

BILL OF ASSURANCE  
MAPLE CREEK FARMS, ORCHARD LAKE ADDITION

85 OCT 7 1955

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, Madison Financial Corporation, <sup>RP</sup> herein called Owner, has caused certain lands owned by it to be platted into an addition known as Maple Creek Farms, Orchard Lake Addition to Saline County, Arkansas, and the plat thereof appears of record in the office of the Recorder of Saline County, Arkansas in Book 2000 at Page 394; and,

WHEREAS, the Owner desires to provide for the use of the property for the highest of residential uses and to restrict its uses as such;

NOW, THEREFORE, the Owner hereby adopts the covenants stated herein and agrees that the stated covenants shall apply to all of the property now platted as Maple Creek Farms, Orchard Lake, an Addition of Saline County, Arkansas, as covenants running with the land:

1. Use of Lots. The lots shall be held, owned and used only for single-family residential purposes and no business or commercial activity shall be carried on within a lot, except by a public utility furnishing service to and within the Property. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed 2 1/2 stories in height, except for any outbuildings permitted pursuant to Paragraph 10 hereof.

2. Use of Common Area. Allotter shall convey the Common Area to the Association, as herein below defined, subject to the matters set forth in Exhibit attached hereto, within 120 days from the sale and occupancy of the last lot sold. The Common Area shall be used for recreational, social and other purposes authorized herein or by the members of the Association, their families and guests in accordance with and subject to the provisions and rules and regulations adopted by the Association pursuant thereto.

3. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors of Association ("Board"). In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with.

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4. Subdivision of Lots. No lot shall be re-subdivided into a smaller lot, provided however, lots may be combined to increase the size of adjacent lots.

5. Set-Back Requirement. No residence shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No building shall be located nearer to an interior lot line than a distance of 10% of the average width of the lot or 8 feet, whichever is less, except that a permitted accessory building located 35 feet or more from the minimum building set-back line may be placed not nearer than 5 feet from the side or rear lot line. For the purposes of this covenant, eaves, steps, and porches not under roof shall not be considered as a part of the building.

6. Minimum Square Feet Area. No residence situated on a non-lake lot shall be constructed or permitted to remain on any Lot unless the finished heated living area, exclusive of porches, patios, carports, garages, breezeways, exterior stairways, portecocheres, storage areas and outbuildings, shall equal or exceed 1,300 square feet for a one story residence and no residence situated on a lake lot shall be constructed or permitted to remain on any Lot unless the finished heated living area, exclusive of porches, patios, carports, garages, breezeways, exterior stairways, portecocheres, storage areas and outbuilding, shall equal or exceed 1,800 square feet for a one story residence except with the prior written approval of the architectural control committee referred to in Paragraph 3 hereof, which approval may be granted or denied in its sole and absolute discretion. Finished heated living area shall be measured in a horizontal plane to the face of the outside wall on each level.

7. Height of Other Structures. No structure of any kind, including but not limited to any radio or television antenna or tower, shall be built or permitted to remain upon any Lot if the line of the residence upon such Lot, except that the Allötter or the Association may erect a common television antenna. No radio signals, television signals or other form of electromagnetic radiation shall originate from the Lot that may unreasonably interfere with the reception of television or radio signals on any other lot.

8. Commercial Structures. No building or structure of any sort may ever be placed, erected or used for business, professional trade or commercial purposes on any portion of any Lot.

9. Frontage of Residence on Streets. Any residence erected on any Lot shall front, or present a good frontage, on the street designated in the Plat.

10. Outbuilding Prohibited. No outbuildings or other detached structure appurtenant to the residence may be erected on any Lot herein platted without the consent in writing of the architectural committee appointed pursuant to Paragraph 3 hereof.



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11. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or any part thereof, except that dogs, cats, or other domesticated household pets may be kept in reasonable numbers; provided, however, they are not kept, bred or maintained for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from neighboring property. Upon the written request of any Owner the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a household pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable. All household pets on the Property shall be kept on a leash at all times when they are outside of the residence constructed on a Lot.

12. Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon a vacant lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No garbage or trash shall be placed or kept on any Lot or Common Area except in covered containers of a type, size and style which are approved by the Board, which may include the requirement that all containers be disposable. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection.

13. Care of Lawns and Gardens. The Owner or Owners of each lot shall keep the lawns and gardens contained therein neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

14. Billboards Prohibited. The construction or maintenance of billboards, or advertising boards or structures on any Lot is specifically prohibited, except that billboards advertising the sale or rental of such Lot are permitted, provided they do not exceed 8 square feet in size and a sign or signs advertising this subdivision and the sale of the Lots erected by or on behalf of the Allotter are permitted.

15. Cesspool. No leaching cesspool shall ever be constructed on any Lot.

16. Existing Structure. No existing, erected building or structure of any sort may be moved onto or placed on any Lot.

17. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding other than a guest house and servants quarters erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any other structure of a temporary character be used for human habitation.



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18. Easements for Public Utilities. Easements for the installation, maintenance, repair and replacement of utility services, sewer and drainage being ten feet in width, have hereinabove been donated and dedicated, reference being hereby made to the Plat filed herewith for a more specific description of the location thereof. No trees, shrubbery, incinerators, structures, buildings, fences, pavement or similar improvements shall be grown, built or maintained within the area of such utility easements. In the event any trees, shrubbery, incinerators, structures, buildings, fences, or pavement or similar improvements shall be grown, built or maintained within the area of such easements, no person, firm or corporation engaged in supplying public utility services shall be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easements.

19. Fences. No fences, enclosure or part of any building, of any type or nature whatsoever shall ever be constructed, erected, placed or maintained closer to the front line of any Lot than the building set-back line shown on the Plat; provided, however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards. No automobile, truck, trailer, or other vehicle shall be parked on Property except within a Lot.

20. Property Lines and Boundaries. Iron pins have been set on all Lot corners and points of curve, and all Lot dimensions shown on curves are chord distances, and all curve data as shown on the attached Plat filed herewith is center line curve data. In the event of minor discrepancies between the dimensions or distances as shown on the Plat and the actual dimensions or distances as disclosed by the established pins, the pins as set shall control.

21. Right to Enforce. All of the Lots shall be sold and conveyed subject to the easements, restrictions, covenants and conditions herein for the purpose of protecting the value and the desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Lot or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. The Allotter, Association, or any owner of a Lot shall have the right to enforce, by any proceeding at law or in equity, all covenants and reservations now or hereinafter imposed pursuant to the provisions of this Bill of Assurance and Association, shall, in Addition, have the right to collect and enforce, by any proceedings at law or in equity, all assessments, liens, and charges now or hereinafter imposed pursuant hereto or thereto. Failure by the Allotter, Association or Owner of a lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No restriction, condition, covenant reservation, lien or charge provided for herein shall be personally binding upon any corporation, firm or person except in respect to breaches committed during its, his or their seizing title to Property.



22. Modification of Covenants and Restrictions. Each of the covenants and restrictions in this Bill of Assurance shall remain in full force and effect until January 1, 2014, and each of such covenants and restrictions shall automatically be extended thereafter, for successive periods of ten (10) years each unless modified terminated or cancelled as herein provided. Any and all of the covenants, provisions or restrictions set forth in the Bill of Assurance may be amended, modified, changed or cancelled in whole or in part by a written instrument signed and acknowledged by the owner or owners of not less than 90% of the Lots during the first twenty (20) years from the date hereof and thereafter by an instrument signed by not less than the owner or owners of 75% of the Lots. Any amendment must be recorded.

23. Separability. Invalidation of any covenant or restriction 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 set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, The Corporation has set its seal this 7 day of October, 1985.

MADISON FINANCIAL CORPORATION

BY: Vernon Dutton  
Vice President

Filed for record on this the 7th day of October, 1985, at 1:55 p.m. and same is duly recorded in Deed Book 276 Page 717. Jimmy Seals - Circuit Clerk & Recorder

276 721

ATTEST:  
John Lottan

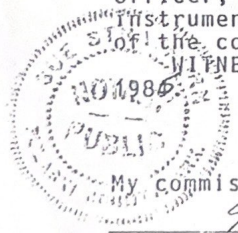
ACKNOWLEDGEMENT

STATE OF ARKANSAS } ss  
COUNTY OF SALINE }

BY: John Dutton D.O.

On this day, before me personally appeared James B. McDougal, to me personally well known, who acknowledged that he was the President of MADISON FINANCIAL CORPORATION, and that he, as such officer, being authorized to do so, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal this 7th day of October.



James B. McDougal  
NOTARY PUBLIC

My commission expires: 9-10-90

BUYERS ACKNOWLEDGEMENT

The Buyer hereby acknowledges receipt of a copy of this Bill of Assurance which will be filed for record, and agrees to abide by said Bill of Assurance.

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