

BILL OF ASSURANCE

BYHALIA ESTATES - FIRST ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That Paul F. Lloyd, hereinafter called grantor, is the owner of the following described land lying in Fulton County, Arkansas, to-wit:

This plat consists of the South Half of the Southwest Quarter, the South Half of the Southeast Quarter, the N.W.¼ of the S.W.¼, the S.W.¼ of the N.W.¼, the N.E.¼ of the N.W.¼, the West Half of the N.E.¼, all in Section 16, TWP. 19 N., range 6 West, in Fulton County, Arkansas, as shown on the attached plat.

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

NOW THEREFORE, Paul F. Lloyd, for and in consideration to the benefits to accrue to it, its 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 Earnest Roberts, surveyor, and executed by him on this date showing the bounds and dimensions of the property now being subdivided into lots and roads described by numbered lots, roads and easements, the said grantor hereby donates and dedicates said roads to the public, hereafter easements 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 grantor does hereby donate and dedicate to, for the use of or by, or for the benefit of, public utilities, the same being, without being limited by 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 said 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 Byhalia Estates - First Addition, (Consisting of the South Half of the Southwest Quarter, the South Half of the Southeast Quarter, the N.W.¼ of the S.W.¼, the S.W.¼ of the N.W.¼, the N.E.¼ of the N.W.¼, the West Half of the N.E.¼, all in Section 16, TWP. 19 N., range 6 West, in Fulton County, Arkansas, as shown on the attached plat), and any and every deed of conveyance for any lot in said subdivision describing the same by the numbers shown on said plat shall always be deemed sufficient description thereof.

RESTRICTIONS AND COVENANTS

1. No residence or structure shall be erected, placed or altered on any lot until after the building plans, specifications and plat plans, specifications showing the location of said residence, have been approved in writing as in conformity with and in harmony with the external design and location and size desired by Grantor or His successors or by a duly designated property owners association.
2. During the construction of a permanent type dwelling unit, a temporary structure may be erected on a homesite which must be either removed or replaced with a permanent structure within six (6) months from the date the erection of the temporary structure was begun. Failure to remove same within such period of time will result in automatic condemnation and the property owners association or Paul F. Lloyd or His successors shall have the absolute right of destruction and removal without recompense.
3. 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 1 hereof.
4. Each dwelling unit must have at least 1000 square feet of floor space, including carport, with at least 850 square feet of this space heated and on the first floor level. On split level homes the first floor may be determined by a combination of any two of the three levels. All homes shall have complete indoor toilet facilities of modern plumbing connected to a septic tank sewage disposal unit, or other type of acceptable sewage disposal system, all modern electric wiring completed and installed, all of which shall be equal to or better than the code requirements of the Federal Housing Administration in its publication entitled "Minimum Property Standards." Foundations must be complete, and outside pier type, not enclosed, shall not be permitted without written permission by at least two adjoining property owners and Paul F. Lloyd or His successors. In cases of approval the plumbing and other mechanical items must still be permanently and completely enclosed. No residence shall be located on any lot nearer to the front line than 100 feet nor nearer to the rear line than 50 feet.
5. No residence or building shall be located nearer to the interior lot side line than a distance of 50 feet or ten percent (10%) 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. No fence enclosures shall be construct-

ed between the street easements and the front portion of the construction dwelling above the height of six (6) feet.

6. No noxious or offensive trade or activity shall be carried on or upon any lot, nor 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 Byhalia Estates Property Owners' Association or His or Their successors or assigns.

7. 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 or any other type of improvements 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.

8. 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.

9. 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. Riding stock must be stabled in building painted and with roof and inclosed sides building must be compatible in appearance from without with dwelling.

10. 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.

11. 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.

12. 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 has affixed His hand and seal on this 6th day of March, 1971.

PAUL F. LLOYD

By: Paul F. Lloyd
Paul F. Lloyd

ACKNOWLEDGMENT.

STATE OF ARKANSAS }
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 Paul F. Lloyd, to me personally well known, who stated that he is the Grantor and is duly authorized in this capacity to execute the foregoing instrument and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the considerations, uses and purposes therein contained and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this the 3-6-71

Levin Warner
Notary Public
My Commission Expires: MARCH 1st 1973

PAID FOR RECORD
3-11-71
CLERK & RECORDER