

## BILL OF ASSURANCE

For all Lots in OSAGE RESERVATION, a Subdivision located in Part of the W $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 15, Township 19 North, Range 30 West in Benton County

WHEREAS, Wayland Keck and Veba Keck are now the record title owners of the following described real property situate in Benton County, Arkansas, to-wit:

Part of the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 15, Township 19 North of Range 30 West, described as beginning at the Northeast Corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 15, Township 19 North, Range 30 West, run thence South 1987.6 feet; thence West 1320 feet to the center line of a 50-foot County Road; thence North 1987.6 feet; thence East 1320 feet to the point of beginning, containing 60 acres, more or less.

WHEREAS, the owners of said real property desire to develop a rural residential housing addition in said OSAGE RESERVATION and has caused said tract to be surveyed and platted into lots and streets and easements; and,

WHEREAS, it is in the interest of the owners of said property described above, as well as the prospective purchasers of the lots of said OSAGE RESERVATION, that said tract be known as OSAGE RESERVATION, A Subdivision as above described, and that the use of said lots in said Addition be restricted as hereinafter provided.

NOW, THEREFORE, in consideration of the premises, and for the purposes above mentioned, the said Wayland Keck and Veba Keck 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 been filed for record, and every deed of 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 owners, their heirs and assigns, and upon all future owners of lots in said Subdivision.

1. All streets and easements shown on the plat of OSAGE RESERVATION are hereby dedicated to the use of the public.

2. No dwelling shall be permitted on any lot in said addition at a cost less than \$8,500.00 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 dwellings shall be of a quality of workmanship and materials substantially equal to or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum size dwelling. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, and not less than 900 square feet for a dwelling of more than one story.

3. No building shall be located on any lot in said Addition nearer to the front lot line or side lot line than 25 feet. No building shall be located nearer than 10 feet to an interior lot line.

4. No fence, hedgerow or similar obstruction which extends nearer to the front property line than the building setback line shall be erected or maintained on any corner lot.

5. No commercial poultry houses, brooder houses or hen houses of any kind shall be constructed or maintained on any lot.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot on a permanent basis, except a trailer house may be used as a residence on a temporary basis, not to exceed six months.

7. No noxious or offensive activities 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. These covenants are to run with the land, and shall be binding on all parties, and all persons claiming under them for a period of 25

Page 2--BILL OF ASSURANCE

years from the date this instrument is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in said addition has been recorded, agreeing to change said covenants in whole or in part.

9. Enforcement of these covenants 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.

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

IN WITNESS WHEREOF, Wayland Keck and Veba Keck hereunto set their hands and seals this 15<sup>th</sup> day of February, 1966.

FILED FOR RECORD  
At 3 O'Clock P. M.

Wayland Keck  
Wayland Keck

FEB 16 1966

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

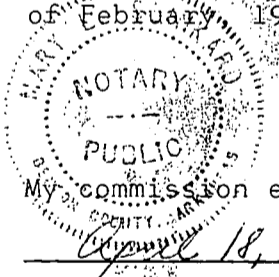
Veba Keck  
Veba Keck

ACKNOWLEDGMENT

STATE OF ARKANSAS }  
COUNTY OF BENTON } ss

On this day, before me personally appeared Wayland Keck and Veba Keck, to me well known as the persons whose names are subscribed hereto, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 15<sup>th</sup> day of February, 1966.



Mary L. Slinkard  
Notary Public

Wayland Keck - Rt. 2 - Rogers

150

A F F I D A V I T

BOOK 381 PAGE 40

STATE OF ARKANSAS )  
COUNTY OF BENTON ) SS:

We, the undersigned, after being duly sworn, do upon our oath state as follows:

1. On February 15, 1966, Affiants, Wayland Keck and Veba Keck, his wife, executed a Bill of Assurance for Osage Reservation, a subdivision, located in part of the West Half (W $\frac{1}{2}$ ) of the SW $\frac{1}{4}$  of Section 15, Township 19 North, Range 30 West in Benton County, Arkansas. Said Bill of Assurance was filed for record on February 16, 1966, and appears in Deed Record 378 at Page 585. At the time of execution of said Bill of Assurance, Affiants, Wayland Keck and Veba Keck were the sole and only owners of said subdivision.

2. Affiant, Charles L. Gocio, Jr., Attorney at Law, assisted Affiants, Wayland Keck and Veba Keck, in drafting said Bill of Assurance. The drafting and typing of same was done in the office of the said Charles L. Gocio, Jr.

3. Paragraph Three (3) of said Bill of Assurance provides as follows:

FILED FOR RECORD

At 10:45 O'clock A.M.

MAY 20 1966

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

"No building shall be located on any lot in said Addition nearer to the front lot line or side lot line than twenty-five (25) feet. No building shall be located nearer than ten (10) feet to an interior lot line."

A scrivener's error was committed in the drafting of said paragraph, which should have read as follows:

"No building shall be located on any lot in said Addition nearer to the front lot line or side street lot line than twenty-five (25) feet. No building shall be located nearer than ten (10) feet to an interior lot line."

The intention of said provision is to create a twenty-five (25) foot building setback line from the front lot line of each lot, as well as a twenty-five (25) foot building setback from any side lot line which borders on a street or public road. It also intends to create a building setback of ten (10) feet from any interior lot line.

4. The purpose and intent of this affidavit is to correct the discrepancy caused by the scrivener's error above mentioned. Further Affiants sayeth not.

*Wayland Keck*  
WAYLAND KECK

*Charles L. Gocio, Jr.*  
CHARLES L. GOCIO, JR.  
ATTORNEY AT LAW

*Veba Keck*  
VEBA KECK

The signatures of Wayland Keck and Veba Keck subscribed and sworn to before me on this 21<sup>st</sup> day of May, 1966.

My Commission Expires:  
May 17, Mar 30, 1969

*R. L. Vest*  
Notary Public

The signature of Charles L. Gocio, Jr., subscribed and sworn to before me on this 10<sup>th</sup> day of May, 1966.

My Commission Expires:  
April 18, 1967

*Mary L. Stinkard*  
Notary Public

LITTLE & ENFIELD  
ATTORNEYS AT LAW  
BENTONVILLE, ARK.

*Little + Enfield*