

BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

VOL. 637 PAGE 721

That we, Thos. W. Stone and Beatrice Stone, his wife, being the sole owners in fee simple of the following lands situated in Garland County, Arkansas, to-wit:

Description for Bill of Assurance for Timber-Top Subdivision, Unit # 1 - A part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 10, Township 3 South, Range 20 West, and a part of the W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 11, Township 3 South, Range 20 West, all in Garland County, Arkansas, more particularly described as follows: Commence at the NE corner of the said SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 10; thence South along the East line of the said SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 10, a distance of 258 feet to the contour elevation of 400 feet above mean sea level on Lake Hamilton, to place of beginning; thence Westerly and along the 400 foot contour line on Lake Hamilton a distance of 937 feet; thence North 5°00' West a distance of 230 feet to the North side of Stone Drive; thence Northeasterly and along the North side of Stone Drive a distance of 2347 feet, more or less, to a point where the North line of Stone Drive intersects the East line of the said W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 11, thence South along the East line of said W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 11, a distance of 158 feet to the Westerly side of State Highway 88; thence Southerly along the West side of said Highway 88 a distance of 724 feet to Mollie Creek; thence Westerly, Northerly, Easterly and following along the 400 foot contour line on Lake Hamilton a distance of 1946 feet, more or less, to a point of beginning.

do hereby plat, lay out and subdivide the above described lands into a subdivision composed of lots all in a manner as more particularly set out in detail and shown by the plat of survey by Ott Livingston, County Surveyor for Garland County, Arkansas; said plat being dated March 25, 1969, attached hereto and incorporated herein and made a part of this Bill of Assurance as fully as though set out herein word for word and figure for figure, and have designated same "Timber-Top Subdivision, Unit # 1" located in a part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 10, Township 3 South, Range 20 West, and a part of the W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 11, Township 3 South, Range 20 West.

It is hereby declared that any of the lots in said subdivision shall be deemed to be definitely, fully and properly described by the use of the name "Timber-Top Subdivision, Unit # 1" together with reference to the proper lot number as shown on said plat of survey and that no additional or further description of any of said lots shall be necessary to properly describe any of the property in said subdivision.

We do hereby dedicate to the public use forever all streets, roadways, driveways, and passageways of the width, length and location as set out in the plat herein referred to and more particularly described in the above legal description, and do hereby grant to the public an easement and right of way for such use, reserving however, unto the Arkansas Power and Light Company, a Corporation, and Garland Power and Development Company of Arkansas, and unto their successors and assigns forever, in accordance with the reservation and conditions specified in Warranty Deed - Lien dated December 7, 1934, filed for record January 25, 1935 appearing in Volume 208, Page 244 of the deed records of Garland County, Arkansas; said deed being executed by the Garland Power and Development Company of Arkansas, Grantor, to Mack Wilson and Virgie L. Wilson, Grantees; also in Special Warranty Deed with Vendor's Lien Retained dated February 15, 1945, recorded March 23, 1945 in Volume 262, Page 56 of the deed records of Garland County, Arkansas; said deed being executed by Arkansas Power and Light Company, Grantor, to Thos. W. Stone, the right to use and appropriate and to clear of brush and trees and other obstructions and to submerge by water all lands lying in the above mentioned sections below the elevation of 400 feet above mean sea level and also the right to clear of trees, brush and other obstructions as far above 400 feet elevation above mean sea level as may be required by the Federal Power Commission or any other legally and duly constituted authority. It is herein expressly reserved, however, to the Arkansas Power and Light Company, its successors and assigns, the right to flood any part of said lands by water or waters impounded by a dam or dams now or hereafter constructed and/or maintained across the Ouachita River under authority of the Federal Power Commission or any other legally and duly constituted authority. It is also herein expressly agreed that Arkansas Power and Light Company, its successors and assigns, shall not be liable for damages to said lands or to structures or other property placed on said lands by reason of the construction or maintenance of operation of such dam or dams or abandonment thereof.

There is hereby reserved unto the said Arkansas Power and Light Company, and unto its successors and assigns, the right, privilege and easement to build, rebuild, and maintain over and across the land herein conveyed, transmission lines, for the transmission of electric current and for the transmission of telephone and telegraph messages and for such other uses as may be necessary to the business of the Arkansas Power and Light Company, its successor and assigns. The rights hereby reserved include the privilege and authority of the Arkansas Power and Light Company, its successor's or assigns, to enter upon said lands for the purpose of maintaining said transmission line or lines and the right to clear and keep clear rights of way from all timber and obstructions that may interfere with the use of said line or lines, or that might be a hazard to the use of the same, and for the repairing and reconstructing or removal of same at any and all times. And the right of free ingress and egress over adjacent lands to and from said transmission line or lines is hereby reserved by the Arkansas Power and Light Company, its successors or assigns, at any time for the purpose recited herein.

The following restrictions, covenants and conditions are hereby placed upon the lands embraced in this subdivision and such restrictions, covenants and conditions shall constitute covenants running with the land, to-wit:

1. No buildings shall be erected or maintained on any lot in this subdivision other than a single family residence for residential purposes only and outbuildings usually used for residential purposes.
2. All buildings must be of new construction.
3. All residences shall have at least 1,500 square feet of floor area and no more than one residence and the usual outbuildings for residential purposes shall be constructed on any one lot unless two or more lots are used in the construction of same.
4. No mobile homes shall be permitted in this subdivision.
5. All residences must have modern plumbing and must comply with all federal, state and local laws applicable to said plumbing, including sewage disposal.

Bill of Assurance (continued)

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All conditions, covenants and restructions herein set forth shall be binding upon all owners of lots in this subdivision, their heirs and assigns and enforcement of the above shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain the violation or recover damages, or both.

Beatrice Stone, wife of said Thos. W. Stone, hereby releases all of her right of dower and homestead in and to the streets, roadways, passageways and driveways and easement areas designated or referred to on said plat of survey and as described herein by legal description.

IN WITNESS WHEREOF, we hereunto set our hands and seals this

24th day of April, 1969.

Thos. W. Stone
Thos. W. Stone

31103
FILED FOR RECORD ON THIS 24 DAY OF April 1969 AT 342
O'CLOCK P. M., SHERLON HILLIARD, CLERK Sherlon Hilliard D.C.

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS
COUNTY OF GARLAND)

On this day personally appeared before me Thos. W. Stone and Beatrice Stone, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they had executed the same for the purposes therein contained.

WITNESS my hand and official seal this 24th day of April, 1969.

J. Mewha
Notary Public

My commission expires:
MY COMMISSION EXPIRES
MARCH 2, 1973

BILL OF ASSURANCE

BOOK 891 PAGE 235

KNOW ALL MEN BY THESE PRESENTS:

That we, Thos. W. Stone and Beatrice Stone, his wife, being the sole owners in fee simple of the following lands situated in Garland County, Arkansas, to-wit:

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It is hereby declared that any of the lots in said subdivision shall be deemed to be definitely, fully and properly described by the use of the name "Timber-Top Subdivision, Unit # 1" together with reference to the proper lot number as shown on said plat of survey and that no additional or further description of any of said lots shall be necessary to properly describe any of the property in said subdivision.

FILED FOR RECORD ON THIS 3RD DAY OF November 19 78 AT 1:10
O'CLOCK M. CALVIN SANDERS, CLERK *[Signature]* D.C.

We do hereby dedicate to the public use forever all streets, roadways, driveways, and passageways of the width, length and location as set out in the plat herein referred to and more particularly described in the above legal description, and do hereby grant to the public an easement and right of way for such use, reserving however, unto the Arkansas Power and Light Company, a Corporation, and Garland Power and Development Company of Arkansas, and unto their successors and assigns forever, in accordance with the reservation and conditions specified in Warranty Deed - Lien dated December 7, 1934, filed for record January 25, 1935, appearing in Volume 209, Page 244 of the deed records of Garland County, Arkansas; said deed being executed by the Garland Power and Development Company of Arkansas, Grantor, to Mack Wilson and Virgie L. Wilson, Grantees; also in Special Warranty Deed with Vendor's Lien Retained dated February 15, 1945, recorded March 23, 1945, in Volume 262, Page 56 of the deed records of Garland County, Arkansas; said deed being executed by Arkansas Power and Light Company, Grantor, to Thos. W. Stone, the right to use and appropriate and to clear of brush and trees and other obstructions and to submerge by water all lands lying in the above mentioned sections below the elevation of 400 feet above mean sea level and also the right to clear of trees, brush and other obstructions as far above 400 feet elevation above mean sea level as may be required by the Federal Power Commission or any other legally and duly constituted authority. It is herein expressly reserved, however, to the Arkansas Power and Light Company, its successors and assigns, the right to flood any part of said lands by water or waters impounded by a dam or dams now or hereafter constructed and/or maintained across the Ouachita River under authority of the Federal Power Commission or any other legally and duly constituted authority. It is also herein expressly agreed that Arkansas Power and Light Company, its successors and assigns, shall not be liable for damages to said lands or to structures or other property placed on said land by reason of the construction or maintenance of operation of such dam or dams or abandonment thereof.

There is hereby reserved unto the said Arkansas Power and Light Company, and unto its successors and assigns, the right, privilege and easement to build, rebuild, and maintain over and across the land herein conveyed, transmission lines for the transmission of electric current and for the transmission of telephone and telegraph messages and for such other uses as may be necessary to the business of the Arkansas Power and Light Company, its successor and assigns. The rights hereby reserved include the privilege and authority of the Arkansas Power and Light Company, its successors or assigns, to enter upon said lands for the purpose of maintaining said transmission line or lines and the right to clear and keep clear rights of way from all timber and obstructions that may interfere with the use of said line or lines, or that might be a hazard to the use of the same, and for the repairing and reconstructing or removal of same at any and all times. And the right of free ingress and egress over adjacent lands to and from said transmission line or lines is hereby reserved by the Arkansas Power and Light Company, its successors or assigns, at any time for the purpose recited herein.

The following restrictions, covenants and conditions are hereby placed upon the lands embraced in this subdivision and such restrictions, covenants and conditions shall constitute covenants running with the land, to-wit:

1. No buildings shall be erected or maintained on any lot in this subdivision other than a single family residence for residential purposes only and outbuildings usually used for residential purposes.
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4. No mobile homes shall be permitted in this subdivision.
5. All residences must have modern plumbing and must comply with all federal, state and local laws applicable to said plumbing, including sewage disposal.

All conditions, covenants and restrictions herein set forth shall be binding upon all owners of lots in this subdivision, their heirs and assigns and enforcement of the above shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain the violation or recover damage, or both.

Beatrice Stone, wife of said Thos. W. Stone, hereby releases all of her right of dower and homestead in and to the streets, roadways, passage-ways and driveways and easement areas designated or referred to on said plat of survey and as described herein by legal description.

This Corrected Bill of Assurance is filed for the purpose of correcting the error made in the original Bill of Assurance dated April 24, 1969, in the deed record volume number of Warranty Deed - Lien dated December 7, 1934, which appears on Page 2.

IN WITNESS WHEREOF, we hereunto set our hands and seals this

3rd day of November, 1978.

Thos. W. Stone
Thos. W. Stone

Beatrice Stone
Beatrice Stone

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS
COUNTY OF GARLAND)

On this day personally appeared before me Thos. W. Stone and Beatrice Stone, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they had executed the same for the purposes therein contained.

WITNESS my hand and official seal this 3rd day of November, 1978.

Don H. Lynch, Jr.
Notary Public

My commission expires:

My Commission Expires January 1, 1981