

DEED OF DEDICATION AND BILL OF ASSURANCE

TRINITY GROVE SUBDIVISION  
OF INDEPENDENCE COUNTY, ARKANSAS

WHEREAS, Stewardship LLC., an Arkansas Limited Liability Company, is the owner of the following described lands in Independence County, Arkansas, to wit:

A 28.87 ACRE, MORE OR LESS, TRACT OF LAND BEING PART OF THE SE1/4 OF THE SW 1/4 OF SECTION 06, TOWNSHIP 13 NORTH, RANGE 05 WEST, INDEPENDENCE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND STONE, REPRESENTING THE NW CORNER OF SAID SE1/4 SW1/4; THENCE, ALONG THE NORTH LINE OF SAID SE1/4 SW1/4, S 88°09'14" E A DISTANCE OF 1267.32 FEET TO A FOUND 5/8" REBAR ON THE WEST RIGHT OF WAY LINE OF HIGHWAY #25; THENCE, ALONG SAID WEST RIGHT OF WAY, S 02°01'40" W A DISTANCE OF 946.46 FEET TO A CALCULATED POINT; THENCE, CONTINUING ALONG SAID WEST RIGHT OF WAY AND ALONG AN ARC WITH A RADIUS OF 2,980.00 FEET A CHORD BEARING AND DISTANCE OF S 01°02'46" W A DISTANCE OF 102.16 FEET TO A FOUND 5/8" REBAR; THENCE, LEAVING SAID WEST RIGHT OF WAY, N 87°16'47" W A DISTANCE OF 274.63 FEET TO A FOUND 5/8" REBAR; THENCE S 02°44'52" W A DISTANCE OF 303.46 FEET TO A FOUND 5/8" REBAR ON THE SOUTH LINE OF SAID SE1/4 SW1/4; THENCE, ALONG SAID SOUTH LINE, N 87°16'22" W A DISTANCE OF 470.69 FEET TO A SET 1/2" REBAR; THENCE, LEAVING SAID SOUTH LINE, N 00°40'57" E A DISTANCE OF 698.30 FEET TO A SET 1/2" REBAR; THENCE, N 88°09'16" W A DISTANCE OF 488.53 FEET TO A SET 1/2" REBAR ON THE WEST LINE OF SAID SE1/4 SW1/4; THENCE, ALONG SAID WEST LINE, N 00°39'49" E A DISTANCE OF 642.48 FEET BACK TO THE POINT OF BEGINNING OF SAID 28.87 ACRE, MORE OR LESS, TRACT.

WHEREAS, the above described property has been surveyed, platted and laid out by Keaton Johnson, a registered land surveyor, Batesville, Arkansas, owner of Cutting Edge Survey, LLC, whose survey is attached hereto and made a part hereof as though set out herein, word for word, line for line and figure for figure which survey is dated October 27, 2014.

WHEREAS, it is now deemed proper and desirable that the above described property now be subdivided into building lots and streets as shown on the plat attached hereto and that said property be held, owned and conveyed subject to the protective covenants herein contained in order to enhance the value, both monetary and aesthetically, of said property.

NOW THEREFORE, Stewardship, LLC., an Arkansas Limited Liability Company, for and in consideration of the benefits accrued to them, its successors and assigns, which benefits it acknowledges to be of value, has caused to be made the plat hereto attached showing the bounds and dimensions of the property now being subdivided into lots and streets and said grantors hereby donate and dedicate to the public use forever an easement of way along and on the street as shown by said plat to be used for the benefit of the property owners of this property. The filing of this Deed of Dedication and Bill of Assurance and Plat of Record in the office of the Circuit Clerk and Ex-Officio Recorder of Independence County, Arkansas, shall be valid and complete delivery and dedication of the streets and easements subject to the terms, conditions and limitations hereinafter set out.

1. The name of the Subdivision shall be Trinity Grove. The lot numbers are shown on the plat. Hereafter a description of this property shall be legally sufficient if it refers to the lot number and the name of the Subdivision.

2. No structure shall be erected, altered, placed or permitted to remain on any building site other than a detached, single family dwelling which shall not exceed two and one-half (2 1/2) stories in height, a private garage for not more than three cars, one (1) guest house, and one (1) other out building incidental and related to the residential use of the premises. If fences are built on the property they must be constructed of wood or vinyl. Chain link, barbed wire, extruded wire, etc. is not acceptable.

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3. NO lot shall be subdivided for the purpose of providing an extra or additional building site, nor shall any lot be removed from this subdivision for the purpose of circumventing any of the provisions and covenants herein contained. However, a lot may be split equally or unequally for the sole purpose of increasing the size of the lots on either side of the said lot in order to meet percolation requirements of the Arkansas Department of Health.

4. No principal residential structure shall be constructed or permitted to remain upon any building site in this Subdivision the total heated and cooled floor area of which, exclusive of full or partial basements, caves, overhangs, open porches, patios, breezeways, decks, terraces, and garages, shall be less than the following:

Minimum-1,600 Square Feet Heated

All others must be approved by owner

5. NO dwelling or structure shall be located on any building site nearer to the front lot line than seventy-five (15) feet. No structure shall be located nearer than fifty (15) feet to an interior lot line, or nearer than (15) feet to any utility easement that might exist along any interior lot line. No dwelling shall be located on any lot nearer than (15) feet to the rear lot line, and no utility building shall be located nearer than (15) feet to a rear lot line. On lots that border on more than one street the front setback of seventy-five (15) feet need be observed only along the side considered the front of the residence and the setback of fifty (50) feet need be observed only along the side considered the front of the residence and the setback for the other street shall be considered a side lot setback. For the purpose of this covenant, caves, patios, decks, steps and porches not under roof shall not be considered part of the building, except, however, patios and/or decks shall be considered a part of the building when determining interior lot line setbacks.

6. No trailer, tent, shack, garage, barn or other outbuilding, other than a guest house constructed under the provisions herein, shall be erected on a building site covered by these covenants for use for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

7. No dwelling and/or guest house shall be occupied in any manner while in the course of construction or at any time prior to being fully completed. The occupancy of any guest house shall be limited to servants, guests for which no compensation is expected or received, or members of the owner's or resident's immediate family.

8. The construction of all structures shall be completed in a reasonable time and no structure shall be permitted to remain unfinished for an extended period of time. The grounds of a lot that has no, or unfinished homes must be mowed and maintained no less than twice per quarter of a calendar year.

9. The exterior of home to be 35% brick or stone veneer and must an enclosed garage. Open carports of any kind are not acceptable. All mailboxes must be in enclosures made of brick or stone veneer. Street lights and their design can be installed after approval and written permission from Stewardship, LLC.

10. No house trailer, mobile home or manufactured home type unit shall be permitted in this subdivision. A structure shall be considered a house trailer, mobile home, or manufactured home if it arrives on the building site in such a form so nearly complete for living that it requires little or no additional building except a foundation or piers and connection of utilities. Included, but not limited to, in the definition of such structures are structures sometimes referred to as "double wides". In the event of a dispute as to whether a particular structure constitutes a house trailer, mobile home or manufactured home, Stewardship, LLC, an Arkansas Limited Liability Company, or its successors, assigns, or heirs shall be the sole judge as to what constitutes a house trailer, mobile home or manufactured home in his judgment and its decision in such matters shall be considered final.

11. No power boats, gas or battery operated on Lakes or Ponds (Paddle Boats Only).

12. Steel buildings, (defined as a building utilizing a steel frame in conjunction with steel wall and/or steel roof coverings), intended for use as a dwelling, garage or guest house are expressly forbidden in this subdivision.

13. Below ground primary residential structures (also known as underground houses), whether or partially below ground are expressly forbidden.

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14. Log homes shall be permitted in this subdivision provided that they comply with all the covenants herein and provided further that they are manufactured by a reputable manufacturer and installed in a neat, well constructed manner. Prior to construction of a log home, the owner seeking to build a log home shall obtain in writing approval from Stewardship, LLC, an Arkansas Limited Liability Company, its successors, assigns, or heirs, as to the overall design and finished look of the log home.

15. No vehicle shall be regularly parked or housed which is greater than a one ton unit, with the exception that the parking of lot owner's recreational vehicles, travel trailers, and camping trailers shall be allowed. No vehicle or trailer shall be parked on any street or right of way. No vehicle or trailer shall be parked on any property or street to be repaired and no vehicle or trailer shall be left on any street or property in an inoperative condition.

16. No signs, billboards, posters, of any kind shall be displayed to the public view of any public site except one sign of not more than five (5) square feet displaying only the name and address of the homeowner and one additional sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by the builder or developer to advertise the property during the construction and sales period.

17. NO animals, reptiles, livestock or poultry of any kind shall be raised or kept on any building site except that dogs, cats, or other household pets may be kept; provided they are not kept or maintained for any commercial purposes, or create a nuisance to other property owners.

18. No individual sewage disposal system shall be permitted on any of said lots unless said system is designed, located and constructed in accordance with the recommendations and requirements of the Arkansas Department of Health.

19. No structure or any part thereof shall be used for beauty parlors, barber shops or other business locations of any kind, nor shall any structure or any part thereof be used for any school, or day-care facility public or private, it being the intention of the parties to this covenant that the ground occupied be used exclusively for single family residential purposes.

20. No road, drive, or any other roadway shall be constructed or used, nor any easement (road and/or utility easement) given, or permitted to remain on or across any lot, or any part thereof, for the purpose of providing ingress or egress, either public or private, whether such access is intended for temporary, permanent, or occasional use, to any parcel of land not originally a part of this subdivision without the express written consent of Stewardship, LLC, an Arkansas Limited Liability Company, its successors, heirs, or assigns.

21. No indoor and/or outdoor yard sales, garage sales, or other types of similar activities shall be permitted at anytime with the single exception that each residential owner shall be permitted to have two such sales per calendar year, provided however, that no merchandise shall be displayed in public view twenty-four (24) hours prior to the start of said sale, the said sale shall be conducted on not more than two (2) consecutive days between six (6) am and six (6) pm, and no merchandise whether sold or unsold shall remain in the public view after six (6) pm on the second day of the sale, and further provided that no more than two lot owners may combine their merchandise in any one sale.

22. The discharge of firearms in or across the subdivision or its roads and right of ways is prohibited, except for public law enforcement personnel performing their official duties.

23. The taking of wildlife (bow hunting, trapping, etc.) is prohibited in this subdivision.

24. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to an ordinary person. Nor shall any substance, thing, or material be placed on any lot that will or could be hazardous to the health or safety of any person, or emit foul or offensive odors or cause any noise that will or could disturb the health, peace, quiet, comfort, or serenity of the adjacent Lot Owners or the

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Property as a whole.

25. It shall be the sole responsibility of the Lot Owner to provide that any culvert tile or other drainage alterations placed in or on Owners Lot, or placed in or on any Right of Way adjacent to Owner's Lot by said Lot Owner, be of adequate size so as not to interfere or further restrict the normal flow of water across or along any adjacent lot or Right of Way. Further, no lot owner shall fill up or otherwise obstruct any ditch along any road right of way resulting in water flowing across any road. A twelve inch diameter tile is recommended at the entrance of each driveway.

26. If a dispute arises concerning the interpretation, meaning, or intention of the covenants herein contained, Stewardship, LLC, an Arkansas Limited Liability Company, or its successors, assigns, or heirs shall be the sole judge as to the interpretation, meaning, or intention of said covenants until such time as Stewardship, LLC, an Arkansas Limited Liability Company no longer owns at least fifty one percent (51%) of the lots at which time the interpretation of the covenants shall be vested to the owners, with the following exception. Stewardship, LLC, a Arkansas Limited Liability Company, its successors, assigns, and heirs hereby reserve the express right to exercise the conditions of paragraph eighteen (18) herein as long as they own one (1) or more parcels of the subdivision.

27. The covenants hereinabove mentioned shall remain in full force and effect for a period of twenty-five (25) years from the date hereof and thereafter shall be automatically extended for successive periods often (10) years each unless amended or canceled as hereinafter provided. Any and all of the covenants, provisions or restrictions set forth in this Deed of Dedication and Bill of Assurance may be amended, modified, extended, changed or canceled in whole, or in part, by written instrument signed and acknowledged by the owners of percent (51%) of the lots in this subdivision, except as herein provided.

28. These covenants, restrictions and provisions shall be deemed covenants running with the land and shall remain in full force and unless and until amended and canceled as authorized herein. In the event of any violation or attempt to violate any of the covenants or restrictions, it shall be lawful for any person, or persons, observing a person or persons violating or attempting to violate such covenants and restrictions either to prevent him, or them from so doing, or to sue to recover damages for any such violations or breaches of covenants or restrictions herein in law or equity, or to seek injunctive or any other equitable relief to prevent such violations or breaches. The invalidation of any restriction set forth herein, or any part thereof, by any order, judgment or decree of any court, or otherwise, shall not invalidate or effect any of the other restrictions, or any part thereof as set forth herein, but they shall remain in full force and effect.

29. Should Stewardship, LLC, an Arkansas Limited Liability Company, or any Resident or any lot owner employ counsel or incur costs and expenses to enforce any of the Covenants, Restrictions, or Provisions contained herein by reason of a breach thereof, the person in breach or default thereof shall be obligated to pay to Stewardship, LLC, an Arkansas Limited Liability Company, or any Resident or any lot owner enforcing the same all such costs and expenses thereby incurred, including reasonable attorney's fees.

WHEREAS, Stewardship, LLC, an Arkansas Limited Liability Company, executes this Deed of  
Dedication and Bill of Assurance for the purposes cited herein.  
WITNESS our hands and seals on this 31st day of October 2014.

\_\_\_\_\_  
Brian Martin

\_\_\_\_\_  
Tracy McMahan

**STATE OF ARKANSAS**

County of \_\_\_\_\_

**BE IT REMEMBERED**, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public, duly commissioned, qualified and acting, within and for the county and state aforesaid, appeared in person the within named Brian Martin and Tracy McMahan to me personally well known as the persons executing the foregoing instrument and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

In Testimony Whereof, I have hereunto set my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

My Commission Expires:

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