

THIS INSTRUMENT PREPARED BY:

Robert D. Stroud
Attorney at Law
P. O. Box 2135
Batesville, Arkansas 72503
(870) 793-8350

2003 4173
Recorded in the Above
Deed Book & Page
09-10-2003 01:16:42 PM
Claudia Nobles Circuit Clerk
Independence County, AR

**DEED OF DEDICATION AND BILL OF ASSURANCE
OF
COLLIETOWN ADDITION TO INDEPENDENCE COUNTY, ARKANSAS**

KNOW ALL BY THESE PRESENTS:

WHEREAS, Collietown Land Company, L.L.C., herein called "Owner",
has caused certain lands owned by it to be platted into an addition known as Collietown
Addition to Independence County, Arkansas, and the plat thereof appears of record in
the office of the Circuit Clerk and Ex-Officio Recorder of Independence County,
Arkansas, in Deed Book 2003, Page 3982; and

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

NOW, THEREFORE, Owner hereby adopts the covenants stated herein
and agrees that the stated covenants shall apply to all property now platted as
Collietown Addition to Independence County, Arkansas, as covenants running with the
land, said land being more particularly described as follows, to-wit:

All that part of Section 15, and all that part of Section 16,
Township 14 North, Range 8 West, lying west of the
railroad right-of-way, North of Lafferty Creek and East of
White River in Independence County, Arkansas, containing
63 acres, more or less.

1. **SCOPE OF APPLICATION.** These covenants shall apply in their
entirety to the area known and described as Collietown Addition to Independence
County, Arkansas, as shown on the recorded plat thereof.

2. **LAND USE AND BUILDING TYPES.** No lot in the addition shall be used for any purpose other than single family residential housing, and no more than one single family residence shall be erected or placed on each lot. No lot may be split for the purpose of erecting or placing more than one single family residence thereon. No business or commercial use shall be carried on or permitted in any structure or in any portion of this addition in keeping with the general plan to develop this property exclusively for residential occupancy.

3. **DWELLING SIZE AND QUALITY.** Size, design, location and site development of dwellings and permitted accessory buildings in the addition shall be subject to the prior approval of the Owner. The Owner shall approve no plans which provide for residences on lots in this addition having less than 1650 square feet of heated and liveable floor space.

All dwellings placed upon the premises shall be constructed in a good and workmanlike manner. No manufactured homes shall be permitted within the addition.

All residences within the addition shall be of new construction unless written permission from the Owner is obtained prior to the erection or placement of the residence within the addition.

No building shall be located on any lot nearer to the front line than 25 feet, and no building shall be located less than 15 feet from any back lot or side lot line. On corner lots, only one 25-foot set back must be observed.

4. GENERAL RESTRICTIONS.

A. No noxious or offensive activity and no commercial activities of any kind shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood;

B. No signs, billboards, posters or advertising devices shall be permitted upon any of the lots in this addition except that the owner of each lot may place house numbers and the owner's name upon his or her mailbox or dwelling, and owners may place a sign not more than four square feet in size advertising the property for sale should it be offered for sale by the owners.

C. All lots will be kept neat, clean, and free of unsightly trash and weeds.

D. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes, and further provided that dogs or pets that tend to bite or be vicious, menacing or dangerous to persons will not be permitted, nor will dogs or other pets that bark or make disturbing sounds at night be permitted to remain in the subdivision in order that the peace of the

neighborhood shall be preserved. No more than three dogs, cats or other pets may be kept.

E. No privy or cesspool shall be installed or maintained on any lot in the addition. Only septic tank fields approved by the Arkansas Department of Health shall be permitted unless and until such time as the area may be served by a sanitary sewer system.

F. No accessory out buildings shall be permitted in the subdivision except those that are compatible in design, style, construction and appearance with the principal residence. Prebuilt or prefabricated metal buildings are specifically prohibited for use as accessory out buildings in the subdivision, unless approved in advance by the Owner.

G. No tractor trailer rigs or semi-trailers may be parked on the streets in the subdivision.

H. Travel trailers, camper trailers, motor homes, buses, trucks larger than one and one-half tons, and similar vehicles shall not be stored or parked in front or side yards on a permanent basis. For purpose of this provision, permanent means any use which extends for a continuous period in excess of two (2) weeks or an aggregate per year of four (4) weeks.

5. **DEDICATION OF STREETS AND EASEMENTS**. The Owner does hereby dedicate to public use forever all streets of the width, length and location set out in the plat referred to above. Persons, firms or corporations engaged in supplying electric power, gas, telephone, water and sewer shall have the right to use and occupy said easements of way and streets for the installation, maintenance, repair and replacement of such utility services. Other easements for the installation, maintenance, repair and replacement of utility services and drainage have been reserved, said easements being of various widths, reference being made to the recorded plat for more specific description of width and location. The agents, servants and employees of any parties giving any utility services shall have the right of ingress to and from and in, over and across said easement and no improvements, trees, incinerators, fences or other hindrances shall be placed upon such easement area that will interfere with the operation and maintenance of such utility services. In the event such improvements, trees, fences, or other hindrances are grown, built or maintained within the areas of such easements, no utility shall be liable for the destruction or repair of same. There shall be no amendment of the Bill of Assurance or plat affecting streets or utility easements either by termination or amendment unless such change has been agreed to by each utility having facilities situated in this addition.

6. **PERSONS BOUND BY THESE COVENANTS**. All persons or corporations who now own or shall hereafter acquire any of the lots in this addition

shall be deemed to have agreed and covenanted with the owners of all other lots in this addition and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of fifteen (15) years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of ten (10) years unless prior to the end of the original term or any successive term the application hereof the then owners of more than fifty percent (50%) of the lots in the addition agree to the amendment of these covenants in whole or in part. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Recorder of Independence County, Arkansas, duly executed and acknowledged by the owners of more than fifty percent (50%) of the lots in the addition.

7. **RIGHT TO ENFORCE**. The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition and bind the present owners, their heirs, successors and assigns, future owners and their heirs, successors and assigns; that all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, and with Owner as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons or corporation except with respect to breaches committed during its, his or their holding of title to lots in the addition. Any owner or owners of lots in this addition shall have the right to sue

for and obtain in a court of equity an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

8. DESCRIPTION OF LOTS FOR PURPOSE OF CONVEYANCE.

From and after the filing of this Deed of Dedication and Bill of Assurance and the plat of Collietown Addition, it shall be sufficient description of any lot in said subdivision to be described by the number or numbers, letter or letters, shown on the plat of Collietown Addition to Independence County, Arkansas.

IN WITNESS WHEREOF, the Owner hereunto set its hand and seal this
____ day of September, 2003.

COLLIETOWN LAND COMPANY, L.L.C.

By: 
Carl Cooper, Member

By: 
Joe Baker, Member

2003 4180
Recorded in the Above
Deed Book & Page
09-10-2003 01:16:42 PM
Claudia Nobles Circuit Clerk
Independence County, AR

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
County of Independence)

On this day, before me, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named **CARL COOPER** and **JOE BAKER**, to me personally well known, who stated that they were members of **COLLIETOWN LAND COMPANY, L.L.C.**, a limited liability company, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said **COLLIETOWN LAND COMPANY, L.L.C.**, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 10th day of September, 2003.

Ashley Moser
Notary Public

My Commission Expires:

4-1-12



Independence County, AR
I certify this instrument was filed on
09-10-2003 01:16:42 PM
and recorded in Deed Book
2003 at pages 4173 - 4180
Claudia Nobles Circuit Clerk

Claudia Nobles