

BILL OF ASSURANCE AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Webb Brothers Development Company, Incorporated, an Arkansas corporation are the owners of the following-described lands situated in Marion County, Arkansas, to-wit:

All of Fairview Lakeside Estates, a Subdivision of Marion County, Arkansas, as shown by the recorded plat thereof.

Said lands shall hereinafter be held, owned and conveyed as platted, subject to the protection herein contained to enhance the value and use of said property.

NOW, THEREFORE, the above fee simple owners of the said property hereby impose the following restrictions and covenants:

1. Said lands shall be used exclusively for residential purposes, as distinguished from commercial enterprises of any kind, with no residential buildings to be permitted which shall be intended to or used for the purpose of housing more than one family. Not more than one single-family detached dwelling with related accessory buildings shall be erected on each platted tract and no tract may be resubdivided or reduced in area below that shown on the plat, except by thoroughfare widening.

2. Each dwelling shall have a minimum of 2,000 sq. ft. of ground-floor living area in the case of a one-story structure and not less than 1,600 sq. ft. of ground-floor area in the case of a multiple-story structure, exclusive of garages, porches, or other attached accessory areas. Each house shall have a garage. All garages constructed shall house a minimum of two cars and shall be fully enclosed and attached as no carports are permitted. The exterior of the building must be of new and permanent type construction except that previously used brick or stone may be used. All driveways shall be paved with concrete or asphalt to county right-of-way. Lots 1-4 and 26-29 are restricted to single story construction but does not prohibit a walkout basement.

3. No wall of any building which shall be erected on any of the lots or tracts of the aforesaid subdivision shall be built closer than 30 feet to the boundary of any street or

road, or closer than 20 feet to any of the boundaries of any other lot. For the purpose of construing this covenant, eaves, steps, porches, and thus come within the line of limitation.

4. RV's trailers, mobile homes, and modular homes may not be used and occupied as a temporary or permanent residence. RV's can be parked in rear portion of property.

5. The exterior of any structure, garden or out-building permitted which shall be erected upon any tract shall be completely finished within six months of the date of the start of any construction and any building not completed within such a period may be removed from said premises by anyone entitled to enforce the provisions of these covenants. Upon completion of any structure, the owner shall within sixty days have his yard graded and seeded in a manner that it can be mowed and it shall be maintained in a reasonable manner from that time forward. Any vacant lot or tract of land that has been previously mowed by the developer must be maintained at the owner's expense so as not to become overgrown with weeds and tall grass. Should any lot owner not maintain said lot or tract, then, upon 'thirty days' notice, the developer may do so and the owner will pay the cost thereof.

6. No sewerage disposal system, sanitary system, cesspool or septic tank shall be constructed, altered or allowed to remain or be used in any tract unless fully approved as to design, capacity, location and construction by all property public health agencies of the State of Arkansas and the County of Marion. All sanitary facilities shall be connected to an approved sanitary or septic tank system. No outhouses shall be permitted.

7. No part or portion of any lot shall be used in such a manner as to create an activity which shall be noxious or offensive, nor any activity shall be permitted or allowed to exist which creates a nuisance, including the allowance of trash or junked vehicles, or vehicles without a current license to remain upon the premises. No trash, ashes, garbage or



(a) Telephone and Electric Power Easement: Exposed overhead wires and cables for utility services are prohibited in this addition, within the easements and rights-of-way along perimeters of this addition where designated on the recorded plat. All electric power facilities shall be underground on all lots provided however, that street light standards and towers for street lighting purposes may be installed, erected, maintained and operated in, under and along the streets and public ways, if the utility is directed to make such installation by any governmental authority having jurisdiction. Electric power utilities shall have the dominant right to use and occupy the easements specified for them on the recorded plat for the installation, maintenance, repair and replacement of this type utility service. Except for the right of communications utilities to occupy these easements, as shown on the recorded plat, they shall be separate and exclusive easements dedicated solely for electric power utility purposes.

(b) Any alterations of 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 thirty-six (36) inches of clearance either vertically or horizontally between the surface grade and the underground electric cables and conductors supplying electric power and service, and as the electric distribution transformer stations and service connection points are located on the surface grade, fills within the areas 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 cables, facilities and equipment, and the supplying of service from such equipment are also prohibited. The electric utility will be reimbursed by the owner for any reasonable cost of relocating, additions to, or changes in its facilities occasioned by changes in grade, replat of lots, or change in usage designated in these protective and restrictive covenants. All owners of lots shall enter into a standard agreement with the electric utility for the installation of their underground service laterals and/or electric

refuge shall be allowed to remain upon the lot and shall be disposed of in an area provided for said specific purpose. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. No advertising signs or billboards shall be placed upon any tract in this development except the owner may place such sign as may be appropriate and necessary for the sale of the tract.

9. No animals, livestock or poultry shall be kept upon any lot. No animals shall be used commercially or boarded. No vicious or wild animals shall be kept. Animals shall not be kept in such a manner as to be a nuisance to the neighbors either by noise, odors, unsanitary conditions or otherwise. Dogs and cats shall be kept as domestic pets, with no commercial use.

10. Any fences constructed on said lots shall be of boards, or posts and rails, brick, or chain link. No privacy fences shall be permitted or extended past the building set-back lines or in front of any house.

11. EASEMENTS. Easements of way for streets as shown on the recorded plat have been donated and dedicated to the public, and persons, firms, or corporations engaged in supplying electric power, gas, telephone, water and sewer shall have the right to use and occupy said easements of way and streets for the installation, maintenance, repair and replacement of such utility service. Other easements for the installation, maintenance, repair and replacement of utility services and drainage have been reserved, said easements being of various widths, reference being made to the recorded plat for a more specific description of width and location. The agents, servants, and employees of any parties giving any utility service shall have the right of ingress to and from and in, over and across said easements and not improvements, trees, incinerators, 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.