

RIVERCLIFF

AMENDED PLAT OF

A RESTRICTED SUBDIVISION OF RESUBDIVIDED SITES, ORIGINALLY SHOWN ON PLAT NO. 1, AND THE SITES SITUATED IN MARION COUNTY, ARKANSAS.

ONE FOOT EQUAL ONE QUINTESSANT PART

SCALE

Prepared by the Surveyor General of Arkansas, at Little Rock, Arkansas, on the 10th day of May, 1918.

Charles S. Campbell, Jr.

SECTION 17, TOWNSHIP 36 N., RANGE 10 E., ARKANSAS.

PLAT NO. 1, MARION COUNTY, ARKANSAS.

THIS PLAT IS A RESTRICTED SUBDIVISION OF THE SITES SHOWN ON PLAT NO. 1, AND THE SITES SITUATED IN MARION COUNTY, ARKANSAS. THE SITES SHOWN ON PLAT NO. 1 WERE SUBDIVIDED INTO LOTS AND BLOCKS BY THE SURVEYOR GENERAL OF ARKANSAS, AND THE SITES SHOWN ON THIS PLAT WERE SUBDIVIDED INTO LOTS AND BLOCKS BY THE SURVEYOR GENERAL OF ARKANSAS.

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Surveyed and Platted by

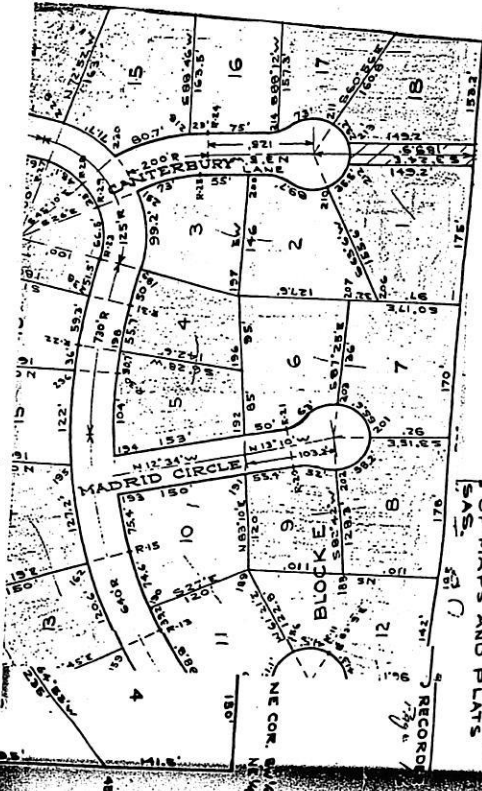
[Signature]

Surveyor General of Arkansas

Little Rock, Arkansas

May 10, 1918

DIVISION WAS FILED FOR
27 DAY OFFICE AD. 1971
OF MAPS AND PLATS
S.A.S. 587 (7)



A copy of the Plat of Woodstone Subdivision.
File and Records on this the 1st day of May at 10:30 AM. 1971
By: [Signature] Clerk
[Signature] Notary Public

AMENDMENT TO BILL OF ASSURANCE, PROTECTIVE COVENANTS AND RESTRICTIVE COVENANTS FOR RIVERBURY SUBDIVISION OF MARION COUNTY, ARKANSAS.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS Woodstone, Inc., an Arkansas corporation, is the owner of forty-four (44) lots in Riverbury Subdivision, which lots are subject to the provisions of Bill of Assurance, Protective Covenants and Restrictive Covenants dated February 8, 1971, and recorded March 27, 1971, in Record Book 163 at Pages 106 to 109 inclusive of the records of Marion County, Arkansas, and

WHEREAS Woodstone, Inc. desires to amend said Bill of Assurance, Protective Covenants and Restrictive Covenants in accordance with the provisions of the original Bill of Assurance aforementioned.

NOW, THEREFORE, in consideration of the premises aforesaid and the following covenants and for value received, it is declared and agreed:

(1) That the Bill of Assurance, Protective Covenants and Restrictive Covenants for Riverbury Subdivision of Marion County, Arkansas, dated February 8, 1971, and recorded March 27, 1971, in Record Book 163 at Pages 106 to 109 inclusive be amended as follows:

Paragraph 3 (b) shall be and same is hereby amended to read as follows:

"Each dwelling shall be assembled on the site and no mobile home, camp trailer or trailer house shall be used as a dwelling in the subdivision. Each dwelling shall have a minimum of 1800 square feet of ground floor living area in the case of a one story structure and not less than 1500 square

163 @ 345

feet of ground floor area in the case of a multiple-story structure plus whatever area may be on the other levels, all exclusive of garages, carports, porches or other attached accessory areas. Such dwellings together with any out-buildings or accessory structures shall be harmonious in design and material with other dwelling structures in the subdivision and all plans, designs and specifications shall be subject to approval by the Developer or Rivercliff Subdivision in accordance with the conditions of this and the following section."

(2) Paragraph 5 (C) of said Bill of Assurance shall be amended to read as follows:

"All utility easements are for underground installations and/or above ground installations."

(3) In all other particulars, the original Bill of Assurance, Protective Covenants and Restrictive Covenants dated February 8, 1971, and recorded March 27, 1971, in Record Book 163 at Pages 106 to 108 inclusive remain unchanged and not affected by this amendment, and all property of Rivercliff Subdivision remains restricted as shown in said original Bill of Assurance, the only change being made by this amendment executed this April 10, 1972, being as shown herein.

IN WITNESS WHEREOF, this amendment executed on this 10th day of April, 1972.

WOODSTONE, INC.

by *Mr. E. L. ...*
President

ATTEST:
[Signature]
Secretary

ACKNOWLEDGMENT
STATE OF ARKANSAS
COUNTY OF BAXTER

On this day before me, the undersigned Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named Mrs. Everett Crow and Roy E. Danuser, to me personally well known, who stated that they were the President and Secretary of Woodstone, Inc., an Arkansas Corporation, 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 hereunto set my hand and seal this 10th day of April, 1972.

[Signature]
Notary Public



Filed and Recorded on this the 3rd day of May at 8:30 AM, 1972.

*Clary Fox (Audrey) Clark
By: Clary M. ...*

AFFIDAVIT

STATE OF ARKANSAS
COUNTY OF MARION

I, the undersigned, being first duly sworn, do hereby state on oath that I know of my own personal knowledge that a warranty deed from James W. Quilley and Lura Quilley, Grantors, to John Zerbins, Grantee, dated June 17, 1965, and recorded on the 28th day of June, 1965 in Book 118, page 386 of the Marion County Records was properly signed by Grantors. As the real estate agent who handled this transaction, I had the deed in my possession and was the one who had it recorded before delivering it to the grantees:

Marion Burns
MARION BURNS

Subscribed and sworn to before me, a Notary Public, on this the 16 day of November, 1971.



My Commission Expires: 3/5/1972
(S&U)

Robert D. ...
NOTARY PUBLIC

Filed and Recorded on this the 2nd day of May of 1972 at 10:30 A.M.
By: Sara Gudson, Clerk
By: Orlan Martin, J.C.

AFFIDAVIT

STATE OF ARKANSAS
COUNTY OF MARION

I, the undersigned, being first duly sworn, do hereby state on oath that I know of my own personal knowledge that a warranty deed from James W. Quilley and Lura Quilley, Grantors, to John Zerbins, Grantee, dated June 17, 1965, and recorded on the 28th day of June, 1965 in Book 118, page 386 of the Marion County Records was properly signed by Grantors. I had this deed in my possession after recording until it was destroyed by fire.

John Zerbins
JOHN ZERBINS

Subscribed and sworn to before me, a Notary Public, on this the 22 day of November, 1971.



My Commission Expires: 3-20-72
(S&U)

John Zerbins
NOTARY PUBLIC

Filed and Recorded on this the 2nd day of May of 1972 at 10:30 A.M.
By: Sara Gudson, Clerk
By: Orlan Martin, J.C.

FILED FOR RECORD ON THIS
12 DAY OF March 1973
AT 1:00 o'clock P.M.
By John S. Woodson clerk
John S. Woodson clerk

STATE OF ARKANSAS
COUNTY OF Marion

I, Chrls V. Wade

of Fildopin, Arkansas

Arkansas do state on oath that I knew Andrew Casey and Mary Casey and that they were man and wife and that Mary Casey predeceased Andrew Casey; and that she did die before August 31, 1967.

That I also know R.D. Sanders and he is one and the same person as Durward Sanders and also is the same person as "Durbin Sanders" as appears the Grantee in a warranty deed from H.C. Dean and Alta Dean, Ernie Gentry and Mae Gentry, his wife, and Landon Gauld and Bobble Gauld, his wife, dated March 24, 1945, which is filed of record in Book 101 at Page 358 on April 27, 1945, in the land records of Marion County, Arkansas.

Subscribed and sworn to before me, a Notary Public, on the 18th day of May, 1973.

John S. Woodson
NOTARY PUBLIC

My Commission Expires:
April 29, 1975



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FILED FOR RECORD ON THIS
23 DAY OF May 1973
AT 10:30 o'clock A.M.
By John S. Woodson clerk
John S. Woodson clerk

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned Woodstone, Inc., an Arkansas corporation, Magdalene Crow, Roy E. Danuser and Delpha M. Danuser, his wife, are the owners of a majority of the lots in Rivercliff Subdivision as shown by the recorded plat thereof dated February 25, 1971, and recorded in Plat Book 1 at Page 116, which property was then subject to a Bill of Assurance dated February 8, 1971, and recorded in Record Book 163 at Pages 106-109 inclusive of the records of Marion County, Arkansas, as amended by an amendment dated April 10, 1972, and recorded in Record Book 163 at Pages 343-345 inclusive of the records of Marion County, Arkansas, and

WHEREAS it is desirable to amend said plat and Bill of Assurance and to divide into lots and streets property adjacent thereto and described on said amended plat, which land is owned by the undersigned, and

WHEREAS it is desirable that protective covenants and restrictive covenants be made regarding the entire Rivercliff Subdivision as herein-after set out:

NOW, THEREFORE, Woodstone, Inc., Magdalene Crow, Roy E. Danuser and Delpha M. Danuser for and in consideration of the benefits to accrue to them, which they hereby acknowledge to be of value, have caused to be made an amended plat herunto attached, showing the survey made May 18, 1973, by Warren H. Goforth and by the grantors, showing the bounds and dimensions of the property being subdivided into lots and its description by lots and streets. For the purpose of the reservations and enhancement of dwellings and related uses located in Rivercliff Subdivision and for the assuring of the orderly development of Rivercliff Subdivision as a residential district of good and desirable character and

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In order to carry out a general plan of development for the benefit of each and every purchaser of building sites therein, the following restrictions, reservations, covenants, conditions and limitations are hereby established and the land herebefore described as Rivercliff Subdivision is held and shall be conveyed subject to the following restrictions, reservations, covenants, conditions and limitations which shall run with the land and shall apply to the owner or purchaser, their heirs, devisees, executors, administrators, successors or assigns and which are set forth as follows, to-wit:

1. LAND DESCRIPTION

(A) The lands embraced in said plat as herebefore described shall be forever known as Rivercliff, a subdivision of Marion County, Arkansas, and every and any deed of conveyance for any lot in said subdivision describing the same by the number or numbers as shown on said amended plat shall always be deemed a sufficient description thereof. The streets in said Rivercliff Subdivision shall be known by the names designated on said amended plat attached hereto. An iron pin has been set at each corner of each lot shown on the attached amended plat and the distance between such markers is shown. However, if there is a discrepancy between the distance shown and the location of the iron pins, the marker establishing the corner shall control the location of same irrespective of the distance shown on said amended plat.

2. USE OF PREMISES

(A) No land or premises shall be used in any manner or for any purpose other than for single-family detached residences and incidental accessory uses including a garage for storage of passenger automobiles, boats and the maintenance equipment, home workshop, tool or storage shed.

private swimming pool and bath house, garden shelter and usual landscaping, gardens, walls and related site improvements.

(B) Adequate parking or storage space shall be provided on each lot or tract to accommodate all passenger vehicles, pickups, trailers, boats and related equipment and machinery used by the occupant and no such equipment or material shall be stored on a road or street.

(C) No vehicles, equipment, machinery or building material shall, however, be stored on any vacant lot or tract other than in connection with actual construction of a single-family detached dwelling or the related site improvement of a premises.

(D) No sales or service activity which would attract customers, people or vehicles to a premises shall be conducted on any lot or tract. No business or manufacturing, processing or storage industry shall be located on any land, and no occupancy or use of a premises shall be conducted so as to create obnoxious or undesirable environmental conditions from the emission of materials into the atmosphere or the creation of noise, odor or vibrations in such volume or intensity as to be perceptible on any adjacent lot or tract.

(E) No solid or liquid waste material, effluent or debris shall be released onto the land surface or impounded or stored thereon, except as such activity might relate to the normal fertilizing, cultivation, irrigation and maintenance of lawns and landscape plants as a part of the usual occupancy and maintenance of a place of residence in Rivercliff Subdivision.

(F) No lot shall be used except for residential purposes.

(G) Any pens or livestock maintained on a premises shall

be housed within the main dwelling structure or if housed in an accessory building, such building shall not be located nearer than forty (40) feet to any adjacent property line. All pets and livestock shall be maintained so as not to create a nuisance or undesirable condition for the owners or occupants of adjacent lots or tracts from noise, view, odor, health, or hazard. No swine, horse, mule, pony, chickens, geese, ducks, pigeons, peacocks, cow, calf, bull or similar type fowl or livestock shall be maintained on a lot or tract in the Rivercliff Subdivision.

3. BUILDING, YARD AND AREA STANDARDS

- (A) Not more than one single-family detached dwelling with related accessory buildings shall be erected on each platted lot or building site and no lot or building site may be resubdivided or reduced in area below that shown on the amended plat, except by street or thoroughfare widening.
- (B) Each dwelling shall be assembled on the site and no mobile home, camp trailer or trailer house shall be used as a dwelling in the subdivision. Each dwelling shall have a minimum of 1200 square feet of ground floor living area in the case of a one story structure and not less than 1200 square feet of ground floor area in the case of a multiple-story structure plus whatever area may be on the other levels, all exclusive of garages, carports, porches or other attached accessory areas. Such dwellings together with any outbuildings or accessory structures shall be harmonious in design and material with other dwelling structures in the subdivision and all plans, designs and specifications shall be subject to approval by the Architectural Control Committee of Rivercliff Subdivision in accordance with the conditions of this and the following section.
- (C) No trailer, basement, tent, shack, garage, barn or

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other outbuilding erected on any lot in the subdivision shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.

- (D) All dwellings and accessory buildings shall be set back a minimum distance of twenty (20) feet from all street and right-of-way lines so as to provide a minimum front yard of twenty (20) feet and/or minimum side yard of fifteen (15) feet. In case of a corner lot which shall be unobstructed by other than the normal landscaping trees, walks, steps, drives and retaining walls. Where large trees make it appropriate to adjust the front yard line to save such trees and preserve the wooded character of the development, application may be made to the Architectural Control Committee for such adjustment based upon an accurate survey of the lot showing all existing trees and the proposed siting of the dwelling.
- (E) A minimum side yard without buildings for interior lot lines equal to ten (10%) per cent of the width of the lot, or ten (10) feet (whichever is more), shall be provided on each side of a dwelling and at the rear of each lot a minimum rear yard without buildings of ten (10) feet shall be provided. No building or obstruction except a fence subject to the limitations expressed in this instrument may be erected or placed on the West 30 feet of Tract B or on the East 30 feet of Tract A. However, if an owner owns a tract consisting of more than one lot of adjacent properties, said owner may locate a house on a lot line between the said adjacent properties provided that a side yard as hereinbefore provided shall be maintained on either side of said structure. However, on all the lots where the lots adjoin or abut Rivercliff Golf Course property no garage, or any other building, shall be constructed, placed or erected closer than twenty-five (25) feet to the rear property line. No clotheslines shall be constructed, placed, or erected on the lots adjoining the golf course, which clotheslines would be visible from the golf course. No fence or wall shall be

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erected, placed or maintained on any building site nearer to the front property line than the minimum building setback line of twenty (20) feet from the street right of way. On any lot that abuts the golf course, the only permitted type of fence will be constructed of brick columns and wrought iron or all wrought iron to the effect that the view to the golf course is not blocked, and any such fencing shall not be constructed, placed or erected closer than twenty-five (25) feet to the rear property line on lots that abut the golf course and no fencing or walls on any lot shall be erected without written approval of the Architectural Control Committee.

(F) No structure shall be erected in Rivercliff Subdivision which exceeds two stories or thirty (30) feet in height except such height standards shall not apply to antennae or essential utility or safety structures.

(G) Not more than forty (40%) per cent of the total area of any lot or building tract shall be covered by buildings or structures.

(H) Each lot or building tract upon which a single-family dwelling is erected shall have installed a septic tank system that will be maintained in a satisfactory working condition and no effluent shall be drained onto any other lot or tract or into any street, stream or easement. When public sewer system is available, each residence in the subdivision shall be connected to same, meaning and intending that public sewer will be utilized by the occupants of all lots when same is available.

(I) 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.

(J) No sign of any kind shall be displayed to the public view on any lot except one professionally prepared sign of not

more than five (5) square feet which may be used for advertising the property for sale except that signs that may be used by a builder or the Architectural Control Committee to advertise the property during the construction and sales period.

(K) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No outhouses or toilet facilities may be used other than those connected to septic tanks or established public sewer system, maintained in condition to satisfy minimum standards of the Arkansas State Board of Health.

(L) No lot in this subdivision may be subdivided or sold in part except for the purpose of enlarging a building site or plot.

(M) The exterior of any single-family detached structure, garage or outbuildings permitted which shall be erected upon any lot covered by these covenants shall be completely finished within six (6) months of the date of the start of construction and any building not completed within such period may be removed from said premises by anyone entitled to enforce the provisions of these covenants.

(N) All electric wiring and plumbing installed in any structure erected upon any property subject to these covenants shall be in accordance with standards that may be in effect by a state plumbing and/or wiring code or as may be prescribed by the Federal Housing Administration to meet minimum standards required by said agency or any code or standards that may be required by the City of Bull Shoals, Arkansas.

(O) No fence, wall, hedge, shrub or building which

obstructs sight lines at elevation between two (2) and eight (8) 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 twenty-five (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 pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(2) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or parcel of land subject to these restrictions, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot subject to these restrictions. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any property subject to these restrictions.

4. APPROVAL OF PLANS AND SPECIFICATIONS

(A) No building, structure or other improvement which projects above the grade shall be erected, constructed, added to or altered on any lot or tract included within the Rivercliff Subdivision, without prior submission of plans and specifications thereof to the Architectural Control Committee and the securing of written approval thereof from the Architectural Control Committee. Application for approval of plans and specifications shall be made to the Architectural Control Committee in writing and such application shall be accompanied by at least two (2) copies of plans, specifications and any other pertinent data and one (1) copy of plans, specifications and data shall be left with the Architectural Control Committee after the same has been acted upon. Within twelve (12) months after this date, the responsibility of the Developer shall be assigned to an Architectural Control Committee. No buildings or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee will be composed of three (3) members whose names are Magdalene Crow, Roy E. Danuser and Paul Wedan. A majority of the committee may designate a representative to act for it. In the event of 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate thirty (30) years after the date of this instrument and prior approval required by this paragraph shall not be required thereafter unless, prior to said date and effective thereon, the then record owners of a majority of the lots subject hereto shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers

locations shall be made to the Architectural Control Committee in writing and such application shall be accompanied by at least two (2) copies of plans, specifications and any other pertinent data and one (1) copy of plans, specifications and data shall be left with the Architectural Control Committee after the same has been acted upon. Within twelve (12) months after this date, the responsibility of the Developer shall be assigned to an Architectural Control Committee. No buildings or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee will be composed of three (3) members whose names are Magdalene Crow, Roy E. Danuser and Paul Wedan. A majority of the committee may designate a representative to act for it. In the event of 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate thirty (30) years after the date of this instrument and prior approval required by this paragraph shall not be required thereafter unless, prior to said date and effective thereon, the then record owners of a majority of the lots subject hereto shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers

and duties granted herein to the Architectural Control Committee.

The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their judgments, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

(B) The Architectural Control Committee shall not unreasonably withhold approval of any plans submitted and shall notify any applicant within thirty (30) days of receipt of an application of the action taken. Failure of the Architectural Control Committee to act or request further information or clarifications within thirty (30) days of receipt of plans shall be considered to constitute approval of plans as submitted. Prior to proceeding with the construction on which Architectural Control Committee may have failed to act, the applicant shall notify the Rivercliff Subdivision Architectural Control Committee of his intentions by registered mail. The Architectural Control Committee shall, in passing upon plans and specifications, take into consideration, among other things, the effect of any proposed structure on adjacent property. The Architectural Control Committee shall permit the widest flexibility in architectural design consistent with the character and quality of Rivercliff Subdivision.

5. BILL OF ASSURANCE

(A) The filing of this instrument and amended plat for record in the office of the Circuit Clerk and Ex-Officio Recorder of Marion County, Arkansas, shall be a valid and complete delivery and dedication of the streets and easements, subject to the rights herein set out as shown on the said amended plat.

There is hereby dedicated to the public forever an easement of way on and over said streets as shown by said amended plat, to be used as public streets, provided, that if ever such streets, or any of them, are abandoned as public streets or converted to any other use or purpose than that for which this dedication is made, said streets shall immediately revert to the grantors or their successors, heirs or assigns. However, the said streets have medians that are covered with trees and shrubs and there are now located parkways in the middle areas of the cul-de-sacs shown on said amended plat and the dedication to the public of an easement on and over said streets is subject to the restrictions that the wooded areas of said streets including medians and parkways in the middle areas and on either side of the streets as now graded for public travel are reserved by the grantors so that the public shall not have a right to enter upon said wooded areas and parkways to remove trees or trim underbrush or in any way change the character of such parkways and wooded areas. In other words, there is only dedicated to the public an easement where streets are shown on said amended plat on and over that portion of said streets which is graded and now used for travel, the remainder of said area being reserved by the grantors, their successors, heirs and assigns.

(B) Without limiting the generality of the foregoing, an easement for drainage and utilities including electric power,

telephone, television cable, water and sewer is dedicated within said streets right-of-way, with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utility services, and to the extent set forth herein only, to the owners of abutting lots, to use and occupy such easements and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services. Said utility easements shall also be subject to the use by owners of abutting lots for the sole purpose of installing and maintaining such underground and/or above ground electric and television cable and telephone service and water and sewer lines as may be necessary to connect said owners to the service pedestals or lines installed for the said utilities.

(C) All utility easements are for underground installations and/or above ground installations.

(D) Easements eight (8) feet in width within the boundaries of said streets right-of-way are hereby dedicated solely for underground and/or above ground electric, television cable and telephone utility purposes. Any alterations or lowering of the surface grade of the ground in any such easement and the area immediately adjoining such easement are prohibited. If same would result in there being less than forty-two (42) inches of clearance vertically between the surface grade and the underground and/or above ground electric cables and conductors supplying electric power and service, and as the electric distribution transformer stations and service pedestals are located on surface grade, (fills within the area 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, television cable and telephone cables, facilities and equipment,

and the supplying of service from such equipment are also prohibited.

(E) No trees, incinerators, structures, buildings, pavement, or similar improvements, shall be grown, built or maintained within the area of such easements nor the erection of any fences of any materials whatsoever or for any other purposes shall be made which would interfere with the installation, maintenance, repair and replacement of any utility service. In the event any such trees, incinerators, structures, buildings, fences, pavement or similar improvements shall be grown, built or maintained within the area of such easement, no utility will be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

(F) All owners of lots shall install and maintain in conformity with applicable code requirements and other regulations underground and/or above ground service laterals and/or electric service entrance conductors of adequate capacity and underground and/or above ground telephone and television cable service conduits and cables between the point of delivery of such utility services as located by the utility company and the point of use of such owner.

(G) In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any lots in this subdivision, or any utility company owning utility facilities in any utility or street easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or

restrictions, either to prevent him or them from so doing or to recover damages for such violations.

(H) No amendment to this instrument which closes, alters, relocates, or in any manner affects any easement shall be effective unless such amendment has been executed by such utility having facilities situated in this subdivision. If such amendment in any way affects such utility.

6. NATURE OF RESTRICTIONS AND TERM

(A) These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Rivercliff Subdivision, whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to any lot, tract, or parcel of land in this subdivision subject to the restrictions herein shall thereby agree and covenant to abide by, and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of thirty (30) years from the date hereof. Said covenants shall be automatically extended for successive periods of ten (10) years each unless by a vote of majority of the then owners of the area on the basis of one vote for each separately owned lot in the subdivision, it is agreed to change said covenants in whole or in part. Any change in the provisions of this instrument may be made at any time hereafter provided same shall be evidenced by the execution of a successor instrument and its recording in the office of the County Clerk of Marion County, Arkansas, such instrument having been executed by a majority of the then owners of the area and tracts setting forth changes desired.

7. ENFORCEMENT

(A) Rivercliff Subdivision and every other person, firm, or corporation hereinafter having any right, title or interest in any

lot, tract, or parcel of land in this subdivision shall have the right to prevent or stop violation of any said restrictions by injunction or other lawful procedure and/or to recover any damages resulting from such violations. Damages for purposes of this paragraph shall include court costs and necessary attorney fees.

8. SEPARABILITY

(A) If any provision of this instrument, or the application of such provision to any person or circumstances shall be held invalid, the remainder of this instrument, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, WOODSTONE, INC., MAGDALENE CROW, ROY E. DANUSER AND DELPHIA M. DANUSER, HIS WIFE, for the purposes of indicating their agreement to perform the obligations placed upon them by this instrument, has caused this instrument to be executed by the corporate officers and persons aforementioned, who are duly authorized to so execute same, in multiple counterparts, any one of which shall be deemed an original, this 18th day of May, 1973.

It is the purpose of this document that the original Bill of Assurance aforementioned including the amendment aforementioned be merged into and superseded by this Amended Bill of Assurance which shall henceforth apply to all lots in Rivercliff Subdivision as shown on the amended plat dated May 18, 1973, meaning and intending that the restrictions herein shall henceforth apply to all lots in Rivercliff Subdivision in lieu of the original Bill of Assurance and the amendment to same previously recorded.

WOODSTONE, INC.

By *Mrs. Everett Crow*
Mrs. Everett Crow, President



ATTEST:

Roy E. Danuser
 Roy E. Danuser, Secretary

Margdalene Crow
 Margdalene Crow

Roy E. Danuser
 Roy E. Danuser

Delphia M. Danuser
 Delphia M. Danuser

STATE OF ARKANSAS
 COUNTY OF BAXTER

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this date came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Magdalene Crow, Roy E. Danuser and Delphia M. Danuser, his wife, to me well known as the grantors in the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

On this date, before me personally appeared Mrs. Everett Crow and Roy E. Danuser to me personally well known, who acknowledged that they were the President and Secretary of Woodstone, Inc., a corporation, and that they, as such officers, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

WITNESS my hand and official seal this 18th day of May, 1973.

Delphia M. Danuser
 Notary Public

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STATE OF ILLINOIS
CORONER'S CERTIFICATE OF DEATH

REGISTRATION DISTRICT NO. 540
 REGISTERED NO. 153

1. NAME: **LOGAN, C. CONKLIN** SEX: **Male** DATE OF BIRTH: **3 May 9, 1973**
 RACE: **White** HEIGHT: **5' 6"** WEIGHT: **150** HAIR: **Dark** EYES: **Blue** PLACE OF BIRTH: **Logan, Illinois**

2. PLACE OF DEATH: **Lincoln, Illinois** HOSPITAL: **Abraham Lincoln Memorial Hospital**

3. OCCUPATION: **Maintenance** SOCIAL SECURITY NUMBER: **340-05-5610**

4. MARRIAGE: **Married** SPOUSE: **Hattie Reeves**

5. CAUSE OF DEATH: **Acute Coronary Occlusion**

6. SIGNATURE OF PHYSICIAN: *John Berry*

7. PLACE OF BURIAL: **Fairmount Mem. Park, Willow Springs, Illinois**

8. DATE OF BURIAL: **May 12, 1973**

9. LOCAL REGISTRAR'S SIGNATURE: *William Goodale Jr.*

10. DATE OF RECORDING: **May 11, 1973**

FILED FOR RECORD ON THIS
 9th DAY OF May 1973
 AT Lincoln, Illinois
 City Clerk *John Berry*

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AMENDMENT TO AMENDED BILL OF ASSURANCE, PROTECTIVE COVENANTS AND RESTRICTIVE COVENANTS FOR RIVERCLIFF SUBDIVISION OF MARION COUNTY, ARKANSAS, RECORDED IN RECORD BOOK 173 AT PAGES 423 - 438 OF THE RECORDS OF MARION COUNTY, ARKANSAS, AND AMENDMENT TO AMENDMENT OF AFOREMENTIONED AMENDED BILL OF ASSURANCE, WHICH AMENDMENT WAS RECORDED AUGUST 15, 1974, AND AMENDMENT TO BILL OF ASSURANCE DATED FEBRUARY 8, 1971, AND RECORDED IN RECORD BOOK 163 AT PAGES 106 - 109 OF THE RECORDS OF MARION COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned, Magdalene Crow, Roy E. Danuser and Delphia M. Danuser, his wife, and Laurawood Realty, Inc., are the owners of the majority of the lots in Rivercliff Subdivision as shown by the recorded plat thereof dated February 25, 1971 and recorded in Plat Book 1 at Page 116, which property was subject to a Bill of Assurance dated February 8, 1971 and recorded in Record Book 163 at Pages 106 - 109 of the records of Marion County, Arkansas, and is subject to an Amended Bill of Assurance, Protective Covenants and Restrictive Covenants for Rivercliff Subdivision of Marion County, Arkansas, dated May 18, 1973 and recorded May 23, 1973 in Record Book 173 at Pages 423 - 438 of the records of Marion County, Arkansas, and said land is also subject to an amendment dated April 10, 1972, and recorded in Record Book 163 at Pages 343 - 345 of the records of Marion County, Arkansas, and is also subject to an amendment dated August 12, 1974 and recorded August 15, 1974 in the records of Marion County, Arkansas, and

Whereas, it is desirable to amend all of the aforesaid documents to delete Paragraphs 4. (A) and 4. (B) entitled Approval of Plans and Specifications, which are referred to in the original Bill of Assurance dated February 8, 1971, and recorded March 27, 1971, in Record Book 163 at Pages 106-109 of the records of Marion County, Arkansas, and also to delete Paragraphs 4. (A) and 4. (B) entitled Approval of Plans and Specifications contained in the Amended Bill of Assurance, Protective Covenants, and Restrictive

FILED FOR RECORD ON THIS
21 DAY OF March 1980
AT 9:50 O'CLOCK A.M.
Edna Williams CLERK
Dorothy Martin D.C.

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Covenants for Rivercliff Subdivision of Marion County, Arkansas, dated May 18, 1973 and recorded May 23, 1973 in Record Book 173 at Pages 423 - 438 inclusive of the records of Marion County, Arkansas;

NOW, THEREFORE, Magdalene Crow, Roy E. Danuser and Delphia M. Danuser, his wife, and Laurawood Realty, Inc., for and in consideration of the benefits to accrue to them, which they hereby acknowledge to be of value, do hereby delete by amendment Paragraphs 4. (A) and 4. (B) entitled Approval of Plans and Specifications contained in the original Bill of Assurance for Rivercliff Subdivision recorded in Record Book 163 at Pages 106 - 109 inclusive of the records of Marion County, Arkansas, and as stated in the Amended Bill of Assurance dated May 18, 1973, and recorded May 23, 1973, in Record Book 173 at Pages 423 - 438 of the records of Marion County, Arkansas, with the effect that said paragraphs of said instruments are completely removed therefrom and are no longer in force and effect.

Also, Lot 81 of Rivercliff Subdivision may be used for commercial purposes as may be related to Rivercliff Golf Course but not for any other commercial purpose or activity and to this extent, any and all restrictions providing that said Lot 81 in Rivercliff Subdivision may not be used for commercial activity or purposes and must be used for residential purposes only are deleted and amended so as to conform with this provision that said land may be used for such commercial purposes as are incident or related to the operation of adjacent Rivercliff Golf Course.

In all other particulars, the Bill of Assurance, Protective Covenants and Restrictive Covenants for Rivercliff Subdivision of Marion County, Arkansas, including all amendments of same shall remain unchanged and not affected by the within document.

IN WITNESS WHEREOF, this amendment has been executed on this 18th day of March, 1980.

Magdalene Crow
Magdalene Crow

Roy E. Danuser
Roy E. Danuser

Delphia M. Danuser
Delphia M. Danuser

LAURAWOOD REALTY, INC.

BY: [Signature]
President

ATTEST: (Seal)

Delphia M. Danuser
Secretary

ACKNOWLEDGMENT

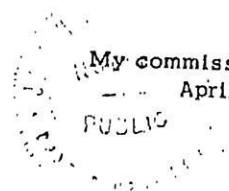
STATE OF ARKANSAS
COUNTY OF BAXTER

BE IT REMEMBERED, that on this date came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Magdalene Crow, Roy E. Danuser and Delphia M. Danuser, his wife, to me well known as the grantors in the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 18th day of March, 1980.

Judith Kay Campbell
Notary Public

My commission expires:
April 4, 1981



ACKNOWLEDGMENT

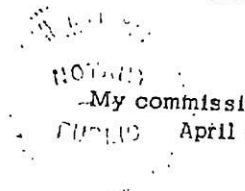
STATE OF ARKANSAS
COUNTY OF BAXTER

On this day, before me personally appeared Roy E. Danuser and Delphia M. Danuser, to me personally well known, who acknowledged that they were the President and Secretary of Laurawood Realty, Inc., an Arkansas corporation, and that they, as such officers, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

WITNESS my hand and official seal this 18th day of March, 1980.

Judith Kay Campbell
Notary Public

My commission expires:
April 4, 1981



FILED FOR RECORD ON THIS
 15 DAY OF August 1974
 AT 9:30 O'CLOCK P.M.
 J. W. ... Notary Public

AGREEMENT

This Agreement is made and entered into by and between Peoples Bank & Trust Company of Mountain Home, Arkansas, and Laurawood Realty, Inc., witnesses:

WHEREAS, Peoples Bank & Trust Company has a lien by reason of a mortgage dated June 27, 1973, and recorded in Record Book 183 at Pages 260-260A of the records of Marion County, Arkansas, on the following described land in Marion County, Arkansas, to-wit:

- The following lots in Rivercliff Subdivision: Lots 8, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 41, 48, 49, 50, 52, 54, 57, 58, 61, 62, 64, 65, 8 1/2, 68, 69, 71, 72, 73, 76, 77, 80, 84, 85, 88, 91, 92, 95, 96, 98, 102, 103, 104, 105, 112, 113, 114, 115, 116, 119, 120, 123, 124, 127, 81, 129, 132, 134, 135, 139, 140, 141, 145, 146, 149, 150, 153, 154, 157, 158, 161, 162, 163, 164, 167, 169, 170, and Tract A as shown by the recorded plat thereof and recorded in Plat Record Book 1 at Page 136 of the records of Marion County, Arkansas, same being recorded May 23, 1973.

WHEREAS, Laurawood Realty, Inc. has agreed that all earnest money and/or good faith deposits or down payments or other payments to be received from buyers of the above described land will be deposited at Peoples Bank & Trust Company at the time of making any contract for the sale of any lot, and that all payments will be made by the purchaser to the said bank, and

The said bank has agreed that upon receipt of said moneys the bank will release any lot or lots from the lien of its mortgage provided that payments for said property are made to the bank, same to be credited to the indebtedness of Laurawood Realty, Inc. owed to Peoples Bank & Trust Company of Mountain Home, Arkansas.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 13th day of August, 1974.

PEOPLES BANK & TRUST COMPANY
 OF MOUNTAIN HOME, ARKANSAS

By: *Eric M. ...*
 LAURAWOOD REALTY, INC.

By: *...*

STATE OF ARKANSAS
 COUNTY OF BAXTER



Subscribed and sworn to before me on this 13th day of August, 1974.
J. W. ...
 Notary Public.

FILED FOR RECORD ON THIS
 15 DAY OF August 1974
 AT 9:35 O'CLOCK P.M.
 J. W. ... Notary Public

AMENDMENT TO
 AMENDED BILL OF ASSURANCE, PROTECTIVE COVENANTS AND RESTRICTIVE COVENANTS FOR RIVERCLIFF SUBDIVISION OF MARION COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS the undersigned Magdalene Crow and Laurawood Realty, Inc., an Arkansas corporation, are the owners of the majority of the lots in Rivercliff Subdivision as shown by the recorded plat thereof dated February 25, 1971, and recorded in Plat Book 1 at Page 115, which property was then subject to a Bill of Assurance dated February 8, 1971, and recorded in Record Book 163 at Pages 106 to 109 inclusive of the records of Marion County, Arkansas, as amended by an amendment dated April 10, 1972, and recorded in Record Book 163 at Pages 343 to 345 inclusive of the records of Marion County, Arkansas, and

WHEREAS it is desirable to amend said amended Bill of Assurance, paragraph 3 (A) so that said paragraph does not apply to lots 67, 68, and 69;

NOW, THEREFORE, Laurawood Realty, Inc. and Magdalene Crow for and in consideration of the benefits to accrue to them, which they hereby acknowledge to be of value, do hereby declare that paragraph 3 (A) shall not apply to lots 67, 68, and 69, meaning that said lots may be further subdivided or reduced in area so that one single family detached dwelling may be erected on a portion or part of any one of said three (3) lots.

This amendment shall not affect or change in any way any of the other restrictions now in effect and it is intended only to provide that lots 67, 68, and 69 may be re-subdivided so that a single, family dwelling may be built on a portion of any one of said lots.

In no other way are the restrictions or protective covenants amended or changed by this document.

IN WITNESS WHEREOF, this Amendment has been executed on this 12th day of August, 1974.

LAURAWOOD REALTY, INC.
By [Signature]
Roy E. Danuser
President

By [Signature]
Dwain Reed
Secretary-Treasurer

[Signature]
Magdalene Crow

STATE OF ARKANSAS
COUNTY OF BAXTER

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this date came before the undersigned, a Notary Public within and for the County of Baxter, duly commissioned and acting, Magdalene Crow, to me well known as a grantor in the foregoing instrument, and stated that she executed the same for the consideration and purposes therein mentioned and set forth.

On this date, before me personally appeared Roy E. Danuser and Dwain Reed to me personally well known, who acknowledged that they were the President and Secretary of Laurawood Realty, Inc., a corporation, and that they, as such officers, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

WITNESS my hand and official seal this 12th day of August, 1974.



[Signature]
Dwight H. Campbell
Notary Public

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ESCROW CONTRACT

This contract is this 5th day of April 1974, made and entered into by and between Ronald M. Cole and James F. Walters, Summit, Ark. 72671 hereafter called the Seller, and his wife of Ark. 1, Box 59 AB Lake Charles, La. Charles, La. 70714 hereafter called the Purchaser, WITNESSETH:

That for and in consideration of the sum of \$1,500.00, to be paid as hereinafter set out, the Seller, agree to sell, and the Purchaser agree to buy the following described real estate in Marion County, Arkansas, to-wit:

A part of the Southwest quarter (SW1/4) of the Southwest quarter (SW1/4) of Section Six (6), Township Twenty (20) North, Range Sixteen (16) West, more particularly described as follows: From the SW corner of said forty, the place of beginning of parcel being described, go then South 87 degrees 42 mins. East 517.42 feet to a 4" x 18" pipe on the south line of said forty; then go North 2 degrees 42 mins. East 330 feet to a 4" x 18" pipe; then go North 87 degrees 42 mins. West 517.42 feet to a 4" x 18" pipe on the west line of said forty; then go South 2 degrees 18 mins. West with said west line 330 feet to the place of beginning. Subject to public roadway.

Survey filed in Marion County Clerk's office, Survey Book I, page 336

That of said amount, the sum of \$150.00, is cash in hand paid by the Purchaser, a receipt of which is acknowledged by the seller. The balance of \$1,350.00 is payable as follows: \$60.00 per month including interest on the unpaid balance at the rate of 6% per annum, said monthly payments shall begin on the 15th day of May, 1973, and continue on the 15th day of each and every month thereafter until paid in full. Interest shall begin accruing from the 15th day of April, 1973. Purchaser assume the right to pay any or all sums due hereunder before due with only earned interest charged.

In pursuance of this contract the seller have this day executed their Warranty Deed in favor of the purchaser.

It is agreed that during the continuance of this contract in force, the Purchaser, shall keep all taxes chargeable against said property fully paid and the Purchaser, shall pay for the year of 1973 shall be pro rated to April 15, 1973.

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