

6.00

FILED FOR RECORD
At 3:20 O'clock P.M.

BILL OF ASSURANCE

SEP 26 1978

JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS: Ottis Watson is now the record owner of the property described as:

A Part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 19 North, Range 30 West, Benton County, Arkansas Described as follows: From the SE corner of said SE $\frac{1}{4}$, SE $\frac{1}{4}$; run N 89-40-59 W 740.60 feet to the point of beginning. Thence N 00-06-15 W 329.77 feet, thence S 89-43-12 E 10.00 feet, thence N 00-06-17 W 175.00 feet, thence S 89-43-12 E 308.82 feet, thence 157.93 feet along a curve to the left having a radius of 100.00 feet and a delta angle of 90-29-12, thence N 00-12-28 W 449.88 feet, thence 39.67 feet along a curve to the right having a radius of 75.00 feet and a delta angle of 30-18-10, thence N 30-05-45 E 46.06 feet, thence 39.27 feet along a curve to the left having a radius of 25.00 feet and a delta angle of 90-00-01, thence N 59-54-16 W 81.76 feet, thence N 32-39-50 E 75.08 feet, thence N 30-05-40 E 29.86 feet, thence 39.67 feet along a curve to the left having a radius of 75.00 feet and a delta angle of 30-18-10, thence S 83-28-26 E 156.32 feet, thence N 00-12-28 W 700.00 feet, thence N 89-54-16 W 1157.37 feet, thence S 00-06-17 E 1976.37 feet, thence S 89-40-59 E 575.37 feet to the point of beginning containing 42.88 acres more or less. Except Out Lot 1 on final plat West Ridge Subdivision Phase II.

WHEREAS, Ottis Watson and his wife, Helen Watson desire to develop a residential housing addition to the City of Rogers, Benton County, Arkansas, and have caused said tract to be surveyed and platted into lots; and

WHEREAS, It is in the interest of said owner of record of the property described above, as well as prospective purchasers of the lots that said tract be known as West Ridge Subdivision Phase II, an Addition to the City of Rogers, Benton County, Arkansas, and that use of the lots be restricted as hereinafter provided.

NOW, THEREFORE, in consideration of the premises, and for the purpose above mentioned, said Ottis Watson and his wife Helen Watson have caused said tract to be platted into numbered lots with the size, location, and boundaries of each lot shown on said plat, which has this date been filed for record, and every deed or conveyance of any lot in said tract described by number as shown on said plat shall be held and deemed a sufficient description for the conveyance thereof, subject to the reservations, covenants and restrictions hereinafter stated, which shall be for the use and benefit of, and binding upon, the present owner, his wife, their grantees, and all future owners of lots within the tract which shall be known as West Ridge Subdivision Phase II, an Addition to the City of Rogers, Benton County, Arkansas.

Ret - Jim Single
P.O. Box 33
Rogers, Ark

1. All streets shown on the plat of West Ridge Subdivision Phase II are hereby dedicated to the use of the public.

2. All oil, gas, and other mineral rights are excepted from this Bill of Assurance and are reserved by Ottis Watson, his successors and assigns.

3. Easements as shown on the plat of West Ridge Subdivision Phase II by dotted lines are reserved for construction, operation and maintenance of public utilities, employees to enjoy free, open, and unobstructed access through, over and along such easements to the end that their personnel, trucks and work equipment may at all times install, service, operate, and maintain all utility facilities within the boundaries of said easements.

4. No lot in West Ridge Subdivision Phase II Addition shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single or duplex family dwelling not to exceed two and one-half stories in height, and private garages for the occupants vehicles and other outbuildings incidental to residential use of the lot.

5. No commercial building of any kind or type shall be erected, nor shall any commercial activity be conducted on any lot.

6. No structure shall be permitted on any lot at a cost of less than \$20,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all structures shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1000 square feet of floor space for a one story structure, nor less than 1300 square feet for a structure of more than one story.

7. No buildings shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than seven and one-half (7-½) feet to an interior lot line, except that a garage or other permitted accessory building located forty feet or more from the minimum building set-back line may be located three feet from an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

8. No lot shall be re-subdivided for the purpose of creating buildings upon said subdivided lot, provided that parts of two or more lots may be used as a single building site, but provided further that no building site shall have a width of less than sixty-five (65) feet at the minimum building set-back line or an area of less than 7500 square feet. These are minimum requirements but may be increased as required by the City of Rogers.

9. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

10. No sign of any kind shall be displayed to the public view on any lot except one 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.

11. 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 that they are not kept, bred or maintained for any commercial purpose.

12. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot. within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply to each intersection on a street property line with the edge of a driveway or alley pavement, whether or not a corner lot is involved, except that the triangular area shall be formed by the street and driveway or alley lines and a line connecting them at points 10 feet from their intersection. No trees shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

13. No building shall be placed nor shall any material or refuse be placed or stored on any lot nearer than twenty (20) feet to the boundary line of any park or recreational area or to the edge of any open water course, except that clean fill may be placed nearer when a natural water course is not thereby altered or blocked.

14. 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.

15. All automobiles kept in said addition must at all times be licensed and in running order.

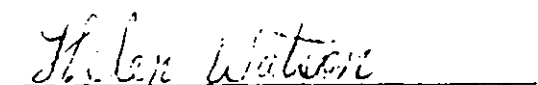
16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under then for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, violators being subject either to restraint or to an action for damages.

18. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8 day of September, 1978.


Ottis Watson


Helen Watson

ACKNOWLEDGMENT

BOOK 532 PAGE 794

STATE OF ARKANSAS:
COUNTY OF BENTON :

On this day personally appeared before me the under-
signed, a Notary Public in and for the County and State aforesaid,
duly qualified and acting, Ottis Watson and Helen Watson, to me
well known to be the persons who name appear in the foregoing
conveyance, and stated that they had executed the same for the
consideration, uses, and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me
in person Helen Watson, wife of the said Ottis Watson, to me
well known, and in the absence of her husband, declared that she
had of her own free will executed the foregoing conveyance for
the purpose of relinquishing her dower and homestead interest
therein express, for the purposes and consideration therein
contained and set forth, without compulsion or undo influence
of her husband.

In Witness Whereof, I have set my hand and set as such
Notary Public on this 6th day of September, 1978.

Don Gatto
Notary Public

My Commission Expires:

25 May 1981