

BILL OF ASSURANCE
THE BLUFFS ON SPRING RIVER SUBDIVISION
OAK RIDGE ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That Biggers Bluff Corporation, hereinafter referred to as "the Developer," holds title to the following described lands situated in Sharp County, Arkansas, to-wit:

A part of the North Half, Section 3, Township 19 North, Range 5 West, Sharp County, Arkansas, being more particularly described as follows:

Begin at the Northwest corner Section 3; thence North 85° 25' 34" East 264.0 feet to the point of beginning proper; thence North 85° 25' 34" East 4999.0 feet to the Northeast corner, Section 3; thence South 04° 57' 33" East 1658.1 feet; thence South 86° 45' 14" West 1332.95 feet; thence South 04° 59' 22" East 84.1 feet; thence South 65° 31' West 121.3 feet; thence South 39° 28' West 103.5 feet; thence South 21° 17' West 57.0 feet; thence South 46° 28' West 233.2 feet; thence South 23° 15' West 114.9 feet; thence South 72° 59' West 89.0 feet; thence South 59° 49' West 171.5 feet; thence South 72° 39' West 165.9 feet; thence South 55° 35' West 100.6 feet; thence North 79° 02' West 237.1 feet; thence South 69° 09' West 88.0 feet; thence South 66° 15' West 190.4 feet; thence North 59° 20' West 145.6 feet; thence South 79° 02' West 175.0 feet; thence North 73° 28' West 126.75 feet; thence South 71° 31' West 167.5 feet; thence North 54° 44' West 734.9 feet; thence North 40° 00' West 517.6 feet; thence North 70° 14' West 394.3 feet; thence South 88° 38' West 673.0 feet; thence North 14° 55' West 498.7 feet; thence North 20° 00' East 744.7 feet to the point of beginning proper, containing 215.14 acres and being subject to a 120 feet right-of-way for Highway #63 along the East side of tract, as shown on Plat of Survey.

C.

The Developer has caused said land to be surveyed and subdivided as an addition and shall henceforth be known and designated as Oak Ridge Addition to The Bluffs on Spring River Subdivision, Sharp County, Arkansas, and such addition contains one (1) block of 61 lots, numbered 1 through 61, inclusive. The Developer has caused said Subdivision Addition to be platted, which plat reflects the location of said lots and their dimensions as well as the location and widths of the streets which have been dedicated to the public, unless otherwise indicated upon the plat aforesaid. The plat is recorded in Plat Book 12

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at Page 187 in the office of the Circuit Clerk and Ex-Officio Recorder in and for Sharp County, Arkansas, and said plat is by reference made a part of this Bill of Assurance and this Bill of Assurance is likewise made a part of the plat aforesaid as fully as though written thereon word for word.

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

SUBDIVISION RESTRICTIONS AND PROVISIONS

I. INTENT AND PURPOSES.

It is the desire and intent of the Developer to place certain safeguards, restrictions and provisions upon all of the lots situated in said Subdivision 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, the Developer, its successors, assigns and grantees, and for its successors in title, do hereby agree that all lots in Bluff View Addition, Sharp 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 hereafter 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 the Developer 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. 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 for any other purpose including the practice of any profession or the carrying on of any commercial business of any kind.

B. Approval of Plans:

No building, dock or other structure shall be erected, placed or altered 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 Developer 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. This provision applies also to any dock adjacent to a lot.

C. Completion of Buildings:

The exterior of any structure erected on or moved upon any lot shall be completed within six months after construction has begun, and the interior of any structure erected on or moved upon any lot shall be completed within twelve months after construction has begun.

D. Area Limitations:

1. For Lots four (4) through forty-five (45), inclusive, and Lots forty-eight (48) through sixty-one (61), inclusive, no residence shall be erected on any lot which shall have a heated floor space of less than 850 square feet exclusive of any portion thereof used for a garage or for an outside porch unless written approval is obtained from the Developer.

2. For Lots one (1) through three (3), inclusive, and Lots forty-six (46) and forty-seven (47), no residence shall be erected on any lot which shall have a heated floor space of less than 1,200 square feet exclusive of any portion thereof used for a garage or for an outside porch unless written approval is obtained from the Developer.

E. Resubdivision:

No lot as shown on said plat shall be resubdivided 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.

F. Setback Limitations:

No building shall be located on any lot nearer than 40 feet from the front lot line or nearer than 5 feet from any interior side lot line or nearer than 10 feet from the back lot line. 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.

G. Temporary Structures:

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

H. Livestock and Poultry:

No beehives or the breeding or raising of any insects, reptiles, animals, livestock 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 for any commercial purposes and provided that they will not, in the opinion of the Developer, constitute an annoyance to the neighborhood.

I. Maintenance of Property:

All owners agree to maintain their respective lots in a neat and acceptable manner, which shall include, but not be limited to, the prompt removal of rubbish, trash,

garbage or other waste materials and the trimming, at reasonable intervals, of the trees, shrubs and lawns. In the event of the failure or refusal of owners to so maintain their property properly, the Developer reserves the right to so maintain the lots in an acceptable manner and charge the costs and expenses to the owners, and upon refusal or neglect to pay same, said charges shall become a lien upon the said lots. All owners of lots and their guests shall maintain current registration for all vehicles parked upon any of the premises described herein.

J. Water Provisions:

All owners of lots herein provided hereby agree to pay the current charge for water hookup and monthly water payments as set by the Bluffs Water Company. In addition, the Developer, for itself and its successors and assigns hereby reserves and is given an assignable, perpetual, alienable and releaseable easement, privilege and right on, over and under all property described herein to erect, maintain and use conduits, water mains and water lines and other suitable equipment and structures for the installation, maintenance, transmission and use of water and other conveniences or utilities on, over and under said property.

K. Other Provisions:

Owners of Lots in this addition are required to include at least a single carport in building construction plans.

III. GENERAL PROVISIONS:

A. Modifications:

The Developer reserves the right to change or cancel any of all of these restrictions, if, in its judgment, that course of action is deemed necessary or advisable.

B. Term:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them from the date these covenants are recorded.

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C. Enforcement:

Enforcement shall be by 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 nowise affect any of the other provisions which shall remain in full force.

IN WITNESS WHEREOF, the Developer, by its duly authorized President and Secretary, hereby set their hands and seals this 4th day of August, 1987.

DIGGERS BLUFF CORPORATION, Developer

By:

Wayne L. Watkins

Wayne L. Watkins, President

ATTEST:

Carroll Caldwell

Carroll Caldwell, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Now on this day, before me, a Notary Public, duly commissioned, qualified and acting, in and for the said County and State, appeared in person the within named Wayne L. Watkins and Carroll Caldwell, to me personally well-known, who acknowledged that they were the President and Secretary of Biggers Bluff Corporation, a corporation, and that they, as such officers, being authorized so to do, had executed the foregoing instrument in the capacities and for the purposes therein mentioned and set forth, by signing the name of the corporation by themselves as such officers.

WITNESS my hand and official seal on this 4th day of August, 1987.

Pie Horn
Notary Public

My Commission Expires: July 4, 1992



CERTIFICATE OF RECORD

State of Arkansas }
County of Sharp }
Tommy Estes, Clerk of the Circuit Court and Ex-
fficio 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 18th day of
August A.D. 1987, at 1:34 P.M. and the
same is now duly recorded in Book Vol. 238, Pages 5-7.
In testimony whereof I have hereunto set my hand and
seal of said Court this 18th day of August
A.D., 1987.

Tommy Estes, Clerk & Recorder
By: Mary Shirley D.C.