

BILL OF ASSURANCE

C.V. 2ND 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:

The North Half (N $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of section Sixteen (16), Township Nineteen (19) North, Range Five (5) West, containing 30 acres of land, more or less, and

The West Half (W $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16) Township Nineteen (19) North, Range Five (5) West, containing 10 acres of land, more or less.

The granters, 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 and Cherokee Village Subdivision Second Addition, Hardy, Arkansas.

The Cherokee Village Subdivision contains three blocks, numbers 1 to 3 inclusive, and the grantors have executed a plat showing the locations of said blocks and the number and dimension of the lots in said block; 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 is recorded in plat Book 2 at page 498 in the office of the Circuit Court Clerk and Ex-Officio Recorder in and for the Northern District of Sharp County Arkansas.

The plat of the Cherokee Village Subdivision Second Addition is recorded in plat Book 2 at page 499 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 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 eye-sore or nuisance to adjacent property owners, residents, or to the community.

(b) All buildings hereafter constructed shall be of an architectural style and color which will harmonize with the premises and with other buildings on both sides of the same block, and before any person or persons shall erect any building on said lots, they shall first submit plans showing the type of structure to be erected and that said plans shall first submit plans showing the type of structure to be erected and that said plans shall be of an architectural style and color which will harmonize with other buildings on both sides of the same block, to Cherokee Village Development Company, Inc. for its approval or disapproval. Should Cherokee Village Development Company, Inc., fail to act on said plans within 15 days, then a committee of three members is to be elected by a majority of the property owners in said block to approve or disapprove said plans.

(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 resident either temporarily or permanently.

(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 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, boat docks, and/or any portion of any lot 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
- Rear yard.....25 feet from property line
- Side yard.....10 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---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 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.

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 with 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 (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 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 all persons or person 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 of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

IN WITNESS WHEREOF, the said Cherokee Village Development Company, Incorporated, 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 8 day of May 1954.

CHEROKEE VILLAGE DEVELOPMENT CO, INC. _____ Vice President

ATTEST: _____ Assistant

Secretary

CERTIFIED COPY

STATE OF ARKANSAS
COUNTY OF SHARP

I, R. L. HIGGINBOTTOM, County and Probate Clerk, within and for the county and state foresaid, do hereby certify that the annexed and foregoing instrument of writing is a true and correct copy of Bill Of Assurance , Second Addition recorded on the 8th day of May 1954 in Deed Record Book Vol 28 Page 107.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 21st day of October, 1958.

_____ Clerk

_____ 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.