

**FILED**  
IN STONE COUNTY, ARKANSAS

BILL OF ASSURANCE, DEED OF DEDICATION,  
AND RESTRICTIVE COVENANTS FOR  
COOPER POINT SUBDIVISION

MAY 09 1996

AT 2:09 O'CLOCK P.M.  
DONNA WILSON, CLERK  
BY *[Signature]* D.C.

KNOW ALL MEN BY THESE PRESENTS:

That Kenneth E. and JoAnn D. Jones, Linden R. and Sandra M. Jones and Alvin E. Jones are the owners of the following described property in Stone County, Arkansas:

PROPERTY DESCRIPTION:

COOPER POINT SUBDIVISION-

A tract of land being the SE $\frac{1}{4}$  NE $\frac{1}{4}$ , the East  $\frac{1}{2}$  of the SE of Section 24, Township 14 North, Range 11 West, and SW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 19, Township 14 North, Range 10 West of the Fifth Principal Meridian located in Stone County, Arkansas more particularly described as follows:

Lots 1,2,3,4,5,6,7,8,28 and 29 are part of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 24, Township 14 North, Range 11 West.

Lot 27 is part of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  and part of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 24, Township 14 North, Range 11 West.

Lots 9,10,11,12,13,14,15,16,24,25, and 26 are part of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 24, Township 14 North, Range 11 West.

Lot 17 is part of the NE $\frac{1}{4}$  SE $\frac{1}{4}$ , part of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 24, Township 14 North, Range 11 West, and part of the SW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 19, Township 14 North, Range 10 West.

Lots 18 and 19 are part of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 24, Township 14 North, Range 11 West and part of the SW  $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 19, Township 14 North, Range 10 West.

Lots 20, 21, 22, and 23 are part of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 24, Township 14 North, Range 11 West.

That this property has been platted into lots named Cooper Point Subdivision and said plat is recorded in the Stone County Clerk's Office, in Plat Cabinet B, Slide 18-C.

That the following restrictions and covenants shall apply to the above described property:

THAT, WHEREAS, Kenneth E. and JoAnn D. Jones, Linden R. and Sandra M. Jones and Alvin E. Jones, (hereinafter referred to as Owners) have caused to be made a Plat showing the Subdivision of said tract of land and named said tract of land Cooper Point Subdivision and said Subdivision Plat is now and hereby made a part of the Bill of Assurance.

The land embraced in said Plat shall be known as Cooper Point Subdivision and the size of the lots (tracts) and width of streets and passageways shall be as set out, designated and numbered on said Plat. All of said streets and passageways are to remain open and common to the use of all persons owning property in subdivision to be known as Cooper Point Subdivision and these streets and passageways shall be for the common usage and general purposes of the owners of said lands as herein embraced by this plat and known as Cooper Point Subdivision.

The Lots (tracts) shall be as numbered and shown on said Plat and any and every conveyance of any lot out of said tract of land as hereinbefore described shall always and forever be held and deemed to be a sufficient description and conveyance thereof. Lots are as blazed and marked by Survey dated November 24th, 1993 by Bill Burroughs and certified by W.E. KNIGHT,

P.L.S. #559 and recorded in Plat Cabinet B, Slide 18-C in the Clerks office in Stone County, Arkansas.

That easements are as shown on said plat for streets and passageways, electric, and water lines and all lot owners will be required to grant easements to utility companies for the purpose of providing other lot owners utility service and all lots will be subject to easements for utility purposes.

That easements for utilities are for, but not excluded to, electric lines, public water lines, public sewage lines, telephone lines, cable television lines and gas lines and in the future to grant those rights to the persons, firms or corporations engaged in the supplying of such utility services to use and occupy such easements and to have free ingress and egress there from for the installation, maintenance, repair and replacement of such utility services. No improvements, trees, incinerators, fences or other hindrances shall be placed upon such easement areas that will interfere with the operation and maintenance of such utility services. In the event such improvements, trees, fences, or other hindrances are grown, built or maintained within the areas of such easements, no utility shall be liable for the destruction or repair of same.

The following restrictions and limitations shall apply to this property, to-wit:

USE AND OCCUPANCY RESTRICTIONS:

1. No part of the property may be used for purposes other than residential housing, and the related purposes for which the property was designed. No part of the property shall be used for business, manufacturing, industrial or professional purposes.
2. No waste shall be committed in or on any property in this said Subdivision.
3. No sign of any kind shall be displayed to the public view on the property or from any structure except a property for sale sign of no more than 30 inches square.
4. No obnoxious or offensive activity shall be carried on in or upon the property, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other property owner. No loud noises or obnoxious odors, nor any activity which constitutes a nuisance to other property owners, shall be permitted on the property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception on any lot in the subdivision shall be located, used or placed on any portion of the lot or exposed to the view of other lot owners.
5. No structure of a temporary character, tent, shack, or other temporary outbuildings shall be permitted on the property anytime, either temporarily or permanently. No old houses may be moved onto any lot for any reason. Basements may not be used by themselves as dwellings.
6. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon lots, except in sanitary containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever

L M/455  
P:47

TO:2698714

SEP-6-2007 03:40P FROM:

except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created. No lumber, grass, shrub, or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any portion of the property, except within an enclosed structure or if appropriately screened from view.

7. No lot owner shall park, store or keep any inoperable vehicle on lot. No lot owner shall park, store, or keep within or on adjoining the property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck or any other vehicle equipment, mobile or otherwise). No lot owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft, or other vehicle upon any portion of the lot. All such vehicles which are in violation of this paragraph shall be removed from the premises at the owners expense.

8. Motorcycles, motorbikes, motor scooters, or other similar vehicles shall not be operated within the property except for the purpose of transportation.

9. No animals, horses, livestock, reptiles, swine, or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, fish, birds, and other household pets may be kept on lots by property owners. Dogs belonging to lot owners, occupants, or their licensees, tenants, or invitees within any lot(s) shall be kept within a fenced area, within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape. Animals belonging to lot owners, occupants, or their licensees, tenants, or invitees within lot shall not be allowed to become or constitute a nuisance to other property owners. Furthermore, any lot owner shall be absolutely liable to each and all remaining lot owners, their family, his tenants, or guests. It shall be the absolute duty and responsibility of each lot owner to clean up after such animals.

10. In consideration of other owners and the general public, no hunting shall be allowed within the Subdivision or upon any lot therein. No persons, lot owners, occupants, or their licensees, tenants, or invitees shall discharge or fire any weapon or firearms within the Subdivision or upon any lot therein. Weapons or firearms shall mean any rifle, pistol, handgun, shotgun, beebe gun, pellet gun or dart gun powered by compressed air, compressed gas or gases produced by chemical reaction.

11. In consideration of other owners and the general public no persons, lot owners, occupants, or their licensees, tenants, or invitees shall discharge, light or shoot fireworks of any kind within the Subdivision or upon any lot therein.

12. All dwellings must have a septic tank and waste disposal system that is installed under the requirements of the State and County Health codes. A permit must be obtained before beginning the installation and the required inspections must be requested and made in order to obtain a license to operate the system. The system must be licensed and operating before the residence is occupied.

13. No lot may be subdivided into tracts less than three acres without a specific exception from the Arkansas Department of Health.

14. The filing of this Deed of Dedication and Bill of Assurance together with the plat attached hereto for record in the Office of the Circuit Clerk and Ex-Officio Recorder of Stone County, Arkansas, shall be a valid and complete delivery and dedication of the streets and easements subject to the limitations herein set out.

L-1/456

15. This Bill of Assurance, Deed of Dedication, and Restrictive Covenants for Cooper Point Subdivision **supersedes** Cooper Point Deed Restrictions filed in the Stone County Clerks Office in Record Book Vol. GG, Pages 380 and 381.

OWNERSHIP.

16. A lot will be a fee simple estate and may be held and owned by any person, firm, corporation, or other entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Arkansas.

EXCLUSIVENESS OF OWNERSHIP.

17. Each owner shall be entitled to exclusive ownership and possession of his lot. Each owner may use the lot in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of other lot owners.

OWNER MAINTENANCE.

18. An owner shall maintain and keep in good repair and appearance the structures upon the lot(s). All fixtures and equipment installed within the dwelling commencing at a point where the utility lines, pipes, wires, conduits, or systems enter the dwelling shall be maintained and kept in repair by the owner thereof.

OWNER OBLIGATION.

19. All present and future owners, tenants, future tenants or any other person who might own property within this subdivision are subject to the provisions set forth in this Bill of Assurance.

ONE FAMILY DWELLING.

20. Each lot shall be occupied and used or leased by the owner only as and for a residential dwelling. Lots (tracts) number 1 thru 29 shall have only housing which shall be solely of on-site, stick construction. Any residential dwelling must have at least fourteen hundred (1400) square feet, excluding garages, carports and other exterior structures. Dwellings shall be no more than two stories in height excluding basement. No corrugated sheet metal may be used as roofing on dwellings, detached buildings, garages or accessory structures.

21. Manufactured homes, mobil homes, double wide mobil homes, and modular homes are specifically restricted from Cooper Point Subdivision. One travel trailer, RV, or motor home may be parked on lot so long as it is done in an attractive manner and out of the way of general view. No travel trailer, RV, or motor home may be set up to live in.

22. Any detached buildings or accessory structures shall be of similar construction and/or design as the primary structure, and be of attractive and quality construction.

23. Minimum set back for structures from the street or utility easement is Forty (40) feet where the terrain permits; from the side lot lines the minimum distance is Twenty (20) feet where the terrain permits.

SUBJECT TO BILL OF ASSURANCE.

24. Each owner shall comply strictly with the provisions of this Bill of Assurance. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief or both, or other remedies granted by law.

LM/457  
P:6/7

AMENDMENTS.

25. Any and all of the covenants, provisions and restrictions set forth in this Bill of Assurance may be amended, modified, extended, changed or cancelled, in whole or in part, by approval of fifty percent (50%) of the owners of property by land area (not individual ownership) in all sections, parts, and lots of Cooper Point Subdivision. These covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land and shall remain in full force and effect unless and until amended or cancelled as authorized herein.

SEVERABILITY.

26. Invalidation of any restrictions set forth herein, or any part thereof, by an order, judgement or decree of any court, or otherwise, shall not invalidate or effect any of the other restrictions, or any part thereof, as set forth herein, but shall remain in full force and effect.

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

Linden R. Jones  
Linden R. Jones

Kenneth E. Jones  
Kenneth E. Jones

Sandra M. Jones  
Sandra M. Jones

JoAnn D. Jones  
JoAnn D. Jones

Alvin E. Jones  
Alvin E. Jones

ACKNOWLEDGMENT

STATE OF INDIANA )  
COUNTY OF ST. JOSEPH ) ss.

On this day, personally appeared before me Alvin E. Jones, known to me to be the person whose names are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

WITNESS my hand and seal this 17 day of April, 1996

Mark Hall

NOTARY PUBLIC

MARCMERRILL  
NOTARY PUBLIC STATE OF INDIANA  
ST. JOSEPH COUNTY  
MY COMMISSION EXP. FEB. 22, 1997

LL/458