



2023019048

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In Official Records of Terri Hollingsworth Circuit/County Clerk

PULASKI CO, AR FEE \$45.00

PLAT AND BILL OF ASSURANCE
FOR
LOTS 1 THRU 35
MILLERS RIDGE ESTATES PHASE 1
AND DEDICATION OF A PORTION OF FERN RIDGE ROAD AND
TRACTS "A" & "B" TO THE CITY OF SHERWOOD

Plat # 2023019048
N/A 4/12/23

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, OAKDALE ESTATES, LLC., an Arkansas limited liability company ("Grantor"), being the sole owner of the following described lands lying in the County of Pulaski, State of Arkansas, to-wit:

A TRACT OF LAND LYING IN THE NW1/4 SECTION 29, TOWNSHIP 3 NORTH, RANGE 11 WEST, CITY OF SHERWOOD, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST REAR LOT CORNER OF LOT 54 MILLERS GLEN ADDITION PHASE 3;
THENCE N 43° 01' 08" W FOR 317.83 FEET;
THENCE N 46° 58' 52" E FOR 35.00 FEET;
THENCE N 41° 05' 33" W FOR 281.43 FEET;
THENCE N 83° 56' 14" W FOR 154.37 FEET;
THENCE S 56° 13' 28" W FOR 144.22 FEET;
THENCE S 46° 45' 50" W FOR 62.41 FEET;
THENCE N 47° 01' 48" W FOR 186.17 FEET;
THENCE N 59° 24' 11" W FOR 452.78 FEET;
THENCE N 23° 31' 46" E FOR 340.95 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE,
THENCE ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 03° 24' 25", HAVING A
RADIUS OF 706.54 FEET, AND WHOSE LONG CHORD BEARS S 64° 46' 01" E FOR 42.01 FEET TO A POINT OF
INTERSECTION WITH A NON-TANGENTIAL LINE;
THENCE N 26° 56' 12" E FOR 530.51 FEET;
THENCE S 45° 23' 06" E FOR 204.78 FEET;
THENCE S 22° 43' 16" E FOR 101.89 FEET;
THENCE S 67° 30' 44" E FOR 109.97 FEET;
THENCE S 74° 16' 39" E FOR 310.08 FEET;
THENCE S 60° 37' 37" E FOR 150.00 FEET;
THENCE S 32° 49' 34" E FOR 81.07 FEET;
THENCE S 55° 12' 01" E FOR 448.34 FEET;
THENCE S 65° 32' 57" E FOR 62.56 FEET;
THENCE S 29° 05' 35" W FOR 114.58 FEET;
THENCE S 16° 07' 41" W FOR 100.62 FEET;
THENCE S 07° 25' 06" W FOR 79.69 FEET;
THENCE S 14° 44' 24" W FOR 139.83 FEET;

THENCE S 20° 23' 21" W FOR 75.01 FEET;



THENCE S 45° 36' 24" W FOR 311.68 FEET TO THE POINT OF BEGINNING;
CONTAINING 1,106,449 S.F OR 25.401 ACRES, MORE OF LESS.

AND WHEREAS, it is desirable that all of the above described property be subdivided into lots, blocks, tracts, and streets shown on the attached plat, and that said property be held, owned, and conveyed subject to the prospective covenants herein contained in order to enhance the value of said property,

NOW THEREFORE WITNESSETH:

THAT the owner hereinafter referred to as Grantor, has caused said tract of land to be surveyed by John R. Pownall. Registered Land Surveyor No. 1215, Thomas Engineering Company and a plat thereof made which is identified by the title LOTS 1 THRU 35, MILLERS RIDGE ESTATES PHASE 1 AND DEDICATION OF A PORTION OF FERN RIDGE ROAD AND TRACTS "A" & "B" TO THE CITY OF SHERWOOD, dated January 18, 2023, and by the signature of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, in the records of Pulaski County, Arkansas as Instrument No. _____ (sometimes the "Plat"), and the Grantor does hereby make this Plat and Bill of Assurance.

AND, the Grantor hereby certifies that it has laid off, platted, and subdivided, and does hereby lay off. plat, and subdivide said real estate in accordance with said Plat. The lands embraced in said Plat shall be forever known as:

**LOTS 1 THRU 35,
MILLERS RIDGE ESTATES PHASE 1 AND DEDICATION OF A PORTION OF FERN RIDGE ROAD AND TRACTS
"A" & "B" TO THE CITY OF SHERWOOD**

The Grantor hereby dedicates to the public forever an easement of way on and over the streets as shown by said Plat to be used as public streets. There are strips of ground shown and dimensioned on said Plat marked easement are reserved for the non-exclusive use, installation and maintenance of present and future utilities and related improvements subject at all times to the proper governmental authorities. Owners of lots in this subdivision shall take their titles subject to such easements and the rights of such utilities and the public as more fully described herein.

The Grantor hereby gives access over the street at all times to the public. If access over the street becomes restricted by denying public access, then the street will become a private road which will be maintained by the property owners.

The filing of this Plat and Bill of Assurance for record in the Office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County shall be a valid and complete delivery and dedication of the streets, easements and related improvements shown on the said Plat.

Hereafter, conveyance and description of any of said lands by lot number as shown on said Plat shall be a proper and sufficient description thereof.

The lots in said subdivision shall be sold by the Grantor and shall be purchased by the buyers thereof subject to the following covenants, to-wit:

(1) Lot Area and Width

No lot shall be re-subdivided.

(2) Setback Requirements

No building or fence shall be constructed on any lot nearer than the "25' Building Setback" shown on said Plat and no building or fence shall be constructed on any lot within one hundred feet (100') of the rear property line.

(a) Residential Use - The front yard setback shall be one hundred feet (25') or as shown on the Plat. The rear yard shall be one hundred feet (100') and the side yard setback shall be for the main structure ten percent (10%) of the average width of the lot provided such side yard need not exceed eight feet (8') in width.

(3) Easements

Except for the brick privacy wall described hereafter, no buildings, incinerators, or other permanent structures of any kind, whether herein specifically enumerated or not, shall be built or maintained within the area of any of the easements shown on the Plat. In the event any such obstruction is placed thereon in violation of this restriction and reservation, no utility and/or public agent will be liable for destruction of same in construction and maintaining its facilities located within the area of said easement.

(4) Sight Line Restrictions Intentionally omitted.

(5) Curbs and Gutters

No obstruction shall be placed in the street or gutter. Curbs shall be cut at driveways and driveway aprons shall not extend past the face of the curb and shall be not more than 2 inches above the gutter grade.

(6) Land Use and Building Type

Said land herein platted as lots shall be held, owned, and used only for residential building sites. No structure shall be erected, altered, placed or permitted to remain on such residential building sites other than a detached single-family dwelling. No such residential building site shall be used for commercial purposes. Subject to the provisions of Section 12 herein, such restrictions shall not prohibit pools or pool houses which shall first be approved by the Architectural Control Committee.

(7) Architectural Control

No building, fence, drive, wall or residential structure shall be erected, placed, or altered on any lot located in the above described subdivision until after the building plans, specifications, and plot plan showing the location of such building have been approved in writing by the Grantor's authorized representatives who shall constitute the Architectural Control Committee or its authorized representatives or successors as to conformity and harmony of external design with existing structures in said subdivision and as to location of said building, fence, drive, wall or residential structure with respect to topography and finished ground elevations and with respect to side lot and front building setback lines. All exterior wall materials of any building, fence, drive, wall or residential structure must consist of brick, concrete, stucco or rock or certain approved sidings and must first be approved by the Architectural Control Committee, its authorized representatives or successors.

(8) Minimum Principal Dwelling Size

No single-family, one-story residential building shall be constructed or erected on any lot, lots, or building site in the subdivision unless the ground floor area of said single-family residence, excluding one-story open porches, breezeways, overhangs and attached garages, is not less than 2,000' main level. The roof pitch of all residential buildings must first be approved by the Architectural Control Committee, its authorized representatives or successors. No lot owner shall construct any fence made chain link unless it is black in color and approved.

(9) Frontage of Residence on Streets

Any residence erected on any of the lots herein shall front or present a good frontage on the streets designated in the Plat and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated and on any corner lot it shall mean that the residence shall front or present a good frontage on both of the streets designated in the Plat.

(10) Noxious Activity

No illegal, noxious or offensive trade or activity shall be carried on upon any lot nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any vacant lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No vehicle may be stored or allowed to be parked on any lot unless said vehicle is in evident good operative condition.

(11) Livestock and Poultry Prohibited

No animals, livestock or poultry of any kind, shall be raised, bred, or kept on any lot or part thereof except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes.

(12) Temporary Structures

No trailer, basement, tent, shack, garage, servant's quarters, or other out buildings located on any residential lot shall be used as a main residence, temporary or permanent, nor shall any other structure of a temporary character be used as a main residence. The moving of any existent structure upon and to this property is prohibited. Mobile homes, trailers and motorized campers shall only be allowed to be parked in the rear of any dwelling. No outbuildings or other detached structure appurtenant to the residence shall exceed the maximum square feet of floor space permitted by the City of Sherwood. No outbuildings or other detached structure appurtenant to the residence may be erected on any of the lots unless the exterior of such outbuildings or detached structure matches the exterior of the residence and the Architectural Control Committee shall have first approved same in writing.

(13) Signs

The construction, erection, or maintenance of a sign or billboard on any lot or building site is specifically prohibited except that a sign advertising the rental or sale of such

property is permitted provided it does not exceed five (5) square feet in size unless specific written consent is obtained in advance from the Architectural Control Committee for the temporary installation of a larger size. For ecological reasons, it is suggested that whenever possible signs or any other items not be attached to any tree.

(14) Oil and Mineral Operations

No oil drilling, oil development operating, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or any building site.

(15) Duration

The covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants and restrictions are recorded. After such time period said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

(16) Amendments

These covenants and restrictions shall not be amended, canceled, or supplemented unless an instrument signed by at least sixty percent (60%) of the owners of the aforesaid lots and Grantor, if Grantor owns property in the subdivision (i.e. if Grantor does not own property in the subdivision its signature is not required but at least sixty percent (60%) of the owners of the aforesaid lots would be), executes a document agreeing to change the covenants and restrictions in whole or in part, and any change must first be approved by the Sherwood Planning Commission. At any time during the development and construction of improvements on the property covered by this Plat and Bill of Assurance, while Grantor continues to own any property covered by this Plat and Bill of Assurance or for a period of twenty-four (24) months after the recordation of this Plat and Bill of Assurance, whichever is longer, Grantor shall have the right to amend this Plat and Bill of Assurance to correct errors, omissions, provisions, and matters of a technical nature without first obtaining agreement of the other owners of property covered by this Plat and Bill of Assurance, the Sherwood Planning Commission or any other persons.

(17) Violations

In the event of any attempt to violate any of the covenants or restrictions herein before the expiration date hereof, it shall be lawful for the Grantor or any person or persons owning a lot or lots in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(18) Relation of Plat and Bill of Assurance

This Plat and Bill of Assurance shall be appended to the Plat as approved by the Sherwood Planning Commission. Any dedication or restriction shown on either document shall be considered to appear on both, but should any discrepancy appear, the Plat shall govern.

(19) Severability

The invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(20) Green Space.

No lot owner shall excavate, plant, build, construct or install any fence or structure in or upon or otherwise improve any portion of his or her lot which lies within the area that is shown as "no clearing areas" on the plat of his or her lot. Such area shall remain in its natural state, provided however, a lot owner shall remove any trash, refuse or rubbish from such area on their lot. Nothing herein shall diminish or obviate a lot owner's obligation to pay any and all real estate taxes on his or her lot.

(21) Property Line and Boundaries

Iron pins have been set on all lot corners and points of curve and all lot dimensions shown on curve are chord distances and all curve data as shown on the attached Plat filed herewith is centerline curve data. In the event minor discrepancies between the dimensions or distances as shown on the attached Plat and the actual dimensions or distances as disclosed by the established pins, the pins as set shall control.

(22) Additions.

The Grantor shall have the right, but not the obligation, to expand the subdivision to include additional properties, regardless of whether or not the said properties are presently owned by the Grantor. UNDER NO CIRCUMSTANCES does this right represent a binding obligation of the Grantor to make such proposed additions.

WITNESS our hands and seal this 11th day of April, 2023.

GRANTOR:

OAKDALE ESTATE, LLC

AN Arkansas limited liability company

By: Randy Wiggins

Title: Manager

ACKNOWLEDGEMENT

STATE OF ARKANSAS)

COUNTY OF Pulaski)

On this day before me, a Notary Public, duly commissioned, qualified, and acting within and for the State and County of Lonoke, appeared in person Randy Wiggins, who acknowledged himself to be the manager of OAKDALE ESTATES, L.L.C., and Arkansas limited liability company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as and that such corporation executed the foregoing instrument as manager of such limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of April, 2023.

April Bailey

Notary Public

My Commission Expires:

