

OZARK ACRES LAND COMPANY, INC.

Hardy, Arkansas

Bill of Assurance

November 21, 1960

KNOWN ALL MEN BY THESE PRESENTS:

That Ozark Acres Land Company, Inc., holds title to all the following described lands situated in the Northern District of Sharp County, Arkansas, to-wit:

A fractional part of the NE $\frac{1}{4}$  SW $\frac{1}{4}$ ; NW $\frac{1}{4}$  SE $\frac{1}{4}$ ; SW $\frac{1}{4}$  NE $\frac{1}{4}$ ; SE $\frac{1}{4}$  NW $\frac{1}{4}$ .  
Section 10, T-19-N R-4-W, 5th P.M., Sharp County, Arkansas.

The Grantor, Ozark Acres, Inc., has caused said lands be surveyed and subdivided. Said subdivision has been named and shall henceforth be known and designated as Ozark Acres, Oak Forest Addition, Blocks 1, 2, 3, 4, 5, 7, 8, 9, 10, and 11.

The Grantor has executed a plat showing the locations of said Oak Forest Addition and the number and dimension of the lots in said subdivision; also, the locations, widths and the names of the streets. All streets of said subdivision are hereby dedicated to the public for the use and benefits forever.

The plats of the Ozark Acres, Oak Forest Addition, Blocks 1, 2, 3, 4, 5, 7, 8, 9, 10, and 11 are recorded in Plat Book 3 at page 158 in the office of the Circuit Court Clerk and Ex-Officio Recorded in and for the Northern District of Sharp County, Arkansas.

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

SUBDIVISION RESTRICTIONS

The purpose of these restrictions is to provide uniform protection for all property owners in this subdivision by the establishment of minimum standards of land use, building sizes, setback requirements and the prohibition of certain undesirable uses and practices for the entire subdivision.

I. LAND USE

All lots shown on said plats are to be used for residential purposes only. No building shall be maintained or erected except that the owner shall install sewage disposal facilities which meet all the requirements of the State Health Department.

II. GENERAL PROVISIONS

(a) Nothing shall be allowable on premises in any zone established which would in any way be offensive or obnoxious by reason of control, design, or the emission of odors, liquids, gases, dust, smoke, vibration, or noise. Nor shall anything be placed, constructed, or maintained that would in any way constitute and construct an eyesore or nuisance to adjacent property owners, residents, or to the community. No bee hives or breeding of any insects, reptiles, or animals and fowls other than customary house pets are permitted.

(b) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structures have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback building line unless is similarly approved. Adequate culverts will be installed by owner in every driveway. Immediately after proof of inadequacy, any culvert may be removed and owner shall install sufficient size to carry all surface water.

The architectural control committee will be composed of three persons who may at all times be available for consultation and judgment on building and placement specifications. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to covenant. At any time, the then record owners of majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(c) No building shall be erected or moved on to any lot of this subdivision which does not conform to the following restrictions of use, area, setbacks and other restrictions herein set forth.

(d) No dwelling may be constructed without having poured footings of approved design and foundations must have FHA standards.

### III. SETBACK LIMITATIONS

Setback limitations shall apply to all structures constructed and erected on said property, as follows:

Front yard--40 feet from property line; rear yard--25 feet from property line;

Side yard--10 feet from property line; corner lots--40 feet from front and 15 feet from side roof overhangs, steps, stoops, and architectural projections are accepted.

### IV. HEIGHT LIMITATIONS

No building in this subdivision shall be greater than two stories in height, no higher from the average grade than 25 feet, to any portion of the building except chimneys and architectural projections.

### V. AREA LIMITATIONS

No building shall be constructed unless it contains a minimum of 500 square feet, exclusive of porches and car ports.

## VI. UTILITY EASEMENTS

Each lot shall be subject to easements for the installation of utilities. Water mains and electrical facilities will be placed in the areas where they will be most practical and least detrimental to subject lot. Ozark Acres reserves the right to declare such easements and install utilities without notification to lot owner.

## VII. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, Trash, garbage or other waste shall not be kept except in sanitary containers, incinerators or other equipment for the storage of or disposal of such condition.

Individual sewage and drain fields shall be installed so as to comply with State Health Department requirements.

## VIII. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to transfer or change said covenants in whole or in part.

## IX. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenant either to restrain violation or to recover damages, and failure to neglect to enforce any provision hereof shall not constitute a waiver or operate as an estoppel.

## X. SEVERABILITY

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

IN WITNESS WHEREOF, THE SAID Jack M. Fletcher and Leon Howerton have this day appeared before me and signed the foregoing instrument.

Jack M. Fletcher  
Jack M. Fletcher - President

Leon Howerton  
Leon Howerton - Secretary

Don J. Fletcher  
Notary Public

My Commission Expires: August 5, 1963.