

Job No. 4374  
 Date of Plan 1/14/11  
 Scale 1" = 40'

**BOND CONSULTING ENGINEERS, INC.**  
 8091 T. F. Mills Drive  
 Jacksonville, Arkansas 72078  
 Tel: (501) 281-1111 Fax: (501) 281-1111

FOR USE AND BENEFIT OF: EAST BANK

Prepared For:  
 A. Barker & Joe Magdes  
 65 Camp View  
 Sherwood, Arkansas 72076

**FINAL PLAT - MIRACIE HEIGHTS PHASE I**  
 PART OF THE NW 1/4 OF SECTION 16, T-3-N, R-11-W  
 PULASKI COUNTY, ARKANSAS

Sheet	1 of 1
Date	1/14/11
Scale	1" = 40'

Lot 2 = 75 X 157.6  
 Lot 3 = 72.1 X 158.08  
 Lot 4 = 61.76 X 154.08  
 back line = 126.56

Ownership:  
 MIRROR TRUST  
 METROPOLITAN TRUST

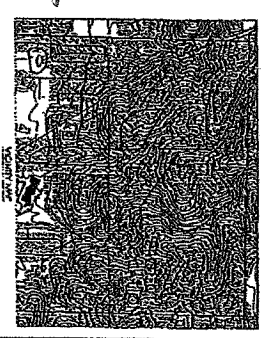
Lot 14  
 Street 46.2  
 North line 174.25  
 South line 141.75  
 Back line 116.37

**LOCAL DESCRIPTION:**  
 PART OF THE NW 1/4 OF SECTION 16, T-3-N, R-11-W, PULASKI COUNTY, ARKANSAS, CONTAINING THE REMAINDER OF THE SANDALWOOD SUBDIVISION, PHASE I, AS SHOWN ON THE PLAT FOR SANDALWOOD SUBDIVISION, PHASE I, RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF PULASKI, ARKANSAS, UNDER RECORD NUMBER 111-111-111. THIS PLAT SHOWS THE LOCATION OF THE REMAINDER OF THE SANDALWOOD SUBDIVISION, PHASE I, AS SHOWN ON THE PLAT FOR SANDALWOOD SUBDIVISION, PHASE I, RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF PULASKI, ARKANSAS, UNDER RECORD NUMBER 111-111-111. THIS PLAT SHOWS THE LOCATION OF THE REMAINDER OF THE SANDALWOOD SUBDIVISION, PHASE I, AS SHOWN ON THE PLAT FOR SANDALWOOD SUBDIVISION, PHASE I, RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF PULASKI, ARKANSAS, UNDER RECORD NUMBER 111-111-111.

**CERTIFICATE OF RECORDING:**  
 I, the undersigned, County Clerk of Pulaski County, Arkansas, do hereby certify that the foregoing plat was duly recorded in the Public Records of the County of Pulaski, Arkansas, under Record Number 111-111-111, on this 14th day of January, 2011.

**CERTIFICATE OF SUBDIVISION:**  
 I, the undersigned, Engineer, do hereby certify that the foregoing plat was duly prepared and recorded in the Public Records of the County of Pulaski, Arkansas, under Record Number 111-111-111, on this 14th day of January, 2011.

**CERTIFICATE OF ACCEPTANCE:**  
 I, the undersigned, Surveyor, do hereby certify that the foregoing plat was duly prepared and recorded in the Public Records of the County of Pulaski, Arkansas, under Record Number 111-111-111, on this 14th day of January, 2011.



**PROTECTIVE AND RESTRICTIVE COVENANTS  
AND  
BILL OF ASSURANCE  
OF  
Miracle Heights Subdivision  
Pulaski County, Arkansas**

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, MICHAEL J. MOTES and AL HARKINS are the owners of the following property in Pulaski County, Arkansas, to wit:

The legal description is included on the "Miracle Heights Subdivision", Pulaski County, Arkansas Plat. This document shall append to the final plat as approved by the Pulaski County Planning Commission, and recorded as instrument #2008 004641 in the Records of Pulaski County, Arkansas, and, any protective covenants and/or dedications shown on either document shall be considered to appear on both, with the exception that should a discrepancy appear, the final plat shall govern.

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

WHEREAS, MICHAEL J. MOTES and AL HARKINS, hereinafter referred to as Grantors, for and in consideration of benefits to accrue to them, which benefits are hereby acknowledged to be of value, has caused said property to be surveyed by BOND CONSULTING ENGINEERS, INC., Registered Land Surveyors, and a plat hereof made which is identified by the title "Miracle Heights Subdivision", Pulaski County, AR and the date

\_\_\_\_\_ and by the signature of said Land Surveyor and said Grantors and bears a Certificate of Approval executed by the Pulaski County Planning Department and is of record in the office of the Circuit Clerk and Recorder of Pulaski County, Arkansas, in Plat Book \_\_\_\_ at Page \_\_\_\_\_, and the Grantor does hereby make this Bill of Assurance.

NOW THEREFORE, Grantors hereby donate and dedicate to the public as easement of way on and over said streets shown by said plat to be used as public streets. In addition, the streets, there are shown on said plat, certain easements which are reserved for the use of public utilities and/or for drainage purposes, subject at all times to the proper authorities and to the easement herein reserved. Owners of the lots shall take title subject to the right of public utilities and the public.

The filing of the Bill of Assurance and the Plat for record in the office of the Circuit Clerk and Recorder of Pulaski County shall be a valid and complete delivery and dedication of the streets and easements subject to the limitations herein set out.

The land embraced in said plat shall forever be known as "Miracle Heights Subdivision", Pulaski County, Arkansas, and any and every deed of conveyance for any lot in said subdivision describing the same by the numbers shown on said plat shall be deemed a sufficient description thereof.

The lots in said "Miracle Heights Subdivision", shall be sold by the Grantors and shall be held, owned, and conveyed subject to and in conformity with the declaration, restrictions, and covenants set forth herein, which shall run with the land, and be binding upon the owner after lots plotted herein and their successors and assigns, to wit:

1. **PUBLIC UTILITIES.** All dwelling and other structures erected upon any lot as a residential dwelling shall be served by public utilities, including public sewer. In the event utilities are constructed inadvertently outside the platted easement, the easement shall be constructed as being five (5') feet on each side of the line as constructed.
2. **EASEMENTS.** No building, fence, incinerator 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 any event any such obstruction is placed thereon in violation of this restriction and reservation, no utility will be liable for destruction of same in maintaining or repairing its lines located within the area of said easement.
3. **LAND USE AND BUILDING TYPE.** No lot shall be used for any other purpose than single family residential, as that term is defined in the Municipal Zoning Ordinance. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height. Said home shall be constructed of the highest class materials and workmanship. The homes exterior finish must be of maintenance free materials such as brick, vinyl siding or EIFS (synthetic stucco). The front of the homes must be 75% brick. The home must have a private garage, attached to the main dwelling, with a minimum capacity for two (2) full size vehicles. No mobile or modular homes shall be permitted. All driveways must be paved either with solid brick pavers or concrete. No other material may be substituted. Driveways must extend from the street to the entrance with a width no less than 6" (+ or -) the width of the garage opening. No business of any nature or kind shall at any time be conducted in any building located on any of said lots except for Real Estate sales and marketing of lots and homes during the construction phase.

4. **PROPERTY LINES AND BOUNDARIES.** Iron pins have been set on all lot corners and points on curve. In the event of 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 original pins as set shall control.
  
5. **MINIMUM PRINCIPAL DWELLING SIZE.** No principal residential structure shall be constructed or permitted to remain upon any building site unless the main floor area thereof, exclusive of porches, patios, garages and breezeways shall be at least 1450 square feet.
  
6. **BUILDING LOCATION.** No building, fence or wall shall be constructed on any lot nearer to the street than the building line shown on said plat. No building shall be located nearer than seven (7) feet to an interior lot line, except when any platted utility easement separates adjoining lots. When a platted utility easement separates adjoining lots, then the side yard setback on those lots shall have an eight (8') feet minimum side yard setback rather than seven (7') feet as allowed on lots not affected by a platted utility easement. No dwelling shall be nearer than twenty-five (25') feet to the rear lot line. No lot shall be subdivided and no more than one dwelling shall be permitted on any one lot.

Outbuilding and Cabana structures may be built and maintained within the building area on any lot when used in connection with a swimming pool, provided that such structures shall only be permitted in the rear yard. Swimming pools and cabana structures may not be built upon any portion of the recorded easement. The interior area of a detached cabana will not be included in the determination of the minimum dwelling size.

Dog houses and pens properly screened by walls, fences or plantings may be constructed and maintained in the rear yard portion of any lot provided however, dog houses shall not be used also for storage sheds, tool sheds or other purposes except as shelter for dogs.

7. **OWNER AND BUILDER/CONTRACTOR RESPONSIBILITY.** Any property owner or builder/contractor shall insure that any contractor performing services for the property shall comply with the provisions of this Bill of Assurance, and shall be responsible for the actions of Contractors to the contrary. No person shall damage, in any way, the utilities, streets or sidewalks. Any damage so inflicted shall become the responsibility of the person who creates the damage. The property owner of Lot 6 shall be responsible for the retention pond.

8. **COMPLETION OF CONSTRUCTION.** Any dwelling must be complete in its entirety within a period of nine months from date such construction is commenced.
9. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines or in the case of a rounded property corner, from the intersections of the street property lines extended, except at the entrance to the subdivision. The same sight lines limitation shall apply on any lot within ten (10') feet from the intersection of the street property line with the edge of a driveway. No tree shall be permitted within such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
10. **FENCING.** If any builder or homeowner wishes to erect a fence, only wood privacy fences shall be allowed in areas facing any street or along any rear property line. Chain link fences will be allowed on side lot lines when not facing any street. Also, no fence will come forward of the actual structure or the lot building line, whichever is further back from the street, except that a house erected on a corner lot may have a side fence no closer than thirty (30') feet to the street on the side of a corner lot, such fence to begin at least fifteen (15') feet behind the front property line. All other perimeter boundaries may follow the lot line. All fencing so placed, shall have the finished side toward the streets where applicable.
11. **LOT, YARD AND HOME MAINTENANCE.** All property owners, including builders, shall keep all grounds and yards mowed, trimmed, and clean. All houses shall be kept in good repair at all times. Each lot owner will be required to keep his lot mowed so that the grass and weeds do not exceed the height of ten (10") inches. Violation of this provision shall entitle Grantor, its successors and/or assigns to mow said lot and charge the cost of same to such offending lot owner. Such expense shall constitute a lien against such lot.
12. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs and cats may be kept on any lot, provided, that they are not kept, bred or maintained for any commercial purposes, and provided, that facilities for maintenance of same are installed, and that the keeping of the same does not constitute a nuisance.

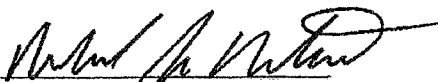
13. **GARBAGE AND REFUSE DISPOSAL.** No lot easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and not be permitted at any time at a location which is visible from the front of the lot.
14. **T.V. SATELLITE DISHES.** T.V. satellite receiving devices shall be located behind the residence or in the dwelling attic space, except for those twenty inches (20") or less in diameter which may be placed on either side or the back of the house.
15. **TEMPORARY STRUCTURES.** No structure of a temporary character, motor home, trailer, travel trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
16. **OUT BUILDINGS.** One building for storage shall be permitted, provided however, that the structure be of new construction and maintained in the rear portion of any lot. The building should not exceed two hundred forty (240') square feet under roof, with specific provisions that there shall be no flat or single slope roof. The roof line shall be the same design as the roof line of the dwelling, the walls should be no more than eight (8') in height, and the building should be architecturally compatible with the dwelling and should not be unsightly.
17. **NUISANCES.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
18. **MOTOR VEHICLE PARKING.** Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot or within the dedicated street. Owners or permanent residents are prohibited from parking in the street. Third automobiles, motorcycles and motor homes will not be parked on grassed (unused) areas of the front or side yard (lot) but will be parked on widened concrete driveways or extended concrete pads on sides of the garage, or behind the residence. Driving and parking in unpaved areas of the yard (lot) are strictly prohibited.
19. **SIGNS.** No billboard, poster, sign or object of unsightly nature shall be placed or permitted to remain on any part of said land, except one sign only per lot not exceeding six square feet in area may be displayed advertising the property for sale or rent, or signs used by a builder or realtor to advertise the property during the construction and sales period.

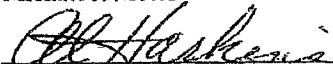
20. **DURATION OF COVENANTS.** These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years from each termination, unless fifty-one percent (51%) of the then owners of the lots agree in writing to amend said covenants and restrictions, either in whole or in part.
21. **PERSONS BOUND BY THESE COVENANTS.** All persons or corporations who now own or shall hereafter acquire any of the lots in this addition shall be deemed to have agreed and covenanted with the owners of all other lots in this addition and with its or their heirs, successors, and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of thirty (30) years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of ten (10) years unless prior to the end of the original term or any successive term or any successive term of the application hereof the owner, or owners of over fifty-one (51%) of the lots in the subdivision agree to the amendment or removal of these covenants in whole or in part. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed or recorded in the office of the Recorder of Pulaski County, Arkansas, duly executed and acknowledged by the requisite percentage of owners.
22. **RIGHT TO ENFORCE.** The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition and bind the present owners, their heirs, successors and assigns, future owners and their heirs, successors, and assigns; and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in this subdivision, their heirs, successors and assigns, and with owners, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lot in this subdivision. Any owner or owners of lots in this subdivision, or owners, shall have the right to sue for and obtain any injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any of these covenants, restrictions or agreements herein contained by the order of a court competent jurisdiction shall in no way effect any of the other provisions hereof which will remain in full force and effect. In the event a lot is sold, a copy of the Bill of Assurance to "Miracle Heights Subdivision" is to be furnished to the buyer. The easements as set forth on the plat referred to are dedicated for utilities and utilities shall be relocated only upon these easements. No recorded easements shall be used by any company or person, other than the owner of

the affected lot or lots, for any other purpose than those designated on the plat of the subdivision. Utility easements are not to be used as a catch-all for any residual materials as a result of building on each lot.

23. **AMENDMENTS.** Any and all of the covenants may be amended, modified, changed or cancelled, in whole or in part, by a written instrument signed and acknowledged by the owner or owners of over fifty-one percent (51%) of the lots in the subdivision, and the provisions of such instrument so executed shall be binding from and after the date it is duly filed for record in Pulaski County, Arkansas.
24. **FINAL PLAT.** The Bill of Assurance shall be appended to the final plat approved by Pulaski County Planning Department. Any dedication or restriction shown on either document shall be considered to appear on both, but should discrepancy appear, the final plat shall govern.
25. **MAINTAINING DRAINAGE EASEMENTS.** Adjoining property owners will mow and maintain the right-of-way and/or drainage easements adjacent to their property.
26. **CURB AND GUTTERS.** No obstruction shall be placed in the street or gutter. Curbs shall be broken at driveways and driveway grades lowered to meet the gutter line not more than two (2") inches above the gutter grade. Where a ten (10") inch curb is used (6" base, 4" crown), curbs will not be broken, however driveway shall match the grade at the back of the curb.
27. **INVALIDATION OF COVENANTS OR RESTRICTIONS.** The invalidation of any one of these covenants or restrictions by judgment of a court of competent jurisdiction shall in no way effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Grantor(s) has caused these presents to be executed this 17<sup>th</sup> day of January, 2008.

By:   
Michael J. Moles

By:   
Al Harkins



THE STATE OF ARKANSAS }

PULASKI COUNTY }

BE IT REMEMBERED, that on this day came before me, a Notary Public within and for the County and State aforesaid, the undersigned Michael J. Motes and Al Harkins to me well known as the grantors in the foregoing document and stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS, my hand and official seal as Notary Public on this  
17th day of January, 2008.

Lowry Brown  
Notary Public





**RATIFICATION TO PROTECTIVE AND RESTRICTIVE COVENANTS  
AND BILL OF ASSURANCE**

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, Michael J. Motes and Al Harkins, did execute that certain Protective and Restrictive Covenants and Bill of Assurance which are recorded as Document No. 2008-084648 and Plat Record No. 2008-084643, respectively, Pulaski County Arkansas Records, which said Protective and Restrictive Covenants and Bill of Assurance did subdivide certain lands owned by it to be platted into an addition known as Miracle Heights Subdivision, an addition to Pulaski County, Arkansas and created certain restrictions.

AND WHEREAS, JOAL, LLC, did not join in the execution of said Protective and Restrictive Covenants and Bill of Assurance.

NOW THEREFORE, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable consideration, this receipt and sufficiency of which is hereby acknowledged, the said JOAL, LLC, do hereby join in and ratify and confirm all things contained in the said Protective and Restrictive Covenants and Bill of Assurance.

WITNESS, our hands and seals this 25th day of February, 2009

JOAL, LLC, AN ARKANSAS  
LIMITED LIABILITY COMPANY  
ATTEST:

BY: Michael J. Motes  
MICHAEL JOE MOTES, MANAGER

BY: Albert R. Harkins  
ALBERT R. HARKINS, MANAGER

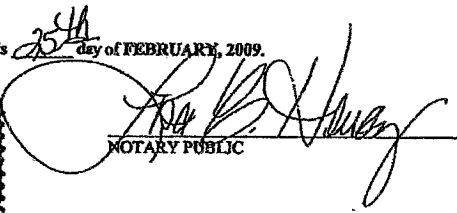
ACKNOWLEDGMENT

STATE OF ARKANSAS )  
COUNTY OF FAULKNER, ) SS

On this day before me personally appeared MICHAEL JOE MOTES, AND ALBERT R. HARKINS, to me personally known who acknowledges that he/she/they are the authorized manager(s)/member(s) of JOAL, LLC, AN ARKANSAS LIMITED LIABILITY COMPANY, and that he/she/they, as such /manager(s)/member(s) being authorized so to do, have/has executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself/herself/themselves as such member(s).

Witness my hand and seal this 25<sup>th</sup> day of FEBRUARY, 2009.

MY COMMISSION EXPIRES:  
Faulkner County, State of Arkansas  
LISA G. HENRY  
My Commission Expires Oct. 17, 2011

  
NOTARY PUBLIC

THIS FORM WAS APPROVED BY  
CHARLES D. DAVIDSON, ATTORNEY  
AT LAW, AND INFORMATION IN THE  
BLANKS WERE COMPLETED BY  
FIDELITY TITLE SERVICES, INC.

11-070258-100

Please return documents to:  
Lenders Title Company  
1719 Merrill Dr.  
Little Rock, AR 72212



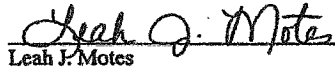
**RATIFICATION OF PROTECTIVE AND RESTRICTIVE COVENANTS  
AND BILL OF ASSURANCE**

**KNOW ALL MEN BY THESE PRESENTS:**

That, WHEREAS, Michael J. Motes and Al Harkins did execute that certain Protective and Restrictive Covenants and Bill of Assurance and Plat which are recorded as Document No. 2008-004640 and Plat Record No. 2008-004641, respectively, Pulaski County, Arkansas records, which said Protective and Restrictive Covenants and Bill of Assurance and Plat did subdivide certain lands owned by them to be platted into an addition known as Miracle Heights Subdivision, an Addition to Pulaski County, Arkansas, and created certain restrictions.

AND WHEREAS, Leah J. Motes did not join in the execution of said Protective and Restrictive Covenants and Bill of Assurance and Plat.

NOW THEREFORE, for and in consideration of the sum of One and no/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Leah J. Motes does hereby join in and ratify and confirm all things contained in the said Protective and Restrictive Covenants and Bill of Assurance and Plat.

  
Leah J. Motes

STATE OF ARKANSAS  
), SS.  
COUNTY OF PULASKI)

On this 7<sup>th</sup> day of November, 2011, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Leah J. Motes, to me personally well know (or satisfactorily proven to be), who stated that she executed the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

*Rod Cameron*

Notary Public

My Commission Expires:

6-21-20



Prepared by:  
Michael J. Motes  
#7 Oaksprings Lane  
Sherwood, AR 72120