

Book 2007 Page 25456

CERTIFICATE OF RECORD  
 Doc# 200707637  
 Book:2007  
 Pg:25456 - 25459  
 Filed & Recorded  
 12/04/2007  
 02:55:13 PM  
 Official Records of  
 TOMMY ESTES  
 CIRCUIT COURT & COUNTY CLERK  
 SHARP COUNTY COURTHOUSE

## BILL OF ASSURANCE

### KNOW ALL MEN BY THESE PRESENTS:

THAT, Lance Hall holds title to the following described lands situated in Sharp County, Arkansas, D.C. to-wit:

Lot One (1) thru Lot Three (3) Hall Heritage Addition, Sharp County, Arkansas, as shown on the plat of record in Plat P07 at page 237.

As a part of the Bill of Assurance, certain safeguards and restrictions hereinafter referred to as "Subdivision Restrictions" are hereby placed on said tracts of land, said lands known as Hall Heritage Addition, Sharp County, Arkansas.

#### ARTICLE ONE:

All parcels developed from the above-described tract of land shall be used for single family residential structures. Once construction of a structure has begun, a one (1) year completion date is required. Any structure that does not comply will be torn down and moved away at the owner's expense.

#### ARTICLE TWO:

No structure shall be erected, moved or altered or permitted to remain upon the lands described above other than single family residential structures, and other non-residential buildings incidental to the residential use of said lands, said non-residential buildings shall be placed in back of the residence and shall be constructed of good quality material and workmanship and be of a design and color so that it will blend in with the residential building. All such residential and non-residential buildings shall be placed at least ten (10) feet from sides of each lot and at least twenty-five (25) feet from the front and back lines.

#### ARTICLE THREE:

Any fencing must likewise be properly maintained by owner, and is not to encroach or overlap onto neighboring tracts. Fencing must not exceed four (4) feet in height. Corner lots must not exceed three (3) feet in height on street sides. No barb wire fence shall be allowed. No privacy fences shall be allowed except around pools and next to adjacent non-subdivision property.

#### ARTICLE FOUR:

No residential structure of less than 1,400 square feet of heated area and a separate garage and/or storage building not to exceed 1/4 of the size of the home shall be erected or placed on any building site. The square footage shall be measured at the exterior building line but shall be exclusive of overhang, sidewalks, decks, and detached garages.

#### ARTICLE FIVE:

No mobile home, underground type home, motor home, tent garage, barn, outbuilding or other structure of a temporary or transitory nature shall be used upon said lands as a residence, either temporarily or permanently.



**ARTICLE SIX:**

No noxious or offensive trade or activity shall be carried on or upon any lot. Nor shall any trash or other refuse be thrown, placed or dumped upon any vacant parcel or shall anything ever be done which may or shall become an annoyance or nuisance to the neighborhood or area in general. Trash, garbage or other wastes shall not be kept except sanitary containers, incinerators or other equipment for the storage or disposal of such refuse. Any disabled car, refrigerator, stove or any other vehicle or junk shall not be permitted on these lots and in the event any junk is found by the undersigned, upon notice to the owner of ninety (90) days, the same shall be removed at the expense of the tract owner. No advertising signs of any kind may be placed or erected on any parcel of property, except a standard "Home for Sale" sign.

**ARTICLE SEVEN:**

Neither the above-described lands nor any part thereof may be used for non-agricultural, commercial, manufacturing or professional (except in residence type businesses) purposes. No parcels of land shall be subdivided.

**ARTICLE EIGHT:**

All residences must be kept in an attractive fashion. Lawns must be properly maintained and kept.

**ARTICLE NINE:**

Said lands shall be limited to the following household pets, to-wit: maximum of 2 dogs and maximum of 2 cats. The household pets shall not be kept on a chain or chase. The breeding or raising of insects, reptiles, animals or fowls is prohibited. No pet pens shall be allowed.

**ARTICLE TEN:**

The provisions of this Bill of Assurance shall be enforceable by owners or any agent thereof, or by the owner of any parcel within the above-described lands. Enforcement shall be proceedings at law or in equity against any person, partnership or corporation violating or attempting to violate any covenant or restriction. Failure to enforce any provision herein in one instance shall not constitute a waiver or estoppel of the right to do so in a later instance.

**ARTICLE ELEVEN:**

Should any provision of this Bill of Assurance be held invalid or unenforceable, the remaining provisions shall remain valid and in full force. These covenants and restrictions shall run with the land for a period of ten (10) years and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of said parcels has been recorded, agreeing to change said covenants in whole or in part.

**ARTICLE TWELVE:**

Any notice of violation of these covenants and restrictions shall be deemed to have been properly sent when mailed certified and post paid to the last known address of the person to whom it is addressed.

**ARTICLE THIRTEEN:**

The Architectural Control Committee shall be composed of the Owners of Record of Lots One (1), Two (2), and Three (3), Hall Heritage Addition.

IN WITNESS WHEREOF, Lance Hall, has caused this instrument to be signed by it's owner on this 29 day of Nov, 2007.

Lance Hall for Hwy Heritage LP

**ACKNOWLEDGEMENT**

STATE OF California  
Count of Orange

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, Lance Hall ~~Connie I. Hacker~~, to me well known as Lance Hall, and stated that he, being authorized to do so, had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth, by signing his name(s) themselves.

WITNESS my hand and official seal on this 29<sup>th</sup> day of November, 2007.

(seal)

Connie I. Hacker  
Notary Public

My Commission Expires: Sept. 8, 2009



State of California }  
County of Orange } ss.

### CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

on November 29, 2007, before me, Connie I Hacker, Notary Public  
Date Printed Name of Notary Public

personally appeared Lance Hall  
Printed Name(s) of Signer(s)

- personally known to me - or -
- proved to me on the basis of satisfactory evidence:
  - form(s) of identification Calif Drivers License
  - credible witness(es) \_\_\_\_\_

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

Connie I Hacker  
Signature of Notary Public

#### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bill of Assurance

containing 3 pages, and dated 11-29-07

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: Self  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> Other	
<u>NONE</u>	