

FILED  
COUNTY OF FULTON  
STATE OF ARKANSAS  
DOC. # 2004 4303  
PAGES 1 OF 11  
DATE 4-17-2004 TIME 3:55 AM PM  
GENE MAGUFFEE  
CIRCUIT & COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS:

That Michael Orosz & Sons Construction, holds the title to all of the following-described lands situate in Cherokee Village, Fulton County, Arkansas:

Omaha Center  
Block 2  
Lot 1-10

Omaha Center, Block 2 to Cherokee Village, Arkansas, being part of the W 1/2 SW 1/4, Section 14, Township 19 North, Range 6 West. Also part of the E 1/2 SE 1/4, Section 15, Township 19 North, Range 6 West of the 5th P.M. in Fulton County, Arkansas. More particularly described as follows: Beginning at the SW corner of Lot 33, Block 1, Arapaho Addition to Cherokee Village, Arkansas. Point of beginning being on the East Right-of-way of Pottawattamie Road, thence along said right-of-way bearing of South 14 deg. 29' 51" East 175.14 feet. Thence South 26 deg. 53' 06" East 230.18 feet to the North right-of-way of Omaha Circle. Thence along said right-of-way North 62 deg. 48' 07" East 22.00 feet. Thence North 27 deg. 53' 32" East 82.05 feet. Thence South 83 deg. 00' 00" East 74.95 feet. Thence leaving said right-of-way North 49 deg. 05' 08" East 431.014 feet. Thence North 63 deg. 05' 38" East 63.819 feet. Thence North 81 deg. 16' 31" East 206.501 feet. Thence North 57 deg. 10' 51" East 323.876 feet. Thence South 86 deg. 36' 01" East 74.388 feet. Thence South 48 deg. 45' 51" East 81.311 feet. Thence South 13 deg. 33' 14" East 95.629 feet. Thence South 05 deg. 59' 06" West 114.159 feet. Thence South 16 deg. 21' 54" West 122.301 feet. Thence South 31 deg. 42' 05" West 68.521 feet. Thence South 48 deg. 48' 51" West 97.072 feet. Thence South 57 deg. 59' 41" West 59.488 feet. Thence South 67 deg. 32' 12" West 112.921 feet. Thence South 56 deg. 54' 30" West 112.488 feet. Thence South 49 deg. 39' 06" West 230.00 feet to the East right-of-way of Omaha Circle. Thence along said right-of-way South 42 deg. 48' 28" East 20.018 feet. Thence South 49 deg. 39' 06" West 42.427 feet. Thence South 37 deg. 07' 51" West 175.60 feet. Thence South 06 deg. 08' 16" East 91.13 feet. Thence South 21 deg. 09' 45" East 369.82 feet to the North right-of-way of Yamassee Road. Thence along said right-of-way North 68 deg. 51' 40" East 129.95 feet. Thence 264.27 feet along the arc of a 413.92 foot radius curve to the left, said curve having a chord of North 50 deg. 37' 47" East 259.80 feet. Thence North 32 deg. 23' 42" East 247.30 feet. Thence North 53 deg. 22' 20" East 536.96 feet. Thence leaving said right-of-way North 36 deg. 37' 40" West 25.00 feet. Thence North 13 deg. 31' 18" East 112.113 feet to a point 1.00 feet above

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spillway elevation of Omaha Lake. Thence along Omaha Lake shoreline at said elevation North 80 deg. 45' 05" West 107.32 feet. Thence South 83 deg. 32' 05" West 80.62 feet. Thence North 81 deg. 43' 26" West 102.59 feet. Thence North 09 deg. 53' 25" East 57.54 feet. Thence North 20 deg. 36' 47" East 22.96 feet. Thence North 33 deg. 18' 05" East 105.30 feet. Thence North 11 deg. 17' 13" East 212.55 feet. Thence North 01 deg. 15' 07" West 153.96 feet. Thence North 10 deg. 17' 08" West 164.62 feet. Thence North deg. 46' 30" West 74.65 feet. Thence North 39 deg. 50' 50" West 48.87 feet. Thence North 87 deg. 16' 10" West 84.07 feet. Thence South 78 deg. 09' 20" West 148.38 feet. Thence South 73 deg. 00' 03" West 246.68 feet. Thence South 65 deg. 44' 39" West 38.11 feet. Thence South 45 deg. 29' 11" West 93.45 feet. Thence South 46' 06' 48" West 108.33 feet. Thence South 43 deg. 17' 58" West 165.65 feet. Thence South 50 deg. 43' 06" West 101.94 feet. Thence North 50 deg. 42' 40" West 59.70 feet. Thence North 05 deg. 48' 01" East 48.63 feet. Thence North 29 deg. 27' 29" West 43.54 feet. Thence South 57 deg. 02' 43" West 242.10 feet. Thence South 74 deg. 37' 06" West 83.26 feet. Thence South 60 deg. 36' 21" West 72.77 feet. Thence North 05 deg. 04' 22" West 58.86 feet. Thence leaving Omaha Lake South 54 deg. 49' 22" West 40.03 feet to the point of beginning. Containing 22.26 acres more or less.

Michael Orosz & Sons Construction has caused said lands to be surveyed and subdivided as an addition. Said Addition has been named and shall henceforth be known and designated as Omaha Center Addition, City of Cherokee Village, Fulton County, Arkansas, and it contains one block, block number 2, with ten lots numbered one through ten. Michael Orosz & Sons Construction has caused said addition to be platted, which plat reflects the location of said lots and the number and dimensions of the lots in said block; also the location, widths and the names of the streets and other vehicular ways. All streets and other vehicular ways are dedicated to the public unless otherwise indicated upon the plat aforesaid, or as otherwise indicated herein.

The plat aforesaid of Omaha Center Addition, City of Cherokee Village, Fulton County, Arkansas, is recorded in Plat Book \_\_\_\_\_ at page \_\_\_\_\_ in the office of the Circuit Clerk and the Ex-Officio Recorder in and for Fulton County, Arkansas, and is filed for record simultaneously with the filing for record of this Covenant. Said plat is by reference made a part of this Bill of Assurance is likewise made a part of the plat aforesaid as fully as though written thereon word for word.

As a part of this Covenant, certain safeguards, restrictions and provisions hereinafter referred to as "Subdivision Restrictions and Provisions" are hereby placed on the lots of said Addition.

SUBDIVISION RESTRICTIONS AND PROVISIONS

I. INTENT AND PURPOSES

It is the desire and intent of Michael Orosz & Sons Construction to place certain safeguards, restrictions and provisions upon all of the lots situated in said Addition for the use and benefit of the future owners of said property; therefore, in consideration of the premises and in consideration of the mutual agreements herein made and set forth, Michael Orosz & Sons Construction, its successors assigns and grantees, and for their successors in title, do hereby agree, subject to paragraph A, section IV hereof, that all the lots in Omaha Center Addition, City of Cherokee Village, Fulton County, Arkansas, shall be, and they are hereby, restricted as to their use in the manner and to the extent hereafter set forth, and likewise all provisions relative thereto as thereafter set forth shall fully apply as to all such lots.

All persons, firms, and corporations who now own, or who shall hereafter acquire, any interest in any of the lots mentioned herein, or affected hereby, shall be bound by the restrictions and provisions herein set forth, with the same force and effect as though they had joined in the execution of this instrument, it being the intention of Michael Orosz & Sons Construction that all restrictions and provisions set forth herein shall be held to be covenants running with the land, binding upon all persons interested in said lots throughout the whole period of time for which these restrictions and provisions shall remain in effect.

II. PLANNING AND ZONING COMMISSION.

A. Michael Orosz & Sons Construction creates and establishes contemporaneously with and by this Covenant an Planning and zoning Committee, hereinafter referred to as the "Committee", with the responsibility of maintaining values of the property lying within the Addition, as well as within the entire City of Cherokee Village, and also for the purpose of enforcing the restrictions and provisions herein provided, and waiving the same hardship cases, as well as passing and issuing additional orders, rules, restrictions and provisions in aid and furtherance of the purposes aforesaid.

B. The Planning and zoning Committee is composed of the City of Cherokee Village Building Inspector; and a majority of the Committee may designate a representative to act for the

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Committee, and the action of such representative shall be as effective as if the entire Committee had acted. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of three-fourths of the total lots covered hereby shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or restore it to any of its powers and duties.

### III. SUBDIVISION RESTRICTIONS

#### A. Land use:

All lots shown upon the plat aforesaid are hereby designated as single family residential lots, and shall not be otherwise used. Lots one and two can be subdivided. Subject to Planning and Zoning Variance

#### B. Approval of Plans:

No building, dock, or other structure shall be erected, placed or situated on any lot until the construction plans and specifications and a topographical site plan showing the location of the proposed structure shall have been presented to and approved in writing by the Planning and Zoning Committee as to quality of workmanship and material, structural design and appearance, harmony of external design with the existing structures, and as to location with respect to property, topography and finish grade elevation. Above applies to any dock adjacent to a lot.

#### C. Construction of Buildings All Building will be done in compliance with City Codes:

Prior to beginning construction of a building, dock or any other structure upon any lot herein, the owner of that lot shall furnish to the Planning and Zoning Committee proof that a suitable completion bond has been made by the contractor or builder to insure completion of the structure and to indemnify the owner against the material man's and mechanics' liens.

If the owner is his own builder, he shall furnish to the Planning and Zoning Committee satisfactory credit information and proof of financial ability to complete the structure within the time requirements hereinafter set forth.

In any case, the owner shall furnish the Planning and Zoning Committee with satisfactory

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proof that builder's risk insurance, including workman's compensation insurance, if applicable, will be in effect for the construction period.

D. Completion of Building:

1. The exterior of any structure erected on or moved upon any lot shall be completed within six (6) months after construction has begun and in accordance with the City of Cherokee Village Building Code. Completion of the exterior shall include underpinning, exterior siding, windows and doors, corner boards, molding, chimneys roof sakes, roof overhangs, roof cornices, fascias, porches, and steps as applicable and shall include completion of any and all kinds of details of exterior construction or finish which in their absence shall change the appearance of the structure from that approved by the Planning and Zoning Committee.

2. The interior of any structure erected on or moved upon any lot shall be completed within twelve (12) months after construction has begun and in accordance with the City of Cherokee Village Building Code. The interior walls and ceilings of a standard nature, such as sheet rock, plaster, panelling, finished floors, ceiling tile, etc. shall be substantially completed. Completion of interior painting, wallpapering and final finishing touches may be postponed; however, shades and/or curtains or drapes must be hung at the windows within the time allowed. Electric wiring installed in any structure shall in accordance with the standards required by the Federal Housing Administration, City Codes or with the standards required by the local power company, whichever are more restrictive. Plumbing shall be in complete accordance with the requirements set up by the Arkansas State Health Department or the City Codes, whichever is more restrictive.

E. Inspections:

All structures will be submitted to a minimum of four (4) inspections by the City of Cherokee Village Building Inspector, and/or its representative. In the event the completion dates and requirements above provided are not met, the Planning and Zoning Committee shall have the right but not the obligation, to hire a contractor to promptly complete the work in accordance with such requirements and to bill the owner for the amount expended plus 10% of such amount for administration. In the event that the owner does not pay said charges, the Planning and Zoning Committee shall have the right to file a lien against the property and proceed in law or equity to sell the property and obtain said charges. All money received over and above said charges and court costs shall be returned to the owner.

F. Area Limitations:

No residence shall be erected on any lot which shall have a heated floor space of no less than 1700 Sq. square feet on main floor exclusive of any portion thereof used for a garage or for an outside porch unless written approval is obtained from the Planning and Zoning Committee.

G. Re subdivision:

No lot as shown on said plat shall be re subdivided into building plots; but a portion of a lot may be used in connection with an adjoining lot and the total considered as a single building plot; however, no portion of a lot may be used as a building plot unless used in connection with an adjoining lot. Lot one (1) and Lot ten (10) May be excluded With Planning and Zoning Approval.

H. Setback Limitations:

1. No building shall be located on any lot nearer than 35 feet from the front lot line or nearer than 25 feet from any side street line unless shown otherwise on the plat.
2. No building shall be located nearer than 15' feet from any interior side lot line, or nearer than 25 feet from the rear property line unless shown otherwise on the plat.
3. In all events, setback lines as reflected upon the plat shall control.
4. For purposes of this covenant, roof overhangs, steps, stoops and other usual architectural projections shall not be considered as a part of the building and are specifically excepted herefrom.

I. Height Limitation:

No building constructed on any lot shall exceed two stories in height nor shall any portion of the building except chimneys and usual architectural projections be higher from the average grade than 48 feet.

J. Easement for Public Utilities:

City of Cherokee, and assigns hereby reserves all easements for installation and maintenance of utilities and drainage facilities as reflected upon the recorded plat and as herein provided, and by reason of such reservation, shall have the right to install or have installed water mains, power lines or any other utility or drainage facility within such easements without notification to the lot owner; however, all such facilities will be placed with the easement wherever such facilities will be placed with the easement wherever such installation would be most practical and least detrimental to the lot. Such easements as so reserved shall be assign

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able, perpetual, alienable and releasable on the part of The City of Cherokee, its successors and assigns.

Where utility easements occur on the rear of a lot, the house sewer shall be located on that side of the house which faces the easement. Within easements as reflected upon the recorded plat or as herein provided, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

In addition, The City of Cherokee Village, for itself and its successors and assigns hereby reserves and is given an assignable, perpetual, alienable and releasable easement, privilege and right on, over and under the hereinafter designated portions of the above described lands to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines and drainage ditches or drainage structures, sewer and other suitable equipment and structures for drainage and sewerage collection and disposal purposes or for the installation, maintenance transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, or over and under the following property reflected upon said plat:

A. All streets and other vehicular ways reflected upon said plat.

The City of Cherokee Village shall have the unrestricted sole right and power of alienating and releasing the privileges, easements and rights referred to herein. The owners, other than Michael Orosz & Sons Constructions, of the lot or lots subject to the privileges, rights and easements referred to herein, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes mains, lines or other equipment or facilities placed on, over, or under the property which is subject to said privileges, rights and easements. All such easements are and shall remain private easements and the sole and exclusive property of the City Of Cherokee Village and its successors and assigns.

K. Fences:

Garden walls or fences may be constructed or erected on any lot except within 35' from front property line, 6 inches side of side line and except in the area outlined in Paragraph N of this Section III; however, any such fence or wall in excess of five (5) feet in height must be given specific written approval of the Planning and Zoning committee prior to its construction.

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This restrictive covenant shall not be construed so as to in any way lessen or limit the effect or intent of the preceding Paragraph J which shall control this covenant in all case of conflict. If it becomes necessary to partially or completely remove any such fence or wall in order to install and maintain utility or drainage facilities within any easements reserved herein, the cost of such removal and reconstruction, if any, shall be borne by the lot owner.

L. Sewage Disposal

No building shall be maintained or erected unless the owners thereof shall install sewage disposal facilities located and constructed in accordance wit requirements, standards and recommendations of the Arkansas State Health Department and approved by Said.

M. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste incidental to the use of the property as herein provided shall not be kept except in covered sanitary containers and disposition of same shall be prompt. There shall be no burning of trash, garbage, or other waste material upon any lot.

N. Sight Distance at Intersections

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 lines and a line connecting them at points 25 feet from the intersection of 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 on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

O. Nuisances

No noxious or offensive activity shall be carried on upon any part of the above-described premises nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may be or become offensive by reason of color, design or emission of odor, liquid, gas, smoke, vibration or noise or for any other reason.



P. Temporary Structures

No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be constructed or placed on any lot without approval by the Planning and Zoning Committee, nor shall any such structures be used on any lot at any time as a residence either temporarily or permanently.

Q. Signs

No sign of any kind shall be displayed to the public view on any lot or upon any building or other structure thereon except signs erected by the developer in connection with its sales program or unless approved in writing by the Planning and Zoning Committee.

R. Oil and Mining Operations

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

S. Livestock and Poultry

No beehives or the breeding or raising of any insects, reptiles, animals or poultry of any kind shall be permitted on any lot except that dogs and cats or other household pets may be kept, provided that they are not kept, bred or maintained in the opinion of the Planning and Zoning Committee, constitute and annoyance to the neighborhood.

T. Business Prohibited

Except for the business of the Developer in furtherance of its sales program, the practice of any profession or the carrying on of any commercial business of any kind is prohibited.

IV. GENERAL PROVISIONS:

A. 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 twenty-five (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.

C. Enforcement

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant which proceedings may be brought either to restrain violation or to recover damages.

D. Severability

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

IN WITNESS WHEREOF, the said Michael Orosz & Sons Construction, has caused this instrument to be signed by its President and its Vice President and its corporate seal to affixed this 12 day of July, 2004.

ATTEST:

Michael Orosz  
President

MICHAEL OROSZ & SONS CONSTRUCTION

by Hal Orosz  
Vice President

(Acknowledgment on next page.....)

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF Sharp

On this 18<sup>th</sup> day of July, 2004, before me, a Notary Public in and for the said County and State, duly commissioned, qualified and acting, appeared in person the within named Michael Orosz and Mels. Orosz, to me personally well known, who stated that they were the President and Vice President of Michael Orosz & Sons Construction, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have therunto set my hand and official seal this 12<sup>th</sup> day of July, 2004.

Michelle D. Davis  
Notary Public

My commission expires:  
9-23-13



STATE OF ARKANSAS,  
COUNTY OF \_\_\_\_\_

Certificate of Record

I, \_\_\_\_\_, Clerk of the Circuit Court and Ex-officio Recorder, within and for the county aforesaid, do hereby certify that the within Bill of Assurance was filed in my office for record, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ m. and that the same is now duly recorded with the acknowledgment and certificate thereon, in \_\_\_\_\_ Record \_\_\_\_\_, page \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

