

Caddo Properties Subdivision Phase 1 of Pike County, Arkansas, and each and every Deed of conveyance for any lot in said subdivision describing same by the lot number shown on the plat shall forever be deemed as a sufficient description thereof.

WHEREAS, GRANTOR desires to provide for the use of the property for the highest of residential uses and to restrict its uses as such; now for and in consideration of the benefits to accrue to it, which benefits are hereby acknowledged to be of value, has heretofore caused to be made a plat, recorded as above stated, and incorporated by reference herein, showing the bounds and dimensions of the property now being subdivided into lots, and its description by lots and streets, said grantor hereby donated and dedicates to the public forever the streets, roadways, easements, utility easements, and rights-of-way upon, over, and across said streets as shown by plat to be used as public streets.

All lands herein platted, and any interest therein, shall be held, owned, and conveyed subject to and in conformity with the following covenants, to wit:

The land included in each lot shall be used for residential and non-commercial purposes only. No animals, livestock or poultry of any kind shall be raised or kept on any lot, except dogs, cats, or other household pets which may be kept, provided they are not kept or maintained for any commercial purpose. The keeping of any of these animals shall not constitute a nuisance by way of site or noise. No trash, garbage, or debris of any kind shall be dumped or permitted to accumulate on any lot.

No building shall be erected, altered, placed, or permitted to remain on any lot other than a one single family dwelling, private garage, or storage building of personal belongings of the inhabitants of the residence located on each lot.

Grantor reserves as necessary utility easement and right-of way a ten-foot utility easement along all lot lines. These utility easements and right-of-way are reserved for the use and benefit of any public utility operating in Pike County, Arkansas, including, but not limited to those public utilities for telephone, television cable, water, gas, electricity, etc. as well as for the benefit of the Grantor and property owners in the subdivision for appropriate utility purposes and other utility or service which the Grantor may find necessary for the proper service of lots in this subdivision.

If any lot owner or persons in possession of any said lots of said subdivision shall violate any of the covenants, it shall be lawful for any other person, or persons owning and real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation. In the event an owner of real property in the subdivision is required to litigate to enforce any provisions of the Bill of Assurance and if the aggrieved owner is successful in enforcing any of the Bill of Assurance, then the violating owner will be responsible for the attorney fees and costs incurred by the aggrieved owner.

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 thirty (30) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants and restrictions in whole or part.

This Bill of Assurance and all Covenants herein shall be binding upon and shall inure to the benefit to the parties hereto and their respective successors and assigns.

Caddo River Properties, being the owner and developer of Jordan's Bend at Caddo's Edge Subdivision Phase 1, does hereby affix its seal to the Bill of Assurance on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Caddo River Properties

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

Caddo River Properties Representative