

Book 13-449
mis 18-16

BILL OF ASSURANCE

New Bill of
Assurance

Recorded

10-21-76

3:45 PM

Mis. BOOK-6

PAG-267

TWIN OAKS ADDITION, SALEM, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That Harry and Violet Neuhaus, hereinafter called grantors are the owners of the following described land lying in Fulton County, Arkansas,

to-wit:

The South $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of Section 26, Township 20 North, Range 8 West, except a triangle in the Southwest corner thereof described as, Beginning at the Southwest corner thereof. Then North 66 feet. Then South 65 degrees East 160 feet. Then West 144.5 feet to point of beginning.

Also; A part of the North $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ of Section 35, Township 20 North, Range 8 West described as, Beginning at the Northeast corner thereof. Then South 347.5 feet to the North right of way line of U. S. Highway No. 62 as now located.

Then following said North right of way line,
North 75 degrees and 30 minutes West 515 feet.
North 87 degrees and 15 minutes West 242 feet.
South 83 degrees and 30 minutes West 225 feet.
South 82 degrees and 30 minutes West 292 feet.
South 80 degrees West 150 feet.
South 85 degrees and 35 minutes West 120 feet.
North 88 degrees West 198 feet.
North 76 degrees and 30 minutes West 160 feet.
North 69 degrees and 20 minutes West 215 feet.
North 65 degrees West 305 feet to the North boundary thereof.
Then East 2513.5 feet to point of beginning, containing 87 acres, more or less.

And it being deemed desirable that the above described property be now sub-divided into building plots and roads and easements with certain areas reserved as shown on the attached plat and that said property be held, owned and conveyed, as platted, subject to the protection herein contained in order to enhance the value and use of the said property.

NOW THEREFORE, Harry and Violet Neuhaus, for and in consideration of the benefits to accrue to them, their successors and assigns, which benefits it acknowledges to be of value, does cause to be made a plat hereto attached showing surveys made by the said Ernest Roberts surveyor, and executed by him on this date showing the bounds and dimensions of the property now being sub-divided into lots and roads described by numbered lots, roads, easements and reserved areas, and the said grantors hereby donate and dedicate to the public, hereafter easement of way over

the streets as shown by said plat to be used for surfaced roads, or easements for property owners exclusive use or as the property owners choose. In addition to said roads, as shown on said plat, there are certain easements for drainage, utilities, etc. which grantors do hereby donate and dedicate to, for the use of or by, public utilities, the same being, without limiting the generality of the foregoing, electric power, gas, telephone, water and sewer with the right hereby granted 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 therefrom for the installation, maintenance, repair and replacement of such utility services.

The filing of this Bill of Assurance and plat for record in the office of the Circuit Clerk and Recorder of Fulton County, Arkansas, shall be a valid and complete delivery and dedication of the roads and easements subject to the limitations herein set out.

The lands embraced in said plat shall be forever known as Twin Oaks Addition of Salem, Arkansas. The South $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of Section 26, Township 20 North, Range 8 West, except a triangle in the Southwest corner thereof described as, Beginning at the Southwest corner thereof. Then North 66 feet. Then South 65 degrees East 160 feet. Then West 144.5 feet to point of beginning. Also; A part of the North $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ of Section 35, Township 20 North, Range 8 West described as, Beginning at the Northeast corner thereof. Then South 347.5 feet to the North right of way line of U. S. Highway No. 62 as now located. Then following said North right of way line, North 75 degrees and 30 minutes West 515 feet. North 87 degrees and 15 minutes West 242 feet. South 83 degrees and 30 minutes West 225 feet. South 82 degrees and 30 minutes West 292 feet. South 80 degrees West 150 feet. South 85 degrees and 35 minutes West 120 feet. North 88 degrees West 198 feet. North 76 degrees and 30 minutes West 160 feet. North 69 degrees and 20 minutes West 215 feet. North 65 degrees West 305 feet to the North boundary thereof. Then East 2513.5 feet to point of beginning, containing 87 acres, more or less.

RESTRICTIONS AND COVENANTS

1. Each homesite in Twin Oaks Addition is restricted to the construction of one single family dwelling unit per lot.

2. No residence or structure shall be erected, placed or altered on any lot until after the building plans, specifications and plat plans showing the location of said residence, have been approved in writing as conformitory and in harmony with the external design desired by the Twin Oaks management or by a duly designated property owners association.

3. During the construction of a permanent type dwelling unit, a mobile dwelling unit may be installed on a homesite which must be either removed or as stipulated in section 12 herein within six (6) months. Failure to remove same within such period of time will result in automatic condemnation and the property owners association or the Twin Oaks Management or its successors shall have the absolute right of destruction and removal without recompense.

4. The dwelling unit must be a permanent structure and must have a material exterior composed of wood, anodized metal, masonry or cut natural or native stone, masonite or a combination of said materials or equivalent materials, which materials shall be approved as and in the manner provided for in paragraph 2 hereof.

5. Each dwelling unit must have at least 1250 square feet of floor space, including carport, with at least 875 square feet of this space heated and on the first floor level, complete indoor toilet facilities of modern plumbing connected to a septic tank sewage disposal unit, or other type of acceptable sewage disposal system, and modern electric wiring completed and installed, all of which shall be equal to or better than the code requirements published by the State of Arkansas and/or the Federal Housing Administration in its publication entitled Minimum Property Standards, whichever be the higher requirements. Foundations must be complete, outside pier type, not enclosed, shall not be permitted.

6. No residence or building shall be located on any lot nearer to the front line than 50 feet nor nearer to the rear line than 50 feet.

7. No residence or building shall be located nearer to the interior lot side line than distance of 30 feet or twenty percent (20%) of the average width of the lot, whichever is greater, and in no event shall it be located nearer than 50 feet to the side line if the side line borders a public street or road.

8. No noxious or offensive trade or activity shall be carried on or upon any vacant lot or shall any trash or other refuse be thrown, placed or

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dumped upon any vacant lot or shall anything ever be done which may or shall become an annoyance or nuisance to the neighborhood or area in general. No advertising signs of any kind may be placed or erected on any parcel of property without specific permission of the Twin Oaks Management, its successors or assigns.

9. Easements for the installation, maintenance, repair and replacement of utility services, sewer or drainage have heretofore been donated and dedicated. Said easements being at various widths shall be respected by the property owners and trees, shrubbery, incinerators, structures, buildings or other type of improvement on said easements may be destroyed at any time when necessary or when deemed economically required by any person, firm or corporation engaged in supplying said services without liability of any kind or nature as a result of said destruction.

10. Easements and rights of way may be changed at any time by agreement with the owner provided such change or changes do not adversely affect adjoining property.

11. All pets and domesticated animals shall be confined to the lot or lands owned or controlled by the owner of such pet or domesticated animal, except only when such animal is on leash or otherwise directly controlled by said owner or a member of his household or his designee.

12. Unattached out buildings for house pets, domesticated animals, or as shelter for car or boat or trailer, guest house, utility, or owner recreational facility is permitted, provided plans for such building be submitted to and have Twin Oaks Management approval in accordance with section 2, 6, and 7 herein.

13. In park areas rights of way and easements may be changed or added as is for the benefit of the property as determined by the donor. Park areas are reserved for members of the property owners association.

14. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date of these covenants being recorded, after which time said covenants shall be automatically extended for successive periods of years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such covenants in whole or in part.

15. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

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

IN WITNESS WHEREOF, the Grantors by their duly authorized officers have hereunto affixed their hands and seals on the 28th day of March, 1966.

TWIN OAK ADDITION

By: Harry A. Neuhaus
Harry A. Neuhaus

By: Violet Neuhaus
Violet Neuhaus

ATTEST:

John M. Miller
Pres. Property Owners Association

ACKNOWLEDGMENT

STATE OF ARKANSAS
SS.
COUNTY OF FULTON

BE IT REMEMBERED, That on this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the County and State, appeared in person the within named Harry and Violet Neuhaus, to me personally well known, who stated that they were the owners of Twin Oaks Addition and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of Twin Oaks Addition, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the considerations, uses and purposes therein mentioned and set forth.

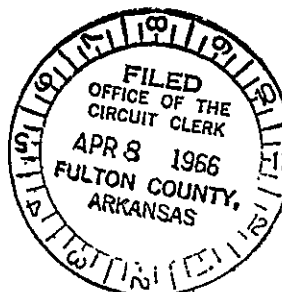
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this the 28th day of March, 1966.

(SEAL)

L. W. Love
Notary Public

My Commission Expires:

12-31-1966



mis 18-16

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Assurance

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Recorded

10-21-76

3.45 PM

Mix. Book-6

pag-267

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800 square feet of this space heated and on the first floor level, complete indoor toilet facilities of modern plumbing connected to a septic tank sewage disposal unit, or other type of acceptable sewage disposal system, and modern electric wiring completed and installed, all of which shall be equal to or better than the code requirements published by the State of Arkansas and/or the Federal Housing Administration in its publication entitled Minimum Property Standards, whichever be the higher requirements. Foundations must be complete, outside pier type, not enclosed, shall not be permitted.

7. No residence or building shall be located on any lot nearer to the front line than 40 feet nor nearer to the rear line than 30 feet.

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9. No noxious or offensive trade or activity shall be carried on, or upon any vacant lot, or shall any trash or other refuse be thrown, placed or dumped upon any vacant lot or shall anything ever be done which may or shall become an annoyance or nuisance to the neighborhood or area in general. No advertising signs of any kind may be placed or erected on any parcel of property without specific permission of the Twin Oaks Management, its successors or assigns.

10. Easements for the installation, maintenance, repair and replacement of utility services, sewer or drainage have hereto fore been donated and dedicated. Said easements being at various widths shall be respected by the property owners and trees, shrubbery, incinerators, structures, buildings or other type of improvement on said easements may be destroyed at any time when necessary or when deemed

- economically required by any person, firm or corporation engaged in supplying said services without liability of any kind or nature as a result of said destruction.
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13. Unattached out buildings for house pets, domesticated animals, or as shelter for car or boat or trailer, guest house, utility, or owner recreational facility is permitted, provided plans for such building be submitted to and have Twin Oaks Management approval in accordance with section 2, 7, and 8 herein.
14. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date of those covenants being recorded, after which time said covenants shall be automatically extended for successive periods of years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such covenants in whole or in part.
15. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.
16. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN-WITNESS WHEREOF, the Grantor by its duly authorized officers have hereunto affixed their hands and seals on this 9th day of April, 1986.

TWIN OAKS ADDITION

G. S. AND S., INCORPORATED

By: E. Linn Garner
E. Linn Garner, President

ATTEST:

Willie Ann Garner
Willie Ann Garner, Secretary

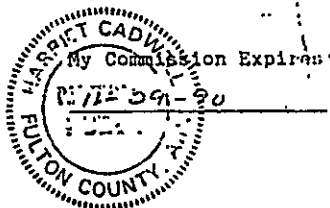
ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF FULTON) ss

BE IT REMEMBERED, that on this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the County and State, appeared in person the within named E. Linn Garner and Willie Ann Garner, who acknowledged themselves to be the President and Secretary of G. S. and S., Incorporated, a corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as president and secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this the 9th day of April, 1986.

Harriet Cadwell
Notary Public



FILED
OFFICE OF THE
FULTON COUNTY CLERK

Dated 4-25-86
Gene Maguffee, Clerk

Box 13
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