

## BILL OF ASSURANCE

### HIAWATHA FIRST ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That Cherokee Village Development Company, Inc., a corporation, holds the title to all of the following described lands, situated in the Northern District of Sharp County, Arkansas, to-wit:

Fractional part of the West Half (W ½), Southeast Quarter (SE ¼), Southeast Quarter (SE ¼); West Half (W ½), Northeast Quarter (NE ¼), Southeast Quarter (SE ¼); East Half (E ½), Southwest Quarter (SW ¼), Southeast Quarter (SE ¼) Section 16, Township 19 North, Range 5 West, of the Fifth Principal Meridian, Sharp County, Arkansas.

The Grantors, Cherokee Village Development Company, Inc., has caused portions of said lands to be surveyed and subdivided to lots, blocks and streets. Said subdivision has been named and shall henceforth be known and designated as Hiawatha First Addition.

The Cherokee Village Hiawatha First Addition contains two blocks, numbered 1 and 2, and the Grantors have executed a plat showing the locations of said blocks and the number and dimension of the lots in said blocks; also the locations, widths and the names of the streets. All streets of said subdivision are hereby dedicated to the public for its use and benefit forever.

The plat of the Cherokee Village Subdivision, Hiawatha First Addition is recorded in plat Book 2 at page 545 in the office of the Circuit Court Clerk and Ex-Officio Recorder in and for the Northern District of Sharp County, Arkansas.

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

#### SUBDIVISION RESTRICTIONS

The purpose of these restrictions is to provide uniform protection for all property owners in these subdivisions by the establishment of minimum standards of land use, building sizes, set-back requirements and the prohibition of certain undesirable uses and practices for the entire subdivision.

##### I. LAND USE

All lots shown on said plats are hereby designated as a single family residential district.

##### II. GENERAL PROVISIONS

(a) Nothing shall be allowable on premises in any zone established which would in any way be offensive or obnoxious by reason of color, design, or the emission of odors, liquids, gases, dust, smoke, vibration or noise. Nor shall anything be placed, constructed or maintained that would in any way constitute an eyesore or nuisance to adjacent property owners, residents, or to the community.

(b) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved

The Architectural Control Committee is composed of John A. Cooper, Joe N. Basore and J. A. Gwaltney. A majority of the committee may designate a representative to act for it. In the event of 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 a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(c) No building shall be erected or moved on to any lot of this subdivision which does not conform to the following restrictions of use, area, setbacks and other restrictions herein set forth.

(d) No structure of a temporary character, 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.

(e) No lots as shown on said plat shall be resubdivided into building plots, but a portion of a lot adjoining a lot may be used in connection therewith and the total considered as a single building plot. The building line and side line setbacks shall be determined with reference to such increased plot.

(f) All residences constructed on the property herein shall be for residential purposes only and the use of said residences, for the practice of any profession or commercial and business use of any kind is prohibited.

No bee hives or the breeding or raising of any insects, reptiles, or animals and fowls other than customary house pets are permitted.

### III. SETBACK LIMITATIONS

Setback restrictions shall apply to all structures constructed and erected on said property, as follows:

- Front yard.....25 feet from property line
- Side Yard.....5 feet from property line
- Rear yard.....25 feet from property line
- Corner Lots.....25 feet from both streets
- Roof overhangs, steps, stoops, and architectural projections are excepted.

### IV. HEIGHT LIMITATIONS

No building shall be greater than two stories in height nor higher from the average grade than 25 feet, to any portion of the building except chimneys and architectural projections.

Garden Walls – garden walls, not exceeding 5 feet in height may be constructed anywhere within property lines.

### V. AREA LIMITATIONS

No building shall be constructed unless it contains a minimum of 400 sq. feet.

### VI. EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE

Perpetual easements as shown on the plats for the use of utilities shall be maintained and become a restriction on each individual lot where they occur. Where utilities easements occur on the rear of lots, the house sewer shall be located on the side facing the easement.

### VII. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or 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.

### VIII. 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 sightline limitations shall apply on

any lot within 10 feet from the intersection of a street property line with the edge of a drive-way or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction from such sightline.

IX. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

X. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenants either to restrain violation or to recover damages, and failure to neglect to enforce any provisions hereof shall not constitute a waiver or operate as an estoppel.

XI. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force.

IN WITNESS WHEREOF, the said Cherokee Village Development Company, Inc., a corporation, has caused this instrument to be signed by its Vice-President and its Assistant Secretary and its corporation seal to be affixed this 4<sup>th</sup> day of September 1956.

CHEROKEE VILLAGE DEVELOPMENT CO, INC. \_\_\_\_\_ Vice President

ATTEST: \_\_\_\_\_ Assistant

Secretary

**ACKNOWLEDGMENT.**

STATE OF ARKANSAS)

SS

COUNTY OF SHARP)

On this 4<sup>th</sup> day of September 1956, before me, a Notary Public in and for said county and state, duly commissioned and acting, appeared in person the within named Joe N. Basore and Ann W. Basore to me personally well known, who stated that they were the Vice President and Assistant Secretary of the Cherokee Village Development Co., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and stated

IN WITNESS HEREOF, I have hereunto set my hand and affixed the seal of said Court, this 4<sup>th</sup> day of September, 1956.

Certificate of Record

STATE OF ARKANSAS)

) ss

COUNTY OF SHARP )

I, Thomas R Freeman, County and Circuit Clerk, and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 4<sup>th</sup> day of September A.D. 1956, at 1:00 o'clock, P.M. and the same is now duly recorded with the acknowledgment and certificates thereon, in Record Book 31, Page 292 & 293.

IN TESTIMONY, WHEREOF, I have hereunto set my-hand and official seal this 4<sup>th</sup> day of September 1956.

**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.**