

## BILL OF ASSURANCE

### OJIBWAY SECOND 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 SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  (1.52 AC+-). SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  (6.02 AC +-). SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  (9.48 AC +-). NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  (6.50 AC +-). NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  (9.58 AC +-). NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  (1.70 AC +-) SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  (1.48 AC +-). SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  (3.98 AC +-). SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  (0.15 AC +-) SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  (1.22 AC +-) of Section 17 T-19, N, R-5-W. And the NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  (0.11 AC+-), NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  (0.64 AC +-), of Section 20 T-19, N, R-5-W. of the Fifth Principal Meridian, Sharp County, Arkansas, and containing in all 42.38 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, Ojibway Second Addition.

The Cherokee Village Subdivision Ojibway Second Addition contains six blocks, numbered 7, 8, 9, 10, 11, and 12 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, Ojibway Second Addition is recorded in plat Book 3 at page 181 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 eye-sore 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, set-backs 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 constructed or placed on any lot without approval and at any time be used for residential purpose.

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, but not the obligation, 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, 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 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 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 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 1000 in Block 7. 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. 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 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 from 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 all periods 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 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 Co., 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 20<sup>th</sup> day of July 1961.

CHEROKEE VILLAGE DEVELOPMENT CO, INC.

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

ATTEST:

\_\_\_\_\_  
Assistant Secretary

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 20<sup>th</sup> day of July A.D. 1961, at 3:00 o'clock, P.M. and the same is now duly recorded with the acknowledgment and certificates thereon, in Record Book 34, Page 501-502.

IN WITNESS HEREOF, I have hereunto set my hand and affixed the seal of said Court, this 20<sup>th</sup> day of July, 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.**