE OF 36.62'; THEN S 84°55'45" E 60.03'; THEN ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00', A CENTRAL ANGLE OF 95°48'28" A DISTANCE OF 41.80'; THEN 89°11'32" E 51.31'; THEN S 00°45'18" E 142.47'; THEN S 89°11'32" E 142.30'; THEN S 89°11'32" E 80.02'; THEN S 0°31'09" E 178.40'; THEN S 16°42'25" E 60.31'; THEN S 0°00'00" E 105.67'; THEN S 14°45'06" W A DISTANCE OF 157.35' TO THE POINT OF BEGINNING. CONTAININ 17.97 ACRES, MORE OR LESS.

WHEREAS, it caused said land to be surveyed and plat thereof made dividing said land into lots and streets, as shown on said plat and showing the dimensions of each lot and the width of the streets as shown on said plat for the purpose of making said land an Addition know as Westpointe North, Phase I, an Addition to the City of Bryant, Saline County, Arkansas.

NOW THEREFORE, Westpointe North, L.L.C., in consideration for the purposes herein stated, does hereby designate said land above described as shown by said plat, which is hereto attached and made a part hereof as Westpointe North, Phase I, an Addition to the City of Bryant, Saline County, Arkansas, and that hereafter and conveyance by the owners of said land by lot number shall forever be held to be a good and legal description and the streets shown on said plat is said Addition are hereby

dedicated as public streets for the use and benefit of the public as such. The use of the land in said Addition being subject to the following Protective and Restrictive Covenants:

**PART B. AREA OF APPLICATION:**

**B-1 FULLY PROTECTED RESIDENTIAL AREA.** The residential area covenants in part C in their entirety shall apply to the entire Addition.

**PART C. RESEDENTIAL AREA COVENANTS:**

**C-1 LAND USE AND BUILDING.** No lot shall be used except for residential purposes. No business of any nature or kind shall at any time be conducted in any building located on any of said lots. Developer reserves the option to use one lot for the purpose of a Model Home/Sales Office. 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. No chain link fences shall be permitted on any lot in said Addition. All privacy fence posts shall be inside the fence. Enclosed garages are required. Signs advertising fence companies are prohibited.

**C-2 ARCHITECTURAL CONTROL.** No dwelling or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, including landscaping, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, and intended objectives of the Architectural Control Committee to achieve a subdivision that accomplishes the desired architectural design in the structure and subdivision ascetics. No fence or wall shall be erected, placed, or altered on any lot nearer than 25 feet to any street that the dwelling faces. If lot is located on a corner, no fence shall be placed nearer than 25 feet from either frontage. The term "structure" is defined to include any and all types of fences, antennas, decks, swimming pools, and television satellite dishes, which in no event shall be placed in front of dwellings. Each property owner requesting approval, shall submit a complete set of house plans and completed Material and Specification list to the Architectural Control Committee at least two weeks prior to the time approval is needed.

**C-3 DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than \$60.00 per square foot of heated space, based upon cost levels prevalent on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. In most cases the ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less that 2100 feet for a one-story dwelling. The ground floor area of the main structure shall be not less than 1400

square feet for a dwelling of more than one story which with the second story would provide a total heated and cooled area of at least 2100 square feet. Exceptions may be made by the Architectural Control Committee when deemed appropriate.

#### C-4 ARCHITECTURAL DESIGN VOCABULARY.

##### **a. Technique and Materials**

All buildings shall be clad in wood siding (clapboard or German siding), brick, exterior insulation finish system (Dryvit), or premium vinyl siding.

Above grade foundations shall be covered with brick. Where walls above the foundation are of other than brick a rowlock brick course or stone cap course is required at the differing material transition point.

Wood or vinyl siding shall terminate at corner board which shall not exceed 6" exposure. Corner board shall protrude between 3/4" and 1/2" from the wall surface.

Trim and shutters can be painted and contrasting color from the main body of the structure.

Exterior Insulation and Finish System (E.I.F.S. - Dryvit) shall be sand finish. Rustication points of minimum 3/4" V-shape are required to imply classical proportions and correct entablature.

Windows shall have a cast stone head and sill or brick soldier course at the head and rowlock course at the sill.

Exterior chimney shall be brick, E.I.F.S. or Hackett Stone. Chimneys shall extend a minimum of three (3) feet above any surface within ten (10) feet of other materials deemed satisfactory to the design by the Architectural Control Committee.

##### **b. Roofs**

Roofs may be front or side gabled, hipped or a combination thereof.

The principal pitch shall be not less than 8/12. The principal pitch may be 6/12 if there are overhanging eaves that have either exposed rafters or are bracketed. Roof pitches at porches may be 3/12 or greater.

A flat roof shall not be permitted except on the back or side elevation as a habitable deck enclosed by a balustrade with a minimum height of 3 feet.

Dormers may be hipped, pediment gabled or eyebrow. Roofs may be clad with slate, standing seam metal, concrete or clay tile, or fiberglass architectural shingles either GAF Slateline or Celotex shadow line.

Gutters shall be copper, painted galvanized steel, or painted aluminum. Fascia and soffits shall be painted wood or painted aluminum clad over wood.

### **c. Windows and doors**

All residences shall have their primary entrance on the street façade.

Garage doors may be overhead, sliding, or hinged-carriage doors.

Primary street façade windows shall be vertical in proportion.

Windows shall be single hung, double hung, or casement. Windows shall be wood, wood clad or approved vinyl.

Not more than three windows may be grouped together on the primary façade. Primary façade windows shall be a minimum of 24” from the corner.

### **d. Garages and Driveways**

Two and three car garages are permitted and will be accessed from the street; however, every effort must be made through site and architectural design to minimize the impact of the garage on the streetscape.

The preferred garage arrangement is one in which the garage is entered from the side. Front entry garages are permitted. Submit plans to the architectural control committee for approval.

### **e. Streetscape**

A minimum of 5 hardwood trees must be retained when excavating home site. In the event it is not possible to retain 5 hardwood trees approval to remove the required trees must be obtained by the Architectural Control Committee.

If trees are not retained it is required that 5 hardwood trees shall be planted by the property owner within 6 months after completion of construction.

Address blocks are required at mailbox, or on front of house.

Brick mailboxes are required.

Basketball goals may not be placed in front of the house. Basketball goals may be located behind an imaginary line extended from the midpoint of the garage, parallel with the street.

C-5 BUILDING LOCATION. No building shall be located on any lot, nearer to the side street line, than the minimum building set back lines as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to a front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line. For the purposes of this covenant, eaves, and steps shall not be considered as part of the building. No lot shall be subdivided and no more than one dwelling shall be permitted on any one lot.

C-6 LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot closer to the street than the minimum set back line as shown by said plat.

C-7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities, and construction repair and maintenance of adequate walls, roofs and eaves are reserved as shown on the recorded plat.

C-8. TEMPORARY STRUCTURES. No structures of a temporary character, motor home, 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. Developer may have a temporary construction and/or sales office.

C-9. OUT BUILDINGS. One building for storage shall be permitted, if approved by the Architectural Control Committee and shall conform to the same architectural design and construction of the dwelling. Shingle roofing and exterior finish system must be consistent with main dwelling on the lot. Above ground swimming pools are prohibited.

C-10. 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.

C-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 one square foot; one sign of not more than five square feet advertising the property for sale signs used by a builder to advertise the property during the construction and sales period.

C-12. OWNER RESPONSIBILITY. Any property owner shall insure that any contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance.

C-13. CONTRACTOR RESPONSIBILITY. No contractor shall damage in any way the utilities or streets in any manner.

C-14. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil 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 structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-15. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs and cats may be kept on any lot, provided that they are not kept, bred or maintained for any commercial purpose and provided that facilities for maintenance of same are approved by the Architectural Control Committee and that the keeping of same does not constitute a nuisance. Hunting Dogs are prohibited. No dog pens are permitted. A maximum of two cats and/or dogs is allowed. Dogs and cats must stay on homeowner's property unless restrained by a leash.

C-16. 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.

C-17. WATER SUPPLY. No individual water supply system shall be permitted on any lot. Same shall be served by the Municipal Water Works System of the City of Bryant, Saline County, Arkansas.

C-18. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot. Sewage connections must be made with the Municipal Sewage System of the City of Bryant, Saline County, Arkansas.

C-19. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any lot corner within the triangular area formed by the street property lines and the line connecting them at points 15 feet from the intersection of street right of way lines, or in the case of a rounded property corner; from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained a sufficient height to prevent obstruction of such sight lines.

C-20. LAND NEAR PARKS AND WATERCOURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 10 feet of the property line of any part or edge or any water course, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such fill. Exceptions may be allowed by the Architectural Control Committee.

C-21. BUILDERS. Competent builders must perform all building. Lot owners shall submit the name and qualifications of the builder selected to construct a dwelling, which must be approved by the Architectural Control Committee. The Architectural Control 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 Architectural Control Committee.

C-22. LOT, YARD, AND HOME MAINTENANCE. All property owners, after acquisition of lots in Westpointe North, shall solid sod all lawns between the front of each house and the street and shall keep all grounds and yards mowed, trimmed and clean. All areas of dwelling that are painted or stained shall be maintained in good conditions. Grassy areas of back yards shall be solid sod. No deviation from original plans shall be permitted without approval of the Architectural Control Committee.

C-23. COMMENCEMENT OF CONSTRUCTION. A property owner must start construction of an approved dwelling within a period of one (1) year from the date of purchase. Westpointe North, L.L.C., 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 thirty (30) days after the one (1) year period.

C-24. COMPLETION OF CONSTRUCTION. Any dwelling must be completed in its entirety within a periods of one (1) year from the date such construction is commenced.

C-25. MOTOR VEHICLE ENTRANCES AND DRIVES. Driveways shall be constructed only of concrete. Driveways and sidewalks to be constructed and finished by approved Professional Concrete Finisher. Sidewalks must be constructed by lot purchasers at the time of construction on lots as required by The City of Bryant, Arkansas. Sidewalks must be handicap accessible.

C-26. MOTOR VEHICLE PARKING. Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot or within the dedicated street. Boats, recreational vehicles and trailers cannot be parked at the front or side of any dwelling or in the dedicated street, and must be parked in the back of the dwelling behind privacy fencing. Such vehicles/trailers must be stored in a manner that can not be viewed from any angle at the street.

C-27. MINIMUM FLOOR LEVEL ELEVATION. The Architectural Control Committee reserves the right to prescribe the minimum floor elevation for lots.

C-28. EXTERIOR LIGHTING. The Architectural Control Committee must approve all exterior lighting.

C-29. MAINTENANCE OF GROUNDS. The developer shall maintain the entrance "right of ways," and all "common areas" for a period of thirty six (36) months from the date of the Subdivision's approval. After that time, it shall become the responsibility of the Property Owner's Association.

#### PART D. ARCHITECTURAL CONTROL COMMITTEE:

D-1. MEMBERSHIP. The Architectural Control Committee is appointed by The Westpointe North Development L.L.C.. The members of this committee shall in no event be personally liable or responsible to any owner in the addition for the actions or failure to act.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its' designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in the event no suit to enjoin the construction or compliance with these covenants has been commenced within 180 days after the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The Committee will, with Buyers' permission, and at the expense of the Buyer refer Buyer's plan to an architect for revisions and changes to comply with this Bill of Assurance.

PART E. GENERAL PROVISIONS:

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. After which time, said covenants shall be automatically extended for successive periods of ten (10) years. This Bill of Assurance may be amended from time to time by assent of the owners not less than 60% of the lots; provided that no amendment may alter or change the property rights, lot lines, and building restrictions of any lot owned by a transferee of the developer without the permission of that transferee, or his heirs and assigns.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

E-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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004

Westpointe North, L.L.C.

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Fred W. Hunt, Member/Date

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Robert N. Bonds, Member/Date

**ACKNOWLEDGEMENT**

STATE OF ARKANSAS     }

COUNTY OF PULASKI     }

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting Fred W. Hunt and Robert N. Bonds, to me well known as Partners/Members in Westpointe North, L.L.C., whose names are subscribed to the foregoing instrument of writing and each of them individually stated that they had executed the same for the consideration, uses and purposes therein mentioned and set forth in said capacities and for and on behalf and in the name of said L.L.C.

WITNESS my hand and seal as such Notary Public on this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Michelle Fitzpatrick –Notary Public

My Commission Expires January 11, 2013.