

BILL OF ASSURANCE
White Oak Manor Subdivision

Know all men by these presents:

That whereas, Fait Road Forty LLC., hereinafter referred to, as the "OWNER" is the owner of the following described land situated in the County of Saline, State of Arkansas, to wit:

PROPERTY DESCRIPTION AS SURVEYED AND ATTACHED HERETO AS EXHIBIT A.

NOW, Therefore, Witnessed:

The Owner has caused the said tract of land to be surveyed, and plat therefore made, which is attached hereto, showing the subdivision of said tract of land into lots and streets, and makes this Supplemental Bill of Assurance. The name White Oak Manor Subdivision will be submitted to the Saline County Office of Emergency Services. Any replat of this Subdivision shall be submitted to the Saline County Planning Board.

The lands embraced in said plat shall be known as White Oak Manor Subdivision, Saline County, Arkansas. The tracts are numbered 1 through 25 in the plat filed herewith, the size of lots designated as shown on said plat, and any and every deed of conveyance of any lot designated as shown on said plat, and any and every deed of conveyance of any lot in said Subdivision, described by lot number as shown on said plat, shall be held and determined as sufficient description for the conveyance thereof subject to the reservations, covenants, and restrictions as set forth in this document.

PROPERTY OWNERS ASSOCIATION

The establishment of a Property Owners Association ("POA") is not presently planned for the Subdivision. However, each lot owner in White Oak Manor acknowledges that one may be established in the future by a majority of owners of lots in the Subdivision (hereinafter "Lot Owners"), with one vote per lot owned, and in the event one is established, and annual or other assessments are levied thereunder, each Lot Owner in the Subdivision, by purchasing or otherwise owning a Lot in the Subdivision, agrees to and acknowledges that any such Subdivision Lot so owned shall be subject to such assessments when, in whatever amounts such association may determine, the same as if such association were established and assessments levied simultaneously with the platting of the Subdivision. In the even such an association is established, Saline County Property Owners' Multipurpose Improvement District No. 119 of Saline County, Arkansas may, but shall not be required to, convey and relinquish control over all or some of the "Common Areas" within the Subdivision or any subsequent phases, which may be developed.

The restrictions and covenants applicable to the lots, which run with the land, shall be and are as follows:

1. Land use and Building Type: All lots shall be used for residential purposes, no structure shall be erected, altered, placed, or permitted to remain on any lot other than the one detached, site built, single-family residence with a minimum heated floor area of 2,300 square feet for a single story. All detached structures must be architecturally similar to the residence and all residences and detached structures must be approved in writing by the Architectural Control Committee. No lot as shown on the attached plat shall be subdivided, but one or more continuous lots may be combined and utilized as a single plot. Garages and other buildings are permitted, but must be clearly incidental to residential use of said land, and shall be for the occupants only of the residence to which they are appurtenant. All foundations must be of block and fill or monolithic slab. Said single-family residences must be site built, and the heated space of such residence must not be less than 2,300 square feet for a single story. All structures must have at least 100% brick masonry, dryvit veneer, Hardie board or LP Smart side Paintable siding. All shingles used for roofing shall be architectural unless approved by the Architectural Control Committee. The Architectural Control Committee reserves the right to grant variances pertaining to paragraph #1 Land use Building Type. Any variance must be granted in writing.
 - 1A. In-Law Quarters: Are permitted but must architecturally conform to the residence. The maximum allowable Size is 25% of the residence or 1000 square feet, whichever is less.
2. Building Location: No residence, garage or outbuilding shall be located on any lot nearer to the side street line, than the minimum set back lines shown on the recorded plat. In any event, no residence, garage, or outbuilding shall be located on any lot nearer than 50 feet to the front line or nearer than 30 feet to any side street line. No residence, garage, or outbuilding shall be located nearer than 30 feet to an interior lot line or nearer than 25 feet to the rear lot line. No garage, shop, in-law's quarters, or additional outbuilding shall be located in front of the primary residence.
3. Easements: Easements for installation and maintenance of utilities, & drainage facilities. Said easements are subject to the reservations and conditions herein above and hereinafter mentioned.
4. Temporary Structures: No tent, shack, hutment or structure of a temporary character shall be erected, altered or permitted to remain on any lot; neither shall any garage, motor home, trailer, or outbuilding of any kind at any time be used to occupy as a residence, temporarily or permanently. All residential construction within the subdivision must be completed within a reasonable time from the beginning of construction. For purpose of this paragraph one (1) year is deemed to be such reasonable time.
5. Signs: No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than twelve square feet advertising the property for sale or

- signs used by a builder to advertise the property during the construction and sales period. Owner shall be allowed to place marketing signs on the property.
6. Fences: All fencing placed, erected, or altered on any lot must be constructed of stone, Black chain link, brick, wood picket, wood rail, or wrought iron. Wood Privacy (non-transparent) fencing will be allowed. All fences must be professionally installed, not to exceed a height of 4 feet on the front and 6 feet on the side and rear and will be subject to the approval of the Architectural Control Committee as to design, materials and appearance. The Architectural Control Committee reserves the right to grant variances pertaining to paragraph #6 fences. Any variances must be granted in writing.
 7. Owner Responsibility: Any property owner shall insure that any contractor performing services for the property owner shall comply with the provisions herein and governmental permitting.
 8. Contractor Responsibility: No contractor shall damage in any way the utilities or streets in any manner. Any such damages shall be repaired or replaced at the expense of the property owner for whom the contractor was employed or serving.
 9. 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.
 10. Motor Vehicle Entrances and Drives: Driveways shall be constructed only of approved concrete, asphalt or masonry. All driveway culverts must be a minimum of 18 inches in diameter and meet Saline County Road Department Standards. All Culverts must be installed and bedded in gravel prior to the commencement of any construction. See attached Exhibit "B" for driveway culvert installation requirements.
 11. Water Supply: No individual water supply systems shall be allowed. Each lot is required to connect to the public water system.
 12. Sewage Disposal: Each lot must have a State Health Department approved septic system design prior to any site excavation or construction of any dwelling. Home sites and driveways must be placed based on the approval primary and alternate septic system locations. Location of septic system sites must not be disturbed by removal of topsoil. LOT OWNERS SHALL NOT DEVIATE FROM APPROVED HEALTH DEPARTMENT SEPTIC SYSTEM DESIGNS.
 13. Lot, Yard and Home Maintenance: All property owners after acquisition of any lot shall keep all grounds and yards mowed, trimmed and clean. All houses, garages, and outbuildings must be properly maintained, painted and stained. No deviation from the original plans shall be permitted without written approval of the Architectural Control Committee.
 14. Completion of Construction: Any dwelling must be completed in its entirety within a period of (1) one year from date such construction is commenced. All dwellings must be 100% completed prior to any occupancy.
 15. 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 (site plan) have been submitted and approved by the Architectural Control Committee in writing. All plans and specifications must be submitted to the Architectural Control Committee. No duplications of the exterior of existing houses in the subdivision shall be permitted, unless approved by the Architectural Control Committee. The Architectural Control Committee reserves the right to grant variances. Any variance must be granted in writing.


16. Builder: No builder will be allowed to construct the homes within the subdivision without approval by the Architectural Control Committee.
17. Membership of the Architectural Control Committee: The Architectural Control committee is composed of a majority (51%) of Fait Road Forty, LLC. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The members of this committee shall in no event be personally liable or responsible to any owner in this Addition for their actions
18. General Restrictions:
 - A. No noxious or offensive activity of any kind shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No visible business or commercial use shall be carried on or permitted in any structure or in any portion of said subdivision.
 - B. No animals or livestock of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or household pets may be kept, provided they are fenced and maintained in a manner that is neither noxious, offensive nor a nuisance to the neighborhood.
 - C. No lot or easement shall be used or maintained as a dumping ground for rubbish, grass clippings, trash, garbage, or other waste. All rubbish, grass clippings, trash, garbage or other waste shall be kept only in sanitary conditions and out of site from the subdivision streets and roads until day of pickup by approved waste collectors. All incinerators or other equipment shall be kept in a clean and sanitary conditions and out of site from subdivision streets and roads. Such materials shall not be allowed to accumulate, and must be periodically removed from the premises to a landfill at intervals no less frequent than the schedule of commercial disposal services available to residents of the subdivision.
 - D. No lot in said subdivision shall be used for the purpose of parking commercial, industrial, or drilling equipment or inoperative automobiles or for the salvage or repair thereof. All automobiles and trucks garaged or kept in the subdivision shall be operable and currently licensed. Automobiles, including pick-up trucks are allowed to be kept on each lot for the Lot Owners and their resided, licensed children but not to exceed a total of 4 such vehicles for each lot. Boats, recreational vehicles, and trailers shall not be parked at the front of any dwelling or in the street and must be parked in back of the dwelling not visible from the street. Swimming pools shall not be placed in the front or side of any dwelling; they must be placed in back of dwelling, and placement must be approved by the Architectural Control Committee.
 - E. The Architectural Control Committee must approve the location, color, size, design, lettering, standards, brackets, name signs and all other aspects of all mail or newspaper delivery boxes prior to being placed on any lot or site. All letter and delivery boxes shall

be principally brick or stone so as to blend with the dwelling, unless otherwise approved by the Architectural Control Committee. Any boxes erected without the Architectural Control Committee permission shall be removed.

- F. No lot in said subdivision shall be used for the purpose of accessing an adjacent property outside the platted subdivision.

19. General Provisions:

- A. All persons, corporations or other lawful entities who now own or shall hereafter acquire any of the lots in this subdivision shall be deemed to have agreed and covenanted with the owners of all other lots in this subdivision to conform to and observe the restrictions, covenants, and stipulations contained herein for a period of twenty-five (25) years from the date these covenants are recorded, and after which time the Bill of Assurance shall be automatically extended for a successive periods of ten (10) years unless an instrument terminating the Bill of Assurance, signed by the then owners of seventy (75%) of the platted lots has been recorded prior to commencement of the ten (10) year plan. At any time, the owner or owners of seventy-five (75%) of area of the land herein before described may agree to amend or modify these covenants.
- B. The covenants, agreements, restrictions herein set forth shall run with the land for the time provided in A above and with the title to the lots in this subdivision, and bind all persons who now own or shall hereafter acquire any interest in said subdivision.
- C. The invalidation of any one of the covenants, restrictions, or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the provisions herein, which will remain in full force and affect. The undersigned, owners of all lots in subdivision, does hereby execute this Bill of Assurance for the purposes herein above stated.
20. Enforcement of Covenants: The Architectural Control Committee or Owner shall have the right to enforce the provisions herein. Enforcement shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenant to restrain violation or to recover damages.
21. Landscaping: A landscape plan must be submitted to the Architectural Control Committee with the submittal of house plans. Any future significant landscaping must be approved by the Architectural Control Committee.
22. Erosion Control: Each lot owner/builder is required to file an ADEQ permit (if required) and provide erosion control measures that are required by ADEQ.



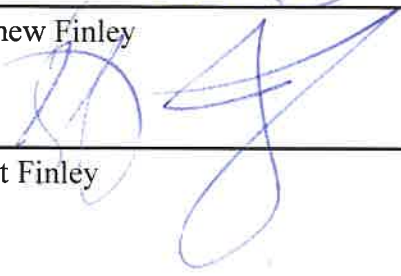
Bud Finley, managing member FFLP

5-7-21
Date



Matthew Finley

5/7/21
Date



Stuart Finley

5-7-21
Date

STATE OF ARKANSAS

COUNTY OF ~~SALINE~~ Pulaski

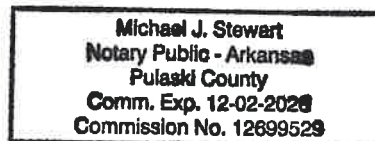
BE IT REMEMBERED that on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting,

to me well known as Grantors in the foregoing Deed, and stated that they had executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such notary public this 27th day of May, ~~2020~~ 2021



Notary



My commission expires: 12-2-2020