

BILL OF ASSURANCES AND PROTECTIVE COVENANTS

FOR

HANFORD BLUFF VIEW ACRES

AND

~~HANFORD BLUFF VIEW ACRES FIRST ADDITION~~

STONE COUNTY, ARKANSAS

FILED

IN STONE COUNTY, ARKANSAS

JUN 26 2006

Know all men by these presents:

AT 2:10 O'CLOCK P.M.  
DORNA WILSON, CLERK  
BY [Signature] D.C.

Whereas, Tony Stewart, Blane Johnson and Ron Morris herein called Owners/Developer, have caused certain lands owned by them to be platted into an addition known as Hanford Bluff View Estates Subdivision in Stone County, Arkansas, and the plat thereof appears of record in the office of the Recorder of Stone County, Arkansas, in Plat Cabinet B Slide 60B and in Plat Cabinet B Slide 54C.

Whereas, Owners/Developer desire to provide for the use of property for the highest of residential uses and to restrict its uses as such;

Now Therefore, Owners/Developer hereby adopt the covenants stated herein and agree that the Stated covenants shall apply to all the property now platted as Hanford Bluff View Acres and Handford Bluff View Acres First Addition in Stone County, Arkansas, as covenants running with the land:

1. Scope of Application: These covenants shall apply in the entirety to the area now known and described as Handford Bluff View Acres and Handford Bluff View Acres First Addition in Stone County, Arkansas, as shown on the recorded plat thereof.
2. Land Used and Building Types: No lot in the addition shall be used for any purpose other than single family residential or rental. Prior written approval by the Owners/Developer must be given before any other land uses are to be considered.
3. Dwelling size and Quality: All residences in Handford Bluff View Acres in this subdivision shall not have less than 1250 square feet of heated and livable floor space. All residences in Handford Bluff View Acres First Addition shall not have less than 900 square feet of heated living space. All dwellings placed upon the premises shall be of new construction and shall be of the highest-class workmanship and best quality materials. Architectural approval of any dwellings by Owner/Developer must be given in writing before construction begins. No trailers or manufactured homes shall be allowed on any lot in the subdivision. A travel trailer may be used on a temporary basis not to exceed 15 consecutive days and not again for 30 consecutive days thereafter at which time the vehicle must be garaged or removed from the lot. Any buildings such as storage or barn etc...may be built on any lot with the written architectural approval of Owners/Developer or P.O.A. prior to construction. All setbacks must be maintained for all buildings as stated in #5 of these covenants. Exterior construction must be completed within 12 months from the date the construction began. A 6-month extension may be granted by written permission.

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4. General Restrictions:


- A. No obnoxious or offensive activity and no commercial activity shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
  - B. No manufactured housing, trailer, mobile home, tent are permitted on any lot in this subdivision, temporary or permanent, except for temporary use by construction contractors only. Tents and travel trailers used for recreational purposes of a short duration shall not be considered as excluded by this provision except as stated in #3.
  - C. No signs billboards, posters, or advertising devices shall be permitted upon any of the lots in this addition except that the owner of each lot may place house numbers and the owners name upon his or her mail box or dwelling: however, each letter thereof shall be no more than 6 inches in height and 6 inches in width; and owners may place a sign not more than 8 square feet in size advertising property for sale should it be offered by the owners.
  - D. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for any purposes. No pit bulls or other vicious, exotic, wild or poisonous animals are permitted at any time, on any lot, for any reason. Household pets shall be allowed but must be contained in such a way to prevent neighborhood annoyance.
  - E. No trash or other refuse may be thrown or dumped on any lots in the addition.
  - F. No building material of any kind or character shall be placed or stored upon any lot in the addition until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be place or stored in the street.
  - G. No mail carts, dune buggies, golf carts, commercial vehicles, travel trailers, campers, Boats, motors or trailers shall be kept on the lot or in the street adjacent to any lot except that such items may be stored or parked inside an enclosed garage or similar enclosure so screened with fencing or plant material as to not be visible from the street
5. Building location: No building, structure or fence shall be located on any lot closer than fifteen feet of any lot line without written permission of Owners/Developer or Property Owners Association once it is activated.
6. Division of Lots: A "lot" as that word is used herein shall consist of a numbered lot as shown on the plat of the addition, together with any portion or portions of an adjacent lot or lots comprising a single building site. No lot shown on the Handford Bluff View Acres and Handford Bluff View Acres First Addition plat may be subdivided unless written permission from Owner/Developer is given.
7. Persons bound by these covenants: All persons or corporations who now own or shall hereafter acquire any of the lots in this addition shall be deemed to have agreed and covenanted with the owners of all other lots in this subdivision and with its heirs, successors and assigns to conform to and observe the restriction, covenants and stipulations contained herein for a period of 5 years from the date these covenants are recorded and these covenants shall thereafter automatically extend in effect for successive periods of 5 years unless prior to the end of the original term or any successive term of the application hereof seventy percent of then owners of lots in the subdivision agree to the amendment or removal of the covenants in whole or in part. No changes in these covenants in the manner herein set forth shall be valid unless the same

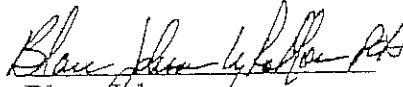
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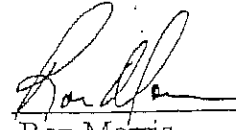
shall be placed of record in the office of the recorder, Stone County, Arkansas, duly executed and acknowledged by the requisite number of owners.

8. Property Owners Association: At Owner/Developers Option, Once 6 residences have been completed, a Property Owners Association may be formed for the purpose of roadway and drainage maintenance if such road way and drainage are not taken over by Stone County. Property Owners Association will set the lot dues (if any) based upon need of said maintenance. Dues are not to exceed \$25.00 annually and will be assessed per lot. Bill of Assurances and Protective Covenants for Handford Bluff View Acres and Handford Bluff View Acres First Addition may be amended at the end of 10 years with 75% of lot owners approval or sooner if agreed upon by all lot owners in writing.
9. Right to enforce: The covenants, agreements, and restrictions herein set forth shall run with the title to the lots in this subdivision and bind the present Owners/Developer, their heirs, successors and assigns, future owners and their covenant with the owners of other lots in the subdivision, their heirs, successors and assigns, and with owners as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons or corporations except with respect to breaches committed during its, his or their holding of title to lots in the subdivision. Any owner or owners of lots in this subdivision 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 any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions, or agreements herein contained by the order or a court of competent jurisdiction shall in no way affect any of the provisions hereof which will remain in full force and effect.
10. Dedication: The owner further dedicates to private use, of persons owning an interest in any parcel, forever the easements and rights of way as shown and designated on the plat for several purposes of construction, maintaining, operating, repairing, removing and replacing any and all public utilities, telephone lines, electric power lines and transformers, gas lines, and right of ingress or egress upon said easements and rights of way for the uses and purposes as aforesaid together with similar rights in each.

In order to give most lasting perpetuation and strongest assurance of all things herein contained, we, the undersigned, have caused this Bill of Assurance and Protective Covenants, and the Plats hereto annexed, to be signed, acknowledged and filed for record in the office of the Circuit Clerk and Ex-Officio Recorder of Stone County, Arkansas.

  
Tony Stewart

  
Blane Johnson

  
Ron Morris

#### ACKNOWLEDGMENT

STATE OF ARKANSAS)

)ss.

COUNTY OF STONE)  
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On this day before the undersigned, a Notary Public, duly commissioned and acting, personally appeared Tony Stewart, Blane Johnson, and Ron Morris, Owners/Developer of Handford Bluff View Acres and Handford Bluff View Acres First Addition and were duly authorized, to me well known as th

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Owners/Developer of Handford Bluff View Acres and Handford Bluff View Acres First Addition in the foregoing Bill of Assurance and Protective Covenants, and stated that they had executed the same for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public on this the 1<sup>st</sup> day of March, 2006.

April Dawn Downing  
Notary Public

My Commission Expires:

9-1-2015

APRIL DAWN DOWNING  
NOTARY PUBLIC-STATE OF ARKANSAS  
SHARP COUNTY  
My Commission Expires 9-1-15

### CERTIFICATE OF RECORD

STATE OF ARKANSAS  
COUNTY OF STONE

I, Donna Wilson, Circuit Clerk and Ex-officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 26th day of June, A.D. 2006, at 2:10 o'clock P.M., and the same is now duly recorded, with the acknowledgments and certificates thereon, in "Record Book Misc. 18," Page 171-174.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 26th day of June, 2006.

Donna Wilson  
Circuit Clerk and  
Ex-officio Recorder

By: Robert J. Prentice, D.C.

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