

BILL OF ASSURANCE

LOS INDIOS SUBDIVISION, BLOCK 1

SHARP COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That Cooper Communities, Inc., successors to John A. Cooper Company (formerly Cherokee Village Development Company, Inc. ) by reason of merger, holds the title to all of the following described lands situated in Sharp County, Arkansas, to-wit:

A parcel of land lying in the NW ¼ of the NW ¼ (0.583 acres+) and in the SW ¼ of the NW ¼ (0.034 acres +-) of Section 17, Township 19 North, Range 5 West of the Fifth Principal Meridian, Sharp County, Arkansas, being more particularly described as follows:

Beginning at a point 352.52 feet East and 1,281.92 feet South of the Northwest corner of said Section 17; thence, N75° 28' 28" E 98.87 feet; thence N 62° 57' 36" E 102.51 feet; thence S84° 51' 57" E 151.81 feet; thence, S06° 59' 40" E 87.55 feet; thence S66° 54' 00" W 64.68 feet; thence S 65° 29' 28" W 27.60 feet, thence N70° 09' 00" W 149.27 feet; thence, N89° 40' 00" W 100.00 feet; thence N58° 28' 08" W 28.00 feet to the point of beginning, containing 0.617 acres, more or less.

Cooper Communities, Inc. has caused said land to be surveyed and subdivided as a Subdivision. Said Subdivision has been named and shall henceforth be known and designated as Los Indios Subdivision, Block 1, Sharp County, Arkansas, and it contains one lot numbered 1. Cooper Communities, Inc. has caused said subdivision to be platted, which plat reflects the location of said lot and the dimensions of lot; also the location, widths and the names of the streets and other vehicular ways, if any.

The plat aforesaid is recorded in Plat Book 11 at Page 78 in the office of the Circuit Clerk and Ex-Officio Recorder in and for Sharp County, Arkansas, and is filed for record simultaneously with the filing for record of this Bill of Assurance and this Bill of Assurance is likewise made a part of the plat aforesaid as fully as though written thereon word for word.

As a part of this Bill of Assurance, certain safeguards, restrictions and provisions hereinafter referred to as "Subdivision Restrictions and Provisions" are hereby placed on the described lot of said Addition.

ADDITION RESTRICTIONS AND PROVISIONS

I.

INTENT AND PURPOSES

It is the desire and intent of Cooper Communities, Inc. to place certain safeguards, restrictions and provisions upon the lot situated in said Subdivision for the use and benefit of the future owners of said property; therefore, in consideration of the premises and in consideration of the mutual agreements herein made and set forth, Cooper Communities, Inc., its successors,

assigns and grantees, and for their successors in title, do hereby agree, subject to Paragraph A, Section IV hereof, that the said lot shall be and is hereby restricted as to use in the manner and to the extent hereafter set forth, and likewise all provisions relative thereto as hereafter set forth shall fully apply as to such lot.

All persons, firms and corporations who now own, or who shall hereafter acquire any interest in the lot mentioned herein, or affected hereby, shall be bound by the restrictions and provisions herein set forth, with the same force and effect as though they had joined in the execution of this instrument, it being the intention of Cooper Communities, Inc. that all restrictions and provisions set forth herein shall be held to be covenants running with the land, binding upon all persons interested in said lot throughout the whole period of time for which these restrictions and provisions shall remain in effect.

## II.

### ARCHITECTURAL CONTROL COMMITTEE

A. Cooper Communities, Inc. creates and establishes contemporaneously with and by this Bill of Assurance an Architectural Control Committee, hereinafter referred to as the "Committee" with the responsibility of maintaining values of the property lying within the Subdivision, and also for the purpose of enforcing the restrictions and provisions herein provided, and waiving same in hardship cases, as well as passing and issuing additional orders, rules, restrictions and provisions in aid and furtherance of the purposes aforesaid.

B. The Architectural Control Committee is composed of Joe N. Basore, Ralph C. Verneti and Kenneth Blackwood; and a majority of the Committee may designate a representative to act for the Committee, and the action of such representative shall be as effective as if the entire Committee had acted. In the event of the 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.

The Committee's approval or disapproval as required in these covenants shall be in writing; however, in the event the Committee, or its designated representative, fails to approve or disapprove a submission in writing within sixty (60) days after submission, then written approval will not be required and approval by the Committee shall be presumed.

## III.

### ADDITION RESTRICTIONS

A. LAND USE:

The lot shown upon the plat aforesaid is hereby designated as a single family residential lot and shall not be otherwise used.

B. APPROVAL OF PLANS:

No building, dock or other structure shall be erected, placed or altered on the lot until construction plans and specifications and a topographical site plan showing the location of the proposed structure shall have been presented to and approved in writing by the Architectural Control Committee as to quality of workmanship and material, structural design and appearance, harmony of external design with the existing structures, and as to location with respect to property, topography and finish grade elevation. Above applies to any dock adjacent to a lot.

#### C. CONSTRUCTION OF BUILDINGS:

Prior to beginning construction of a building, dock or any other structure upon the lot herein, the owner of said lot shall furnish to the Architectural Control Committee proof that a suitable completion bond has been made by the contractor or builder to insure completion of the structure and to indemnify the owner against materialman's and mechanics' liens.

If the owner is his own builder, he shall furnish to the Architectural Control Committee satisfactory credit information and proof of financial ability to complete the structure within the time requirements hereinafter set forth.

In any case, the owner shall furnish the Architectural Control Committee with satisfactory proof that builder's risk insurance, including workman's compensation insurance, if applicable, will be in effect for the construction period.

#### D. COMPLETION OF BUILDING:

(1) The exterior of any structure erected on lot shall be completed within six (6) months after construction has begun and in accordance with the Cherokee Village Building Code as formally adopted by the Architectural Control Committee and approved by Cooper Communities, Inc. In the absence of such a building code, the provisions of the most recently revised edition of the Federal Housing Administration's "Minimum Property Standards for one and Two Living Units" shall be substituted. Completion of the exterior shall include underpinning, exterior siding, windows and doors, corner boards, molding, chimneys, roof rakes, roof overhangs, roof cornices, fascias, porches, and steps as applicable and shall include completion of any and all kinds of details of exterior construction or finish which in their absence shall change the appearance of the structure from that approved by the Architectural Control Committee.

(2) The Interior of any structure erected on the lot shall be completed within twelve (12) months after construction has begun and in accordance with the Cherokee Village Building Code as formally adopted by the Architectural Control Committee and approved by Cooper Communities, Inc. In the absence of such a building code, the provisions of the most recently revised edition of the Federal Housing Administration's "Minimum Property Standards for One and Two Living Units" shall be substituted. The interior walls and ceilings of a standard nature, such as sheetrock, plaster, paneling, finished floors, ceiling tile, etc., shall be substantially completed. Completion of the interior painting, wallpapering and final finishing touches may be postponed; however shades and/or curtains or drapes must be hung at the windows within the time allowed. Electric wiring installed in any structure shall be in accordance with the standards required by the Federal Housing Administration or with the standards required by the local power company, whichever is more restrictive. Plumbing shall be in complete accordance with the requirements set up by the Arkansas State Health Department or the Federal Housing Administration, whichever is more restrictive.

E. INSPECTIONS:

All structures will be submitted to a minimum of four (4) inspections by the Architectural Control Committee and/or its representative. In the event the completion dates and requirements above provided are not met, the Architectural Control Committee shall have the right but not the obligation to hire a contractor to promptly complete the work in accordance with such requirements and to bill the owner for the amount expended plus 10% of such amount for administration. In the event that the owner does not pay said 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 and obtain said charges. All money received over and above said charges and court costs shall be returned to the owner.

F. AREA LIMITATIONS:

No residence shall be erected on the lot which shall have a ground floor space of less than 900 square feet exclusive of any portion thereof used for a garage or for an outside porch unless written approval is obtained from the Architectural Control Committee.

G. RESUBDIVISION:

The lot as shown on said plat shall not be re-subdivided into building plots.

H. SETBACK LIMITATIONS:

- (1) No building shall be located on any lot nearer than the front lot setback line as reflected upon the plat.
- (2) No building or structure shall be located nearer than 7 ½ feet from northern property line, nor within the drainage and utility easement as reflected upon the plat.
- (3) No building or structure shall be located nearer than 25 feet from the high water mark as reflected upon the plat.
- (4) For purposes of this covenant, roof overhangs, steps, stoops and other usual architectural projections shall not be considered as a part of the building and are specifically excepted here from.

I. HEIGHT LIMITATION:

The building constructed on the lot shall exceed two stories in height nor shall any portion of the building except chimneys and usual architectural projections be higher from the average grade than 25 feet.

J. EASEMENTS FOR PUBLIC UTILITIES:

Cooper Communities, Inc., for itself, its successors and assigns hereby reserves all easements for installation and maintenance of utilities and drainage facilities as reflected upon the recorded plat and as herein provided, and by reason of such reservation, shall have the right to install or have installed water mains, power lines or any other utility or drainage facility within such easements without notification to the lot owner; however, all such facilities will be placed within

the easement wherever such installation would be most practical and least detrimental to the lot. Such easements as so reserved shall be assignable, perpetual, alienable and releasable on the part of Cooper Communities, Inc., its successors and assigns.

Within easements as reflected upon the recorded plat or as herein provided, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of the lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**K. FENCES:**

Garden walls or a fence may be constructed or erected on any lot except within 6 inches of a property line and except in the area outlined in Paragraph N of this SECTION III, however, any such fence or wall in excess of five (5) feet in height must be given specific written approval of the Architectural Control Committee prior to its construction.

This restrictive covenant shall not be construed so as to in any way lessen or limit the effect or intent of the preceding Paragraph J which shall control this covenant in all cases of conflict. If it becomes necessary to partially or completely remove any such fence or wall in order to install and maintain utility or drainage facilities within any easements reserved herein, the cost of such removal and reconstruction, if any, shall be borne by the lot owner.

**L. SEWAGE DISPOSAL:**

No building or structure shall be maintained or erected unless the owner thereof shall install sewage disposal facilities located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the Committee.

**M. GARBAGE AND REFUSE DISPOSAL:**

The lot shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste incidental to the use of the property as herein provided shall not be kept except in covered sanitary containers and disposition of same shall be prompt. There shall be no burning of trash, garbage, or other waste material upon any lot.

**N. 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 line. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of the driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

**O. NUISANCES:**

No noxious or offensive activity shall be carried on upon any part of the above described premises nor shall anything be done thereon which may be or may become an annoyance or nuisance to the area or which may be or become offensive by reason of color, design or emission of odor, liquid, gas, smoke, vibration or noise or for any other reason.

P. TEMPORARY STRUCTURES:

No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be constructed or placed on any lot without approval by the Architectural Control Committee, nor shall any such structures be used on any lot at any time as a residence either temporarily or permanently.

Q. SIGNS:

No sign of any kind shall be displayed to the public view on the lot or upon any building or other structure thereon except signs erected by the developer in connection with its sales program or unless approved in writing by the Architectural Control Committee.

R. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

S. LIVESTOCK AND POULTRY:

No beehives or the breeding or raising of any insects, reptiles, animals or poultry of any kind shall be permitted on the lot except that dogs and cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided that they will not, in the opinion of the Architectural Control Committee, constitute an annoyance to the neighborhood.

T. BUSINESS PROHIBITED:

Except for the business of the Developer in furtherance of its sales program, the practice of any profession or the carrying on of any commercial business of any kind is prohibited.

IV.

GENERAL PROVISIONS

A. Modification

Cooper Communities, Inc. reserves the right to change or cancel any or all of these restrictions, if in its judgment, the development of adjacent property makes that course necessary or advisable.

B. 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 the owner of the lot and developer has been recorded agreeing to change said covenants in whole or in part.

C. Enforcement

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant which proceedings may be brought either to restrain violation or to recover damages.

D. Severability

Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Cooper Communities, Inc., a corporation, has caused this instrument to be signed by its Vice President and its Secretary and its corporate seal to be affixed this 11<sup>th</sup> day of October, 1984.

COOPER COMMUNITIES, INC.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice President

ACKNOWLEDGMENT

STATE OF ARKANSAS)  
                                  )  SS  
COUNTY OF BENTON  )

On this day before me, the undersigned, a Notary Public duly qualified, commissioned, and acting within and for the said state and county, appeared in person the within named David Beattic and Larry W. Garrett to me well known, who stated that they were the Vice President and Secretary of the COOPER COMMUNITIES, 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 set forth.

Witness my hand and Notarial Seal this 11<sup>th</sup> day of October, 1984.

CERTIFICATE OF RECORD

I, TOMMY ESTES, Clerk of the Circuit Court and Ex-officio Recorder, within and for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office, on the 18 day of Oct A.D. 1984 at 12 o'clock P.M. and that the same is now duly recorded with the acknowledgement and certificate thereon, in Record Book Vol. 214, Page 257.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal this 18 day of Oct A.D. 1984.

D.C. \_\_\_\_\_

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.**