

228

136/228

BILL OF ASSURANCE AND PROTECTIVE COVENANTS
FOR
RED RIVER VALLEY ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, SEVEN SPRINGS, INC., an Arkansas Corporation, hereinafter called Grantor, is the owner of the following described land in Cleburne County, Arkansas, to-wit:

Beginning at a point which is 1301.00 feet South and 919.79 feet East of the Southwest Corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-eight (28), Township Ten (10) North, Range Nine (9) West; thence North 3493.31 feet to a point; thence East 128.81 feet to a point; thence N 27 deg. 20'36" E 215.3 feet to a point; thence N 05 deg. 09'00" E 91.2 feet to a point; thence S 69 deg. 57'08" E 151.6 feet to a point; thence N 65 deg. 50'22" E 68.54 feet to a point; thence N 42 deg. 00'00" E to the center of the Little Red River; thence South along the center of the Little Red River to the South line of the North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-three (33), Township Ten (10) North, Range Nine (9) West; thence West to the Point of Beginning, containing 60 acres, in Cleburne County, Arkansas.

Therefore, the said Grantor, for and in consideration of the benefits to accrue, which benefits are hereby acknowledged to be of value, have caused to be made a plat of said land showing the bounds and dimensions of the property now being subdivided into lots and its description by lot numbers. The Grantor hereby donates and dedicates to the public forever all roads shown on said plat to be public roads and to remain open as same.

The lands in said plat shall forever be known as RED RIVER VALLEY ESTATES, and every and any deed of conveyance for any lot in RED RIVER VALLEY ESTATES describing same by lot number or numbers as shown on the said plat shall always be deemed a good and sufficient description thereof.

The said land herein platted and subdivided and any interest therein shall be held, owned and conveyed subject to, and in conformity with, the following covenants which, subject to being amended as hereinafter provided, shall remain in full force and effect, to-wit:

1. No lot shall be used for other than residential purposes.
2. No lot shall be re-subdivided.
3. The building setback lines shown on the plat of said subdivision shall be observed and enforced and no building may be erected in whole or part upon any plot between the setback line and the lot line.
4. An easement 5 feet each side of each lot side line and 10 feet from each lot front line is reserved for utility installation and maintenance and drainage. The lot front line is that line adjoining roadway. In addition, on those lots not adjoining Little Red River, an easement 5 feet each side of the lot rear line is reserved for utilities and drainage.
5. Mobile homes may be used for residential purposes, provided however, that any mobile home parked in this subdivision shall have a good, closed foundation and shall have sanitation facilities to comply with or exceed minimum Arkansas State Board of Health standards.
6. Travel trailers may be used for temporary or permanent residential purposes, provided, however, that any such trailer shall have sanitation facilities to comply with or exceed minimum Arkansas State Board of Health Standards.
7. All residential structures erected upon any lot shall be erected of good material and good construction. Outside walls shall be of wood, stone, brick, tile, concrete or aluminum material. Outside walls of wood or concrete shall be kept painted or stained. All such structures shall have sanitation facilities to comply with or exceed minimum Arkansas State Board of Health Standards.
8. No animals, livestock, or poultry of any kind shall be raised or kept on any lot, except household pets. No animals or any kind shall be maintained for any commercial purpose.
9. All lots shall be kept neat and of attractive appearance and trash may not be accumulated thereon. Each lot shall be mowed, or the grass and weeds otherwise removed therefrom, at least two times between the months of April and November of each year.
10. 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 part, by a written instrument executed and acknowledged by over 50% of the owners of lands in this subdivision, and the provisions of such instrument so executed shall be binding from the date it is duly filed for record in Cleburne County, Arkansas. These covenants, restrictions and provisions of this instrument shall be deemed running with the land, and shall remain in full force and effect unless and until otherwise amended or cancelled as authorized herein.

CONTINUED ON PAGE 229

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11. Invalidation of any one of these covenants, limitations, or restrictions shall in no way affect any other provision and such other provisions shall remain in full force and effect.

In order that the most lasting, protecting and strongest assurance to all things set forth herein may be had, the said Grantor has caused this instrument and the plat referred to herein to be recorded in the office of the Clerk and Ex-Officio Recorder of Cleburne County, Arkansas.

ATTEST:

/s/ Patsy Hamilton, Secretary

SEVEN SPRINGS, INC., A Corporation

By //s/ Roger V. Hamilton, President

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CLEBURNE

On this day, before me personally appeared Roger V. Hamilton and Patsy Hamilton to me personally well known, who acknowledged that they were the President and Secretary of SEVEN SPRINGS, INC., a corporation, and that they, as such officers, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

WITNESS my hand and official seal this 20th day of May, 1971.

/s/ Carl McSpadden

My Commission Expires:
November 4, 1972

This instrument was filed for record on the 6th day of July, 1971, at 2:00 P. M. and was duly recorded on the 6th day of July, 1971.

Orlan J. Faust

CLERK

QUITCLAIM DEED
UNMARRIED PERSON

KNOW ALL MEN BY THESE PRESENTS:

That I, Barbara J. Rosin for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) paid by Roy R. Rosin, Grantee, the receipt of which is hereby acknowledged, do hereby grant, sell and quitclaim unto the said Grantee, and unto his heirs and assigns forever, the following lands lying in the County of Cleburne and State of Arkansas, to-wit:

Lot 5, County Club Addition to Eden Isle Subdivision,
Cleburne County, Arkansas.

To have and to hold the same unto the said Grantee, and unto his heirs and assigns forever, with all appurtenances thereunto belonging.

/s/ Barbara J. Rosin

STATE OF ARKANSAS
COUNTY OF PULASKI

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting Barbara J. Rosin to me well known as the grantor in the foregoing Deed, and stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 9th day of June, 1971.

My Commission Expires:
May 24, 1975

/s/ Carolyn J. Cooper

This instrument was filed for record on the 6th day of July, 1971, at 4:00 P. M. and was duly recorded on the 6th day of July, 1971.

Orlan J. Faust

CLERK



**Amendment to
Bill of Assurance
And Protective Covenants
For
Red River Valley Estates**

Certificate of Record
State of Arkansas, County of Cleburne
KAREN GILES, CIRCUIT CLERK
Filed and Recorded in Cleburne County
Date 10/03/2016 02:59:54 PM
Fees \$115.00
Doc# 201605149
Karen Giles, Clerk

Debbie Smith p.c.

WHEREAS, the undersigned record real property owners of the Red River Valley Estates subdivision located in Cleburne County, Arkansas, have consented to modify the Bill of Assurance and Protective Covenants for Red River Valley Estates filed of record in the Cleburne County Records on July 6, 1971, at Book 136, Page 228.

WHEREAS, as set forth within paragraph ten (10) of the Bill of Assurance and Protective Covenants for Red River Valley Estates "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 part, by a written instrument executed and acknowledged by over 50% of the owners of lands in this subdivision, and the provisions of such instrument so executed shall be binding from the date it is duly filed for record in Cleburne County, Arkansas."

NOW THEREFORE, it is hereby declared that paragraph one (1) of the Bill of Assurance and Protective Covenants for Red River Valley Estates filed of record in the Cleburne County Records on July 6, 1971, at Book 136, Page 228, shall now read as follows:

1. Residential Lots shall be used for residential purposes only. Any rentals of less than one (1) month shall be considered commercial and prohibited.

IN WITNESS THEREOF, over fifty per cent (50%) of the owners of lands in Red River Valley Estates have duly executed and acknowledged their consent to modify the Bill of Assurance and Protective Covenants for Red River Valley Estates.

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INSTRUMENT PREPARED BY:
William Zac White, Atty
West Quinman Street
Heber Springs, Ar 72543

Bruce S. Howell
Owner of Lot 9

JoAnn R. Howell
Owner of Lot 9

VERIFICATION/ACKNOWLEDGEMENT

STATE OF Arkansas)
COUNTY OF Faulkner)ss

On the date set forth below the record owner(s) of property located within the Red River Valley Estates, _____, and _____, personally appeared and states upon oath or affirmation that she/he has read the foregoing Amendment to Bill of Assurance and Protective Covenants for Red River Valley Estates and that the statements contained herein were made under the penalty of perjury and are true and correct to the best of her knowledge and belief. Furthermore, the person herein named subscribed to the foregoing instrument or document and acknowledged that he/she executed the same for the purposes and consideration therein contained.

Bruce S. Howell
Owner of Lot 9

JoAnn R. Howell
Owner of Lot 9

Subscribed and sworn to before me this 3 day of Feb 2016.

Shawn Mix
Notary Public

My Commission Expires

