

DEED OF DEDICATION and BILL OF ASSURANCE

WESTWOOD, A SUBDIVISION

BOONE COUNTY, ARKANSAS

This BILL OF ASSURANCE, made this 3 day of October, 1974, by WILLIAM PATRICK WESTMORELAND and LOU C. WESTMORELAND, hereinafter referred to as "DECLARANT";

WHEREAS, DECLARANT is the owner of WESTWOOD, a Subdivision located in Boone County, Arkansas, as per the plat thereof recorded in Plat Book 2, at Pages 79 and 80, in the Office of the Ex-Officio Recorder of Boone County, Arkansas, hereinafter referred to as the "SUBDIVISION"; and,

WHEREAS, DECLARANT intends to sell, dispose of, or convey from time to time, all or portion of the lots in the SUBDIVISION, and desires to subject the same to certain protective reservations, covenants, conditions, and restrictions, hereinafter referred to as the "CONDITIONS", between it and the acquirers and or users of the tracts in the SUBDIVISION;

NOW, THEREFORE, DECLARANT hereby certifies and declares:

That it has established and does hereby establish a general plan for the protection, maintenance, development and improvements of the SUBDIVISION, as follows:

1. PURPOSE: This Declaration is designed for the mutual benefit of the lots in the SUBDIVISION, and DECLARANT has fixed and does fix the protective conditions upon and subject to which all lots, parcels and portions of the SUBDIVISION and all interests therein shall be held, leased, or sold, and/or conveyed by the owners and users thereof, each and all of which is and are for the mutual benefit of the tracts in the SUBDIVISION and of each owner thereof, and shall run with the land and shall inure to and pass with each such lot and parcel of land

in the SUBDIVISION and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon each and every tract, lot, parcel, or individual portion of the SUBDIVISION as a mutual equitable servitude in favor of each and every other tract, lot, parcel or individual portion of land therein as the dominant tenement, and in favor of DECLARANT.

2. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No mobile homes or modular homes shall be erected, placed, installed or permitted to remain on Lots 1 through 34. Mobile or modular homes shall be permitted on Lots 35 through 47. No home shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, except that each home must have at least a one-car garage or carport and sufficient off street and driveway to adequately park at least two cars.

3. BUILDING LOCATION: No home shall be located on any lot nearer to the front lot line than 50 feet, or nearer to the side street line than the minimum building set back lines shown on the recorded plat or nearer than 20 feet to any side property line. Exceptions shall be made where in the opinion of DECLARANT the terrain on any numbered lot will not permit suitable location of a mobile or modular home as stated above.

4. EASEMENTS: Easements of way for streets, drainage and utilities as shown on the plat filed herewith are hereby donated and dedicated to the public, and the persons, firms or corporations engaged in supplying public utility services, the same being without limiting the generality of the foregoing, electric power, telephone, television cable, water and gas, shall have the right to use and occupy said easements of way and streets for the installation, maintenance, repair and replacement of such utility services. Easements for the installation,

maintenance, repair and replacement of utility services, are herein reserved, said easements being more fully herein described, reference being hereby made to the plat filed herewith for a more specific description of width and location thereof. Any alteration or lowering of the surface grade of the ground in any easement and the area immediately adjoining such easement are prohibited which would result in there being less than 36 inches of clearance vertically between the surface grade and the underground electric cables and conductors supplying electric power and service, 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, telephone cables and gas facilities and equipment, and the supplying of service from such equipment are also prohibited. No trees, structure, buildings, pavement or improvements, shall be grown, built or maintained within the area of such easements which would interfere with the installation, maintenance, repair and replacement of any utility service. In the event any such trees, structures or similar improvements shall be grown, built or maintained within the area of such easement, no utility will be liable for the destruction of the same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

5. UTILITY EASEMENTS: DECLARANT, its successors, assigns and licensees, reserve a ten (10) foot wide Easement along all road right-of-way and a five (5) foot wide Easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces, and anchors wherever necessary for said installations

operations or maintenance; together with the right to install, operate and maintain gas and water mains, sewer lines, culverts and drainage ditches, and other services and appurtenances thereto for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above.

6. NUISANCES: 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. No autos or other type of vehicles shall be kept unless they be in running order and kept in permanent parking facilities.

7. TEMPORARY STRUCTURES: No structure of a temporary character, including tent, shack, garage, barn or other outbuildings shall be used on any lot, at any time.

8. SIGNS: 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.

9. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes. Household pets and one horse, pony or cow for personal use may be kept on lots.

10. That no building on said lots or any hereafter erected, shall be erected for or used or occupied for business, trade, commerce, manufacturing, or for any offensive or melodious occupation, or be used for any purpose other than that of a private home with carport.

11. All lots in the plan or tract shall be known and described as residential home lots. Only one private dwelling shall be permitted upon each numbered lot on this plan.

12. The burning of household garbage shall not be permitted on any

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lot, nor shall any type garbage or household waste be dumped or placed on any lot. The burning of leaves, trees, or other natural debris shall be permitted.

13. Discharge of firearms shall not be permitted except for reasons of personal safety.

14. No hunting or trapping shall be permitted except where personal property is being damaged or destroyed or animals are a nuisance to lot owners.

15. No trees, 6 inches in diameter or larger, shall be cut or removed within 10 feet of the side and interior property lines, except where trees constitute a safety hazard, dead or diseased, or have been blown over.

16. A minimum of 15 trees, 6 inches in diameter or larger shall remain on said lots.

17. All fences constructed or erected within 50 feet of the front property line shall be of chain link construction or comparable in quality.

18. All trailer tongues or towing bars must be removed from unit within 30 days after unit is placed on lot.

19. CONSTRUCTION: In the event that any of the provisions of this Declaration conflict with any other section contained therein, the more restrictive of the two provisions shall govern. If any paragraph, section, sentence, clause or phrase of the conditions and covenants herein contained shall be or become illegal, null, or void, for any reason, or shall be held by any Court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that those conditions and covenants herein contained would have been and are imposed on each paragraph, section, sentence, clause, or phrase of this Declaration, irrespective

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of the fact that any one or more paragraphs, sections, sentences, clauses or phrases are or shall become or be illegal, null, or void.

20. ENFORCEMENT: If any owner of any lot in the SUBDIVISION, or his heirs or assigns shall violate or attempt to violate any of the conditions or covenants herein, it shall be lawful for any person or persons owning any other lot or lots in the SUBDIVISION to prosecute by proceeding at law or in equity any person or persons violating or attempting to violate any such conditions or covenants, either to prevent him or them from so doing or to recover damages or other dues for each violation.

21. RESERVATION: In order to enhance and protect the value of the lot described herein, the right to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any Conditions or covenants herein contained, either to prevent such violations or to recover damages or other dues for each violation, is also expressly reserved to DECLARANT, its successors or assigns, whether or not DECLARANT is a lot owner. This reservation shall terminate when improvements have been erected in conformance with these Conditions on fifty (50%) percent of the lots in the SUBDIVISION.

22. A breach of any of the foregoing Conditions or covenants shall not in any wise affect any valid Mortgage or lien made in good faith and for value and not made for the purpose of defeating the purpose of any Condition, covenant, reservations or restriction herein contained.

IN WITNESS WHEREOF, WILLIAM PATRICK WESTMORELAND and LOU C. WESTMORELAND set their Hands and Seals this 3 day of October, 1974.


WILLIAM PATRICK WESTMORELAND


LOU C. WESTMORELAND

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF BOONE)

On this day personally appeared before me, a Notary Public,
within and for the County and State aforesaid, duly commissioned and
acting, WILLIAM PATRICK WESTMORELAND and LOU C. WESTMORELAND, to
me well known as the persons executing 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 as such Notary Public, on this 3 day
of OCTOBER, 1974.

Don Mearns
NOTARY PUBLIC

My commission expires:
2-3-76

THIS INSTRUMENT PREPARED BY:
WALKER, CAMPBELL & McCORKINDALE
P. O. BOX 729
HARRISON, ARKANSAS 72601

Filed for Record 3rd day of October
1974 at 2 o'clock P. M.
Naomi Parker, Clerk
By *Naomi Parker* ss.

AMENDMENT TO
DEED OF DEDICATION and BILL OF ASSURANCE
WESTWOOD, A SUBDIVISION
BOONE COUNTY, ARKANSAS

This Amendment is to a certain Bill of Assurance dated October 3, 1974, and appearing in Record Book 138, at page 255, in the office of the Ex-Officio Recorder of Boone County, Arkansas.



The Bill of Assurance is hereby amended to read as follows:

2. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No mobile homes or modular homes shall be erected, placed, installed or permitted to remain on Lots 1 through 47, EXCEPT Lots 44 through 47. No home shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling.

3. BUILDING LOCATION: No home shall be located on any lot nearer to the front lot line than 50 feet, or nearer to the side street line than the minimum building set back lines shown on the recorded plat or nearer than 20 feet to any side property line.

Paragraphs 13, 14, 17 and 18 as set out in the original Bill of Assurance are hereby deleted.

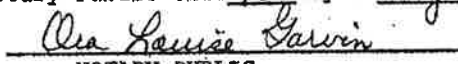
IN WITNESS WHEREOF, WILLIAM PATRICK WESTMORELAND and LOU C. WESTMORELAND set their Hands and Seals this 10 day of August, 1977.


WILLIAM PATRICK WESTMORELAND

LOU C. WESTMORELAND

STATE OF ARKANSAS)
COUNTY OF BOONE)^{ss}

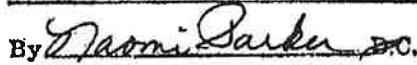
On this day before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, appeared WILLIAM PATRICK WESTMORELAND and LOU C. WESTMORELAND, to me well known as the grantors in the foregoing Amendment to Deed of Dedication and Bill of Assurance, and states 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 this 10 day of August, 1977.


NOTARY PUBLIC
My com. expires: 2-1-78

Filed for Record 1st day of Sept.
19 77 at 2 o'clock P. M

Naomi Parker, Clerk

By  Naomi Parker, etc.