

## BILL OF ASSURANCE

### THUNDERBIRD 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:

A parcel of land lying in the SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  (8.4 AC), NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  (9.1 AC), NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  (14.4 AC), SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  (34.8 AC), SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  (13.5 AC), NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  (1.8 AC) of Section 17 T-19-N, R-5-W and NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  (0.4 AC) NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  (1.1 AC) of Section 20, T-19-N, R-5-W of the Fifth Principal Meridian, Sharp County, Arkansas, containing in all 83.5 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, Thunderbird Addition.

The Cherokee Village Subdivision Thunderbird Addition contains six blocks, numbered 1,2,3,4,5,6, 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, Thunderbird Addition, is recorded in Plat Book 3 at page 189 in the office of the Circuit Court Clerk and Ex-Officio Recorder of 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 noises. 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 structures 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 details of exterior construction or finish, which in their absence, 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 per cent of the contractor's bill. In the event that the owner does not pay said charges in full within sixty (60) days of the 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 costs to be returned to the owner.

(e) No lots as shown on said plats shall be re-subdivided 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 use of any kind is prohibited.

No beehives 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
- SideYard..... 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 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 1000 square feet in Block 1. Eight hundred (800) square feet shall be the building requirements in all other blocks of this addition.

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. The 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.

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 line with the edge of a driveway 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 of 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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 person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, and failure or neglect to enforce any provision 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 19<sup>th</sup> day of September 1961.

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

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

THE ORIGINAL ON FILE HAS NO ACKNOWLEDGEMENT OR CERTIFICATE ATTACHED WITH SIGNATURES. IT CAN BE SEEN AT CHEROKEE VILLAGE CITY HALL, 2 SANTEE DRIVE, CHEROKEE VILLAGE, ARKANSAS. If there is a conflict between this copy and the official document, the official document always governs.

EFFECTIVE 2-15-99, THE ARCHITECTURAL CONTROL COMMITTEE HAS BEEN REPLACED BY THE PLANNING AND ZONING COMMISSION.