

BILL OF ASSURANCE

FILED FOR RECORD
MAR 29 1979
FAYETTEVILLE, ARK.
COURT CLERK

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Northwood Corporation, an Arkansas corporation, hereinafter called "Allotter", is the owner of lands lying in the County of Washington, State of Arkansas, described as follows:

A part of the NW $\frac{1}{4}$, NW $\frac{1}{4}$, Section 31 and the SW $\frac{1}{4}$, SW $\frac{1}{4}$, Section 30 T-17-N, R-29-W, and a part of the NE $\frac{1}{4}$, NE $\frac{1}{4}$, Section 36, and SE $\frac{1}{4}$, SE $\frac{1}{4}$, and the SW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 25, T-17-N, R-30-W described as beginning at the Northwest Corner of said NE $\frac{1}{4}$, NE $\frac{1}{4}$, Section 36, T-17-N, R-30-W; Thence N 89-18-22 W 125.00 feet; Thence N 01-21-10 E 704.12 feet; Thence N 89-13-49 E 1445.58 feet; Thence S 00-05-50 W 8.67 feet; Thence S 38-04-17 E 227.95 feet; Thence S 37-44-04 E 108.03 feet; Thence S 52-05-49 W 150.54 feet; Thence S 37-54-11 E 50.00 feet; Thence N 52-05-49 E 150.39 feet; Thence S 37-44-04 E 132.67 feet; Thence S 52-18-20 E 202.32 feet; Thence S 82-00-21 E 180.94 feet; Thence East 42.00 feet to the centerline of a creek; Thence along said centerline S 14-28-45 W 132.09 feet; Thence N 89-33-06 W 13.82 feet; Thence S 00-09-15 W 556.30 feet; Thence S 52-21-53 W 131.91 feet; Thence S 47-22-05 W 74.25 feet; Thence S 14-54-57 W 153.69 feet; Thence N 88-10-01 W 480.23 feet; Thence S 00-43-31 W 262.65 feet; Thence S 89-36-08 W 340.00 feet; Thence S 00-43-31 W 250.00 feet; Thence S 89-36-08 W 178.94 feet; Thence N 05-00-49 E 266.00 feet; Thence N 00-42-03 E 267.29 feet; Thence S 89-18-33 W 820.00 feet; Thence N 00-39-26 E 784.05 feet to the point of beginning, containing 68.35 acres, more or less, Fayetteville, Washington County, Arkansas.

and,

WHEREAS, it is deemed desirable that the above described property be now subdivided into building lots and streets, as shown on the plat filed herewith as more particularly designated hereinafter, and that said property be held, owned and conveyed subject to the protective covenants herein contained, in order to enhance the value of said property.

NOW, THEREFORE, for and in consideration of the benefits to accrue to Northwood Corporation, an Arkansas corporation, its successors and assigns, which benefits it acknowledges to be of value, has caused to be made a plat filed herewith showing surveys made by Melvin Milholland, Registered Engineer, and executed by him February 27, 1979, executed by it December 19, 1978, and bearing a certificate of approval executed by the Fayetteville Planning Commission and the City of Fayetteville Board of Directors, said plat showing the bounds and dimensions of the property now being subdivided into lots and streets, described by lots and streets as shown thereon.

P.O. Recd: 1/25-1979

Allotter hereby donates and dedicates to the public an easement of way on and over such of the real property owned by it designated as streets on said plat to be used by the public as public streets, except for the medians located in any cul-de-sac, the aforesaid medians to be owned and maintained by Huntingdon Homeowners Association, Inc. In addition to the said streets, there are shown on said plat certain easements for drainage and utilities which Allotter hereby donates and dedicates to and for the use by public utilities, the same being without limiting generality of the foregoing electric power, gas, telephone, television cable, water and sewer, with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utilities, to use and occupy such 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 Ex-Officio Recorder of Washington County shall be a valid and complete delivery and dedication of the streets and easements subject to the limitations herein set out.

The lands embraced in said plat shall be forever known as Huntingdon, being a subdivision in portions of Sections 31 and 30, Township 17 North, Range 29 West and portions of Sections 25 and 36, Township 17 North, Range 30 West, Washington County, Arkansas, and any and every deed of conveyance of any lot in said subdivision describing the same by the number or numbers shown on said plat shall always be deemed a sufficient description thereof.

Said lands herein platted and any interest therein shall be held, owned and conveyed, subject to and in conformity with the following covenants which, subject to being amended or cancelled as hereinafter provided, shall be and remain in full force and effect until October 1, 2003, to-wit:

DEFINITION OF TERMS USED

For the purpose of these restrictions, the word "street" shall mean any street, terrace, drive, circle, cul-de-sac or boulevard.

The word "lot" shall mean lot as platted. A "corner lot" shall be

deemed to be any lot as platted having more than one street contiguous to it.

The words "multi-family" shall refer to lots numbered 11, 12, 13, 14, 25, 28, 34, 35, 36, 37, 38 and 38 of Block 8.

The words "low density residential" shall mean and refer to lots 1-13 of Block 1, 1-7 of Block 2, 1-10 of Block 3, 1-9 of Block 4, 1-16 of Block 5, 1-11 of Block 6, 1-11 of Block 7, 1-45 of Block 8, 1-23 of Block 9, 1-5 of Block 10, 1-3 of Block 11, 1-5 of Block 12, and 1-7 of Block 13 inclusive.

RESTRICTIONS

1. Use of Land. The lots defined as "Low density residential" may be improved, used or occupied for private residence purposes, and for duplexes, flats, apartments and condominiums.
2. Architectural Committee. No building or other structure shall be erected, placed or altered on any lot or tract in this subdivision until the building plans and specifications therefor, exterior color scheme and materials thereof, and plot plan, which plot plans show the location and facing of such building, have been approved in writing by a majority of an Architectural Committee composed of Milby D. Pickell, Rudy Moore, Jr., and one person to be appointed by Milby D. Pickell and Rudy Moore, Jr., or their duly authorized representatives, representative or successors. In the event of the death or resignation of any member or members of the above-named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme materials and plot plan, or to designate a representative or representatives with like authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed members or member, shall have the same authority hereunder as their predecessors as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required within three (3) business days, excluding Sundays and legal holidays, after such submission or in the event no suit to enjoin the erection of such building or the making of such alterations has been

commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The Architectural Committee shall not be liable for any approval given hereunder and any approval given shall not be considered as a waiver of any requirement of or restriction in this Bill of Assurance. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to the improvements within this subdivision which they would otherwise be entitled to maintain. The powers and duties of such committee or its designated representatives shall cease on or after October 1, 1993. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers as previously exercised by said committee for such period as may be specified in such instrument.

3. Height and Type of Residence. No residence shall be erected, altered, placed or permitted to remain on any lot numbered 1-13 of Block 1, 1-7 of Block 2, 1-10 of Block 3, 1-9 of Block 4, 1-16 of Block 5, 1-11 of Block 6, 1-11 of Block 7, 1-45 of Block 8 except lots number 11, 12, 13, 14, 25, 28, and 34-39 of said Block 8, 1-23 of Block 9, 1-5 of Block 10, 1-3 of Block 11, 1-5 of Block 12 and 1-7 of Block 13 in Huntingdon Subdivision, other than one detached single-family residence not to exceed two and one-half stories in height or a split-level residence and a private garage or carport for not less than two (2) cars except on those lots designated as "multi-family" on the plat of said subdivision.

4. Subdivision of Lots. No lot shall be re-subdivided such that the result of said subdivision decreases the area of said lot by more than ten percent (10%) without the prior written approval of the Architectural Committee; provided, however, lots may be split to increase the size of adjacent lots.

5. Set-Back Requirements. No residence shall be located on any lot nearer to the front lot line or nearer to the said 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 ten percent (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. No principal dwelling shall be located on any lot nearer than 25 feet to the 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. The Architectural Committee shall have the authority to waive the rear and side set back requirements in the event the standards as set forth herein constitute a hardship dictating that a waiver be granted for good cause. Provided, the Architectural Committee shall establish set-back requirements for lots designated as "multi-family" in accordance with city regulations.

6. Area. No dwelling shall be constructed or permitted to remain upon any lot in this subdivision which has a finished heated living area measured in a horizontal plane to the face of the outside wall at the top plate line of such dwelling less than 1,700 square feet, except as provided hereinafter:

(a) Two or More Levels-Basement Type. If a dwelling has finished heated living area on a different level, and the finished floor levels of such areas are separated by more than eight feet measured vertically, then such dwelling shall have at least 1,300 square feet of finished heated living area measured in a horizontal plane to the face of the outside wall at the top plate line of such dwelling, and shall have at least a total of 1,900 square feet of finished heated living area; however, the top plate line amount of floor space may be reduced from 1,300 square feet of finished heated floor space to 900 square feet of finished heated floor, if the double garage area of not less than 450 square feet is also on the top plate line level, and the total heated finished area in the dwelling is not less than 1,900 square feet of floor space.

(b) Two-Story and Story-and-a-Half. If a dwelling has finished heated living areas on two or more levels or stories, which levels or stories are immediately above and below each other measured vertically and all of such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1,100 square feet of finished heated living area measured in a horizontal plane to the face of the outside wall at the top plate line of the first level or story, of such dwelling and shall have at least a total of 1,900 square feet of finished heated living area, provided, however, that the top story or level may have less than 900 square feet of finished heated living area if the first level or story shall have at least 1,400 square feet of finished heated living area measured in a horizontal plane to the face of the outside wall of the first level or story of such dwelling and such dwelling shall have at least a total of 1,900 square feet of finished heated living area. In the computation of finished heated living area, the same shall not include any basement or attic area used for storage. All dwellings shall have a carport or garage for at least two automobiles. Provided, the Architectural Committee shall establish area requirements for lots designated as "multi-family" in accordance with city regulations.

7. 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. This prohibition shall not apply to any business or structures that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility service to Huntingdon subdivision.

8. Outbuildings Prohibited. No outbuilding or other detached structure appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Architectural Committee, unless a detached garage.

9. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or part thereof, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

10. 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 any vacant lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No vehicle may be stored or allowed to be parked on any lot unless said vehicle is in evident good operative condition. Absent a waiver from the Architectural Committee, no tree larger than six inches (6") in diameter as measured four feet (4') above the ground shall be cut, severed, sprayed or in any manner destroyed. This provision shall apply to all trees on a lot situated three feet (3') outside the foundation of the house, garage, and drive.

11. Billboards Prohibited. The construction or maintenance of billboards or advertising boards or structures or signs exceeding five (5) square feet in size on any lots is specifically prohibited except that billboards, advertising board, structures or signs used by the Alloter, or its agent, advertising the sale or rental of such property during the construction and sales period are permitted as well as signs approved by the Architectural Committee displaying the name of a residential complex, commercial establishments, parking instructions or regulations relating to the use of recreation facilities.

12. Oil and Mineral Operations. No oil drilling, oil development operating oil refining, quarrying or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

13. Cesspool. No leaching cesspool shall ever be constructed for use on any lot.

14. Existing Structure. No existing, prefabricated, erected building or structure of any sort may be moved onto or placed on any of the above-described lots.

15. Temporary Structures. 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, temporary or permanently, nor shall any structure of a temporary character be used for human habitation.

16. Easements for Public Utilities. Easements for the installation, maintenance, repair and replacement of utility services, sewer and drainage have heretofore been donated and dedicated, said easements being of various widths, reference being hereby made to the plat filed herewith for a more specific description of width and location thereof. In the event any trees, shrubbery, incinerators, structures, buildings, fences, 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 easement.

17. 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 lot line than the building setback line applicable and in effect as to each lot; provided, however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards. All fences shall be of wood, stone, brick or other native material construction and their design shall be approved by the Architectural Committee. In no event shall a fence exceed four (4) feet in height, absent a waiver from the Architectural Committee. This paragraph shall not apply to lots having back lines abutting the perimeter of the above described property.

18. Vehicles. No automobile, truck, bus, van, recreational vehicle, trailer, boat, tent or temporary structure of any nature whatsoever, shall ever be parked, located or otherwise maintained on any lot unless the Architectural Committee has approved said parking, location or maintenance together with any restrictions the Architectural Committee deems appropriate, provided that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles, boats and boat trailers, or trucks one-half ton or smaller in size on any portion of the garage driveway.

19. Sight Line Restriction. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations of more than thirty (30) inches above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points fifty (50) feet from the intersection of the street line, or in the case of a rounded property corner, within the triangle formed by tangents to the curve at its beginning and end, and a line connecting them at points fifty (50) feet from their intersection. The foliage line of any tree located within such distances of such intersections must be maintained at a height of not less than eight (8) feet from the adjacent roadway to prevent obstruction of such sight lines.

20. Property Lines and Boundaries. Iron pins have been set on all lot corners and points of survey and all lot dimensions shown on curves and 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 attached plat and the actual dimensions or distances as disclosed by the established pins, the pins as set shall control.

21. Right to Enforce. The restrictions herein set forth shall run with the land and shall bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of the lots hereby restricted, and with its successors and assigns, and with each of them to conform to and observe said restrictions, as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his or their seizing of title to said land, and Northwood Corporation, an Arkansas corporation, its successors and assigns, and also the owner or owners of any of the lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages and failure of Northwood Corporation, an Arkansas

corporation, its successors or assigns, or any owner or owners of any lot or lots in this subdivision to enforce any of the restrictions herein set forth at the time of its violation shall, in no event to be deemed to be a waiver of the right to do so thereafter. Northwood Corporation, an Arkansas Corporation, may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign these rights or any one or more of them at any time or times in the same way or manner as though directly reserved by them or it in this instrument.

22. Modification of Restriction. Other than for amendments covered under paragraph four of this document, any and all of the covenants, provisions or restrictions set forth in this Bill of Assurance may be amended, modified, extended, changed or cancelled in whole or in part, by a written instrument signed and acknowledged by the owner or owners of more than eighty percent (80%) in area of the land in this subdivision, and the provisions of such instrument so executed shall be approved by the Fayetteville Planning Commission and the City of Fayetteville Board of Directors and shall be binding from and after the date it is duly filed for record in Washington County, Arkansas. These covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land and shall remain in full force and effect as hereinabove and upon the expiration thereof on October 1, 2003, shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or cancelled as herein provided.

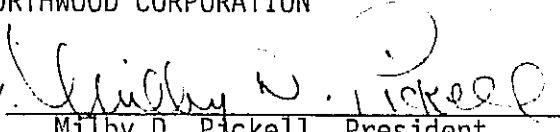
23. Common Use Areas. In the plat of Huntingdon Subdivision, the Allotter has designated certain areas of land as Common Private Areas and Utility Easement intended as recreation areas and for related activities for the property owners in said Subdivision and as set forth in the Huntingdon Homeowners Association Declaration, dated December 19, 1978, which said Homeowners Association Declaration is hereby incorporated into and made a part of this Bill of Assurance.

24. Separability. Invalidation of any restriction set forth herein or any part thereof by an order, judgment or decree of any Court, or otherwise, shall not invalidate, or affect any of the other restrictions or any part thereof as set forth herein, but they shall remain in full force and effect.

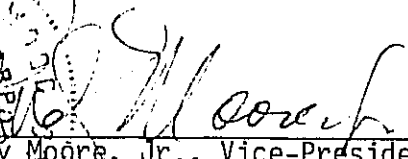
WITNESS our hands and seals this 19th day of December, 1978.

NORTHWOOD CORPORATION

BY


Milby D. Pickell, President




Rudy Moore, Jr., Vice-President
and Secretary-Treasurer

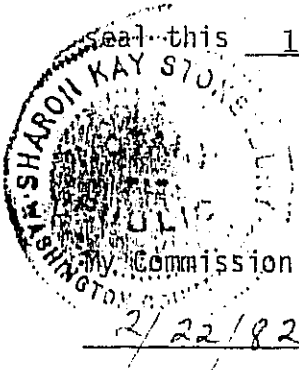
A C K N O W L E D G M E N T

STATE OF ARKANSAS)
)ss
COUNTY OF WASHINGTON)

On this 19th day of December, 1978, before me a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Milby D. Pickell and Rudy Moore, Jr., to me personally well known, who stated that they were the President and Vice-President and Secretary-Treasurer of Northwood Corporation, respectively, authorized in their respective capacities to execute the foregoing Bill of Assurance for and in the name and behalf of said Corporation, and further stated and acknowledged that they had so signed, executed and delivered said Bill of Assurance for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official

Seal this 19th day of December, 1978.



Sharon Kay Stoen
NOTARY PUBLIC

CERTIFICATE OF RECORD

STATE OF ARKANSAS)
Washington County) ss.

I, Alma L. Kallmeyer, Circuit Clerk and Ex-Officio Recorder for Washington County, do hereby certify that the annexed or foregoing instrument was filed for record in my office on the 2 day of Mar. 1979 at 1:10 o'clock P.M., and the same is duly recorded in Book 986 at page 188.
Witness my hand and seal 2 day of Mar. 1979

Alma Kallmeyer
Circuit Clerk and
Ex-Officio Recorder
By Belle L. Doolittle
Deputy Clerk

REC-986 188