

ORDINANCE NO. 19,530

00000022



1 ORDINANCE TO ESTABLISH AND LAY OFF CITY OF LITTLE  
4 ROCK MUNICIPAL MULTIPURPOSE PROPERTY OWNERS'  
5 IMPROVEMENT DISTRICT NO. 26 (TAYLOR PARK PROJECT); AND  
6 FOR OTHER PURPOSES.

7  
8 WHEREAS, a petition to form the City of Little Rock Municipal Multipurpose  
9 Property Owners' Improvement District No. 26 (Taylor Park Project), has been filed  
10 with the Little Rock City Clerk, and

11 WHEREAS, the Mayor has set May 16, 2006, at 6:00 o'clock p.m. as the date and  
12 time for a hearing before the Little Rock Board of Directors for consideration of the  
13 petition, and

14 WHEREAS, the Little Rock Board of Directors has determined from an  
15 abstractor's certificate of property ownership that those signing the petition constitute  
16 all of the owners of the real property to be located in said district, and

17 WHEREAS, the Arkansas Municipal Property Owners' Multipurpose  
18 Improvement District law provides that if the governing body determines that all of the  
19 owners of the real property to be located in the district have petitioned for the  
20 improvements, it shall then be its duty by ordinance to establish and lay off the district  
21 as defined in the petition and to appoint the commissioners named in the petition.

22 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS  
23 OF THE CITY OF LITTLE ROCK, ARKANSAS:

24 Section 1. The real property described in Exhibit "A" attached hereto and made  
25 a part hereof is hereby established and laid off as City of Little Rock Municipal

[PAGE 1 OF 4]

1 Multipurpose Property Owners' Improvement District No. 26 (Taylor Park Project), for  
 2 the purpose of constructing, either within or without the boundaries of the District, if  
 3 the property within the District will be benefited thereby, a sewage collection system,  
 4 water distribution system, telephone service system, cable television service system,  
 5 cable television service system, electrical distribution system, natural gas distribution  
 6 system, a system of roads and streets, including sidewalks, curbs and gutters,  
 7 underground drainage system, a system of street lighting, retaining walls, and  
 8 landscaping, and all trenching, excavating, grading and all construction associated with  
 9 the installation of the above systems and for all purposes authorized by Ark. Code Ann.  
 10 Title 14, Chapter 94 and amendments thereto, and to any and all other acts which shall  
 11 be deemed necessary in order to purchase, construct, accept as a gift, operate and  
 12 maintain any and all improvements authorized therein.

13 **Section 2.** The following three individuals are hereby appointed as  
 14 commissioners of said improvement district: Billy C. Collins, Howard B. Holmes and  
 15 Scott M. Hurley.

16 **Section 3.** The name of the improvement district shall be City of Little Rock  
 17 Municipal Multipurpose Property Owners' Improvement District No. 26, (Taylor Park  
 18 Project).

19 **Section 4.** The Board of Directors hereby determines that there is a need for  
 20 additional infrastructure within the City and hereby determines that the passage of this  
 21 Ordinance will facilitate construction of additional infrastructure within the City;  
 22 therefore, an emergency is hereby declared to exist, and this Ordinance being necessary  
 23 for the public health, safety and welfare shall be in full force and effect from and after  
 24 its passage and approval.

25 **PASSED: May 16, 2006**

1 ATTEST:

2

3 *Nancy Wood*  
4 Nancy Wood, City Clerk

5

APPROVED:

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*Jim Dailey*  
Jim Dailey, Mayor

6 APPROVED AS TO LEGAL FORM:

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8 *Thomas M. Carpenter*  
9 Thomas M. Carpenter, City Attorney

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EXHIBIT "A"

Tract 8, Simpson Subdivision, Pulaski County, Arkansas, and the East 2/3 of Lot 12 and the East 1/2 of Lots 13 and 16 Asbury Acres, an addition to the City of Little Rock, Pulaski County, Arkansas, containing 12.8452 acres.

Less and Except Part of Tract 8, Simpson Subdivision, Pulaski County, Arkansas, and part of the East 2/3 of Lot 12, Asbury Acres, an addition to the City of Little Rock, Arkansas, more particularly described as follows:

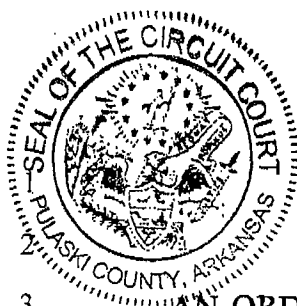
Commencing at the Southeast corner of said Lot 8, Simpson Subdivision; thence N 01°52'20" E along the East line of said Lot 8, 986.03 feet to a point of beginning; thence N87°50'07" W, 307.27 feet; thence N 01°49'07" E, 314.28 feet, to a point on the South right-of-way line of Kanis Road; thence S 88°04'48" E along said South right-of-way line, 146.62 feet; thence S 87°54'35" E continuing along said South right-of-way line, 164.95 feet to the Northeast corner of said Tract 8, Simpson Subdivision, thence S 01°52'20" W along the East line of said Tract 8, 315.00 feet to the point of beginning, containing 2.2209 acres more or less.

AND

Tracts 6 and 7, Simpson Subdivision of the NE 1/4 NW 1/4, of Section 8, T-1-N, R-13-W, Pulaski County, Arkansas, containing 9.7881 acres more or less.

Less and Except the North 315.00 feet thereof, containing 2.3778 acres.

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ORDINANCE NO. 19,530

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06/07/2006 12:45:43 PM  
Filed & Recorded in  
Official Records of  
PAT O'BRIEN  
PULASKI COUNTY  
CIRCUIT/COUNTY CLERK  
Fees \$17.00

00000082

3 AN ORDINANCE TO ESTABLISH AND LAY OFF CITY OF LITTLE  
4 ROCK MUNICIPAL MULTIPURPOSE PROPERTY OWNERS'  
5 IMPROVEMENT DISTRICT NO. 26 (TAYLOR PARK PROJECT); AND  
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19 **Section 4.** The Board of Directors hereby determines that there is a need for  
20 additional infrastructure within the City and hereby determines that the passage of this  
21 Ordinance will facilitate construction of additional infrastructure within the City;  
22 therefore, an emergency is hereby declared to exist, and this Ordinance being necessary  
23 for the public health, safety and welfare shall be in full force and effect from and after  
24 its passage and approval.

25 **PASSED: May 2, 2006**

[PAGE 2 OF 4]

1 ATTEST:

APPROVED:

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Nancy Wood  
Nancy Wood, City Clerk

Jim Dailey  
Jim Dailey, Mayor

7 APPROVED AS TO LEGAL FORM:

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Thomas M. Carpenter  
Thomas M. Carpenter, City Attorney

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AND

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1 Multipurpose Property Owners' Improvement District No. 27 (Taylor Park Recreational  
2 Facilities Project), for the purpose of constructing, either within or without the  
3 boundaries of the District, if the property within the District will be benefited thereby,  
4 the cost of construction of various improvements for recreational purposes, and all  
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10 commissioners of said improvement district: R. Graham Smith, Tom Holmes, and Eric  
11 L. Ward.

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21 **PASSED: May 16, 2006**

22 **ATTEST:**

**APPROVED:**

23

24 *Nancy Wood*  
25 Nancy Wood, City Clerk

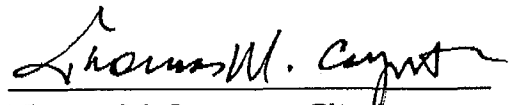
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Jim Dailey, Mayor

[PAGE 2 OF 4]

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Thomas M. Carpenter, City Attorney

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PAT O'BRIEN  
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ORDINANCE NO. 19,531

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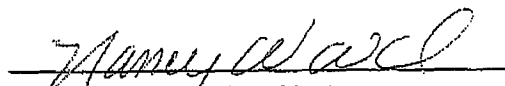
22 **ATTEST:**


**APPROVED:**

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Nancy Wood, City Clerk

  
Jim Dailey, Mayor

[PAGE 2 OF 4]

1 APPROVED AS TO LEGAL FORM:

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Thomas M. Carpenter, City Attorney

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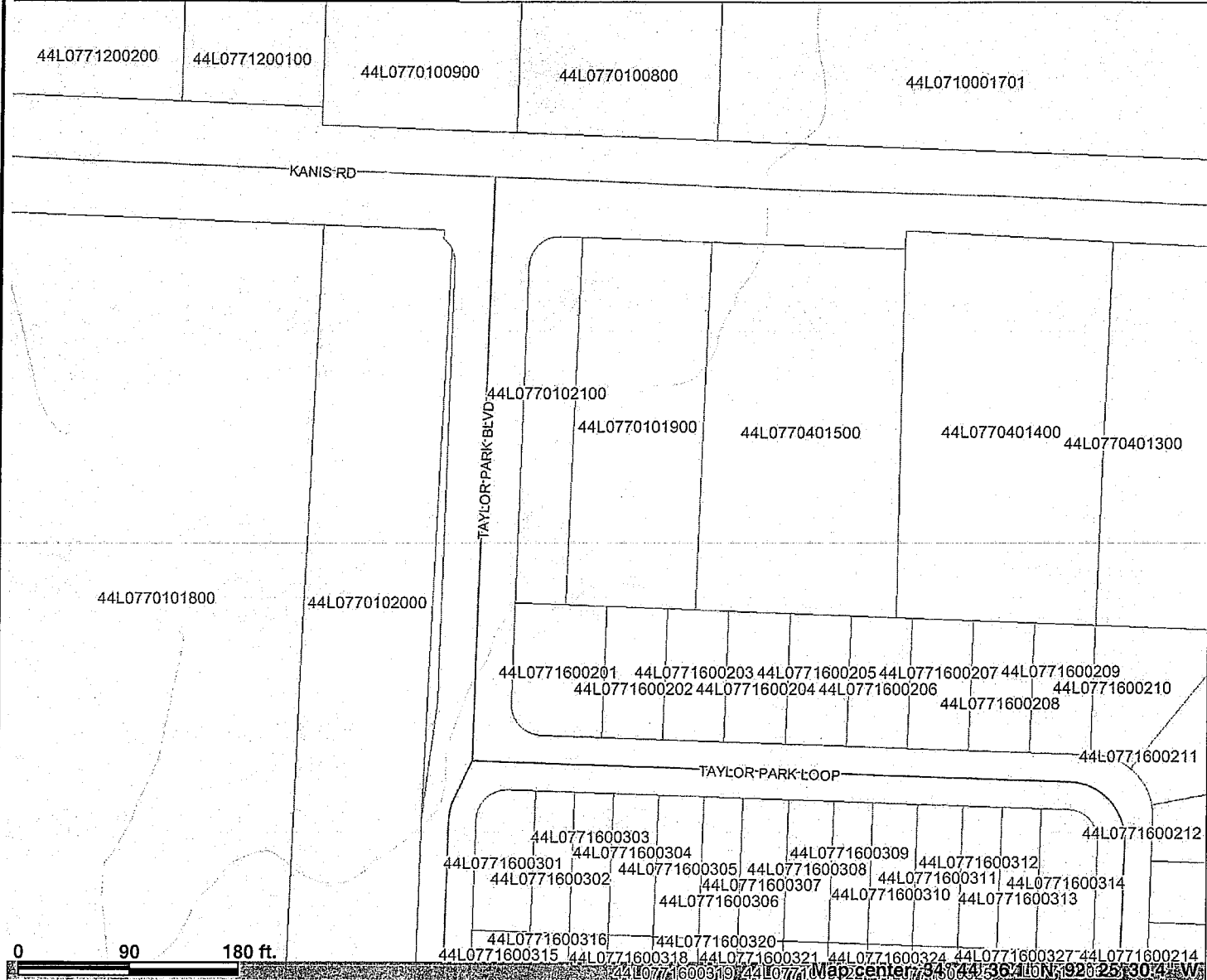
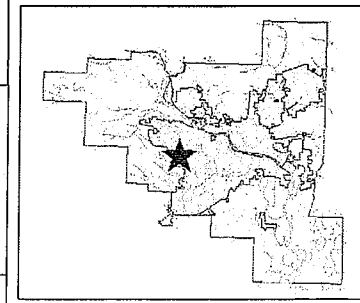
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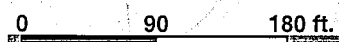




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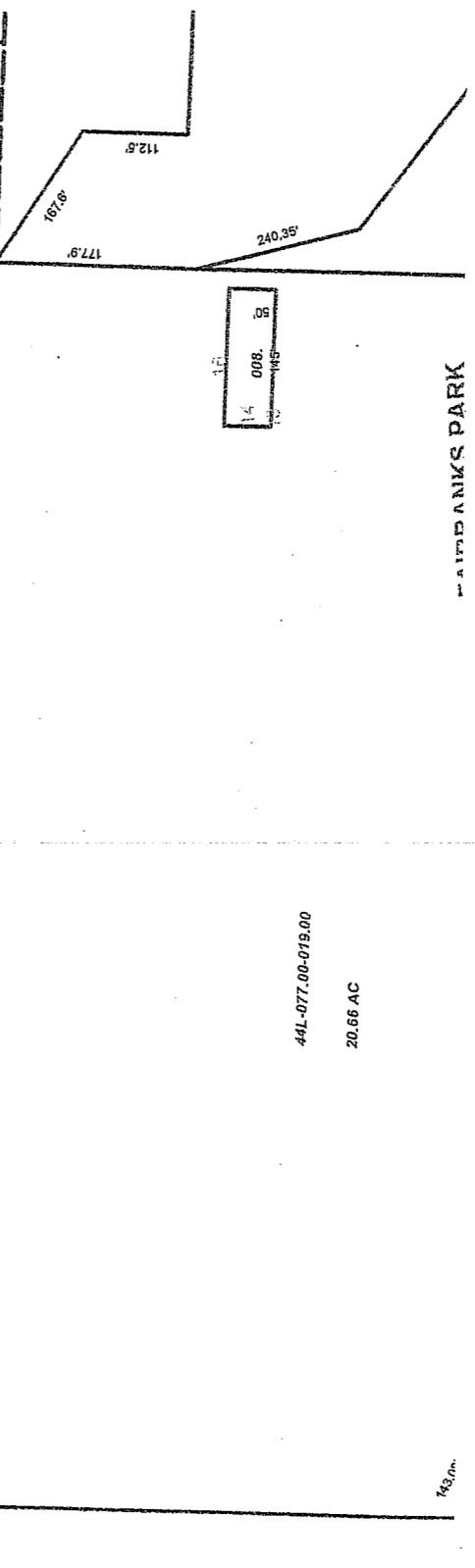
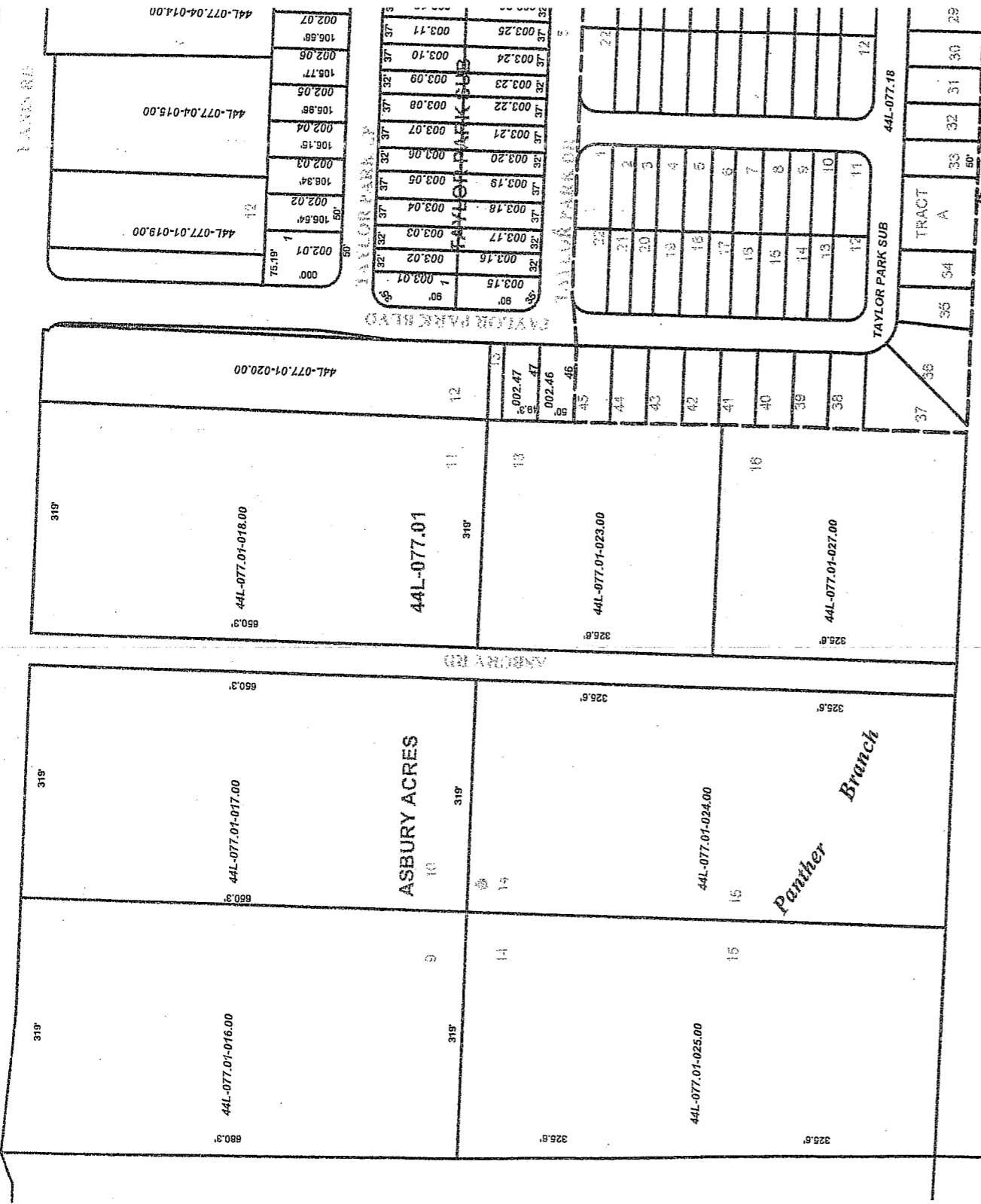
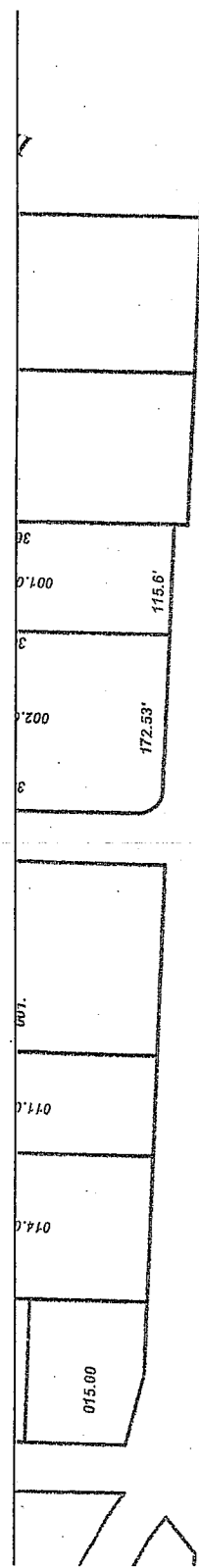
- Highways
- Major Roads
- Streets
- Parcels
- Stream Centerline
- Stream Edge
- Pulaski County Boundaries
- Cities
- Out of Area

Scale: 1:1,497



This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



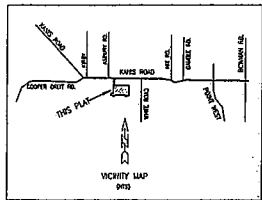


TAYLOR PARKS PARK

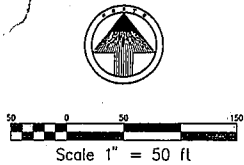
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**CERTIFICATE OF SURVEYING ACCURACY**

I, PAUL M. WHITE, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE OR VERIFIED BY ME. ALL MONUMENTS REQUIRED ACTUALLY EXIST AND ARE CORRECTLY SHOWN HEREON AND THAT ALL SURVEYING REQUIREMENTS OF THE LITTLE ROCK SUBDIVISION RULES AND REGULATIONS HAVE BEEN COMPLIED WITH.

DATE OF EXECUTION 8/20/06  
PAUL M. WHITE  
REGISTERED LAND SURVEYOR  
NO. 1201, ARKANSAS

**CERTIFICATE OF OWNER**

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE, SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAD OFF, PLATTED, AND SUBDIVIDED, AND DO HEREBY 'LAY OFF, PLAT, AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

DATE OF EXECUTION August 21, 2006  
TAYLOR PARK, LLC  
by GRAHAM SMITH  
13007 STACY LAKE  
LITTLE ROCK, AR 72211

O.R. \_\_\_\_\_ PAGE \_\_\_\_\_  
INSTRUMENT NO. 200509707  
200509709

**CERTIFICATE OF ENGINEERING ACCURACY**

I, TIMOTHY E. DETERS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A PLAN MADE BY ME, AND THAT THE ENGINEERING REQUIREMENTS OF THE LITTLE ROCK SUBDIVISION RULES AND REGULATIONS HAVE BEEN COMPLIED WITH.

DATE OF EXECUTION 8/20/06  
TIMOTHY E. DETERS  
REGISTERED PROFESSIONAL ENGINEER NO. 5033, ARKANSAS

**CERTIFICATE OF FINAL APPROVAL**

PURSUANT TO THE LITTLE ROCK SUBDIVISION RULES AND REGULATIONS, AND ALL OF THE CONDITIONS OF APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF SAID RULES AND REGULATIONS.

DATE OF EXECUTION 9/22/06  
LITTLE ROCK PLANNING COMMISSION

**CERTIFICATE OF RECORDING**

THIS DOCUMENT, NUMBER 200606222 FILED FOR RECORD 8-22, 2006, IN PLAT BOOK N PAGE 246

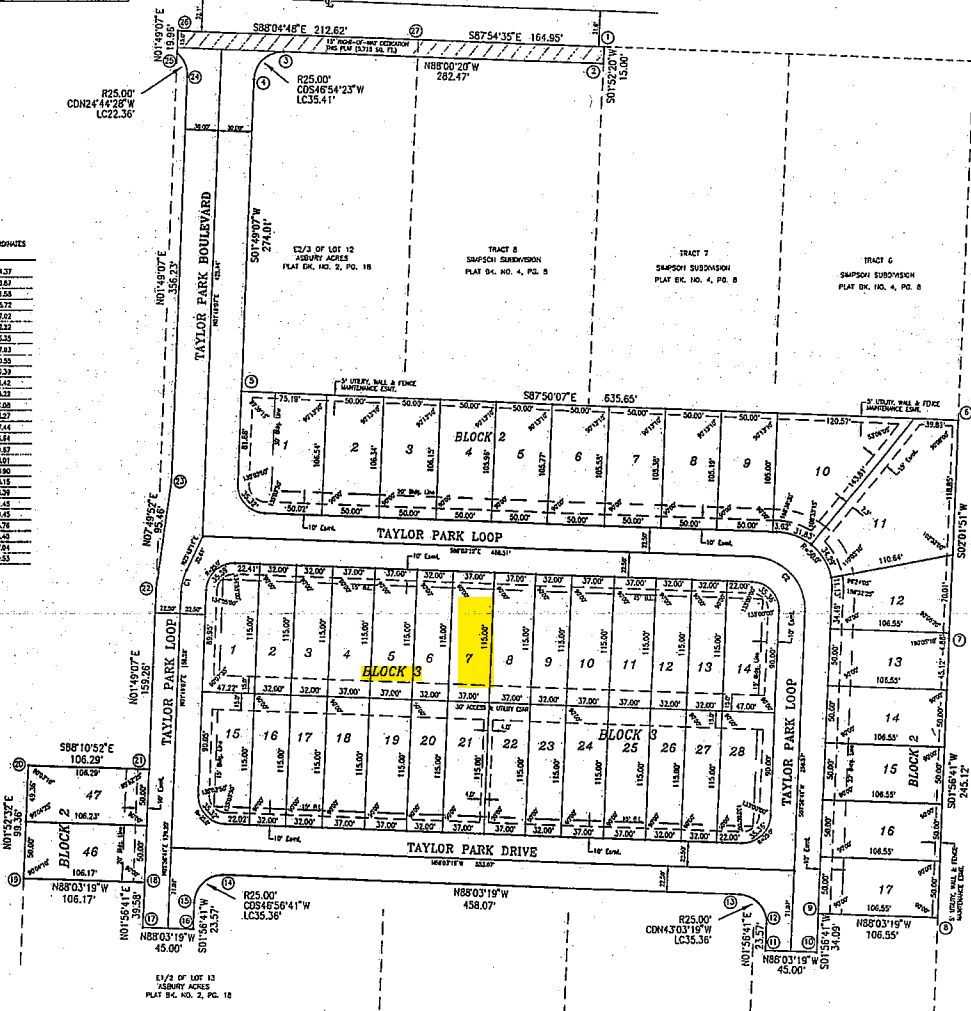
**TAYLOR PARK SUBDIVISION - PHASE I**  
PART OF TRACTS 6, 7 AND 8 OF SIMPSON SUBDIVISION, POLK COUNTY, ARKANSAS AND PART OF LOTS 12 AND 13 OF ASBURY ACRES, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 8, SIMPSON SUBDIVISION, THENCE S0175°21'W ALONG THE EAST LINE OF SAID TRACT 8, 184.00 FT.; THENCE N89°02'W, 282.47 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S46°52'W, 35.41 FT.; THENCE S01°49'W, 274.01 FT.; THENCE S87°40'W, 635.65 FT.; THENCE S20°15'W ALONG SAID EAST LINE, 193.75 FT.; THENCE S01°54'W, 106.55 FT. TO A POINT ON THE EAST LINE OF SAID TRACT 6, SIMPSON SUBDIVISION; THENCE S01°54'W, 34.09 FT.; THENCE N89°03'W, 45.00 FT.; THENCE N01°54'W, 23.57 FT.; THENCE WESTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N45°03'W, 33.36 FT.; THENCE N89°03'W, 45.07 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S46°52'W, 35.36 FT.; THENCE S01°54'W, 23.57 FT.; THENCE N89°03'W, 45.00 FT.; THENCE N01°54'W, 32.58 FT.; THENCE N89°03'W, 106.17 FT.; THENCE N01°54'W, 95.10 FT.; THENCE S87°40'W, 100.28 FT.; THENCE N01°49'W, 159.26 FT.; THENCE N01°49'W, 55.46 FT.; THENCE N01°49'W, 355.23 FT.; THENCE WESTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N42°44'W, 22.35 FT.; THENCE N01°49'W, 15.26 FT. TO A POINT ON THE NORTH LINE OF SAID LOT 12, ASBURY ACRES; THENCE S89°04'W ALONG SAID NORTH LINE, 212.62 FT. TO THE NORTHWEST CORNER OF SAID TRACT 8, SIMPSON SUBDIVISION; THENCE S87°40'W ALONG THE NORTH LINE OF SAID TRACT 8, 184.00 FT. TO THE POINT OF BEGINNING, CONTAINING 7.783 ACRES MORE OR LESS.

**GENERAL NOTES:**

- 1/2" RFB PINS WERE SET AT ALL LOT CORNERS
- ALL EASEMENTS SHOWN ===== ARE TO BE USED FOR SIDEWALKS, DRAINAGE AND UTILITIES.
- ALL LOTS HAVE AT LEAST A 10' EASEMENT ACROSS THE FRONT, ADJACENT TO STREET RIGHT-OF-WAY.
- LOTS WITH ROUNDED CORNERS ARE MEASURED TO A POINT OF INTERSECTION OF LOT LINES AND NOT POINTS ON A CURVE.
- DISTANCES SHOWN ALONG CURVES ARE CHORD DISTANCES.
- ERROR OF CLOSURE EXCEEDS 1:50,000
- NO PORTION OF THIS PROPERTY IS LOCATED WITHIN THE 100 YEAR FLOOD ELEVATION AS SHOWN ON THE FLOODWAY, FLOOD BOUNDARY AND FLOOD INSURANCE WORK MAP FOR POLK COUNTY, ARKANSAS.

ARKANSAS STATE PLATE COORDINATES NORTH ZONE

1	N 149735.32	E 1184842.27
2	N 149735.32	E 1184842.27
3	N 149735.32	E 1184842.27
4	N 149735.32	E 1184842.27
5	N 149735.32	E 1184842.27
6	N 149735.32	E 1184842.27
7	N 149735.32	E 1184842.27
8	N 149735.32	E 1184842.27
9	N 149735.32	E 1184842.27
10	N 149735.32	E 1184842.27
11	N 149735.32	E 1184842.27
12	N 149735.32	E 1184842.27
13	N 149735.32	E 1184842.27
14	N 149735.32	E 1184842.27
15	N 149735.32	E 1184842.27
16	N 149735.32	E 1184842.27
17	N 149735.32	E 1184842.27
18	N 149735.32	E 1184842.27
19	N 149735.32	E 1184842.27
20	N 149735.32	E 1184842.27
21	N 149735.32	E 1184842.27
22	N 149735.32	E 1184842.27
23	N 149735.32	E 1184842.27
24	N 149735.32	E 1184842.27
25	N 149735.32	E 1184842.27
26	N 149735.32	E 1184842.27
27	N 149735.32	E 1184842.27
28	N 149735.32	E 1184842.27
29	N 149735.32	E 1184842.27
30	N 149735.32	E 1184842.27
31	N 149735.32	E 1184842.27
32	N 149735.32	E 1184842.27
33	N 149735.32	E 1184842.27
34	N 149735.32	E 1184842.27
35	N 149735.32	E 1184842.27
36	N 149735.32	E 1184842.27
37	N 149735.32	E 1184842.27
38	N 149735.32	E 1184842.27
39	N 149735.32	E 1184842.27
40	N 149735.32	E 1184842.27
41	N 149735.32	E 1184842.27
42	N 149735.32	E 1184842.27
43	N 149735.32	E 1184842.27
44	N 149735.32	E 1184842.27
45	N 149735.32	E 1184842.27
46	N 149735.32	E 1184842.27
47	N 149735.32	E 1184842.27



**CENTRAL CURVE DATA**

CURVE	LENGTH	DETA	WANGEN	ARCUS
CL	52.86'	2754°04'	10.58'	50.00'
CL	74.61'	90°00'00"	47.50'	47.50'

PLAT OF  
 LOTS 1-17, BLOCK 2  
 LOTS 46-47, BLOCK 2  
 LOTS 1-28, BLOCK 3  
 TAYLOR PARK SUBDIVISION  
 AN ADDITION TO THE CITY OF  
 LITTLE ROCK, ARKANSAS

JULY, 2006  
 200606222  
 H814

WHITE-DETERS & ASSOCIATES, INC.  
 504 CENTRAL LANE PLANNING & DEVELOPMENT, INC.  
 1000 ARCADE DRIVE, LITTLE ROCK, ARKANSAS 72201

680.3' 44L-077.01-016.00

680.3' 44L-077.01-017.00

680.3' 44L-077.01-018.00

44L-077.01-020.00

44L-077.01-021.00

44L-077.01-019.00

SNELL ADDN  
44L-077.09

007.00

008.00

006.00

SIMPSON SUB  
44L-077.04-003.00  
44L-077.04

003.0128

44L-077.04-004.00

44L-077.04-005.00

44L-077.04-001.00

ASBURY ACRES

44L-077.01

319'

9

10

319'

11

319'

12

12

12

44L-077.04-015.00

44L-077.04-014.00

44L-077.04-013.00

44L-077.04-011.00

44L-077.04-012.00

44L-077.04-010.00

WHITE RD

325.6'

14

14

325.6'

13

13

13

325.6'

44L-077.01-023.00

44L-077.01-022.00

44L-077.01-022.00

44L-077.01-025.00

44L-077.01-024.00

15

15

325.6'

16

16

16

325.6'

44L-077.01-027.00

44L-077.01-026.00

Panther Branch

8

7

6

5

165'

165'

165'

2

1

655.7'

44L-077.00-025.00  
3700-04  
2.51 AC

513.5'

513'

217.8'

026.00

3780-00

1.09 AC

217.8'

236.8'

036.

236.79'

035.

236.76'

034.

236.74'

155.25'

028.

027.

026.

024.

85.01'

029.

030.

031.

032.

033.

110.41'

029.

030.

031.

032.

033.

115'

031.

032.

033.

034.

037.

44L-077.00-019.00  
3500-00  
20.66 AC

14 008.50  
13 145'

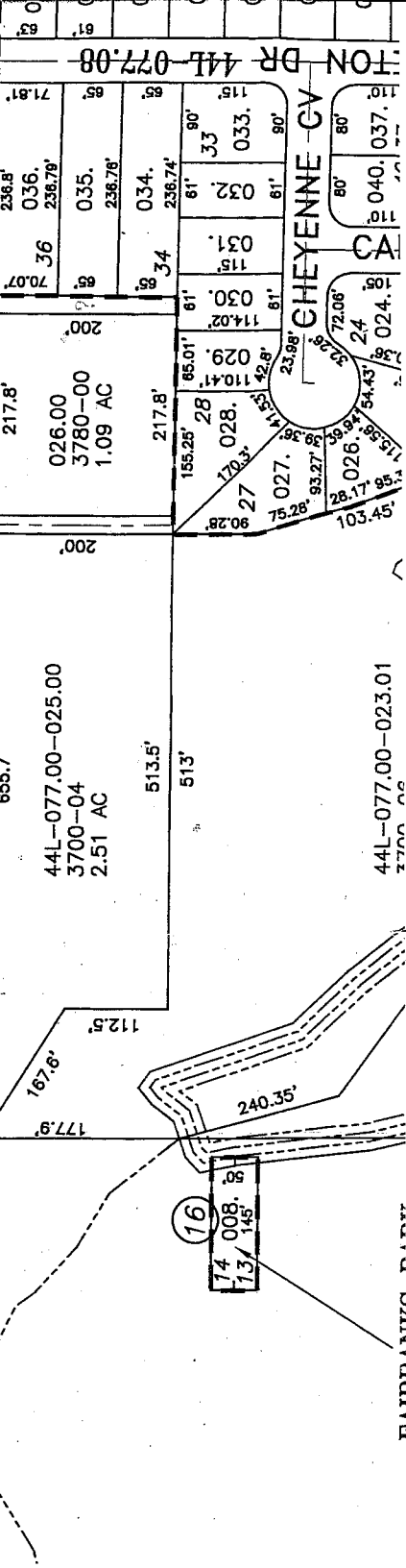
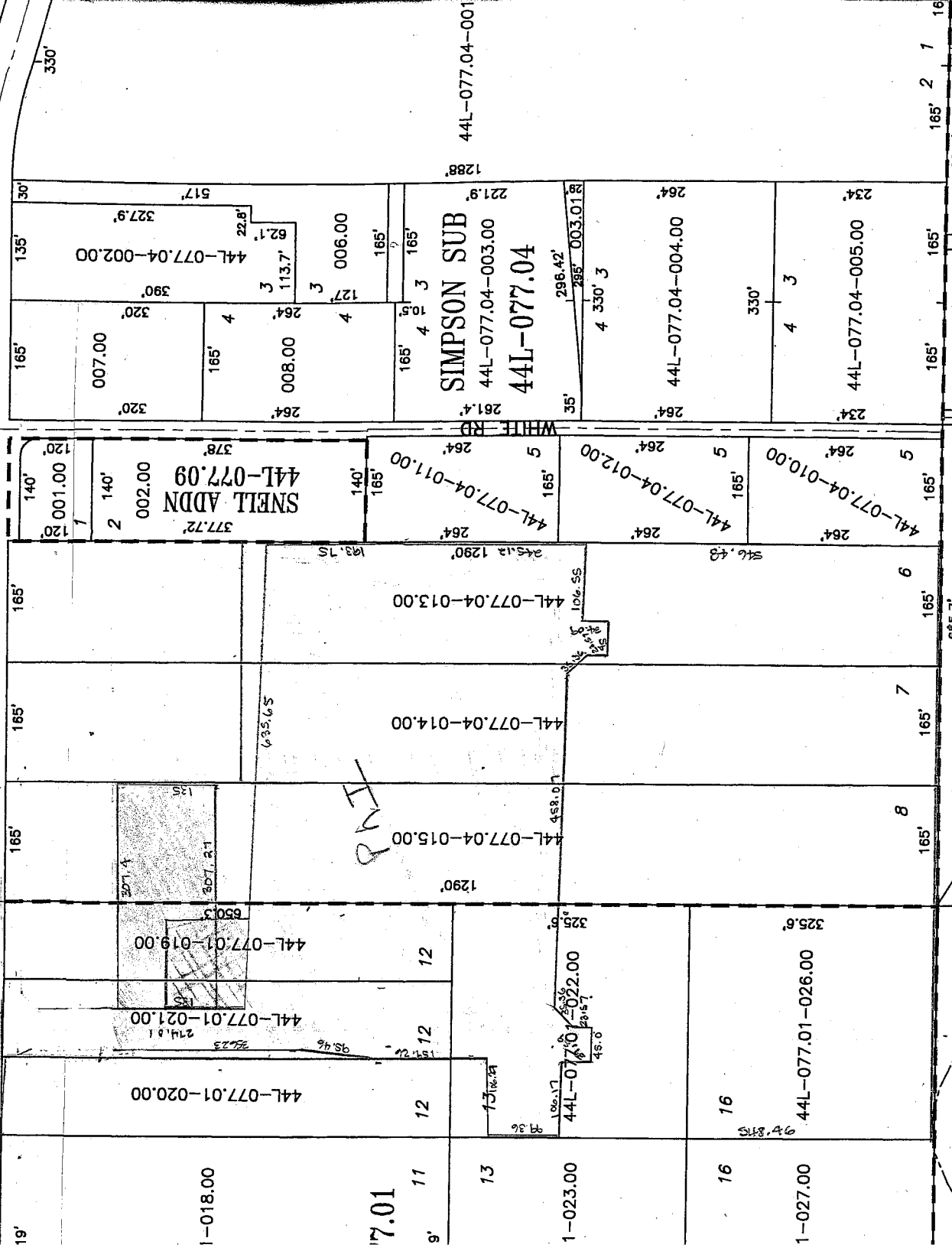
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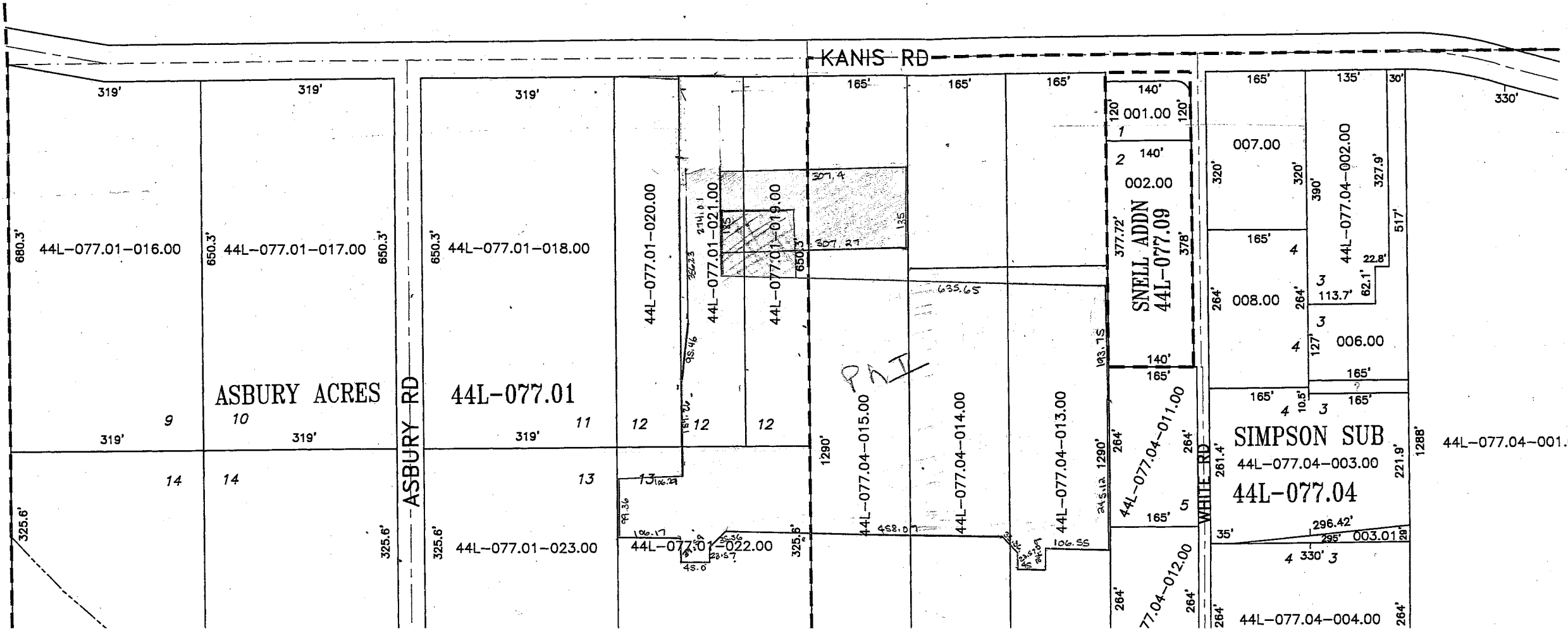
TON DR 44L-077.08

CHEYENNE CV

CA

KANIS RD





KANIS RD

ASBURY RD

WHITE RD

ASBURY ACRES

SIMPSON SUB

SNELL ADDN

44L-077.01

44L-077.04

680.3' 319' 44L-077.01-016.00

680.3' 319' 44L-077.01-017.00

680.3' 319' 44L-077.01-018.00

44L-077.01-020.00  
44L-077.01-021.00  
44L-077.01-019.00

165' 165' 165'

140' 120' 120'  
1 001.00  
2 140'  
002.00  
377.72'  
SNELL ADDN  
44L-077.09  
378'

165' 135' 30'  
007.00  
320' 320'  
390'  
44L-077.04-002.00  
327.9'  
22.8'  
113.7'  
62.1'

319' 9 319'

319' 10 319'

319' 11 12 12

1290' 44L-077.04-015.00  
44L-077.04-014.00

44L-077.04-013.00

140' 165' 165'  
143.75'  
44L-077.04-011.00  
264' 264' 264'

264' 165' 165'  
008.00  
4 264'  
127'  
006.00  
165'

325.6' 319' 14

325.6' 319' 14

325.6' 44L-077.01-023.00

44L-077.04-022.00  
44L-077.04-021.00  
44L-077.04-020.00  
44L-077.04-019.00  
44L-077.04-018.00  
44L-077.04-017.00  
44L-077.04-016.00  
44L-077.04-015.00  
44L-077.04-014.00  
44L-077.04-013.00  
44L-077.04-012.00  
44L-077.04-011.00  
44L-077.04-010.00  
44L-077.04-009.00  
44L-077.04-008.00  
44L-077.04-007.00  
44L-077.04-006.00  
44L-077.04-005.00  
44L-077.04-004.00  
44L-077.04-003.00  
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44L-077.04-001.00

1290' 44L-077.04-015.00  
44L-077.04-014.00

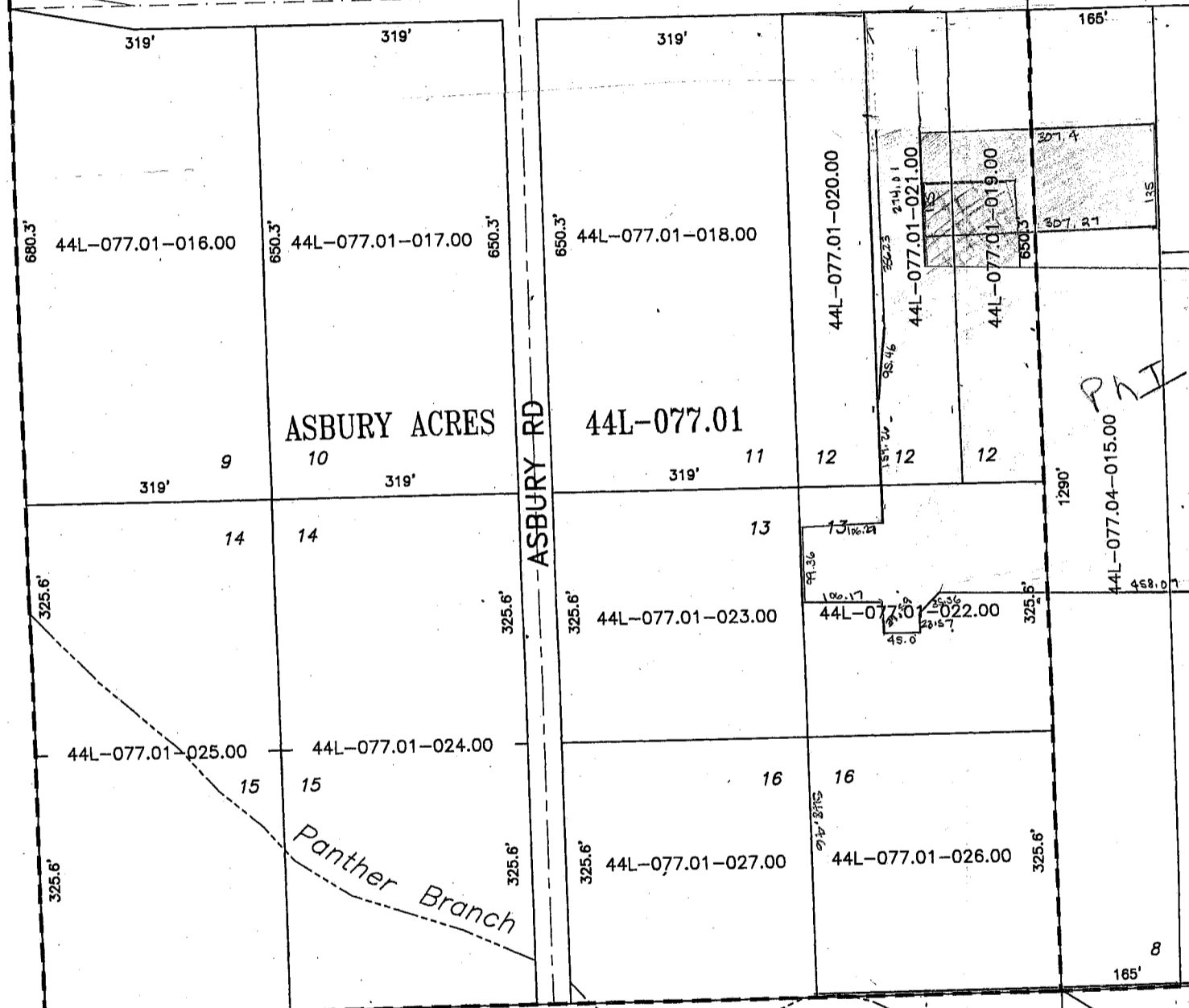
44L-077.04-013.00  
44L-077.04-012.00  
44L-077.04-011.00

261.4' 261.4' 261.4'  
35' 296.42'  
295'  
003.01'  
4 330' 3  
44L-077.04-004.00  
264'

44L-077.04-001.00



KANIS RD-



44L-077.00-019.00  
 3500-00  
 20.66 AC

16  
 14 008.50  
 13 145.50

ROADWAY DRIVE



200606222  
06/22/2006 01:02:37 PM  
Filed & Recorded in  
Official Records of  
PAT O'BRIEN  
PULASKI COUNTY  
CIRCUIT/COUNTY CLERK  
Fees \$44.00

**BILL OF ASSURANCE  
TAYLOR PARK SUBDIVISION**

H 814

**PART A. PREAMBLE**

WHEREAS, Taylor Park, LLC is the Owner, by virtue of deed records filed in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, of the following land situated in Pulaski County, Arkansas, to wit:

A PART OF TRACTS 6, 7 AND 8, SIMPSON SUBDIVISION, PULASKI COUNTY, ARKANSAS, AND PART OF THE EAST 2/3 OF LOT 12 AND THE EAST 1/2 OF LOTS 13 AND 16 ASBURY ACRES, AN ADDITION TO THE CITY OF LITTLE ROCK, PULASKI COUNTY, ARKANSAS, ALL BEING IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 8 TOWNSHIP 1 NORTH, RANGE 13 WEST MORE FULLY DESCRIBED AS FOLLOWS: Beginning at the Northeast corner of said Tract 8, Simpson Subdivision; thence S01°52'20"W along the East line of said Tract 8, 15.00 feet; thence N88°00'20"W 282.47 feet thence Southwesterly along the arc of a 25.00 feet radius curve to the left, a chord bearing and distance of S46°54'23"W, 35.41 feet; thence S01°49'07"W 274.01 feet; thence S87°50'07"E 635.65 feet to a point on the East line of said Tract 6, Simpson Subdivision; thence S02°01'51"W along said East line 193.75 feet; thence S01°56'41"W continuing along said East line, 245.12 feet; thence N88°03'19"W 106.55 feet; thence S01°56'41"W 34.09 feet; thence N88°03'19"W 45.00 feet; thence N01°56'41"E 23.57 feet; thence Northwesterly along the arc of a 25.00 feet radius curve to the left, a chord bearing and distance of N43°03'19"W 35.36 feet; thence N88°03'19"W 458.07 feet; thence Southwesterly along the arc of a 25.00 feet radius curve to the left, a chord bearing and distance of S46°56'41"W 35.36 feet; thence S01°56'41"W 23.57 feet; thence N88°03'19"W 45.00 feet; thence N01°56'41"E 39.59 feet; thence N88°03'19"W 106.17 feet; thence N01°52'32"E 99.36 feet; thence S88°10'52"E 106.29 feet; thence N01°49'07"E 159.26 feet; thence N07°49'52"E 95.46 feet; thence N01°49'07"E 356.23 feet; thence Northwesterly along the arc of a 25.00 feet radius curve to the left, a chord bearing and distance of N24°44'28"W 22.36 feet; thence N01°49'07"E 19.96 feet to a point on the North line of said Lot 12, Asbury Acres; thence S88°04'48"E along said North line, 212.62 feet to the Northwest corner of said Tract 8, Simpson Subdivision; thence S87°54'35"E along the North line of said Tract 8, 164.95 feet to the Point of Beginning, containing 7.7935 acres more or less.

Simpson SD  
4-8

Asbury Acres  
2-18

WHEREAS, Owner has caused said land to be surveyed and a plat thereof made, dividing said land into lots as shown on said plat and showing the dimensions of each lot and the width of the streets, said property to be known as known as TAYLOR PARK SUBDIVISION, to the City of Little Rock, Pulaski County, Arkansas.

WHEREAS, the Pulaski County Real Estate Assessor and Office of Emergency Services have approved said Subdivision and road names.

NOW THEREFORE, Taylor Park, LLC in consideration of the purposes herein stated, does hereby designate said land and make part hereof to be known as TAYLOR PARK SUBDIVISION, to the City of Little Rock, Pulaski County, Arkansas, and that hereafter any conveyance by the Owners of said land by lot number shall forever be held to be good and legal description and the streets shown on said plat in said Subdivision are hereby and will become a public road to be accepted by the City of Little Rock for maintenance. Taylor Park, LLC will establish the TAYLOR PARK Property Owner's Association for the purpose of maintaining and ownership of common areas and appurtenants belonging thereto. The use of the land in said Subdivision 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 Subdivision.

#### **PART C: RESIDENTIAL AREA COVENANTS:**

**C-1 LAND USE AND BUILDING TYPE.** 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 the lots. No building shall be erected, altered, placed or allowed to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height, excluding basement area. No lot can be subdivided for any purpose without the prior approval from the City of Little Rock Planning Board and the consent of 51% of the voting members of the Property Owners Associations.

**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 the setbacks as shown on the Plat. The term structure is defined to include any and all types of fences, antennas, decks, permanent basketball goals, swimming pools and television satellite dishes, which in no event shall be placed in front of dwellings. Each property owner requesting approval shall submit to the Architectural Control Committee at least two weeks prior to the time approval is needed, a complete set of house plans and completed material and specifications list. Approval shall be provided in Part D.

**C-3. DWELLING COST, QUALITY AND SIZE.** Each dwelling must be at least 1200 square feet for one level dwellings and at least 1500 square feet for two level dwellings. 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 for the minimum permitted dwelling size. Each dwelling shall have a minimum of a two car garage. No open carports are allowed. No manufactured houses are allowed, site built homes only.

**C-4. 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. 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-5 BUILDING REQUIRMENTS.** All buildings shall have 8/12 pitch roofs. Roofs shall feature only Architectural Shingles and shall be of the same color and type throughout. Outside construction may be brick, rock, stucco or dryvit with all walls being constructed with the same material. All homes shall have a minimum of 9 feet ceilings on the first floor and shall have a minimum 2 car garage, which garage shall be constructed with the same material as the dwelling. No chain link fences shall be allowed, all fences shall be of a wood type approved by the Architectural Control Committee. For homes located on the outer perimeter of said subdivision, a 6 foot wood fence is required and shall be approved by the Architectural Control Committee. All buildings shall have gutters on both the front and the back of the home. Vinyl may be used on windows and door facings, dormers and soffit and shall be approved by the Architectural Control Committee. Homes that are built with a common wall, also known as party wall, are equally responsible for the maintenance and care of said wall.

**C-6 SIDEWALKS.** It shall be the responsibility of all owners of lots to construct a four foot wide side walk where required approximately 18 inches from the back of curb along all street frontage in complicate with all requirements of the Americans With Disabilities Act (ADA) and any requirement of the City of Little Rock. The Developer shall install all curb ramps to ADA requirements as shown on the sidewalk plan approved by the City. Architectural control may waive or modify this requirement as necessary to comply with the overall development plan of the neighborhood.

**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 recorded plat.

**C-8. NUISANCES.** No noxious or offensive trade or activities shall be carried on, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

**C-9. TEMPORARY STRUCTURES.** No structure of a temporary character, basement, tent, shack, garage, barn or other out building shall be used on any tract at any time as a residence either temporarily or permanently; except that the developer may have a temporary construction and/or sales office.

**C-10 OUT BUILDINGS.** One outbuilding for storage shall be permitted, if design and location is approved by the Architectural Control Committee and shall conform to the same architectural design and construction of the dwelling. Outbuilding must be hidden from the front road and behind a privacy fence. Above ground swimming pools are prohibited.

**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 or rent or any signs used by a builder to advertise the property during the construction and sales period.

**C-12. OWNER RESPONSIBILITY.** All property owners 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 manor.

**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 designated 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 may be raised, bred or kept on any tract, except that dogs or 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.

**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. There shall be no burning of trash, rubbish, leaves or yard waste.

**C-17 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 which 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 line 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 pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**C-18. LOT, YARD AND HOME MAINTENANCE.** All property owners, after acquisition of any lot, shall keep all grounds and yards mowed, trimmed and clean. All yards must be fully sodded and shall have sprinkler systems installed. No yard art, yard ornaments, sculptures permitted without the approval of the ACC. All houses shall be painted and stained and must have landscaping beds in the front. No deviation from the original plans shall be permitted without approval of the Architectural Control Committee.

**C-19 COMMENCEMENT OF CONSTRUCTION.** A property owner must start construction of an approved dwelling within a period of one (1) year from date of purchase. The developer 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-20 COMPLETION OF CONSTRUCTION.** Any dwelling must be completed in its entirety within a period of one year from date such construction is commenced.

**C-21 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 back of the dwelling. Owners or permanent residents are prohibited from parking in the street. There shall be no non-functioning vehicles kept on the lot or in view of the public. There shall be no repair work done outside of the garage.

**C-22. MINIMUM FLOOR LEVEL ELEVATIONS.** The Architectural Control Committee reserves the right to prescribe the minimum floor elevations for lots. All homes shall have a minimum floor elevation of one foot above the back of the curb unless waived in writing by the Architectural Control Committee.

**PART D. ARCHITECTURAL CONTROL COMMITTEE:**

**D-1 MEMBERSHIP.** The Architectural Control Committee shall be composed of the Commissioners of the Little Rock Municipal Multipurpose Property Owner's Improvement District No. 27. 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. Neither the members of the committee nor its designated representative shall be entitled to any compensation for there services performed pursuant to this covenant.

**D-2 PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be in writing and in the form hereto attached marked Exhibit "A" which, when executed, should be retained by the owner/builder as proof of the Committee's approval. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specification 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 will not be required and the related covenants shall be deemed to have been fully complied with.

**PART E. PROPERTY OWNERS ASSOCIATION**

**E-1 MEMBERSHIP.** The Property Owners Association will be composed of all owner or owners of a lot in said subdivision. The Association will have the right to charge reasonable fees for maintenance of the subdivision. A majority of the Association will be needed to amend any agreement or By-Laws that are set forth by this Association. The Association will forever be known as the Taylor Park Property Owners Association and shall be bound by its By-Laws, and these covenants. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment. The Commissioners of the Little Rock Municipal Multipurpose Property Owner's Improvement District No. 27 shall serve as the Board of Directors of the Taylor Park Property Owners Association.

**E-2 VOTING RIGHTS.**

**SECTION 1:** The Association shall have two classes of voting membership:

**Class A:** Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each tract owned, which may be voted at such time as all tracts are sold by the Declarant. When more than one person holds an interest in any tract, all such persons shall be members. The vote for such tract shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Tract.

**Class B:** The Class B member(s) shall be the Declarant and shall be entitled to ten votes per tract owned. The Class B membership shall cease on the happening of the following events.

- (a) when all tracts are sold by declarant.

### **E-3. COVENANT FOR MAINTENANCE ASSESSMENT**

**SECTION 1: PROCEDURE.** The Association's approval or disapproval is required in these covenants shall be in writing, and in the form which when executed must be recorded. Each owner/owners of a lot which is subject to assessment as set forth in PART E.

**SECTION 2: CREATION OF THE LIEN, PERSONAL OBLIGATION OF ASSESSMENT AND MAINTENANCE ASSESSMENTS.** The declarant, for each lot owned within the subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, annual assessments or charges, such assessments to be established and collected as set forth in the By-Laws and Developer's Agreement. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**SECTION 3: PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used for the operation, maintenance, and improvements of amenities within the subdivision in a manner determined by the association membership.

**SECTION 4: ASSESSMENTS.** Annual assessments will be set by 2/3 of the members of the association at a called meeting for that purpose. Notification of any meeting will be in written form and shall be sent to all members at least a 30 days prior to the schedule time and date of said meeting. Annual assessments must be fixed at a uniform rate of all lots and may be collected on a monthly basis. Assessments will become due the 1<sup>st</sup> day of the month following the meeting in which assessments are approved or the 1<sup>st</sup> day of the month following the conveyance of the lot to the new owner or as set forth by the membership.

**SECTION 5: NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3.** Written Notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 10 days in advance of the meeting. At the first such meeting called, the presence of member or proxies entitled to cast 60% of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the preceding meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than



60 days following the preceding meeting. Each tract as conveyed by Declarant shall have one vote.

**SECTION 6: UNIFORM RATE OF ASSESSMENT.** Both annual and special assessments must be fixed at a uniform rate and may be collect on a semi-annual or annual basis.

**SECTION 7: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.**  
Due Dates: The annual assessments provided for herein shall commence on a future date agreed upon by the Association. The members shall fix the amount of the annual assessment against each tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified tract have been paid. A properly executed certificate of the Association as to the status of assessments is binding upon the Association as of the date of its issuance.

**SECTION 8: EFFECT OF NONPAYMENT OF ASSESSMENTS.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten per cent per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

**SECTION 9: SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereon.

**SECTION 10: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.**  
In addition to the annual assessments authorized above, the members may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**PART F. GENERAL PROVISIONS:**

F-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 years from the date these covenants are recorded after which time, said covenants shall be automatically

extended for successive period of ten years, subject to the express provision that these covenants may be amended at any time after the date of execution hereby by an instrument signed by the members of the Architectural Control Committee and the owner or owners of a majority of the lots herein platted.

F-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 violations or to recover damages.

F-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.

**PART G. SPECIAL IMPROVEMENT DISTRICTS**

G-1. It is agreed and understood that all lots in this subdivision are part of the Little Rock Municipal Property Owners Multipurpose Improvement District No. 26- Taylor Park Project and the Little Rock Municipal Property Owners Multipurpose Improvement District No. 27- Taylor Park Recreational Facilities Project and **SUBJECT TO A SPECIAL TAX ASSESSMENT TO REPAY THE DISTRICT DEBT.**

IN WITNESS WHEREOF, the name of Owner is hereby affixed by its Members this 21<sup>st</sup> day of August, 2006.

Reviewed only for inclusion of minimum standards required by the City of Little Rock subdivision regulations. Bill of Assurance provisions established by the developer may exceed minimum regulations of the Little Rock subdivision and zoning ordinances.

TAYLOR PARK, LLC  
BY: Graham Smith  
GRAHAM SMITH, MEMBER

8/22/06  
City of Little Rock Planning Commission

**ACKNOWLEDGEMENT**

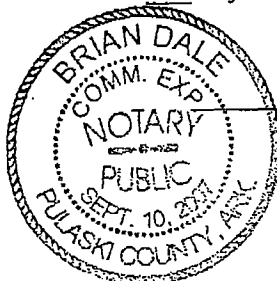
STATE OF ARKANSAS )  
)ss  
COUNTY OF SALINE )

On this day appeared before me, a Notary Public, Graham Smith, known to me to be the Member of Taylor Park, LLC and acknowledged that he was authorized to execute the foregoing on its behalf and that he had executed same for the consideration and purpose therein mentions and set forth.

WITNESS my hand and seal this 21<sup>st</sup> day of August, 2006.

My commission expires

Sept 10, 2007



Brian Dale  
Notary Public

TAYLOR PARK SUBDIVISION BASE FILE PLAT H-814

PLAT H-814

BILL OF ASSURANCE DOCUMENT NO. 2006066222 CORRECTED AS DOCUMENT NO. 2006068273

COVERS:

LOTS 1-17 BLOCK 2  
LOTS 46-47 BLOCK 2  
LOTS 1-28 BLOCK 3

TAYLOR PARK SUBDIVISION TO THE CITY OF LITTLE ROCK, PULASKI COUNTY, ARKANSAS.

VESTING:

WARRANTY DEED 2005099017 AND 2005099019 TAYLOR PARK LLC  
WARRANTY DEED 2006072161 GRAHAM SMITH CONSTRUCTION, LLC (NO LEGAL SHOWN ON THIS DEED, BUT TAX PARCELS ARE SHOWN)

*Corr @  
2006072161  
LT 7 Block 2*

DEVELOPMENT MORTGAGES:

DOCUMENT NO. 2005099020 CORRECTED AS DOCUMENT NO. 2005109320 IN FAVOR OF REGIONS BANK \$3,055,840.00  
DOCUMENT NO. 2007026164 IN FAVOR OF REGIONS BANK \$525,000.00

*REL 2007080593*

TAX PARCELS:

44L0770401300  
44L0770401400  
44L0770401500  
44L0770102100  
44L0770101900  
44L0770102200

LITTLE ROCK SANITARY SEWER SYSTEM

TAYLOR PARK PROPERTY OWNERS ASSOCIATION - ANNUAL MEMBERSHIP DUES (UNPAID ASSESSMENTS WILL BECOME A LIEN ON THE PROPERTY.)

*COLLECT \$637.00 beginning 2009*

CITY OF LITTLE ROCK MUNICIPAL MULTIPURPOSE PROPERTY OWNERS IMPROVEMENT DISTRICT NO. 26 (TAYLOR PARK PROJECT) ESTABLISHED BY ORDINANCE NO. 19,530 RECORDED AS DOCUMENT NO. 2006036521 AND AS DOCUMENT NO. 2006043841, RECORDS OF PULASKI COUNTY, ARKANSAS.

*COLLECT \$720.00 beginning 2009*

CITY OF LITTLE ROCK MUNICIPAL MULTIPURPOSE PROPERTY OWNERS IMPROVEMENT DISTRICT NO. 27 (TAYLOR PARK PROJECT) ESTABLISHED BY ORDINANCE NO. 19,531 RECORDED AS DOCUMENT NO. 2006036522 AND AS DOCUMENT NO. 2006043842, RECORDS OF PULASKI COUNTY, ARKANSAS.

*30 yr. search for base in Ph II file.*



2006062223  
08/29/2006 01:03:17 PM  
Filed & Recorded in  
Official Records of  
PAT O'BRIEN  
PULASKI COUNTY  
CIRCUIT/COUNTY CLERK  
Fees \$44.65

00000717

**BILL OF ASSURANCE  
TAYLOR PARK SUBDIVISION**

2006068273  
08/29/2006 02:16:05 PM  
Filed & Recorded in  
Official Records of  
PAT O'BRIEN  
PULASKI COUNTY  
CIRCUIT/COUNTY CLERK  
Fees \$44.00

*H-814*

**PART A. PREAMBLE**

\*Re-recording Bill of Assurance to remove Lot 16, Asbury Acres from the legal description.

WHEREAS, Taylor Park, LLC is the Owner, by virtue of deed records filed in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, of the following land situated in Pulaski County, Arkansas, to wit:

A PART OF TRACTS 6, 7 AND 8, SIMPSON SUBDIVISION, PULASKI COUNTY, ARKANSAS, AND PART OF THE EAST 2\3 OF LOT 12 AND THE EAST 1\2 OF LOTS 13 ~~AND 14~~ ASBURY ACRES, AN ADDITION TO THE CITY OF LITTLE ROCK, PULASKI COUNTY, ARKANSAS, ALL BEING IN THE NORTHEAST ¼ OF THE NORTHWEST ¼ SECTION 8 TOWNSHIP 1 NORTH, RANGE 13 WEST MORE FULLY DESCRIBED AS FOLLOWS: Beginning at the Northeast corner of said Tract 8, Simpson Subdivision; thence S01°52'20"W along the East line of said Tract 8, 15.00 feet; thence N88°00'20"W 282.47 feet thence Southwesterly along the arc of a 25.00 feet radius curve to the left, a chord bearing and distance of S46°54'23"W, 35.41 feet; thence S01°49'07"W 274.01 feet; thence S87°50'07"E 635.65 feet to a point on the East line of said Tract 6, Simpson Subdivision; thence S02°01'51"W along said East line 193.75 feet; thence S01°56'41"W continuing along said East line, 245.12 feet; thence N88°03'19"W 106.55 feet; thence S01°56'41"W 34.09 feet; thence N88°03'19"W 45.00 feet; thence N01°56'41"E 23.57 feet; thence Northwesterly along the arc of a 25.00 feet radius curve to the left, a chord bearing and distance of N43°03'19"W 35.36 feet; thence N88°03'19"W 458.07 feet; thence Southwesterly along the arc of a 25.00 feet radius curve to the left, a chord bearing and distance of S46°56'41"W 35.36 feet; thence S01°56'41"W 23.57 feet; thence N88°03'19"W 45.00 feet; thence N01°56'41"E 39.59 feet; thence N88°03'19"W 106.17 feet; thence N01°52'32"E 99.36 feet; thence S88°10'52"E 106.29 feet; thence N01°49'07"E 159.26 feet; thence N07°49'52"E 95.46 feet; thence N01°49'07"E 356.23 feet; thence Northwesterly along the arc of a 25.00 feet radius curve to the left, a chord bearing and distance of N24°44'28"W 22.36 feet; thence N01°49'07"E 19.96 feet to a point on the North line of said Lot 12, Asbury Acres; thence S88°04'48"E along said North line, 212.62 feet to the Northwest corner of said Tract 8, Simpson Subdivision; thence S87°54'35"E along the North line of said Tract 8, 164.95 feet to the Point of Beginning, containing 7.7935 acres more or less.

WHEREAS, Owner has caused said land to be surveyed and a plat thereof made, dividing said land into lots as shown on said plat and showing the dimensions of each lot and the width of the streets, said property to be known as known as TAYLOR PARK SUBDIVISION, to the City of Little Rock, Pulaski County, Arkansas.

WHEREAS, the Pulaski County Real Estate Assessor and Office of Emergency Services have approved said Subdivision and road names.

NOW THEREFORE, Taylor Park, LLC in consideration of the purposes herein stated, does hereby designate said land and make part hereof to be known as TAYLOR PARK SUBDIVISION, to the City of Little Rock, Pulaski County, Arkansas, and that hereafter any conveyance by the Owners of said land by lot number shall forever be held to be good and legal description and the streets shown on said plat in said Subdivision are hereby and will become a public road to be accepted by the City of Little Rock for maintenance. Taylor Park, LLC will establish the TAYLOR PARK Property Owner's Association for the purpose of maintaining and ownership of common areas and appurtenants belonging thereto. The use of the land in said Subdivision 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 Subdivision.

#### **PART C: RESIDENTIAL AREA COVENANTS:**

**C-1 LAND USE AND BUILDING TYPE.** 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 the lots. No building shall be erected, altered, placed or allowed to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height, excluding basement area. No lot can be subdivided for any purpose without the prior approval from the City of Little Rock Planning Board and the consent of 51% of the voting members of the Property Owners Associations.

**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 the setbacks as shown on the Plat. The term structure is defined to include any and all types of fences, antennas, decks, permanent basketball goals, swimming pools and television satellite dishes, which in no event shall be placed in front of dwellings. Each property owner requesting approval shall submit to the Architectural Control Committee at least two weeks prior to the time approval is needed, a complete set of house plans and completed material and specifications list. Approval shall be provided in Part D.

**C-3. DWELLING COST, QUALITY AND SIZE.** Each dwelling must be at least 1200 square feet for one level dwellings and at least 1500 square feet for two level dwellings. 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 for the minimum permitted dwelling size. Each dwelling shall have a minimum of a two car garage. No open carports are allowed. No manufactured houses are allowed, site built homes only.

**C-4. 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. 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-5 BUILDING REQUIRMENTS.** All buildings shall have 8/12 pitch roofs. Roofs shall feature only Architectural Shingles and shall be of the same color and type throughout. Outside construction may be brick, rock, stucco or dryvit with all walls being constructed with the same material. All homes shall have a minimum of 9 feet ceilings on the first floor and shall have a minimum 2 car garage, which garage shall be constructed with the same material as the dwelling. No chain link fences shall be allowed, all fences shall be of a wood type approved by the Architectural Control Committee. For homes located on the outer perimeter of said subdivision, a 6 foot wood fence is required and shall be approved by the Architectural Control Committee. All buildings shall have gutters on both the front and the back of the home. Vinyl may be used on windows and door facings, dormers and soffit and shall be approved by the Architectural Control Committee. Homes that are built with a common wall, also known as party wall, are equally responsible for the maintenance and care of said wall.

**C-6 SIDEWALKS.** It shall be the responsibility of all owners of lots to construct a four foot wide side walk where required approximately 18 inches from the back of curb along all street frontage in compliance with all requirements of the Americans With Disabilities Act (ADA) and any requirement of the City of Little Rock. The Developer shall install all curb ramps to ADA requirements as shown on the sidewalk plan approved by the City. Architectural control may waive or modify this requirement as necessary to comply with the overall development plan of the neighborhood.

**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 recorded plat.

**C-8. NUISANCES.** No noxious or offensive trade or activities shall be carried on, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

**C-9. TEMPORARY STRUCTURES.** No structure of a temporary character, basement, tent, shack, garage, barn or other out building shall be used on any tract at any time as a residence either temporarily or permanently; except that the developer may have a temporary construction and/or sales office.

**C-10 OUT BUILDINGS.** One outbuilding for storage shall be permitted, if design and location is approved by the Architectural Control Committee and shall conform to the same architectural design and construction of the dwelling. Outbuilding must be hidden from the front road and behind a privacy fence. Above ground swimming pools are prohibited.

**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 or rent or any signs used by a builder to advertise the property during the construction and sales period.

**C-12. OWNER RESPONSIBILITY.** All property owners 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 manor.

**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 designated 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 may be raised, bred or kept on any tract, except that dogs or 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.

**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. There shall be no burning of trash, rubbish, leaves or yard waste.

**C-17 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 which 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 line 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 pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**C-18. LOT, YARD AND HOME MAINTENANCE.** All property owners, after acquisition of any lot, shall keep all grounds and yards mowed, trimmed and clean. All yards must be fully sodded and shall have sprinkler systems installed. No yard art, yard ornaments, sculptures permitted without the approval of the ACC. All houses shall be painted and stained and must have landscaping beds in the front. No deviation from the original plans shall be permitted without approval of the Architectural Control Committee.

**C-19 COMMENCEMENT OF CONSTRUCTION.** A property owner must start construction of an approved dwelling within a period of one (1) year from date of purchase. The developer 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-20 COMPLETION OF CONSTRUCTION.** Any dwelling must be completed in its entirety within a period of one year from date such construction is commenced.

**C-21 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 back of the dwelling. Owners or permanent residents are prohibited from parking in the street. There shall be no non-functioning vehicles kept on the lot or in view of the public. There shall be no repair work done outside of the garage.

**C-22. MINIMUM FLOOR LEVEL ELEVATIONS.** The Architectural Control Committee reserves the right to prescribe the minimum floor elevations for lots. All homes shall have a minimum floor elevation of one foot above the back of the curb unless waived in writing by the Architectural Control Committee.



#### **PART D. ARCHITECTURAL CONTROL COMMITTEE:**

**D-1 MEMBERSHIP.** The Architectural Control Committee shall be composed of the Commissioners of the Little Rock Municipal Multipurpose Property Owner's Improvement District No. 27. 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. Neither the members of the committee nor its designated representative shall be entitled to any compensation for there services performed pursuant to this covenant.

**D-2 PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be in writing and in the form hereto attached marked Exhibit "A" which, when executed, should be retained by the owner/builder as proof of the Committee's approval. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specification 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 will not be required and the related covenants shall be deemed to have been fully complied with.

#### **PART E. PROPERTY OWNERS ASSOCIATION**

**E-1 MEMBERSHIP.** The Property Owners Association will be composed of all owner or owners of a lot in said subdivision. The Association will have the right to charge reasonable fees for maintenance of the subdivision. A majority of the Association will be needed to amend any agreement or By-Laws that are set forth by this Association. The Association will forever be known as the Taylor Park Property Owners Association and shall be bound by its By-Laws, and these covenants. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment. The Commissioners of the Little Rock Municipal Multipurpose Property Owner's Improvement District No. 27 shall serve as the Board of Directors of the Taylor Park Property Owners Association.

#### **E-2 VOTING RIGHTS.**

**SECTION 1:** The Association shall have two classes of voting membership:

**Class A:** Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each tract owned, which may be voted at such time as all tracts are sold by the Declarant. When more than one person holds an interest in any tract, all such persons shall be members. The vote for such tract shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Tract.

**Class B:** The Class B member(s) shall be the Declarant and shall be entitled to ten votes per tract owned. The Class B membership shall cease on the happening of the following events.

(a) when all tracts are sold by declarant.

00000728

### **E-3. COVENANT FOR MAINTENANCE ASSESSMENT**

**SECTION 1: PROCEDURE.** The Association's approval or disapproval is required in these covenants shall be in writing, and in the form which when executed must be recorded. Each owner/owners of a lot which is subject to assessment as set forth in PART E.

**SECTION 2: CREATION OF THE LIEN, PERSONAL OBLIGATION OF ASSESSMENT AND MAINTENANCE ASSESSMENTS.** The declarant, for each lot owned within the subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, annual assessments or charges, such assessments to be established and collected as set forth in the By-Laws and Developer's Agreement. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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**SECTION 4: ASSESSMENTS.** Annual assessments will be set by 2/3 of the members of the association at a called meeting for that purpose. Notification of any meeting will be in written form and shall be sent to all members at least a 30 days prior to the schedule time and date of said meeting. Annual assessments must be fixed at a uniform rate of all lots and may be collected on a monthly basis. Assessments will become due the 1<sup>st</sup> day of the month following the meeting in which assessments are approved or the 1<sup>st</sup> day of the month following the conveyance of the lot to the new owner or as set forth by the membership.

**SECTION 5: NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3.** Written Notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 10 days in advance of the meeting. At the first such meeting called, the presence of member or proxies entitled to cast 60% of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the preceding meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than

60 days following the preceding meeting. Each tract as conveyed by Declarant shall have one vote.

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**SECTION 7: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.**  
Due Dates: The annual assessments provided for herein shall commence on a future date agreed upon by the Association. The members shall fix the amount of the annual assessment against each tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified tract have been paid. A properly executed certificate of the Association as to the status of assessments is binding upon the Association as of the date of its issuance.

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**SECTION 9: SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereon.

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In addition to the annual assessments authorized above, the members may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**PART F. GENERAL PROVISIONS:**

F-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 years from the date these covenants are recorded after which time, said covenants shall be automatically

extended for successive period of ten years, subject to the express provision that these covenants may be amended at any time after the date of execution hereby by an instrument signed by the members of the Architectural Control Committee and the owner or owners of a majority of the lots herein platted.

F-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 violations or to recover damages.

F-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.

**PART G. SPECIAL IMPROVEMENT DISTRICTS**

G-1. It is agreed and understood that all lots in this subdivision are part of the Little Rock Municipal Property Owners Multipurpose Improvement District No. 26- Taylor Park Project and the Little Rock Municipal Property Owners Multipurpose Improvement District No. 27- Taylor Park Recreational Facilities Project and **SUBJECT TO A SPECIAL TAX ASSESSMENT TO REPAY THE DISTRICT DEBT.**

IN WITNESS WHEREOF, the name of Owner is hereby affixed by its Members this 21<sup>st</sup> day of August, 2006.

Reviewed only for inclusion of minimum standards required by the City of Little Rock subdivision regulations. Bill of Assurance provisions established by the developer may exceed minimum regulations of the Little Rock subdivision and zoning ordinances.

TAYLOR PARK, LLC  
BY: Graham Smith  
GRAHAM SMITH, MEMBER

8/22/06  
City of Little Rock Planning Commission

**ACKNOWLEDGEMENT**

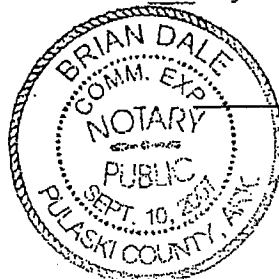
STATE OF ARKANSAS )  
)ss  
COUNTY OF SALINE )

On this day appeared before me, a Notary Public, Graham Smith, known to me to be the Member of Taylor Park, LLC and acknowledged that he was authorized to execute the foregoing on its behalf and that he had executed same for the consideration and purpose therein mentions and set forth.

WITNESS my hand and seal this 21<sup>st</sup> day of August, 2006.

My commission expires

Sept 10, 2007



Brian Dale  
Notary Public