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PAT O'BRIEN  
PULASKI COUNTY  
CIRCUIT/COUNTY CLERK  
Fees \$41.00

*1088*



**BILL OF ASSURANCE  
TAYLOR PARK SUBDIVISION, PHASE II**

Re-recording to correct legal description

**PART A. PREAMBLE** *Plat # 2007091583*

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:

**TAYLOR PARK SUBDIVISION, PHASE II** \*and Lot 16

PART OF TRACTS 6, 7 AND 8 OF SIMPSON SUBDIVISION, Pulaski County, Arkansas and PART OF LOTS 12 AND 13\* OF ASBURY ACRES, an addition to the city of Little Rock, Pulaski County, Arkansas, more particularly described as follows: Beginning at the Southwest corner of Lot 46, Block 2, Taylor Park Subdivision, an addition to the City of Little Rock, Arkansas; thence S88°03'19"E along the South line of said Lot 46 for 106.17 feet to the Southeast corner thereof, said corner lying on the West right of way line of Taylor Park Loop; thence S01°56'41"W along said West right of way line 39.58 feet; thence S88°03'19"E 45.00 feet to a point on the East right of way line of Taylor Park Loop; thence N01°56'41"E along said East right of way line 23.57 feet; thence Northeasterly continuing along said East right of way line being the arc of a 25.00 foot radius curve to the right, a chord bearing and distance of N46°56'41"E 35.36 feet to a point on the South right of way line of Taylor Park Drive; thence S88°03'19"E along said South right of way line 458.07 feet; thence Southeasterly continuing along said South right of way line being the arc of a 25.00 foot radius curve to the right, a chord bearing and distance of S43°03'19"E 35.36 feet to a point on the West right of way line of Taylor Park Loop; thence S01°56'41"W along said West right of way line 23.57 feet; thence S88°03'19"E 45.00 feet to a point on the East right of way line of Taylor Park Loop; thence N01°56'41"E along said East right of way line 34.09 feet to the Southwest corner of Lot 17, said Block 2, Taylor Park Subdivision; thence S88°03'19"E along the South line of said Lot 17 for 106.55 feet to the Southeast corner thereof, said corner lying on the East line of said Tract 6, Simpson Subdivision; thence S01°56'41"W along said East line 546.48 feet to the Southeast corner of said Tract 6; thence N87°56'10"W along the South line of said Tract 6 for 161.71 feet to the Southwest corner thereof; thence N87°58'21"W along the South line of said Tract 7, Simpson Subdivision 165.13 feet to the Southwest corner thereof; thence N87°57'11"W along the South line of said Tract 8 Simpson Subdivision 164.29 feet to the Southwest corner thereof; thence N87°35'57"W along the South line of said Lot 16, Asbury Acres 319.00 feet to the Southwest corner of the E ½ of said Lot 16; thence N01°52'32"E along the West line of said E ½ of Lot 16 and along the West line of the E ½ of said Lot 13, Asbury Acres 548.56 feet to the Point of Beginning, containing 10.2524 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, PHASE II 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, PHASE II, 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. The property owners of Taylor Park Subdivision Phase II are subject to and are joined as members of the established Improvement District, commonly known as TAYLOR PARK RECREATIONAL FACILITIES MULTIPURPOSE IMPROVEMENT DISTRICT NO. 27, for the purpose of maintenance 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 residential 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 a 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 REQUIREMENTS.** All buildings shall have 8/12 pitch roofs. Roofs shall feature only Architectural Shingles. 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.** Developer will construct sidewalks per the design, requirements and standards of the City of Little Rock and the Americans With Disabilities Act (ACA), which are shown on the sidewalk plan approved by the City of Little Rock. Upon the completion of said construction, the responsibility of maintenance or repairs shall become the responsibility of each individual lot owner and shall meet all governing requirements.

**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.** Taylor Park Recreational Facilities Multipurpose Improvement District #27 is responsible for yard maintenance of mowing, edging, raking or power blowing, including the cleanup process needed to accomplish uniformity of all grounds in said subdivision, as set forth in the By-Laws of said Improvement District. All yards must be fully sodded and shall have sprinkler systems installed. All houses shall be painted and stained and must have landscaping beds in the front. No yard art, yard ornaments, sculptures permitted without the approval of the ACC. 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.

**C-23. MAINTENANCE OF ROOF ON PARTY WALL TOWNHOUSES.** The property owners of each Townhouse Unit shall be responsible for the cost of all roof maintenance and repairs over their particular unit. When replacement of the roof is needed, each property owner in the unit under consideration will be responsible for their pro-rata share of the cost of roof replacement. If owners fail to have a consensus on roof replacement, the Commissioners of the Little Rock Municipal Multipurpose Property Owner's Improvement District No. 27 may instruct owners to replace roof in order to maintain a harmonious atmosphere within the subdivision. In the event of any involuntary participation by the homeowners in unit under consideration (ie..nonpayment), the Taylor Park Recreational Improvement District shall pay the cost incurred



and has the authority to levy said cost onto the improvement assessment tax base. To simplify, final authority for roof replacement as to need, color selection and type of shingles shall remain with the Commissioners of the Little Rock Municipal Multipurpose Property Owner's Improvement District No. 27. Townhouse The commissioners shall act in a manner conducive to all of the residents of Taylor Park.

Units are Lots 1-4, 5-7, 8-11, 12-15, 16-18, 19-22 in Block 4 and Lots 1-4, 5-7, 8-11, 12-15, 16-18, 19-22 in Block 5.

#### **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. RECREATIONAL FACILITIES MULTIPURPOSE IMPROVEMENT DISTRICT**

**E E-1 MEMBERSHIP.** Property owners shall become members of the Little Rock Municipal Multipurpose Property Owner's Improvement District No. 27 – Taylor Park Recreational Facilities Project, commonly known as Taylor Park Recreational Facilities Multipurpose Improvement District No. 27, as set forth in the records of the office of Pulaski County Circuit and County Court and shall be bound by all Declaration, By-Laws and Covenants currently established with said District and those amended and executed hereafter. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment.

#### **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 19<sup>th</sup> day of June, 2007.

TAYLOR PARK, LLC  
BY: [Signature]  
GRAHAM SMITH, MEMBER

**ACKNOWLEDGEMENT**

STATE OF ARKANSAS )  
)ss  
COUNTY OF Pulaski )

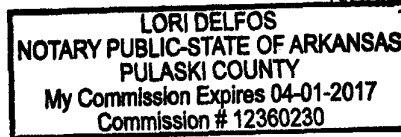
On this day appeared before me, a Notary Public, Graham Smith, known to me to be the Member of Taylor Park, LLC and acknowledged that he was authorized to execute the foregoing on its behalf and that he had executed same for the consideration and purpose therein mentions and set forth.

WITNESS my hand and seal this 19 day of June, 2007.

[Signature]  
Notary Public

My commission expires

4-01-2017



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.

[Signature]  
City of Little Rock Planning Commission

EXHIBIT A"

**CERTIFICATE OF APPROVAL**

THE ARCHITECTURAL CONTROL COMMITTEE OF TAYLOR PARK  
SUBDIVISION DOES HEREBY APPROVE THE PLANS AND SPECIFICATION  
SUBMITTED BY \_\_\_\_\_ ( BUYER/BUILDER) FOR  
THE CONSTRUCTION OF A DWELLING AND/OR IMPROVEMENTS TO BE  
PERFORMED ON LOT \_\_\_\_\_.

WITNESS MY HAND AND SEAL ON \_\_\_\_\_ DAY OF \_\_\_\_\_,  
\_\_\_\_\_.

TAYLOR PARK SUBDIVISION  
ARCHITECTURAL CONTROL COMMITTEE

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF ARKANSAS    )  
  )ss.  
COUNTY OF \_\_\_\_\_)

On this day before appeared \_\_\_\_\_  
who stated that he/they were authorized by the Architectural Control Committee to execute the  
foregoing and that they had executed same for the consideration and purposes therein set forth.

My commission expires:

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