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BILL OF ASSURANCE

SEP 12 1975

JOSEPHINE R. HEYLAND  
Clark and Recorder  
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the S&F Development Company, a Corporation of the State of Arkansas is now the record owner of the property described as:

A part of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 10, Township 19 North, Range 30 West, Benton County, Arkansas, more particularly described as follows: Beginning at the SW corner of the said NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Section 10; thence S 86° 52' 14" E 1328.25 feet; thence N 02° 32' 17" E 1329.45 feet to the centerline of an existing county road; thence N 86° 54' 05" W 348.02 feet along said centerline; thence S 02° 32' 17" W 188.01 feet; thence N 86° 54' 05" W 111.01 feet; thence N 02° 32' 17" E 188.01 feet to said centerline; thence N 86° 54' 05" W 174.69 feet along said centerline; thence S 02° 40' 12" W 136.20 feet; thence S 05° 24' 18" E 144.91 feet; thence S 36° 10' 38" E 147.95 feet; thence S 42° 39' 24" E 290.00 feet; thence S 02° 32' 17" W 246.65 feet; thence S 47° 20' 35" W 100.00 feet; thence S 67° 42' 20" W 266.75 feet; thence N 86° 52' 14" W 525.01 feet; thence S 02° 31' 46" W 100.27 feet; thence N 86° 16' 14" W 50.01 feet; thence 39.53 feet along a curve to the right having a chord bearing and length of S 47° 49' 45" W 35.54 feet; thence N 86° 52' 14" W 99.74 feet; thence S 02° 31' 46" E 175.01 feet to the point of beginning; EXCEPT the following described parcels in above described area: Lots 13, 14 and 15, Block 1; Lots 1, 2, 3, 4 and 10, Block 2; Lots 4 and 6, Block 4; Lots 7, 8, 9, 10 and 11, Block 5.

WHEREAS, the S&F Development Company desires to develop a residential housing addition in Benton County, Arkansas and has caused said tract to be surveyed and platted into lots; and

WHEREAS, it is in the interest of said owner of record of the property described above, as well as prospective purchasers of the lots that said tract be known as Woodland Acres, Unit 1, an Addition to Benton County, Arkansas, and that use of the lots be restricted as hereinafter provided.

NOW, THEREFORE, in consideration of the premises, and for the purpose above mentioned, said S&F Development Company has caused said tract to be platted into numbered lots with the size, location and boundaries of each lot shown on said plat, which has been previously filed for record, and every deed or conveyance of any lot in said tract described by number as shown on said plat shall be held and deemed a sufficient description for the conveyance thereof, subject to the reservations, covenants and restrictions hereinafter stated, which shall be for the use and benefit of, and binding upon, the present owner, its grantees, and all future owners of lots within the tract known as Woodland Acres, Unit 1, an addition to Benton County, Arkansas.

1. All streets shown on the plat of Woodland Acres, Unit 1, are hereby dedicated to the use of the public.

2. Easements as shown on the plat of Woodland Acres, Unit 1 by dotted lines are reserved for construction, operation and maintenance of public utilities, employees to enjoy free, open and unobstructed access through, over and along such easements to the end that their personnel and work equipment may at all times install, service, operate and maintain all utility facilities within the boundaries of said easements.

*Frank Hutchinson*  
113 North Drive  
Rogers, Ark 72756

3. No lot in Woodland Acres, Unit 1 shall be used for any purpose except residential. No building shall be erected, altered, placed or permitted to remain in Woodland Acres, Unit 1 other than one detached single family dwelling not to exceed two and one-half stories in height and private garages for the occupants' vehicles and other outbuildings incidental to residential use of the lot.
4. No commercial building of any kind or type shall be erected, nor shall any commercial activity be conducted on any lot.
5. No structure shall be permitted on any lot at a cost of less than \$30,000, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all structures shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of open porches and garages, shall be not less than 1500 square feet of floor space for a one story structure, nor less than 2000 square feet for a structure of more than one story.
6. No buildings shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than seven and one-half (7½) feet to an interior lot line, except that a garage or other permitted accessory building located forty feet or more from the minimum building setback line may be located three feet from an interior lot line. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot.
7. No lot shall be re-subdivided for the purpose of creating buildings upon said subdivided lot, provided that parts of two or more lots may be used as a single building site.
8. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 to each intersection of a street property line with the edge of a driveway or alley pavement, whether or not a corner lot is involved, except that the triangular area shall be formed by the street and driveway or alley lines and a line connecting them at points 10 feet from their intersection. No trees shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. 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 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.

14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, violators being subject either to restraint or to an action for damages.

15. 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 and effect.

IN WITNESS WHEREOF, said S&F Development Company has, pursuant to authority of a resolution duly adopted by its Board of Directors, caused these presents to be executed by its President and Secretary and caused its corporate seal to be hereunto affixed this 12<sup>th</sup> day of September, 1975.

S&F DEVELOPMENT COMPANY

By Frank H. Nelson  
President

ATTEST:

Betty J. Hutcherson  
Secretary

STATE OF ARKANSAS )  
COUNTY OF WASHINGTON) ss.

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 12th day of September, 1975.

May 20, 1976  
Commission Expires:

Clara M. Olson  
NOTARY PUBLIC