

TOWER PARK ESTATES, PHASE TWOBILL OF ASSURANCE

WHEREAS, BOBBY D. HAUN, SR. and F. JO ANN HAUN, his wife, are the owners of the following described land lying in the Western District of Craighead County, Arkansas to-wit:

Platted as lots 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 53, 54, 61, 62, and 63 of TOWER PARK ESTATES, PHASE TWO, Jonesboro, Arkansas, as shown by recorded plat in plat cabinet B at page 111, the same being a part of the Southwest Quarter of the Southeast Quarter of Section Twenty-Six (Sec. 26), Township Fourteen North (Twp. 14N), Range Three East (Rge 3E).

The owners deem it desirable that the above described property be now subdivided into building lots and streets as shown on the attached plat, 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, BOBBY D. HAUN, SR. and F. JO ANN HAUN, his wife, hereinafter called Grantors, for and in consideration of the benefits to accrue to them, which are hereby acknowledged to be of value, have caused to be made and filed a plat, showing the survey made by Dan Mulhollen, Registered Engineer, and signed by him, and by the Grantors, showing the bounds and dimensions of the property being subdivided into lots and description by lots and streets; and said Grantors hereby donate and dedicate to the public forever an easement of way on or over said streets as shown

by said plat to be used as public streets. In addition to the streets, there are shown on said plat, certain easements for utilities or drainage, which shall be forever held for the purpose of affording access for maintenance of such drainage structures as may be necessary, and for access by public utilities to the lots in this subdivision in order to service them, and said easements shall not be occupied by buildings.

The filing for record of this Bill of Assurance and plat in the office of the Circuit Clerk and Ex-Officio Recorder of Craighead County, Arkansas, at Jonesboro, Arkansas, 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 forever be known as TOWER PARK ESTATES, PHASE TWO, and any and every deed of conveyance for any lot in said subdivision describing the same as identified on the plat shall always be deemed a sufficient description thereof. The owner of the separate lots in the subdivision shall own to the center line of all streets upon which said lots touch, subject to the public easement.

All lots in said addition and any interest therein shall be held, owned, and conveyed, subject to and in conformity with the following covenants, which said covenants shall be in full force and effect until October 22, 2041, subject to amendment or cancellation as hereinafter provided, to wit;

1. LAND USE AND BUILDING TYPE: Said lots shall be

held, owned, and used only as residential building sites. No structures shall be erected, altered, placed, or permitted to remain on any building site, other than one detached single-family dwelling not to exceed three (3) stories in height, not including basement, together with one attached or detached private garage, and other out-buildings incidental and related to residential use on the premises. All out-buildings must be constructed to conform with the architectural style of the house. No building or structure shall ever be used as a business office or for any commercial purpose whatsoever. No multi-family residence or apartments, including but not restricted to duplexes, shall be permitted on any residential lots, lot, or part thereof. No residence originally constructed in accordance with the foregoing restrictions shall be converted to more than a single family residence. A guest house or maid quarters may be permitted if approved by the Grantors or Architectural Control Committee.

2. SUBDIVISION OF LOTS: The replatting or subdividing of any lot, or conveyance of any lot or portion thereof shown on the recorded plat, and herein designated for use with one detached single family dwelling, into more than one lot, shall be prohibited. The replatting and combining of two or more adjacent and contiguous lots, or portions thereof, shown on the recorded plat, to form one or more larger lots, each for the location of one single family residence, to otherwise meet all minimum requirements as stated herein, must have

written approval of the Grantors, their heirs and assigns, for the duration of this Bill of Assurance.

3. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any property in this Subdivision until the building plans, specifications, exterior color scheme, and plot plan showing the location of such building with respect to existing topography and finished ground elevations have been approved in writing by the Grantors, their successors or assigns, provided that the Grantors shall have the right of an instrument in writing to create an Architectural Control Committee to be composed of not less than three property owners in this Subdivision, and to transfer to said Committee the full authority herein reserved to Grantors. In the event the Grantors or any Architectural Control Committee hereinafter established fails to approve or disapprove any plans, specifications, exterior color schemes, or plot plans submitted to it as herein required, within thirty (30) days after submission, this covenant shall be deemed to have been met fully. Nothing herein contained nor the required consent of Grantors or any Architectural Committee shall in any way be deemed to prevent any of the owners of property in this Subdivision from maintaining any legal action relating to improvements within this Subdivision which they would otherwise be entitled to maintain.

The Grantors or Architectural Control Committee shall have the power to grant reasonable waivers of any

restrictions provided by this Bill of Assurance, except the subdivision of lots.

There shall be no compensation to Grantors or any Architectural Committee, hereafter established, for the service to be performed pursuant to this covenant.

4. PROPERTY OWNERS ASSOCIATION: All lots in TOWER PARK ESTATES and the owners thereof, are members of the Tower Park Estates Property Owners Association. The Association shall have a board of directors appointed by the Grantors.

5. MINIMUM PRINCIPAL DWELLING SIZE: The floor area of the main structure shall be not less than 2300 square feet of floor space in the case of a one story structure, nor less than 2600 square feet in the case of a one and one-half, two, or two and one-half story structure. In all cases the minimum square foot floor area of ground floor area or total floor area referred to shall be exclusive of attics, eave overhang, attached porches, patios, carports or garages (whether or not attached), porte-cocheres, underground basements, storage rooms, or out-buildings. The intent of this paragraph is to keep TOWER PARK ESTATES one of the most desirable Subdivisions in Jonesboro, Ar. The Grantors have the authority to amend these requirements based on each separate presentation of an owners plans and specifications.

6. BUILDING LOCATION: No building shall be erected on said property nearer than 30 feet to the front line and 10 feet from the sideline. An accessory building may occupy six percent of the gross lot area, but must be built not less

than 10 feet from any lot line and except for attached garages, must be built to the rear of the principal building.

7. FENCES: No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon approval by the Grantors or the Architectural Control Committee. No fence, wall, or similar type structure shall be erected along the property lines or elsewhere without prior approval of design, construction, and materials by the Grantors or the Architectural Control Committee, given in writing. No chain link fences shall be placed upon the property.

8. EASEMENTS: Easements for installation and maintenance of utilities and drainage are reserved as shown on the plat referred to hereinbefore.

9. 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 curve distances, and all curve data as shown on the attached plat is lot boundary curve data. In the event of minor discrepancies between the dimensions or distances as shown on the plat and actual dimensions or distances as disclosed by the established pin, the pins as set shall control.

10. MAINTENANCE: Maintenance expense of the Tower Park Drive entrance shall be shared equally by all property owners and paid for by the Property Owners Association. Assessments for such maintenance expenses may be required from time to time by the Property Owners Association which shall assess

each lot equally for such expenses. The Board of Directors shall determine the fees necessary to maintain the entrance i.e., entrance walls, island, electricity, etc.

11. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn, or other out-building erected on a building site covered by these covenants shall be used at any time for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

12. SIGNS: No sign of any kind shall be displayed to public view on any building site except one sign shall be permitted of not more than five (5) square feet in area advertising the property during the construction or sales period.

13. 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. No skateboard ramps will be permitted in this subdivision. No other structures, ramps, antennas, etc..., that are deemed unsightly, or a nuisance by the Grantors or the Architectural Control Committee will be permitted. Grantors and the Architectural Control Committee reserve the right to notify property owners of any unsightly condition, property, annoyance, or nuisance in writing. Upon receipt of such written notice, said property owner shall have ten days to correct the problem.

14. ANTENNAS: No satellite antennas, and other large

antennas, will be permitted unless first approved by the Grantor or the Architectural Control Committee. They must be placed to the rear of the home, and in addition, they must be hidden by fencing or landscaping, to the satisfaction of the Grantors or the Architectural Control Committee, so as not to detract from a street view or side lot view.

15. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised or kept on any building site, except that dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for any commercial purpose.

16. MOBILE HOMES, CAMPERS, AND BOATS: No mobile home, camper, or self-propelled mobile home and/or camper, and no boat or other watercraft shall be parked on any of said residential lots herein described for a period greater than one (1) week unless same shall be in a garage or carport or located to the rear of the house or lot.

17. OVERNIGHT PARKING: There will be no overnight parking on the streets.

18. ZONING ORDINANCE CONFLICTS: In the event that any of the provisions of this Bill of Assurance shall be different from the requirements of any zoning ordinance now in effect or hereafter enacted, then this Bill of Assurance shall be considered to be amended to conform to the requirements of such zoning ordinance where said requirements shall impose a greater limitation than is herein contained. However, if the provisions of the Bill of Assurance shall

impose greater limitations than those contained in such zoning ordinance, then the provisions herein contained shall control.

19. SEPARABILITY: Invalidation of any restrictions set forth herein, or any part thereof, by order, judgement, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, in whole or in part, as set forth herein, said remaining restrictions to stay in full force and effect.

18. AMENDMENTS: 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 agreement signed and acknowledged by the owner or owners of two-thirds of the individual lots in this Subdivision, and the provisions of such instruments so executed shall be binding from and after the date it is duly filed for record in the Circuit Clerk's office in Jonesboro, Craighead County, Arkansas. These covenants, restrictions, and provisions as contained in this Bill of Assurance shall be deemed covenants running with the land and shall remain in full force and effect unless and until amended or cancelled as hereinabove authorized. We, Bobby D. Haun, Sr. and F. Jo Ann Haun, husband and wife, for the purposes and considerations hereinabove contained and expressed, do hereby join in this Bill of Assurance for the purpose of relinquishing any right or possibility of dower of homestead which I may or might possess.

Witness our hands and seals this May 6, 1994

Bobby D. Haun, Sr.
 BOBBY D. HAUN, SR.

F. JoAnn Haun
 F. JO ANN HAUN

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day personally appeared before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned, qualified, and acting, the within named BOBBY D. HAUN, SR. and F. JO ANN HAUN, his wife, to me well known as the Grantors in the foregoing Bill of Assurance, and stated that they had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this MAY 6, 1994.

DIANNE TREECE
 NOTARY PUBLIC - ARKANSAS
 CRAIGHEAD COUNTY
 My Commission Expires: *5/13/03*

Dianne Treece
 Notary Public

RECORDED
 PR
 BOOK 460 PAGE 108-117
 DATE 5/6/94 TIME 10:50 AM
 CRAIGHEAD COUNTY
 PAT FLEETWOOD, CLERK
 BY Cyril Ervin