

OZARK ACRES LAND COMPANY, INC.

Hardy, Arkansas

BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

That Ozark Acres Land Company, Inc., holds title to all the following described lands situated in the Northern District of Sharp County, Arkansas, to-wit:

Blocks 1,2,3,4,5,6, and 7 of ORCHARD ADDITION, being a fractional part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 10 containing 5.91 $\frac{1}{2}$ acres and SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 10 containing 8.08 $\frac{1}{2}$ acres and NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 15 containing 3.01 $\frac{1}{2}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 15 containing 2.77 $\frac{1}{2}$ acres, all in Township 19 North, Range 4 West, 5th P.M. containing in all 19.77 acres more or less.

The Grantor, Ozark Acres, Inc., has caused said lands be surveyed and subdivided. Said subdivision had been named and shall henceforth be known and designated as Ozark Acres, Orchard Addition Blocks, 1,2,3,4,5,6 and 7.

The Grantor has executed a plat showing the locations of said Orchard Addition and the number of dimension of the lots in said subdivision; also, the locations, widths and the names of the streets. All streets of said subdivision are hereby dedicated to the public for the use and benefits forever.

The plats of the Ozark Acres, Orchard Addition, Blocks 1,2,3,4,5,6 and 7, are recorded in Plat Book 3, at page 124 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 plats.

SUBDIVISION RESTRICTIONS

The purposes of these restrictions is to provide uniform protection for all property owners in this subdivision by the establishment of minimum standards of land use, building sizes, setback requirements and the prohibition of certain undesirable uses and practices for the entire subdivision.

I. LAND USE

All lots shown on said plats are to be used for residential purposes only. No building shall be maintained or erected except that the owner shall install sewage disposal facilities which meet all the requirements of the State Health Department.

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 control, 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. No bee hives or breeding or raising of any insects, reptiles, or animals and fowls other than customary house pets are permitted.

(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 structures have been approved by the architectural control committee as to 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. Adequate culverts will be installed by owner in every driveway. Immediately after proof of inadequacy, any culvert may be removed and owner shall install sufficient size to carry all surface water.

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 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 sub-division which does not conform to the following restrictions of use, area, setbacks and other restrictions herein set forth.

III. SETBACK LIMITATIONS

Setback restrictions shall apply to all structures constructed and erected on said property, as follows:

Front yard—40 feet from property line; rear yard—25 feet from property line; 40 feet from lake.

Side yard—10 feet from property line; corner lots—40 feet from front and 15 feet from side roof overhangs, steps, stoops, and architectural projections are accepted.

IV. HEIGHT LIMITATIONS

No building in this subdivision shall be greater than two stories in height no higher from the average grade than 25 feet, to any portion of the building except chimneys and architectural projections.

V. AREA LIMITATIONS

No building shall be constructed unless it contains a minimum of 500 square feet, exclusive of porches and car ports.

VI. UTILITY EASEMENTS

Each lot shall be subject to easements for the installation of utilities. Water mains and electrical facilities will be placed in the areas where they will be most practical and least detrimental to subject lot. Ozark Acres 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 not be kept except in sanitary containers, incinerators or other equipment for the storage or disposal of such condition.

Sewage drain fields shall be installed at a minimum distance of 100 feet from any lake, spring, or any other source of supply of water to the lake.

VIII. TERM

CONT'D

VIII. 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 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 a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IX. 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.

X. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, THE said Jack M. Fletcher and Clella Anne Horrell has this day appeared before me and signed the foregoing instrument.

Jack M. Fletcher
President

Clella Anne Horrell
Secretary

Notary Public
My commission expires:.

FILED AND RECORDED On this the 25th day of March, 1960 at 11:00 A.M.

R L.Higginbottom, Clerk
By *Maxine Brumitt*
Maxine Brumitt

QUIT CLAIM DEED

THIS INDENTURE, made and entered into this 24th day of March, 1960, by and between Norma M Nelson, party of the first part, and Lawrence E Nelson, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby grant, sell, and quitclaim unto the said party of the second part the following described real estate, situated and being in Hardy, the County of Sharp, State of Arkansas, to-wit:

Lot 11, Block 3, Tenth Addition, Cherokee Village Subdivision, Hardy, Arkansas.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs and assigns in fee simple forever. The party of the first part does hereby release and relinquish unto the said party of the second part all her right of dower and homestead in and to the said property.

WITNESS the signature of the said party of the first part the day and year first above written.

Norma M. Nelson

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public, in and for the State and County, duly commissioned and qualified, personally appeared Norma M Nelson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal at office this 24th day of March, 1960.

Buford E Wells Jr.
Notary Public

My commission expires July 10, 1961

Buford E Wells Jr.
Attorney at Law
1001 Columbian Mutual Bldg.
Memphis, Tennessee

Filed and Recorded this the 26th day of March, 1960 at 9:30 A.M.

R.L.Higginbottom, Clerk
By *Maxine Brumitt*
M.B.