

AMENDED AND SUBSTITUTED
BILL OF ASSURANCE
CHEROKEE ACRES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the record owners of Cherokee Acres Subdivision hold title to the lands situated in Fulton County, Arkansas described in that certain Bill of Assurance filed for record on July 14, 1992, in Book 18, at Page 691. In accordance with paragraph IX of the Bill of Assurance, a majority of the owners of the lots situated within the subdivision hereby make this amended and substituted Bill of Assurance.

As part of this Bill of Assurance, certain safeguards, restrictions and provisions hereinafter referred to as "Subdivision Restrictions and Provisions" are hereby placed on the lots of said Subdivision.

SUBDIVISION RESTRICTIONS AND PROVISIONS

I. INTENT AND PURPOSES.

It is the desire and intent of the majority of lot owners to place certain safeguards, restrictions and provisions upon all of the lots situated in said Subdivision for the use and benefit of the future owners of said property; therefore, in consideration of the premises and in consideration of the mutual agreements herein made and set forth, they do hereby agree that all lots in Cherokee Acres Subdivision shall be, and they are hereby, restricted as to their use in the manner and to the extent hereafter set forth, and likewise all provisions relative thereto as hereafter set forth shall fully apply as to all such lots.

All persons, firms and corporations who now own, or who shall hereafter acquire any interest in any of the lots mentioned herein, or affected hereby, shall be bound by the restrictions and provisions herein set forth, with the same force and effect as though they had joined in the execution of this instrument, it being the intention of the undersigned that all restrictions and provisions set forth herein shall be held to be covenants running with the land, binding upon all persons interested in said lots throughout the whole period of time for which these restrictions and provisions shall remain in effect.

II. SUBDIVISION RESTRICTIONS.

- A. Land Use. All lots shown upon the plat aforesaid are hereby designated as single family residential lots and shall not be otherwise used for any other purpose including the practice of any profession or the carrying on of any commercial business of any kind. Mobile or manufactured homes shall not be permitted.
- B. Completion of Buildings. The exterior of any structure erected upon any lot shall be completed within six months after construction has begun, and the interior of any structure erected upon any lot shall be completed within twelve months after construction has begun.
- C. Re-subdivision. No lot as shown on said plat shall be re-subdivided into building plots; but a portion of a lot may be used in connection with an adjoining lot and the total considered as a single building plot.
- D. Area Limitations. No residence shall be erected or placed on any lot which shall have a heated floor space of less than 1,400 square feet exclusive of any portion thereof used for a

- garage or for an outside porch.
- E. Setback Limitations. No building shall be located on any lot nearer than 75 feet from the front lot line, being the center of the road, or nearer than 25 feet from any interior side lot line or nearer than 30 feet from the back lot line. Roof overhangs, steps, stoops and other usual architectural projections shall not be considered as a part of the building.
 - F. Height Limitations. No building shall be constructed which is greater than 2 stories in height nor higher from the average grade than 25 feet to any portion of the building with the exception of chimneys and architectural projections.
 - G. Temporary Structures. No structures of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be constructed or placed on any lot, nor shall any such structures be used on any lot at any time as a residence either temporarily or permanently.
 - H. Livestock and Poultry. No beehives or the breeding or raising of any insects, reptiles, animals, livestock or poultry of any kind shall be permitted on any lot, except for customary house pets provided they are not kept, bred or maintained for any commercial purposes or constitute an annoyance to the neighborhood.
 - I. Maintenance of Property. All owners agree to maintain their respective lots in a neat and acceptable manner, which shall include, but not be limited to, the prompt removal of rubbish, trash, garbage or other waste materials and the trimming, at reasonable intervals, of the trees, shrubs and lawns. Nothing shall be done on any lot which could be considered a nuisance or violation of law. All owners of lots and their guests shall respect the rights of their neighbors for peace and quiet and maintain current registration for all vehicles parked upon any of the premises described herein. No hunting of any type with gun, bow or otherwise shall be permitted within the subdivision.
 - J. Easements for Public Utilities. Perpetual easements as shown on the plats for the use of utilities shall be maintained and become a restriction on each lot where occurring. In addition, each lot shall be subject to ten-foot easements for the installation of water mains and electric facilities. These facilities will be placed where most practical and least detrimental to the said lot.
 - K. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 25 feet from the intersection of the street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction from sight line.

III. GENERAL PROVISIONS.

- A. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them from the date these covenants are recorded. These covenants may be amended or altered in whole or in part by the recording of an instrument executed by a majority of the current owners of record.

Date: 10/3/00

The following residents of Cherokee Acres Rd. do not wish to be annexed into Cherokee Village Ar.

Name:	Address:
1. James Davison	20 Cherokee Acres Rd.
2. Dean Davison	same
3. Robert M. King	22 Cherokee Acres Dr.
4. Marittha C. King	same
5. Ray Beem	56 Cherokee Acres Dr.
6. Duane Spiller	57 Cherokee Acres Dr.
7. Floyd Suterud	57 Cherokee Acres Dr.
8. Bob Taylor	13 Cherokee Acres Dr.
9. Jean Bowman	56 Cherokee Acres Dr.
10. Wayne Roberts	36 Cherokee Acres Dr.
11. Danny Ward	37 Cherokee Acres Dr.
12. Vicki Hard	37 Cherokee Acres Dr.
13. Mike Alexander	40 Cherokee Acres Dr.
14. Tracy Alexander	40 Cherokee Acres Dr.
15. Pat Roberts	36 Cherokee Acres Dr.
16. Gary Sproul	
17. Wanda Sproul	
18. Jopl Davis	17 Cherokee Acres Dr.