

## BILL OF ASSURANCE

### SANTA FE SEVENTH ADDITION

#### KNOW ALL MEN BY THESE PRESENTS:

That Cherokee Village Development Company, Inc., a corporation, and holds the title to all of the following described lands situated in Fulton County, Arkansas, to wit:

A parcel of land lying in the NE4 NE4 (3.08 AC.) of Section 36, the SE4 SE4 (12.38 AC.), and the SW4 SE4 (1.28 AC.) of Section 25, all being in Township T-19-N, R-6-W of the Fifth Principal Meridian, Fulton County, Arkansas and containing in all 16.74 acres more or less.

A parcel of land lying in the NE4 NE4 of Section 36, T-19-N, R-6-W of the Fifth Principal Meridian, Fulton County, Arkansas, and containing in all 8.23 acres more or less.

The Owner and Developer, Cherokee Village Development Company, Inc., has caused said lands to be surveyed and subdivided to lots, blocks, and streets. Said subdivision has been named and shall henceforth be known and designated as Cherokee Village Subdivision, Santa Fe Seventh Addition.

The Cherokee Village Santa Fe Seventh Addition contains two blocks numbered 37 and 38 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 plats of this portion of the Cherokee Village Subdivision, Santa Fe Seventh Addition, are recorded in Plat Book 2 at Page 40 & 41 in the office of the Circuit Court Clerk and Ex-Officio Recorder in and for Fulton 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 plats, and same shall be considered and construed as Protective Covenants following and running with said land subject only to the limitations hereinafter provided.

#### 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.

1. ARCHITECTURAL CONTROL COMMITTEE: When the Architectural Control Committee, hereinafter referred to as A.C.C., is alluded to in these Protective Covenants it shall mean the Board of Directors of the Developer or a committee composed of three or more representatives appointed by the Board. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The A.C.C.'s approval or disapproval as required in these covenants shall be in writing. In the event the A.C.C. or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been approved (*the remainder of the sentence was omitted from original document*; "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.")

2. AMENDMENT, RESCISSION OR ADDITIONS: The Board of Directors of the Developer, its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time.
3. ZONING: All lots reflected upon the plat made a part of this Bill of Assurance are zoned as residential lots and only single family mobile homes (trailers) may be built, constructed or moved thereon, and buildings incidental thereto.
4. RESUBDIVISION: No lot so designated shall be resubdivided except upon written approval of the A.C.C.
5. MOBILE HOMES: One mobile home type trailer may be placed upon each lot subject to the notes upon the recorded subdivision plat and also subject to the following provisions:
  - a. Such provisions, limitations and restrictions as the A.C.C. may from time to time promulgate, and with the understanding that prior to any owners moving a mobile home upon any lot he must have written approval of the A.C.C. as to such mobile home in order that same may be in harmony with the general plan;
  - b. Any mobile home placed upon a lot shall be located within the bounds of the trailer site shown within the lot of the subdivision plat;
  - c. Such mobile home shall be a permanent residence of the owner and may be rented by the owner with the approval of the A.C.C. in writing first obtained;
  - d. Such mobile home placed upon a lot shall be connected to water, sewer and electric utilities made available (except sewer) by the Developer or a company providing such utilities locally, and upon the failure of the owner to make and maintain such connections the Developer or the A.C.C. may require the removal by the owner of such mobile home;
  - e. The wheels of such mobile home shall be removed when it is placed upon a lot of the subdivision plat and the mobile home shall be placed upon a foundation approved by A.C.C., and such foundation shall be at the minimum height possible with respect to the trailer undercarriage and such foundation shall be covered so as to conform to the general plan.
  - f. Such mobile home shall not be placed upon the lot unless a concrete driveway is also installed on the lot to provide access and off-street parking for a minimum of one automobile.
6. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.

7. SETBACKS: No building shall be placed closer to the Roads and Streets than the setback line shown on the subdivision plat, except where such requirement creates an undue hardship upon the owner, such setback may be modified as necessary to prevent the hardship by the A.C.C.
8. SIDE YARDS: A single family mobile home or trailer, or any building incidental thereto, shall not be closer to a side lot line than 7½ feet, except where such restriction creates an undue hardship upon the owner the A.C.C. may modify this restriction so as to alleviate the hardship.
9. BACK YARDS: A single family mobile home or trailer, or any building incidental thereto, shall not be closer to a back lot line than 25 feet, except as shown on Plat, and except where such restriction creates an undue hardship upon the owner, the A.C.C. may modify this restriction so as to alleviate the hardship.
10. CONSTRUCTION OF BUILDINGS: The contractor, builder, person or entity constructing a building upon any of the lots reflected upon the subdivision plat shall, prior to beginning the construction of any such building, furnish to the A. C. C. proof that a suitable completion bond has been made to insure completion of the building and to indemnify the owner against material and mechanic liens. At the same time there shall be furnished to the A.C.C. satisfactory proof that builders' risk insurance, including workmen's compensation insurance, if applicable, will be in effect for the construction period. If the owner is his own builder, he shall furnish to the A.C.C. such credit information and proof of financial ability to complete the building within the time requirements of these Protective Covenants, or as shall be required by the A.C.C. In such case, the owner shall also furnish to the A.C.C. proof of builders' risk insurance, including workmen's compensation insurance, if applicable, being in effect for the construction period.
11. COMPLETION OF THE INSTALLATION OF MOBILE HOME OR CONSTRUCTION OF BUILDINGS: Any mobile home, or trailer shall be completely installed upon a lot of the subdivision plat in accordance with plans as approved by the A.C.C. within 30 days from the date of the start of the installation. Any building incidental to a mobile home or trailer which shall have been approved by the A.C.C. shall be completely constructed, interior and exterior, within three months from the date of the start of construction.
12. ELECTRIC WIRING AND PLUMBING: Electric wiring and plumbing installed in any mobile home or trailer, as well as any building incidental thereto shall be in accordance with standards prescribed by the A.C.C. and in no event shall such standards be less restrictive than those provided by the Federal Housing Administration.
13. SEWAGE DISPOSAL: No privately owned sewage disposal system shall be permitted upon any lot of the subdivision plat unless such system is designed located and constructed in accordance with requirements standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.
14. WATER SUPPLY: No privately owned water system shall be permitted upon any lot of the subdivision plat unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

15. **OUTBUILDINGS:** Only such outbuildings shall be erected upon a lot reflected upon the subdivision plat as shall be incidental to a mobile home or trailer as shall have been approved by the A.C.C. prior to the start of construction of same.
16. **ADDITION TO MOBILE HOMES:** All additions to mobile homes or trailers shall be approved by the A.C.C. prior to the owner commencing construction of same and if the A.C.C. shall approve such addition it shall be completed within three months from the date of the start of construction.
17. **PROTECTIVE SCREENING:** There shall be compliance with all protective-screening areas as reflected upon the subdivision plat. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections," shrub plantings, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners at their expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall or utility or drainage facilities shall be placed or permitted in such areas to remain. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utility and drainage facilities.
18. **SIGHT DISTANCES 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 lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
19. **SIGNS:** All signs are prohibited within the area covered by this subdivision plat except:
  - a. Signs erected by the Developer or the A.C.C. for identification of streets, traffic control and directional purposes;
  - b. Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 5 square feet in area;
  - c. Signs erected by Developer in connection with its sales program.
20. **MODEL MOBILE HOMES:** No provision of these Protective Covenants shall preclude the Developer in furtherance of its sales program from placing and maintaining model mobile homes or trailers upon lots reflected upon the subdivision plat and owned by Developer, in furtherance of its sales program.
21. **BUSINESSES 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 business is prohibited within any area covered by the subdivision plat.
22. **EASEMENTS:** Developer, for itself, and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under the ground as hereinafter designated of the plat to erect, maintain and use

electric and telephone poles, wires, cables, conduits, water mains, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the Common Properties upon the plat and on, in, over and under all of the easements including, but not limited to, Roads, and Streets, shown on any subdivision plat (whether such easements are shown on said subdivision plat to be for drainage, utilities or other purposes) and in, over and under a 7½ foot strip at the back of each lot of the plat and on, in, over and under a 7½ foot strip along the interior of all side lot lines of each lot of the plat and on, in, over and under a 7½ foot strip at the front of each lot of the plat. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and rights referred to in this Section. The owners, other than the Developer, of the lot or lots subject to the privileges, rights and easements referred to in this Section shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on any plat are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns.

23. No obnoxious or offensive activity shall be carried on upon any area covered by the subdivision plat.
24. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any area covered by the subdivision plat, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
25. **GARBAGE AND REFUSE DISPOSAL:** No part of the area covered by the subdivision plat shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary condition, and disposition of same shall be prompt.
26. **CLOTHESLINES:** No clothesline shall be attached at either end to any part of a mobile home located upon any lot shown on the recorded subdivision plat. Any clothesline erected upon a lot of the subdivision shall be of a construction approved by the A.C.C. No clothesline of either temporary or permanent nature shall be erected upon any lot unless it is screened from view from all streets shown on the recorded subdivision plat in a manner and with materials acceptable to and approved in writing by the A.C.C.
27. **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 the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
28. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenants either to restrain violation or to recover damages, and failure to neglect to enforce any provision hereof shall not constitute a waiver or operate as an estoppel.

29. 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 Executive Vice President and its Assistant Secretary, and its corporation seal to be affixed this 15th day of February, 1968.

CHEROKEE VILLAGE DEVELOPMENT CO., INC.

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

#### ACKNOWLEDGMENT

State of Arkansas

County of Sharp

On this 15<sup>th</sup> day of February, 1968, before me, a Notary Public in and for the said county and state, duly commissioned, qualified and acting, appeared in person the within named Joe N. Basore and Ann W. Basore to me personally well known, who stated that they were the Executive Vice President and Assistant Secretary of the Cherokee Village Development Company, 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 stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15th day of February, 1968.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

CERTIFICATE OF RECORD

STATE OF ARKANSAS)

ss

COUNTY OF FULTON)

I, L. W. Love, Clerk of the Circuit Court and Ex-officio Recorder, within and for the county aforesaid, do hereby certify that the within Bill of Assurance was filed in my office for record, on the 20<sup>th</sup> day of February, A.D. 1968, at 10:00 o'clock A.M. and that the same is now duly recorded, with the acknowledgment and certificate thereon, in Misc. Record 2, Page 303-310.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal, this 20<sup>th</sup> day of February A.D., 1968.

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

**SIGNED AND CERTIFIED COPY ON FILE 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 governs.**

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