

Bill Of Assurances – Mountain Valley Estates

BILL OF ASSURANCES, DEDICATION
AND RESTRICTIONS OF LOTS 52-77
OF MOUNTAIN VALLEY ESTATES,
SHARP COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

THAT PAUL L. PREUSSE, JR. AND NAOMI W. PREUSSE, husband and wife, GERALD O. STUTTS AND BILLIE JEAN STUTTS, husband and wife, NEWTON SIMPSON AND EDEALEE SIMPSON, husband and wife, and WILLIAM C. ANDERSON, SR. AND JENNIE STUTTS ANDERSON, husband and wife, being the owners of the following described lands lying in Sharp County, Arkansas, to-wit:

Tracts Fifty-Two (52) through Seventy-Seven (77), inclusive; being 5.75 acres in the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Six (6), Township Seventeen (17) North, Range Four (4) West; also 53.92 acres in the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), 55.90 acres in the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), 18.30 acres in the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), and 17.38 acres in the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); all in Section One (1), Township Seventeen (17) North, Range Five (5) West, Sharp County, Arkansas, as shown by plat prepared by Edward Murphy, registered land surveyor number 555, recorded on May 29, 1979, in Book 8, at Page 112, of the plat records of Sharp County, Arkansas, which survey is incorporated herein by reference as though set forth word for word.

At the time of filing said plat of record, said owners did, and do hereby, dedicate to the use of the public all streets, roads, and easements shown on said plat, for use as such by the public.

Said lands shall be known as Lots 52 through 77 of MOUNTAIN VALLEY ESTATES, and each and every instrument or conveyance of any part thereof, or any instrument affecting the same, describing such tract or tracts by reference to said survey, shall be deemed as a good and sufficient description thereof.

It is the desire of owners to place certain safeguards and restrictions upon all of said tracts described above, for the use and benefit of the future owners of said property, and in consideration of the premises and the mutual agreements herein made and set forth, said owners, their successors, assigns and

grantees, and for their successors in title, do hereby agree that all of said tracts shall be and they are hereby restricted as to their use for a period of thirty (30) years from the date hereof, in the manner and to the extent hereinafter set forth, to-wit:

1. DEFINITIONS OF TERMS: For the purpose of interpreting this instrument, the word "street" shall mean any street, road or avenue of any name whatever, as shown on the recorded plat herein mentioned or upon any recorded plat to be hereinafter filed and recorded embracing any of the lands described herein.

The word "easement" shall mean any easement shown on any such recorded plat.

The word "lot" shall mean any lot or tract as shown by said recorded plat or any tract or tracts of land as conveyed which consists of one or more lots or of parts of one or more lots as platted upon said recorded plat, upon which any buildings may be erected which are owned at the time of improvements by one or more persons.

2. PERSONS BOUND BY THESE RESTRICTIONS: All persons, firms and corporations who now own, or who shall hereby acquire, any interest in any of the lots mentioned herein, or affected hereby, shall be bound by the restrictions herein set forth with the same force and effect as though they had joined in the execution of this instrument, it being the intention of the owners that all of said restrictions set forth herein shall be held to be covenants running with the land, binding upon all persons interested in said lots throughout the whole period of time in which these restrictions shall remain in effect.

3. LAND USE AND BUILDING TYPE: Each lot shall be used only for a private, single, one-family type residence, and only one such residence, with appropriate ancillary outbuildings, shall be erected thereon. All residents and other permitted ancillary outbuildings so constructed shall be erected and constructed of

first quality materials, and in a neat and workmanlike manner. All exteriors thereof shall be completed of such materials as are at the time of construction, utilized in the construction of better type homes, and shall be designed to present a neat appearance. No business or amusement structures shall be erected, maintained, or permitted on any lot at any time.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 50 feet to the front lot line, nor nearer than 25 feet to any side street line. No building shall be located nearer than 25 feet to an interior lot line, and no dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

5. LOT AREA: No lot shall be re-subdivided, nor shall any dwellings or buildings be constructed thereon other than specifically set forth herein.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and also, over and across the front 15 feet, the side and rear 10 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. OIL DRILLING OR MINING OPERATIONS: No oil drilling, quarry or mining operations, open mining or shaft drilling, shall be permitted on any lot or tract at any time.

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot, except a professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes. Dogs, cats, and no more than four (4) riding horses may be kept on said lots or tracts, provided that they are not kept, bred or maintained for any commercial purposes.

11. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. TEMPORARY USE: Nothing herein shall be held to prevent the use by any owner of such temporary buildings or units as may be reasonably required during construction of a residence or outbuildings, nor shall same be construed to prohibit the parking of any mobile units, campers, or other similar vehicle upon said property for vacation and recreational purposes for periods not to exceed thirty (30) days in length.

13. TERM, EXTENSION AND AMENDMENT: 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 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 change or amend said covenants in whole or in part.

14. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. SEVERABILITY: 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 names of the owners are hereunto affixed on this 15th day of June, 1979.

Paul L. Preusse, Jr.
Paul L. Preusse, Jr.

Gerald O. Stutts
Gerald O. Stutts

Naomi W. Preusse
Naomi W. Preusse

Billie Jean Stutts
Billie Jean Stutts

Newton Simpson
Newton Simpson

William C. Anderson Sr.
William C. Anderson, Sr.

Edealee Simpson
Edealee Simpson

Jennie Stutts Anderson
Jennie Stutts Anderson

STATE OF ILLINOIS X
COUNTY OF RANDOLPH X

ACKNOWLEDGMENT

ON THIS DAY personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, PAUL L. PREUSSE, JR. and NAOMI W. PREUSSE, his wife, to me well known, and stated that they had executed the foregoing for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 7th day of June, 1979.

My Commission Expires:
5-4-83

Dorothy Wolff
Notary Public