

BILL OF ASSURANCE  
GRACE EVANGELICAL FREE CHURCH  
LOT ONE (1): NAVAJO CENTER  
CHEROKEE VILLAGE DEVELOPMENT  
SHARP COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That Cooper Communities, Inc., successor to John A. Cooper Company (formerly Cherokee Village Development Company, Inc.) by reason of merger, holds the title to all of the following described lands situated in Sharp County, Arkansas, to-wit:

A parcel of land lying in the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 29, Township 19 North, Range 5 West of the Fifth Principal Meridian, Sharp County, Arkansas, more particularly described as follows:

Beginning at a point which is 2,978.76 feet South and 3,561.51 feet East of the Northeast corner of said Section 29; thence N 43° 56' 49" E 317.94 feet; thence S 38° 01' 08" E 68.02 feet; thence S 36° 43' 43" E 157.22 feet; thence S 23° 47' 35" E 68.56 feet; thence S 01° 22' 29" W 77.09 feet; thence N 89° 58' 14" W 172.79 feet; thence S 70° 49' 16" W 131.63 feet; thence N 28° 03' 05" W 120.00 feet; thence N 46° 06' 33" W 40.00 feet to the point of beginning and containing 1.822 acres, more or less.

Cooper Communities, Inc. has caused said land to be surveyed and subdivided as a part of said Navajo Center. Said land has been named and shall henceforth be known and designated as Lot One, Navajo Center, Cherokee Village Development, Sharp County, Arkansas. Cooper Communities, Inc. has caused said land to be platted, which plat reflects the location of the lot and also the location, widths and the names of the streets and other vehicular ways. All streets and other vehicular ways are dedicated to the public unless otherwise indicated upon the plat aforesaid, or as otherwise indicated herein.

The plat aforesaid of Lot One, Navajo Center, Cherokee Village Development, Sharp County, Arkansas, is recorded in Plat Book 10 at Page 25 in the office of the Circuit Clerk and Ex-Officio Recorder in and for Sharp County, Arkansas and is filed for record simultaneously with the filing for record of this Bill of Assurance. Said plat is by reference made a part of this Bill of Assurance and this Bill of Assurance is likewise made a part of the plat aforesaid as fully as though written thereon word for word.

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

SUBDIVISION RESTRICTIONS AND PROVISIONS

I. INTENT AND PURPOSES

It is the desire and intent of Cooper Communities, Inc. to place certain safeguards, restrictions and provisions upon the lot situated in said Addition 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, Cooper Communities, Inc., its successors, assigns and grantees, and for their successors in title, to Cherokee Village Development, Sharp County, Arkansas, shall be and is hereby restricted as to 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 such lot.

All persons, firms and corporations who now own, or who shall hereafter acquire any interest in the lot mentioned herein, or affected hereby, shall by acceptance of such conveyance, 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 Cooper Communities, Inc. 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 lot throughout the whole period of time for which these restrictions and provisions shall remain in effect.

## II. ARCHITECTURAL CONTROL COMMITTEE

A. Cooper communities, Inc. creates and establishes contemporaneously with and by this Bill of Assurance an Architectural Control Committee, hereinafter referred to as the "Committee" with the responsibility of maintaining the values of the property lying within the Addition, as well as within the entire Cherokee Village Development, and also for the purpose of enforcing the restrictions and provisions herein provided and waiving same in hardship cases, as well as passing and issuing additional orders, rules, restrictions and provisions in aid and furtherance of the purposes aforesaid.

B. The Architectural Control Committee is composed of Joe N. Basore, Kenneth Blackwood and Max Solomon; and a majority of the Committee may designate a representative to act for the Committee, and the action of such representative shall be as effective as if the entire Committee had acted. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of three-fourths of the total property contained in the Navajo Center shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or restore it to any of its powers and duties.

The Committee approval or disapproval of each submission of plans or specifications as required in these covenants shall be in writing; however, in the event the Committee, or its designated representative, fails to approve or disapprove a submission in writing within sixty (60) days after receipt of full and complete documentation as required in these covenants or by the Committee, then written approval will not be required and approval by the Committee shall be presumed.

## III. SUBDIVISION RESTRICTIONS

### A. LAND USE:

All lots shown upon the plat aforesaid shall be controlled by the notes on the recorded plat thereof and shall not be otherwise used.

### B. APPROVAL OF PLANS:

No building, appurtenances thereto, or other structure shall be erected, placed or altered on any lot until full and complete construction plans and specifications and a topographical site plan showing the location of the proposed structure shall have been presented to and approved in writing by the Architectural Control Committee as to quality of workmanship and material, structural design and appearance, harmony of external design with the existing structures within the Addition, and as to location with respect to property, topography and finish grade elevation. The Committee may require additional submissions which are, in its discretion, necessary for a full and complete review of the proposed construction in keeping with its responsibilities hereunder.

### C. CONSTRUCTION OF BUILDINGS:

Prior to beginning construction of a building, appurtenances thereto or any other structure upon any lot herein, the owner of that lot shall furnish to the Architectural Control Committee proof that a suitable completion board has been made by the contractor or builder to insure completion of the structure and to indemnify the owner against materialman's and mechanics' liens.

If the owner is his own builder, he shall furnish to the Architectural Control Committee satisfactory credit information and proof of financial ability to complete the structure within the time requirements hereinafter set forth.

In any case, the owner shall furnish the Architectural Control Committee with satisfactory proof that builder's risk insurance, including workman's compensation insurance, if applicable, will be in effect for the construction period.

### D. COMPLETION OF BUILDINGS:

(1) The exterior of any structure erected on or moved upon any lot shall be completed within six (6) months after construction has begun, or within such other period of time as fixed by the Architectural Control Committee in their written approval for construction, and in

accordance with the Cherokee Village Building Code as formally adopted by the Architectural Control Committee and approved by Cooper Communities, Inc. In the absence of such a building code, the provisions of the most recently revised edition of the Standard Building Code of the Southern Building Code Congress International, Inc. will be substituted. Completion of the exterior shall include completion of any and all kinds of details of exterior construction or finish which in their absence shall change the appearance of the structure from that approved by the Architectural Control Committee.

(2) The interior of any structure erected on or moved upon any lot shall be completed within twelve (12) months after construction has begun, or within such other period of time as fixed by the Architectural Control Committee in their written approval for construction, and in accordance with the Cherokee Village Building Code as formally adopted by the Architectural Control Committee and approved by Cooper Communities, Inc. In the absence of such a building code, the provisions of the most recently revised edition of the Southern Building Code of the Southern Building Code Congress International, Inc. shall be substituted. Completion of the interior shall include completion of any and all kinds of details of interior construction or finish which in their absence shall change the appearance of the structure from that approved by the Architectural Control Committee. Electric wiring installed in any structure shall be in accordance with the standards required by the most recently revised edition of the National Electric Code or with the standards required by the local power company, whichever are more restrictive. Plumbing shall be in complete accordance with the requirements set up by the Arkansas State Health Department or the Standard Building Code of the Southern Building Code Congress International, Inc., whichever is more restrictive.

#### E. INSPECTIONS:

All structures will be submitted to inspections as required by the Architectural Control Committee and/or its representative to determine compliance with completion dates as herein provided and in accordance with the plans and specifications and other documentation upon which written approval for construction was granted by the Committee. In the event the completion dates and requirements above provided are not met, the Architectural Control Committee shall have the right but not the obligation to hire a contractor to promptly complete the work in accordance with such requirements and to bill the owner for the amount expended plus 10% of such amount for administration. In the event that the owner does not pay said charges, the Architectural Control Committee shall have the right to file a lien against the property and proceed in law or equity to sell the property and obtain said charges. All money received over and above said charges and court costs shall be returned to the owner.

#### F. RESUBDIVISION:

No lot as shown on said plat shall be resubdivided without prior written approval of the Architectural Control Committee.

#### G. HEIGHT AND SETBACK LIMITATIONS:

Structures shall be controlled as to height and setback limits by the Architectural Control Committee, provided, however, that setback lines may not be less restrictive than those reflected upon the recorded plat, if any.

#### H. EASEMENTS FOR PUBLIC UTILITIES:

Cooper Communities, Inc. for itself, its successors and assigns, hereby reserves all easements for installation and maintenance of utilities and drainage facilities as reflected upon the recorded plat and as herein provided, and by reason of such reservation, shall have the right to install or have installed water mains, power lines or any other utility or drainage facility within such easements without notification to the lot owner; however, all such facilities will be placed within the easement wherever such installation would be most practical and least detrimental to the lot. Such easements as so reserved shall be assignable, perpetual, alienable and releasable on the part of Cooper Communities, Inc., its successors and assigns.

Within easements as reflected upon the recorded plat or as herein provided, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility-company is responsible.

In addition, Cooper Communities, Inc., for itself and its successors and assigns, hereby reserves and is given an assignable, perpetual, alienable and releasable easement, privilege and right on, in, over and under the hereinafter designated portions of the herein described lands to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines and drainage ditches or drainage structures, sewer and other suitable equipment and structures for drainage and sewerage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under the property reflected upon said plat:

a. "Common Properties," in the event that there are any such designated properties upon said plat;

b. All streets and other vehicular ways reflected upon said plat.

Cooper Communities, Inc. shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to herein. The owners, other than Cooper Communities, Inc., of the lot or lots subject to the privileges, rights and easements referred to herein, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements are and shall remain private easements and the sole and exclusive property of Cooper Communities, Inc. and its successors and assigns.

In addition, Cooper Communities, Inc., for itself, its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right to place upon any "Common Properties" reflected upon the plat aforesaid if, in fact, there are any such "Common Properties" reflected upon said plat, water pump stations, water reservoirs, overhead water reservoirs, water meter stations, water pressure reducing stations, water hydrants and water system structures, and Cooper Communities, Inc. likewise reserves unto itself, its successors and assigns, the specific right to transfer and convey such easement, privilege and right with or without any of such improvements located thereon.

#### I. FENCES:

No fence or wall may be constructed or erected on any lot until the construction plans and specifications therefore have been given specific written approval prior to construction, pursuant to and in accordance with Paragraphs B and E hereof, by the Commission and in no event shall such fence or wall be constructed or erected in the area outlined in Paragraphs L of this SECTION III.

This restrictive covenant shall not be construed so as to in any way lessen or limit the effect of intent of the preceding Paragraph H which shall control this covenant in all cases of conflict. If it becomes necessary to partially or completely remove any such fence or wall in order to install or maintain utility or drainage facilities within any easements reserved herein, the cost of such removal and reconstruction, if any shall be borne by the lot owner.

#### J. SEWAGE DISPOSAL:

No building shall be maintained or erected upon the lot unless the owners thereof shall install any sewer line extensions and appurtenances thereto necessary to connect to the then existing central sewer collection system serving said Navajo Center. Said sewer line extension and appurtenances thereto shall be located and constructed in accordance with the requirements of the central sewer system owners and of the Arkansas State Department of Health. In the event that the owners of the central sewer system and the Arkansas State Department of Health give prior approval thereto, a temporary individual sewage system may be installed upon the lot in lieu of the construction of said sewer line extension and appurtenances thereto. Said individual sewage disposal system shall be located, constructed and operated in accordance with the requirements, standards and recommendations of the Arkansas State Department of Health. Said temporary individual sewage disposal system shall be abandoned and the building connected to the central sewerage collection system whenever the owners of the central sewerage collection system is prepared to accept the aforesaid necessary extension and appurtenances thereto.

#### R. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste incidental to the use of the property as herein provided shall not be kept except in

covered sanitary containers and disposition of same shall be prompt. There shall be no burning of trash, garbage, or other waste material upon any lot without the prior written approval of the Architectural Control Committee and provided that the facilities therefore have been installed and are operated and maintained in accordance with the Committee permit and all applicable laws, rules and regulations.

L. 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 lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a 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 of such sight lines.

M. NUISANCES:

No noxious or offensive activity shall be carried on upon any part of the above-described premises nor shall anything be done thereon which may be or may become an annoyance or nuisance to the area or which may be or become offensive by reason of color, design or emission of odor, liquid, gas, smoke, vibrating or noise or for any other reason.

N. TEMPORARY STRUCTURES:

No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be constructed or placed or allowed to remain on any lot without approval by the Architectural Control Committee, nor shall any such structures be used on any lot at any time as a residence, either temporarily or permanently.

O. SIGNS:

No sign of any kind shall be displayed to the public view on any lot or upon any building or other structure thereon except:

- (a) Signs erected by the appropriate authorities for identification of streets, traffic control or directional purposes;
- (b) Signs erected by the developer in connection with its development or sales program or to identify the Navajo Center;
- (c) Signs erected by the property owner to identify the use or establishment located on the property;
- (d) Signs of a temporary nature advertising property for sale or for lease or construction signs.

Signs in Sections (c) and (d) above shall require a permit of the Architectural Control Committee after submission of plans therefore, including additions or alterations thereto, and may not be erected without such permit.

P. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Q. LIVESTOCK AND POULTRY:

No beehives or the breeding or raising of any insects, reptiles, fish, worms, animals, poultry, etc., of any kind shall be permitted on any lot when such activity will, in the opinion of the Architectural Control Committee, constitute an annoyance to the area.



was filed for record in my office on the 19<sup>th</sup> day of April A.D. 1982 at 11:30 o'clock A.M. and the same is now duly recorded with the acknowledgement \_\_\_\_\_ and certificate \_\_\_\_\_ thereon, in Record Book vol. 192 page 125.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said court this 19<sup>th</sup> day or April, A.D. 1982.

\_\_\_\_\_ Tommy Estes, Clerk by \_\_\_\_\_ Deputy Clerk

**SIGNED AND CERTIFIED COPY ON FILE AT CHEROKEE VILLAGE CITY HALL, 2 SANTEE DR., CHEROKEE VILLAGE, AR 72529. If there is a conflict between this copy and the official document, the official document always governs.**

**EFFECTIVE FEBRUARY 15, 1999 THE ARCHITECTURAL CONTROL COMMITTEE HAS BEEN REPLACED BY THE PLANNING AND ZONING COMMISSION.**