

BILL OF ASSURANCE WITH DECLARATION OF
RESTRICTIONS OF LANDS END, A SUBDIVISION
IN THE TOWN OF NORRISTOWN, POPE COUNTY, ARKANSAS
BY OWNERS

KNOW ALL MEN BY THESE PRESENTS:

Glenn O. Smith and Janie F. Smith, husband and wife, Neal E. Suggs and Nadine R. Suggs, husband and wife, and Richard L. Grace and Clarice J. Grace, husband and wife, fee owners of the following described real property located in Pope County, Arkansas, to-wit:

The fractional $SE\frac{1}{4}$ of Section 12, T-7-N, R-21-W, Pope County, Arkansas. Containing 33.21 acres, more or less.

Also part of the fractional $E\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 13, T-7-N, R-21-W, Pope County, Arkansas, more particularly described as beginning at the NE Corner of said $E\frac{1}{2}$ of the $NE\frac{1}{4}$; thence S $01^{\circ}27'20''$ W, along the East line thereof, 2086.64 ft. to a point on the Corp of Engineer Fee Taking Line (Monu. 126-1); thence N $43^{\circ}41'55''$ W, along said Fee Taking Line, 1535.91 ft. to a point on the West line of said $E\frac{1}{2}$ of the $NE\frac{1}{4}$; thence N $01^{\circ}27'20''$ E, along said West line, 995.49 ft. to the NW corner thereof; thence S $88^{\circ}53'00''$ E, along the North line of said $E\frac{1}{2}$ of the $NE\frac{1}{4}$, 1089.00 ft. to the Point of Beginning. Containing 38.53 acres, more or less.

Containing in all 71.74 acres, more or less.

same being the real property now duly platted as Lands End, a Subdivision in the town of Norristown, Pope County, Arkansas, as such Plat is now recorded in Book C, at pages 104 of the Records in the office of the Circuit Clerk of the County of Pope, State of Arkansas, hereby makes the following declarations as to limitations, restrictions, easements and uses to which the lots or tracts constituting such Subdivision may be put, and hereby specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such Subdivision, this Declaration of Restrictions being designed for the purpose of insuring the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners, to-wit:

1. EASEMENTS: Easements of way for streets as shown on the recorded Plat have been donated and dedicated to the public, and persons, firms, or corporations engaged in supplying electric power, gas, telephone, water and sewer shall have the right to use and occupy said easements of way and streets for the installation, maintenance, repair and replacement of such utility services. Other easements for the installation, maintenance, repair and replacement of utility services and drainage have been reserved, said easements being of various widths, reference being made to the recorded Plat for a more specific description of width and location. The agents, servants, and employees of any parties giving any utility service shall have the right of ingress to and from and in, over, and across said easements and no improvements, trees, incinerators, fences or other hindrances shall be placed upon such easement areas that will interfere with the operation and maintenance of such utility services. In the event such improvements, trees, fences, or other hindrances are grown, built or maintained within the areas of such easements, no utility shall be liable for the destruction or repair of same.

- (a) ELECTRIC POWER EASEMENT: Exposed overhead wires and cable for utility services are prohibited in this addition, except within the easements and rights-of-way along perimeters of this addition where designated on the recorded Plat. All electric power facilities shall be underground, provided, however, that street light standards, and towers for lighting purposes may be installed, erected, maintained and operated in and under the streets and public ways, if the utility is directed to make such installation by any governmental authority having jurisdiction. Electric power utilities shall have the dominant right to use and occupy the easements specified for them on the recorded Plat for the installation, maintenance, repair and replacement of this type utility service, except for the right of communications utilities to occupy these easements, as shown on the recorded Plat, they shall be separate and exclusive easements dedicated solely for electric power utility purposes.

Any alterations of lowering of the surface grade of the ground in any easement and the area immediately adjoining such easement are prohibited, which would result in there being less than thirty-six (36) inches of clearance either vertically or horizontally between the surface grade and the underground electric cables and conductors supplying electric power and service, and as the electric distribution transformer stations and service connection points are located on the surface grade, fills within the areas of the said easements and upon the lands adjacent thereto which will damage or which will interfere with the installation, maintenance, operation, and replacement of the electric cables, facilities and equipment, and the supplying of service from such equipment are also prohibited. The electric utility will be reimbursed by the owner(s) for any reasonable cost of relocating, additions to, or changes in its facilities occasioned by changes in grade, replat of lots, or change in usage designated in these protective restrictive covenants. All owners of lots shall enter into a standard agreement with the electric utility for the installation of their underground service laterals and/or electric service entrance conductors of adequate capacity. The terms of the electric power easements shall remain in existence so long as the said easements are being used by the electric utility to supply electric power and said easements shall extend beyond the limitations of terminating clauses as may or may not be set out elsewhere in these protective and restrictive covenants.

2. The land herein platted shall be held, owned and used only as single-family residential building sites. No structures, without the express written consent of Grantor, shall be erected, altered, placed or permitted to remain on any building site other than a single detached single-family residence not to exceed 2½ stories in height. Each residence erected or maintained upon the land platted herein shall have a minimum of a two (2) car garage unless the requirement for such attachment is waived in writing by the Grantor.

3. No building, shall be constructed on any lot nearer to the street than 50' the building line shown on said Plat. No building shall be located nearer than twenty-five (25) feet to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the dwelling. No dwelling shall be nearer than twenty-five (25) feet to the rear lot line.

4. No residence shall be constructed or permitted to remain on any building site in this Subdivision unless the finished heated living area, exclusive of porches, patios, garages, breezeways, exterior stairways, storage areas and outbuildings, shall equal or exceed two thousand (2000) square feet for a one story dwelling or twenty-six hundred (2600) square feet for a multi-story dwelling. Finished heating living area shall be measured in a horizontal plane to the face of the outside wall on each level.

5. Any residence erected on any lot in this addition shall front or present a good frontage on the streets designated in the Plat, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated, and on any corner lot it shall mean that the residence shall front or present a good frontage on both of the streets designated in the Plat.

6. No radio or television antenna or tower in excess of thirty (30) feet shall be built or permitted to remain upon any lot or residence upon such lot.

7. No buildings or structure of any type may ever be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot. This prohibition shall not apply to any business or structure that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility service to this Subdivision.

8. No outbuildings or other detached structure appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Grantor, except an unattached garage in the same architectural design as the dwelling.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or part thereof, without the express written consent of Grantor, except that dogs, cats or other household pets may be kept, provided, they are not kept, bred or maintained for commercial purposes.

10. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Trash, garbage or other waste shall not be kept except temporarily in a sanitary container.

11. The construction or maintenance of billboards, or advertising boards or structures on any lot is specifically prohibited, except that billboards advertising the sale or rental of such property are permitted provided they do not exceed eight (8) square feet in size.

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

13. Pending availability of public sewers, sewage disposal shall be effected by means of individual septic tanks; the type of tank, its construction, location on lot and tile disposal field shall be approved in writing by Grantor and the Pope County Health authorities. No cesspools or outside toilets shall be permitted.

14. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

15. No automobile, truck, trailer, mobile home, tent or temporary structure of any nature whatsoever, shall ever be parked, located or otherwise maintained on any lot, provided that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway.

16. No obstruction shall be placed in the street gutter. Curbs shall be broken at driveways, and driveway grades lowered to meet the gutter line not more than two (2) inches above the gutter grade.

17. The Grantor reserves the right to erect and maintain decorative walls upon the entrances to Lands End. Street lights may be placed by Grantor in the Subdivision.

18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between one (1) and six (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 line and a line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within ten (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 distance of intersection unless the foliage lines are maintained at sufficient height to prevent obstruction of such sight lines.

19. No building, fence, wall or other structure shall be constructed, erected, or maintained, nor shall any addition thereto or change or alteration therein be made until plans and specifications, color scheme, plot plan, and grading plan therefor, and other information satisfactory to Grantor, or its duly authorized representative, shall have been submitted in writing to and approved in writing by the said Grantor, or its duly authorized representative. In passing upon such plans, specifications, and other requirements, the said Grantor, or its duly authorized representative, may take into consideration the suitability of the proposed building, fence, wall or other structure, and the materials of which it is proposed to erect the said building, fence, wall or other structure, the harmony thereof with the surroundings, and the effect of the building, fence, wall or other structure as planned on the outlook from adjacent or neighboring property. The Grantor's approval or disapproval as required in these covenants shall be in writing. In the event Grantor, or its designated representative, fails to approve or disapprove within thirty (30) days after plans have been submitted, 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 complied with fully. Nothing contained in this covenant nor any consent by Grantor shall in any way be deemed to prevent any owners of property in this Subdivision from enforcing any legal rights which such owners may have as to any improvement in this Subdivision.

20. Grantor may create a Property Owners Control Committee composed of not less than three (3) individuals or owners of property in this Subdivision. Grantor shall designate the original members of this committee and any vacancy occurring upon such Committee shall be filled by a person designated by a majority of the then members of the Committee. Grantor shall have the right, by a written instrument recorded in the office of the Circuit Clerk of Pope County, Arkansas, to delegate, convey and transfer to such committee all authority, rights, privileges and duties reserved by Grantor in this Bill of Assurance, including but not limited to architectural control.

21. No restriction herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his or their seizing of title to said land, and Grantor, its successors and assigns, and also the owner or owners of any of the lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages and failure of Grantor, its successors or assigns; or any owner or owners of any lot or lots in this addition to enforce any of the restrictions herein set forth at the time of its violation shall, in no event be deemed to be a waiver of the right to do so thereafter.

22. Any and all of the covenants, provisions or restrictions set forth in this Declaration of Restrictions may be amended, modified, extended, changed or canceled, in whole or in part, by a written instrument signed and acknowledged by the owner or owners of more than seventy-five per cent (75%) in area of the land in this Subdivision, and the provisions of such instrument so executed shall be approved by Grantor, and shall be binding from and after the date it is duly filed for record in Pope County, Arkansas. Each covenant in this instrument, unless expressly provided otherwise, shall remain in full force and effect.

23. These covenants are to run with the land and shall be binding upon all parties and all persons claiming until January 1, 2000, at which time said Restrictions shall be automatically extended for a period of ten (10) years unless by a vote of seventy-five per cent (75%) of the then owners of the lots, it is agreed to change said covenants in whole or in part.

24. Invalidation of any Restriction set forth herein or any part thereof by an Order, Judgment, or Decree of any Court, or otherwise, shall not invalidate or affect any of the other Restrictions or any part thereof as set forth herein but shall remain in full force and effect.

25. No lot shall ever be subdivided into a smaller unit than as shown on the Plat filed herewith. No structure shall ever be built on a lot encompassing less area than as shown on the Plat filed herewith.

WITNESS OUR HANDS this 6 day of April, 1979.

Glenn O. Smith
Janis L. Smith
Neal E. Suggs
Richard L. Grace
Clarice J. Grace
Madeline Suggs

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF POPE,)SS

On this the 6th day of April, 1979, personally appeared before me, a Notary Public, Glenn O. Smith and Janie F. Smith, husband and wife, Neal E. Suggs and Nadine R. Suggs, husband and wife, and Richard L. Grace and Clarice J. Grace, husband and wife, to me well known as the Owners in the foregoing Declaration of Restrictive Covenants and acknowledged to me that they had signed the same as their own free act and deed.

WITNESS my hand and seal as such Notary Public on this 6th day of April, 1979.

Richard C. R.
Notary Public

My Commission Expires:

August 1, 1982

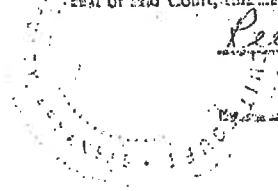
CERTIFICATE OF RECORD

STATE OF ARKANSAS }
County of Pope }

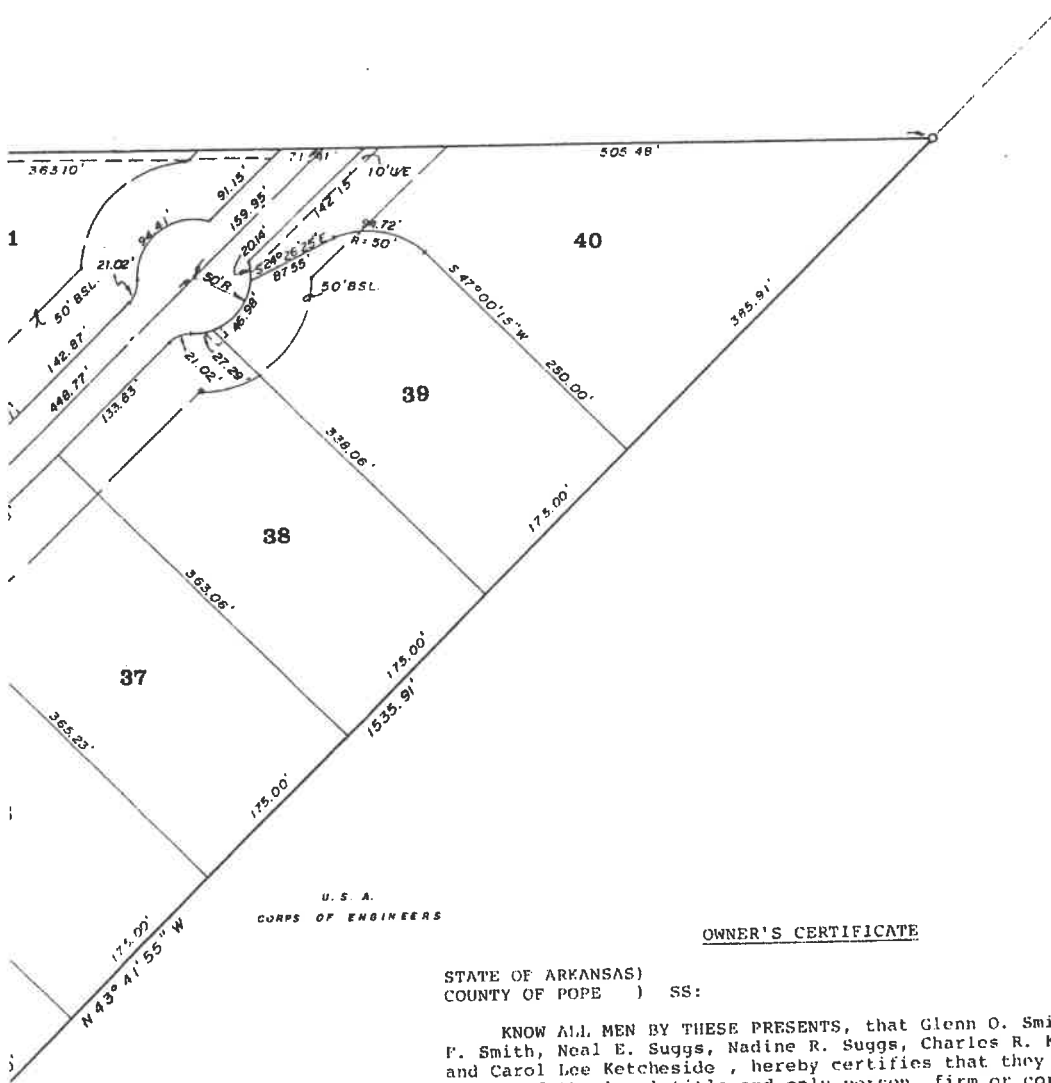
Reese N. Caudle Circuit Clerk and Ex-Officio Recorder for the County
aforesaid, do hereby certify that the attached and foregoing instrument of
writing was filed for record in my office on the 6 day of April
A.D. 1979, at 2 o'clock P.M., and the same is now duly
recorded, with the acknowledgements and certificates thereon, in "Record
Book 142" Page 168-173.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
Seal of said Court, this 6 day of April, 1979.

Reese N. Caudle
Circuit Clerk and Ex-Officio Recorder



14R-173



U. S. A.
CORPS OF ENGINEERS

OWNER'S CERTIFICATE

STATE OF ARKANSAS)
COUNTY OF POPE) SS:

KNOW ALL MEN BY THESE PRESENTS, that Glenn O. Smith, Janie F. Smith, Neal E. Suggs, Nadine R. Suggs, Charles R. Ketcheside, and Carol Lee Ketcheside, hereby certifies that they are the owners of the legal title and only person, firm or corporation having any legal right, title or interest in and to the following described property located within the city limits of Russellville, Arkansas in Sections 12 and 13, Township 7 North, Range 21 West, Pope County, being more particularly described as follows:

Commencing at the NE Corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 12, T-7-N, R-21-W; thence S 01° 02' 00" W, along the East line thereof, 975.25 ft. to the Point of Beginning; thence continue S 01° 02' 00" W, along said East line, 353.35 ft. to the NE Corner of the E $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 13, T-7-N, R-21-W; thence S 01° 27' 20" W, along the East line thereof, 2086.64 ft. to a point on the Corps of Engineers Fee Taking Line; thence N 43° 41' 55" W, along said Fee Taking Line, 1535.91 ft.; thence N 01° 27' 20" E, 995.49 ft. to a point on the South line of said Section 12; thence N 01° 02' 00" E, 153.60 ft.; thence N 50° 14' 55" E, 711.86 ft.; thence S 21° 03' 27" E, 300.00 ft.; thence N 79° 30' 21" E, 140.00 ft.; thence S 88° 58' 00" E, 50.00 ft.; thence S 01° 02' 00" W, 15.25 ft.; thence S 88° 58' 00" E, 250.00 ft. to the Point of Beginning. Containing 48.11 acres, more or less.

The owners certify that they have caused said tract of land to be surveyed and have caused the attached plat to be made showing accurate dimensions of lots, setback lines, right-of-ways and easements. The Owners further designate said tract of land as Lands End Subdivision, Phase II and hereby dedicates to the public, all the streets, and reserves for installation and maintenance of utilities, all easements as shown on the attached plat, free and clear of all encumbrances. The Owners also certify that all taxes in regard to this tract of land have been paid and that all fees regarding this Plat shall be timely paid.

Witness the hand of said owners this 10th day of June, 1986.

