

BILL OF ASSURANCE  
ONEIDA FOURTH 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:

A parcel of land lying in and being a part of the NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  (0.5 AC+-), the NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  (45.0 AC +-); and the N  $\frac{1}{2}$  SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  (3.3 AC+-), Section 19, T-19-N, R-5-W, of the Fifth Principal Meridian and containing in all 48.8 acres more or less.

The Grantors, Cherokee Village Development Company, Inc., has caused said lands to be surveyed and subdivided into lots, blocks, and streets. Said subdivision has been named and shall henceforth be known and designated as Cherokee Village Subdivision Oneida Fourth Addition.

The Cherokee Village Subdivision Oneida Fourth Addition contains part of blocks 18 and 20 and blocks 19, 21, 22 and 23 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, Oneida Fourth Addition, is recorded in plat Book 3 at page 193 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 hereby are 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 George M. Billingsley. 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.

The exterior of any building erected on or moved on to any lot in this subdivision shall be completely finished within six months of the date of the start of construction. This shall include underpinning, exterior siding, windows and doors, corner boards, molding, chimneys, roof rakes, roof overhangs, roof cornices, fascias, porches, steps and any and all kinds of details of exterior construction or finish which in their absence shall change the appearance of the building from that approved by the architectural control committee.

In the event of non-compliance with this paragraph, the architectural control committee shall have the right, to hire a contractor to do the work necessary for compliance, and to bill the owner for this work together with a charge for administration amounting to 10 percent of the contractor's bill. In the event that the owner does not pay said charges in full within 60 days of receipt of 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 to obtain said charges. All money received over and above said charges and court cost to be returned to the owner.

(e) No lots as shown on said plats 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 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, boat docks, and/or any portion of any lot for the practice of any profession or commercial business 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.

(g) No building shall be maintained or erected except that the owners shall install sewage disposal facilities which meet all requirements of the Arkansas State Health Department.

### 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 front and 15 feet from side

Roof overhangs, steps, stoops, and architectural projections are excepted.

### IV. HEIGHT LIMITATIONS

No building in this subdivision 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, not exceeding 5 feet in height, may be constructed anywhere within property lines.

### V. AREA LIMITATIONS

No building shall be constructed in this addition unless it contains a minimum of 600 square 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.

In addition, each lot shall be subject to easement for the installation of water mains and electric facilities. These facilities will be placed where most practical and least detrimental to the said lot. Cherokee Village reserves the right to declare such easements and install utilities without notification to lot owners.

### 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 container.



I, Elvis Carver, 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 31<sup>st</sup> -    day of October A.D. 1961, at 9:00 o'clock, A.M. and the same is now duly recorded with the acknowledgment and certificates thereon, in Record Book 34, Page 578-579-580.

IN WITNESS HEREOF, I have hereunto set my hand and affixed the seal of said Court, this 31<sup>st</sup> day of October, 1961.

**ACKNOWLEDGMENT.**

STATE OF ARKANSAS)

SS

COUNTY OF SHARP)

On this 16<sup>th</sup> day of October 1961, 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 J.A. Qwaltney to me personally well known, who stated that they were the Vice President and Assistant Secretary of the Cherokee Village Development Co., Inc., 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 TESTIMONY WHEREOF, I have hereunto set my hand and official seal this - 16<sup>th</sup> day of October 1961.

**Certificate of Record**

STATE OF ARKANSAS)

) ss

COUNTY OF SHARP )

I, Elvis Carver, 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 24<sup>th</sup> -    day of October A.D. 1961, at 1:00 o'clock, P.M. and the same is now duly recorded with the acknowledgment and certificates thereon, in Record Book 34, Page 575-576.

IN WITNESS HEREOF, I have hereunto set my hand and affixed the seal of said Court, this 24<sup>th</sup> day of October, 1961.

**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.**