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BILL OF ASSURANCES AND PROTECTIVE COVENANTS  
for  
OAK CLIFF ESTATES, BENTON COUNTY, ARKANSAS

Whereas, McCoy Properties, L.C., herein called the "OWNER", is the owner of the land described in the attached exhibit "A". Exhibit "A" is attached and hereto incorporated herein by this reference.

Whereas, OWNER has caused the above described lands to be surveyed, staked, platted, and subdivided into lots, roads, common areas, and reserve property, and has designated the same as Oak Cliff Estates, a subdivision in Benton County, Arkansas.

Now, therefore, the OWNER, for the purpose of providing an orderly development of the above described real estate and in order to provide adequate restrictive covenants for the mutual benefit of himself and his heirs, successors, and assigns, does hereby impose the following restrictions and covenants and create the following easements which will be binding upon each owner of land thereof and their heirs, successors and assigns on the above described real estate. These restrictions and covenants will be filed with the office of the Circuit Clerk of Benton County, Arkansas. These restrictive covenants, are and each thereof is imposed upon the owner of each parcel of land of the above described property and are to be construed as restrictive covenants running with title to each parcel of land.

- 1. USE OF LOT: No lot shall be subdivided. All lots are for residential purposes only. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind, nor any so-called home occupations, nor any other profession or business shall be maintained, practiced or permitted on any building lot or in any detached single family dwelling or appurtenant structure erected on any lot, nor in any other out-building, even though it does not include the employment of any additional persons in the performance of such trade, business or profession. No activity which may be or becomes an annoyance or nuisance to the neighborhood shall be carried on upon any lot or in any dwelling unit or appurtenant structure or accessory structure erected therein.
- 2. ROADS, COMMON AREAS AND RESERVE PROPERTY: The roads and common areas are for the sole benefit of all property owners and their guests and are not intended for public use. The roads and common areas called Common Area "A" and Common Area "B" will be shown on the plat as easements to respective lots, and the reserve area, and the owners shall not block, build upon, or in any way obstruct these easements from the intended use. The reserve property is shown on the plat and is set aside for future development.
- 3. APARTMENTS: No garage or accessory structure may be converted into apartments or living quarters.
- 4. TYPE OF STRUCTURES: No previously constructed building, dwelling unit or

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accessory structure may be moved onto a lot. No dwelling unit, or any part thereof, nor any appurtenant structure to be used in conjunction with a dwelling unit may be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. No temporary house, dwelling, garage, out-building, trailer/mobile home, or other temporary structure shall be placed or erected upon any lot, provided however, temporary construction sheds or the like may be utilized for material or equipment storage during the period of construction of a dwelling unit. The owner of a lot of the above described land may occupy a self-contained recreational vehicle while their residence is being built, but this shall not exceed a total time of one year.

**5. SET-BACKS:**

(a) Front and side street building set-back line is 25' minimum.

(b) The side yard building set-back line is 10' from each side lot building line.

(c) Accessory structures shall be located in compliance with the side yard

requirements for each lot provided, however, no accessory structure shall be located on any platted or recorded easement, or over any known utility.

**6. TANKS:** All fuel oil tanks, LP gas tanks or other storage tanks or containers must be buried or hidden from view by privacy fencing, shrubbery or other environmentally compatible means.

**7. PETS and ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs or cats or other household pets may be kept provided, they are of a usual and ordinary number and they are not bred or maintained for any commercial purpose. No animal shall be allowed to run loose upon other than their owner's property.

**8. WILDLIFE:** No hunting, trapping or taking of wildlife, or discharging firearms shall be permitted on the above describe real estate or any parcel thereof.

**9. UTILITY AND CABLE LINES:** All electrical service, telephone lines and cable television service shall be placed under ground and no overhead exterior service to any dwelling unit shall be permitted, provided however, overhead electric lines may be permitted to serve lighting of the streets and the common area. Any part or all of this restriction may be waived by the OWNER.

**10. SIGNS, ETC.:** No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on any lot herein restricted, provided however, permission is hereby granted for the erection and maintenance of not more than one signboard on each parcel of land, which signboard shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot upon which it is erected.

**11. NUISANCE:** No lot or any of the common area shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or things that will cause such lot or common area to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot or common area that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quite, comfort, or serenity of the occupants of the surrounding property.

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12. **MINING or DRILLING:** No derrick or other structure designed for use on boring for oil or natural gas shall be erected, placed, or permitted upon any part of a lot, nor shall any oil, natural gas, petroleum, asphaltum or other hydrocarbon products or minerals of any kind be produced or extracted therefrom.
13. **CONSTRUCTION:** All dwelling units or structures upon any of the parcels subject to these restrictions must be approved by the Architectural Control Committee and constructed by a licensed contractor. No used building materials may be incorporated in any improvement.
14. **DRAINAGE:** Drainage ways shall conform to the requirements of all lawful public authorities. Under no circumstances shall any owner of any lot be permitted to deliberately alter the topographic conditions of said owners lot in any way that would permit additional quantities of water from any source, other than what nature originally intended, to flow from said owners' lot onto any adjoining lot or public right-of-way. Exception; The sub-division may find it necessary from time to time to alter the natural drainage of the roads so that the road system would not be damaged by excessive water.
15. **VEHICLES:** No inoperable, junk or dismantled vehicles, commercial vehicles, construction vehicles or like equipment or mobile homes or stationary trailer of any kind shall be permitted on any lot.
16. **RECREATIONAL VEHICLES and LARGE ANTENNAS:** Recreational vehicles, large satellite antennas and equipment, owned by lot owner, may be placed in the rear yard as long as same is screened by proper fencing or shrubs so as to reasonably screen the sight of said equipment.
17. **JOY RIDING:** Motor scooters, mini-trail bikes, go-carts, three or four wheel all terrain vehicles or similar vehicles shall be operated for transportation only and no joy riding on the roads or parcel premises or common area shall be allowed.
18. **FENCING/SCREENING:** No fencing or screening shall be allowed in the front yards (road side) on any parcel except that decorative wood or stone fencing of a maximum of three (3) feet may be constructed. Rear fences must be of decorative wood, wrought iron or chain link that will not inhibit the lakeview of other residences. Other forms of wire fencing are specifically prohibited. Dog pens properly screened by walls, fences or shrubs may be constructed and maintained in the rear yard portion of any lot.
19. **PARKING:** Parking on the common roads is prohibited.
20. **ARCHITECTURAL CONTROL:** In order to protect existing and future property owners, these covenants shall and do hereby provide that no dwelling unit or other improvements, including fences, outbuildings, driveways and plantings shall be erected, placed or altered on any lot in said addition until the building or other improvement plans, specifications, and plot plan showing the location of such improvements on the particular lot have been submitted to and approved in writing by the Architectural committee. Harmony of external design, including the height of said improvements, with existing structures and consideration of lake view, and location of improvements with respect of topography, grade and finished ground elevation by the Architectural committee is hereinafter provided.

(a) Only one (1) single family residence shall be erected or placed on any lot of the above described real estate, no manufactured or modular home shall be allowed on any

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lot. Each dwelling shall have a minimum of 1,500 square feet of heated living space if a one (1) story structure and a minimum of 1800 square feet of heated living space if a multiple floor structure, provided that the main floor has at least 1,200 square feet of heated living space. Each dwelling shall have a private attached garage. Concurrently or after the main house is completed, one guest house with a minimum of 900 square feet of heated living space will be permitted and shall be of compatible design and color as the main house.

(b) All structures must be finished in natural wood, stone or brick in earthtone colors and generally compatible with the surroundings.

(c) All land clearing operations shall be conducted in a manner which will effectively preserve the natural environmental features relative to trees and landscape surfaces, no clear cutting of any lot will be allowed.

(d) All water and septic systems must be approved by the State Health Department or such other state or county agency as is given jurisdiction of such matters.

(e) The exterior of any residence which shall be erected upon any parcel shall be completely finished within one (1) year from start of construction. The Architectural Control Committee, its successors or assigns, shall not be liable in damage to anyone so submitting plans for approval, or to any other owner or owners of lots covered by this instrument by reason of mistaken judgment, negligence or non-feasance of themselves arising out of or in connection with the approval or disapproval, or failure to approve any such plans. In the event the Architectural Control Committee fails to approve or disapprove such design, height and location within thirty (30) days after said plans and specifications have been submitted, this covenant will be deemed to have been fully complied with. If construction or alteration of original improvements are begun in violation of the terms and conditions of this paragraph or without the written approval required, and no suit to enjoin the erection, establishment or alteration of such improvements has commenced prior to the completion thereof, this covenant will deem to have been fully complied with.

The Architectural Committee is composed of the following persons to-wit:

Billy Joe McCoy  
Lavernia J. McCoy  
Designee

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, a majority of the remaining members have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant.

21. HOMEOWNERS ASSOCIATION: For the purpose of maintaining the roads and Common Areas "A" and Common Area "B" of every kind and nature required or desired within the area, for the general use and benefit of all the building lot owners whose building lots are subject to these covenants, each and every lot owner, in accepting a deed or contract for any lot, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rule of Oak Cliff Estate Homeowners Association. The Homeowners Association shall be formed on or before \_\_\_\_\_

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percent of the lots of Oak Cliff Estates are sold. Prior to the formation of said association the common areas will be owned and maintained and be of full responsibility of McCoy Properties, L.C.

**Membership:** An owner of a lot shall automatically become a member of Oak Cliff Estates Homeowners Association and shall remain a member of the association until such time as his ownership ceases for any reason, at which time his membership in the association will automatically cease. Ownership of a lot shall be the sole qualification and criteria for membership. The owner of each lot shall have one (1) vote. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one lot.

**Assessments:** The purpose of the assessments levied by the association shall be used exclusively to promote the health, safety and general welfare of the residents of Oak Cliff Estates and for the maintenance of the roads and Common Areas "A" and "B" within the development.

**Nonpayment of Assessments:** Any assessment not paid within thirty (30) days after the due date shall, at the election of the Association, pay a "late charge" in a sum to be determined by the Association. The Association may bring, without electing a remedy, any and all actions and seek any and all relief against the owner personally obligated to pay the same, and/or to foreclose lien against the lot in a like manner as a mortgage of real property. No owner may waive or otherwise escape liability for the assessments provided for hereby by non-use of the roadways or Reserve "A" and "B" or abandonment of his lot. In any action taken against an owner to collect delinquent assessments, the Owner shall be obligated to pay all costs and all attorneys' fees incurred by the Association.

**22. COMMUNITY BOAT DOCK:**

All property owners of Oak Cliff Estates shall have access to the lake and one community boat dock area via Common Area "A". There shall be space for at least one (1) community boat dock consisting of four (4) to sixteen (16) slips subject to the control of the Corp of Engineers. If lot five (5), six (6), or seven (7) should choose to construct a private boat dock, the private dock shall be located in a manner that will provide ample space for the community dock and not infringe on the space needed to accommodate the maximum number of community dock slips. The OWNER shall be reimbursed, for the cost of construction of the community dock, by each lot owner. The community boat dock will be equally owned by each lot owner and the sale or transfer of a lot includes the sale and transfer of that share of the common dock. Individual boat slips will be purchased by Oak Cliff Estates property owners only, subject to the control of the Corp of Engineers. The cost of repairs, maintenance and utilities to the common boat dock shall be shared equally by the members of Oak Cliff Homeowners Association, except if an individual or party causes damage to the dock, they shall be responsible to repair such damage.

(b) Each property owner is entitled to only the number of boat slips necessary to accommodate his boats and no person other than the owner shall be permitted to moor a boat at this dock. The community dock is private property and is for the use of the property owners and their house guests only. The sale or transfer of a lot includes the sale and transfer of that share of the common dock.

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Exhibit A

A part of the SE 1/4 of the NE 1/4 of Section 23, T-20-N, R-28-W, Benton County, AR, and more particularly described as beginning at the NE Corner of said 40 acre tract; thence S-2°-14'-03"-W, 330.18 feet to the boundary line of Beaver Reservoir; thence along said boundary, S-2°-14'-03"-W, 660.37 feet; thence N-88°-37'-18"-W, 337.19 feet; thence S-2°-14'-08"-W, 165.09 feet; thence leaving said boundary, N-88°-37'-14"-W, 1012.65 feet to the West line of 40 acre tract; thence N-2°-14'-03"-E, 1156.75 feet to the NW Corner thereof; thence S-88°-37'-14"-E, 1348.75 feet to the point of beginning, and containing 33.55 acres more or less.

and

A part of the W½ of the NE¼ of Section 23, T-20-N, R-28-W and being more particularly described as beginning at the SE corner of the NW¼ of the NE¼ of said Section 23; Thence S-2°-14'-03"-W, 40.0 feet; thence N-88°-37'-14"-W, 500.5 feet to the East Right-of-way of Slate Gap Road; thence N-34°-57'-53"-E, along said Right-of-way, 203.5 feet; thence N-30°-48'-20"-E, along said Right-of-way, 66.5 feet; thence S-88°-37'-14"-E, 358.65 feet to the East line 80 acre tract; thence S-2°-14'-03"-E, 187.5 feet to the point of beginning and containing 2.22 acres more or less and subject to a Power Line Easement along the West side thereof.

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**DEFINITION OF TERMS:**

1. "Parcel" or "Lot" shall mean any one subdivision upon which a dwelling unit, with appurtenances, may be erected in conformance with these covenants.
2. "Detached single dwelling unit", or dwelling unit, shall mean and includes one integral unit with appurtenant structures, designed and constructed for use as a residence for one (1) family.
3. "Accessory structure" shall mean any enclosed structure not directly attached to a dwelling unit to which it is appurtenant.
4. "Improvements" shall mean and include a new dwelling unit as herein defined, accessory structure, fences, walls, hedges, and other usual appurtenances now common in dwelling usage.
5. "Front and side street building set-back line or lines" shall mean the minimum distance which a dwelling unit must be set back from the front and/or side road or lines respectfully.
6. "Side lot building line" shall mean the boundary or property line dividing two adjoining lots.
7. "Side lot building set-back line" shall mean the minimum distance which a dwelling unit must be set back from the side building lot line.
8. "Main floor" shall mean the floor that is the first level of the residence which is not the basement. The basement shall not be considered the main floor.
9. "Common Area" shall mean and include all of Common Areas "A" and "B" and the roads called Acorn Lane and Acorn Court located in Oak Cliff Estates.
10. "Reserve Property" shall be the property that is shown on the plat and is set aside for future development.
11. "Homeowners Association" shall refer to Oak Cliff Homeowners Association and the by-laws thereof and all rules and regulations promulgated pursuant to said Articles and By-laws.

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BENTON COUNTY, ARK.

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Brenda DeShields, Circuit Clerk  
Benton County, AR

**AMENDED AND RESTATED  
BILL OF ASSURANCES AND PROTECTIVE COVENANTS  
for  
OAK CLIFF ESTATES, BENTON COUNTY, ARKANSAS**

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, the undersigned are owners of One Hundred Per cent (100%) of certain lands within Benton County, Arkansas, known as Oak Cliff Estates and more particularly described on the attached "Exhibit A" which is incorporated herein by reference as if set forth word for word; and,

WHEREAS, there are presently upon the property that certain Bill of Assurances and Protective Covenants recorded as instrument number 95-065409, et seq.; and,

WHEREAS, it is the desire of the owners of the lands within Oak Cliff Estates to restate and amend said Bill of Assurances and Protective Covenants into a current document and to limit the use of the subject property to the highest of residential uses, to restrict its uses as such, provide for formation and function of the Oak Cliff Estates Property Owners' Association, (hereafter "OCEPOA") and other purposes; and,

NOW THEREFORE, the undersigned hereby adopt the Amended and Restated Bill of Assurances and Protective Covenants stated herein and agree that the same shall apply to all of the property above described as covenants running with the land:

**1. USE OF LOT:**

A. No lot shall be used except for residential purposes, except those tracts of land specifically designated as "common areas". No platted lot may be split or subdivided. The practice of any profession or the carrying on of any business or commercial activity is prohibited within the property regardless of whether or not such activity generates traffic or requires employees other than the occupants of any dwelling located upon the property. The OCEPOA reserves the right to review and revise this policy annually. Any changes thereto shall be provided to the members of the OCEPOA in writing by the OCEPOA board. No activity that may be or becomes an annoyance or nuisance to the neighborhood shall be carried on upon any lot or in any dwelling unit or appurtenant structure or accessory structure erected therein. The total heated living space of the main structure, exclusive of one-story porches, carports, and garages on one level, shall not be less than 1500 sq. feet. Dwellings consisting of more than one floor shall be not less than 1,800 square feet of heated living space with a main floor of not less than 1,200 square feet of heated living space. No mobile, modular, or prefabricated homes or appurtenant structures of any kind shall be placed or constructed upon any property within the above-described land.

B. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling with attached garage subject to approval of the Architectural Control Committee and the OCEPOA. All buildings must be of a character and material complimentary to the principal residence of the property. Appurtenant structures shall be constructed within the front and side street setback line and shall not be constructed nearer to any street than the front wall of the house located upon said property.

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Total Fees: \$ 50.00

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