

**BILL OF ASSURANCE**

**KNOW ALL MEN BY THESE PRESENTS:**

**That Whereas**

*Insert property owners*

are the sole owners of the following described lands in the County of Pulaski, State of Arkansas, to wit:

*Insert metes and bounds legal description of subject property.*

AND WHEREAS; it is desirable that all of the above described property be subdivided into lots, blocks, tract, and streets;

*Insert the name of the proposed subdivision.*

NOW, THEREFORE, WITNESSETH:

THAT WE, the said *Insert existing property owner(s) name.*

Hereinafter termed grantors, have caused said tract of land to be surveyed by

*Insert surveyor's name.*

A Registered Professional Engineer or Registered Land Surveyor, and a plat thereof made which is identified by the title *Insert engineer's name.*

and the date of \_\_\_\_\_, \_\_\_\_\_, and by the signature of the Circuit Clerk and ex officio Recorder of Pulaski County, Arkansas, in Plat Book \_\_\_\_\_, page \_\_\_\_\_, and the grantors do hereby make this Bill of Assurance.

AND, the grantors do hereby certify that they have lain off, platted and subdivided, and do hereby layoff, plat and subdivide real estate in accordance with said plat. The lands embraced in said shall be forever known as *Insert subdivision name.*

The grantors hereby dedicate 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 may be strips of ground shown and dimensioned on said plat marked "Utility Easement," "Access Easement" and or "Drainage Easement" reserved for the use of public utilities, and for drainage purposes respectively and/or access subject at all times to the

proper authorities and to delivery and dedication of the streets and easements shown on the said plat.

Hereafter, conveyance and description 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 grantors and shall be purchased by the buyers thereof, subject to the following covenants, to wit:

1. No building is to be constructed on any lot nearer than the building line noted on said plat.
2. No buildings, fences, incinerators, paved driveways, or any other permanent structure or improvement 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, and 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 on construction and maintaining its facilities located within the area of said easement.
3. No obstruction shall be placed in the street or gutter. Curbs shall be broken at driveways, and driveway aprons shall not extend past the face of the curb (if curbs are utilized).
4. These 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 \_\_\_ years from that date these covenants and restriction are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of \_\_\_ years, unless this Bill of Assurance is terminated in accordance with its terms; provided, however this Bill of Assurance shall not terminate without the consent of the Pulaski County Planning Board.
5. These covenants and restrictions shall not be amended, canceled or supplemented unless an Instrument signed by at least \_\_\_\_\_ percent of the owners of the aforesaid lots is placed on record agreeing to change the covenants and restrictions in whole or part and is approved by the Pulaski County Planning Board.
6. In the event of an attempt to violate any of the covenants or restrictions herein, it shall be Lawful for any person or persons owning a lot or lots in said addition to prosecute any proceedings at law for 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 dues for such violation.
7. The invalidation of any one of these covenants or restrictions by judgment or court order of any court having jurisdiction shall in no wise affect any of the other provisions, which shall remain in full force and effect. The consideration set forth in items one through seven is hereby approved by the Pulaski County Planning Board.
8. Pulaski County Subdivision and Development Code Compliance (see attached exhibits):

- A. Operation and Maintenance of the wastewater treatment system, if the system or any part thereof is to be operated or maintained by the Developer, the POA or the lot Owner.
- B. Management of stormwater during construction in accordance with a Construction Activity Pollution Prevention Plan that complies with this Ordinance.
- C. Maintenance of the applicable impervious limitations, undisturbed area limitations or other limitations specified on the plat for achieving the applicable Surface Runoff Loading Rates.
- D. Maintenance of the Undisturbed Area in accordance with a plan that complies with this Ordinance.
- E. Maintenance of BMPs (Best Management Practices) in accordance with a plan that complies with this Ordinance.
- F. At least once per year during build out of the development, and each five (5) years thereafter, the Wastewater Management Plan, the Construction Activity Pollution Prevention Plan, and the Undisturbed Area Vegetation Management Plan will be reviewed, updated as necessary, and certified by a registered professional engineer, to assure that those systems continue to achieve the desired functions. If the Performance Standard Approach is utilized, the BMP O&M Plan will also be reviewed, updated as necessary, and certified by a registered professional engineer, to assure that the BMPs are operating in a manner to achieve the Surface Runoff Loading Rates. If a variance has been granted for soil disturbance on very high slopes, the BMP O&M Plan will also be reviewed, updated as necessary, and certified by a registered professional engineer, to assure that any very high slope BMPs that are retained after construction are operating in a manner to achieve their desired functions. Said certified results shall be submitted to the Pulaski County Planning and Development Department.
- G. A Plot Plan that is based upon a survey and contains the following information:
  - 1. Building, structures, driveways, patios, and other Impervious Areas;
  - 2. Septic tank, distribution box and field lines;
  - 3. Delineated and dimensioned Managed Pervious Lawn, Grassland, Unprotected Forest, Protected Forest and Open Water areas;
  - 4. The location, dimensions, cross sections and designed data of any and all BMP's;
  - 5. Special Flood Hazard Areas if applicable; and

6. All easements and building setback lines.
  
9. 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 does hereby covenant, as a covenant running with the Lot, and agree to fully abide by and comply with the terms, covenants, restrictions and provisions set forth herein. Hence the terms, restrictions, covenants and provisions herein set forth shall run with the Lots and shall bind the present owner, their heirs, successors and assigns and any person, natural or artificial, hereinafter owning any of the Lots. Grantor and any Owner of any of the Lots in the Addition shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach or to enforce the observance of, the terms, provisions, restrictions, conditions and covenants herein set forth, in addition to any ordinary legal action for damages and the prevailing party or parties shall be entitled to recover the costs of litigation whether at law or in equity, including any attorney's fees, all as the Court may set. The failure of Grantor or any Owner of any of the Lots to enforce any of the terms, provisions, covenants or restrictions hereby set forth at the time of its violation, shall, in no event, be deemed to be a waiver of the right to do so thereafter. **The County of Pulaski acting by and through its duly empowered and authorized representatives, in addition to the Grantor or any Owner of any of the Lots, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach or to enforce the observance of, the terms, provisions, restrictions, conditions and covenants set forth in this Bill of Assurance hereof, including the Plot Plans described therein, in addition to any ordinary legal action for damages and the prevailing party or parties shall be entitled to recover the costs of litigation whether at law or in equity, including any attorney's fees, all as the Court may set. The failure of the County of Pulaski or the Grantor or any Owner of any of the Lots to enforce any of the terms, provisions, covenants or restrictions set forth in this Bill of Assurance at the time of its violation, shall, in no event, be deemed to be a waiver of the right to do so thereafter.**

WITNESS, our hands this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

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\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
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**ACKNOWLEDGMENT**

STATE OF ARKANSAS)

COUNTY OF PULASKI)

On this day personally appeared before the undersigned, a Notary Public in and for the County and State

aforesaid, dully qualified and acting, \_\_\_\_\_ to me well known to be

the person (s) whose name(s) appear as grantors in the foregoing conveyance, and stated that he (they)

had executed the same for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public on this

\_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

# **Exhibit “A”**

## **Wastewater Management Plan**

## **Exhibit “B”**

# **Stormwater Management Plan**

## **Exhibit “C”**

# **Construction Activity Pollution Prevention Plan**

## **Exhibit “D”**

# **Undisturbed Area Vegetation Management Plan**