

BILL OF ASSURANCE

SOUTHWIND TRACE ADDITION

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Ron R. & Brenda J. Rhodes, holds title to the following described lands situated in Sharp County, Arkansas, to wit:

Tract One (1) thru Tract Five (5) Southwind Trace, Sharp County, Arkansas, as shown on the plat of record in Plat BK P04 at page 106.

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 also known as Southwind Trace Addition, Sharp County, Arkansas.

ARTICLE ONE:

All parcels to be 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 twenty-five (25) feet from sides of each lot and at least fifty (50) 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 $\frac{3}{4}$ 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. No carports shall be allowed. All plans for construction must be submitted and approved by the Architectural Control Committee.

ARTICLE FIVE:

No mobile home, modular 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. It is the intention of the owners that residences are to be constructed by on-side custom built homes.

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 in 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 except for Tract Five (5). Any subdivision of Tract Five (5) will fall under the provisions of this Bill of Assurance.

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 provision 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 this 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 Ron Rhodes and Brenda Rhodes or their Assigns.

IN WITNESS WHEREOF, Ron R. Rhodes and Brenda J. Rhodes has caused this instrument to be signed by it's owner on the 4 day of June, 2004.

Ron R. Rhodes

Brenda J. Rhodes

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF SHARP

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, Ron R. Rhodes and Brenda J. Rhodes, to me well known as _____, and stated that they, being authorized to do so, had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth, by signing their names themselves.

WITNESS, my hand all official seal this 4 day of June, 2004.

Notary Public

CERTIFIED COPY

STATE OF ARKANSAS
COUNTY OF SHARP

I, Tommy Estes, Clerk of the Circuit Court and Ex-Officio Recorder of the County aforesaid do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 7th day of June A.D. 2004 at 4:05 o'clock p.m. and the same is now duly recorded in Book 2004 Page 15066 - 15068.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said Court, this 7 day of June A.D., 2004.

Tommy Estes, Clerk & Recorder

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.