

BILL OF ASSURANCE

LOTS 1001 THROUGH 1053 OF

FIANNA HILLS X ADDITION TO THE CITY OF FORT SMITH,  
ARKANSAS

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KNOW ALL MEN BY THESE PRESENTS:

That the following Declarations as to limitations, restrictions, and uses to which property known as Fianna Hills X, Lots 1001 through 1053, an Addition to the City of Fort Smith, Arkansas, are to apply to those residential lots numbers 1001 through 1053 as set forth on the plat of the property to be filed contemporaneously with this Bill of Assurance.

That the undersigned, FIANNA HILLS DEVELOPMENT CORPORATION, an Arkansas corporation, is the owner and developer of the property situated in the Fort Smith District of Sebastian County, Arkansas, and described above, said property being known as Fianna Hills X, Lots 1001 through 1053, an Addition to the City of Fort Smith, Arkansas, and the said FIANNA HILLS DEVELOPMENT CORPORATION, as owner and developer, does hereby make the following declarations as to limitations, restrictions and uses to which said property may be put, hereby specifying that said declarations shall constitute a covenant running with the land for the period of time hereinafter set forth, as provided by law, and shall be binding upon all purchasers of Lots 1001 through 1053 in Fianna Hills X Addition to the City of Fort Smith, Arkansas, and upon such purchasers' heirs, personal representatives, successors and assigns, and all persons claiming under them; and that said declarations are for the benefit of and are limitations upon all future owners of said lots in said addition; that this Bill of Assurance has been designated as such in order to provide for an orderly development of said addition and for the purpose of keeping said addition desirable, uniform and suitable for architectural design and uses herein specified.

This Bill of Assurance shall be binding upon all parties and all persons claiming under them until July 1, 1999, at which time said covenants shall be automatically extended for an additional ten (10) years, unless by a vote of the majority of the then owners of Lots 1001 through 1053 in Fianna Hills X, included

in said addition, it is agreed to change said covenants in whole or in part.

If the parties hereto or their assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property situated in said addition, or the owner, FIANNA HILLS DEVELOPMENT CORPORATION, to prosecute any proceedings at law or in equity against the parties or person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations. Any right reserved hereunder to the owner may also be exercised by any other owner of the aforementioned lots situated in said addition, either singularly or collectively. Invalidation of any one of these covenants by a court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. The undersigned does hereby dedicate for public use all of the streets as shown on the plat filed concurrently herewith as part of Fianna Hills X Addition, and does hereby guarantee the title to all of the land covered by said streets. The owner further dedicates to the public, for public use forever, the easements and rights of way as shown and designated on plats of Fianna Hills X Addition for the several purposes of constructing, maintaining, operating, repairing, and replacing any and all public utilities including the storm and sanitary sewer, telephone lines, electric power lines, transformers, gas lines, water lines, and television cable lines, together with all fittings and equipment for each of such facilities and any other appurtenances thereto, with the right of ingress and egress upon said easements and rights of way for the uses and purposes aforesaid, together with similar rights on each and all of the streets shown on any such plat; provided, however, that the undersigned owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the public streets, alleys and easements shown on said plat, and/or sewer services to the area included in said plat and to any other areas. Said utility easements are for the use and benefit of the owner as well as the public utilities, their agents and employees. The rights and privilege and authority herein re-

served includes the right to cut down and keep trimmed all trees, hedges and shrubs that may, in the judgment of the undersigned, or of said public utilities, interfere with or endanger such utilities.

2. All supply of electric service shall be located underground and the easement ways reserved for general utility services, as shown on the plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement ways. Underground service cables to all houses which may be located on all those lots covered by these restrictions may run from the nearest service pedestal or transformer to the point of use as determined by the location and construction of such house as may be located upon said lot; provided, that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective and exclusive right of way easement on said lot, covering a five foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance of said house. The supplier of electric service, through its proper agents and employees, shall at all times have right to access to all such easement ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it. This right shall apply to all suppliers of public utilities and quasi-public utilities, as for example, television cables. The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or costs of relocation required by the violation of this covenant, shall be paid for by the owner of the lot. In connection with gas meters and gas lines to the structures to be built upon the lots covered by these restrictions, all yard lines will be plastic pipe of size and material approved by the Gas Company. An approved tracer wire will be installed in the trench with the plastic pipe and attached to the meter rise per the Gas Company's specifications. Meter set assemblies will be furnished the plumber to be installed in a casing approved by the Gas Company. The casing will have to be sealed with jute or similar materials and properly vented at one end, at least six inches above the ground. The yard line and inlet meter riser will be tested at not less than 90 PSIG air or nitrogen for 24 hours, approval and acceptance of same to be by

Gas Company personnel. Further, in connection with the gas line, the meter setting shall not be isolated from the front property line by a fence requiring entrance by a gate. Shrubbery will be limited so as not to interfere with the meter reading and normal maintenance of said meter.

3. In order to keep beautiful and pleasing the overall visual effect of the development, all plans and specifications must be submitted to an Architectural Coordination Committee for its approval prior to the start of construction. Said committee will consist of a representative of Fianna Hills Development Corporation and representatives of the individual lot owners in the Fianna Hills Addition, the latter group being duly elected by said lot owners throughout the Fianna Hills Addition, and the latter group consisting of a majority of said committee at any one time. Said committee will not have such wide discretion as to act arbitrarily or capriciously or unreasonably, but will be limited to the approval or disapproval of plans so long as said plans meet the requirements of this Bill of Assurance and are in architectural conformity with the existing construction. Said conformity shall include landscaping and other external appearances. The committee will adopt by-laws, explaining the mechanics of its operation and providing for a maximum time within which plans must be acted on, if not acted on in that time, the same will be considered as automatically approved. In order to preserve the natural beauty of the land, approval must be given by the committee before trees, five inches or more in diameter, and located outside the building line, are removed.

4. The lots in this addition shall be used for single family residences only and for no other purpose.

5. All single family residences must have either a private garage or a carport for not less than two cars. Construction of all carports must be in keeping with the design of the remainder of the dwelling. Any detached structure to be built on a lot, such as a covered entertainment area, shall conform to the basic styling of the dwelling thereon, and the plans for such structures must be submitted to the Architectural Coordination Committee for approval. Carports will not be permitted unless they are placed where they will not be between the residence and any street adjoining the property or unless they are in keeping with the architectural design of the residence and are approved by the Architectural Coordination Committee.

6. No outbuilding or tent or shack or garage or barn or any vehicle capable of use as living quarters, either permanently

E4 11



PROPOSED ADDITIONAL LANGUAGE TO PARAGRAPH NO. 11

#11\*  
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Such required maintenance shall relate to all houses or other structures of any kind on lots and shall include, but not be limited to, overall upkeep, painting when necessary, and repair to houses, appendages and other structures so that at all times the same are aesthetically pleasing.

or temporarily, may be erected on or moved onto any lot in the addition by the owner, except construction trailers during the period of construction. No structure of any temporary character shall be permitted on any lot. No residence previously used shall be moved onto any lot in this addition.

7. No building or part thereof, except open porches and terraces shall be constructed or maintained on any lot nearer to the front property line than the building lines shown on any plat recorded in connection with said addition.

8. All exposed foundations shall be of brick or stone. No concrete block foundation will be exposed unless approved by the Architectural Coordination Committee. All fences must be approved by the Architectural Coordination Committee. All fences must be of ornamental design. No fences consisting of wire or metal posts will be allowed. All swimming pools must be approved by the Architectural Coordination Committee.

9. No obnoxious or offensive trade or activity shall be carried on or upon any lot subject to these restrictions, nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood. No future mineral development of any kind shall be permitted affecting the service of the lots covered by these restrictions. 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 they are not kept, bred or maintained for any commercial purpose.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign, advertising the property for sale or rent, or signs used by a builder or agent to advertise the property during the construction and sale.

11. No lot will be used for the storage of materials for a period greater than thirty days prior to the start of construction and thereupon construction for single family dwellings shall be completed within twelve months. No lot, shall be used or maintained as a dumping ground, and no trash, garbage or other waste shall be kept except in sanitary containers. All lots shall be maintained in a neat and orderly condition at all time. \*

12. Any assent, expressed or implied, by any party hereto to any breach of any covenant herein contained, shall operate as such only in the specific instance and cannot be construed

as an assent or waiver of any such covenant or agreement generally or any subsequent breach thereof.

13. Notwithstanding anything contained herein to the contrary, this Bill of Assurance shall be applicable and pertain to and be for the benefit of owners of the land described herein, which consists of a description of 53 residential lots located within Fianna Hills X Addition to the City of Fort Smith, Arkansas, and for the benefit of the owner, FIANNA HILLS DEVELOPMENT CORPORATION. This Bill of Assurance shall not be applicable to any other land, except that additional land may become part of said addition, and these Restrictive Covenants may become applicable thereto, if the owners of said lands so elect and so adopt, in whole or in part, as a matter of record.

14. There shall be no automobile repairs or parking of dead or junk automobiles, trucks or motorcycles as same are customarily defined on either the front, side or rear of any residential site, nor shall there be any repair work permitted on said vehicles on any of the residential sites so that said vehicles under repair may be readily seen by occupants and owners of neighboring residences, except for those emergency repairs which would be only occasionally required as the result of unexpected malfunctions. It is the specific intention of this covenant to prohibit the practice of keeping and maintaining automobiles, trucks or motorcycles or any other vehicle which is constantly or periodically being repaired or modified and which is kept in plain view of other neighboring residences.

EXECUTED at Fort Smith, Arkansas, this \_\_\_\_ day of \_\_\_\_\_, 1979.

FIANNA HILLS DEVELOPMENT CORPORATION

By *[Signature]*  
vice President

ATTEST:

*[Signature]*  
Secretary

# FIANNA HILLS IX

AN ADDITION TO THE CITY OF  
FORT SMITH, SEBASTIAN COUNTY, ARKANSAS  
SCALE: 1" = 100'  
DATE: MAY, 1978

COOK ELEMENTARY  
SCHOOL

PLANNING COMMISSION APPROVAL:  
Chairman [Signature] Secretary Ralph B. Riley Date August 14, 1979

ALLOTTERS: FIANNA HILLS DEVELOPMENT CORPORATION  
By: Ronald H. Wiles (President)  
Attest: Ol. Natto (Secretary)

STATE OF ARKANSAS  
COUNTY OF SEBASTIAN  
Sworn and subscribed before me this day August 15, 1979  
Notary Public Marilyn Rogers  
My Commission Expires 8-15-82

FILED FOR RECORD This 15 day of Aug., 1978, at 3:25  
o'clock P.m. [Signature], Clerk and Ex-Officio Recorder.

By: [Signature]  
Bill & Assurance recorded on file - from reel 402-709-970

## LEGAL DESCRIPTION

PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4  
OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 32 WEST, SEBASTIAN COUNTY, ARKANSAS MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4  
OF SECTION 15; THENCE S 00°31'32" E 291.57 FEET; THENCE S 68°25'36" E 1309.55  
FEET; THENCE S 00°35'15" W 239.02 FEET; THENCE S 01°04'40" W 90.99 FEET; THENCE  
N 89°55'20" E 175.00 FEET; THENCE S 01°04'40" W 55.00 FEET; THENCE N 88°55'20" W  
125.00 FEET; THENCE S 73°50'38" W 161.02 FEET; THENCE S 50°31'57" W 235.00 FEET;  
THENCE S 83°30'00" W 185.00 FEET; THENCE S 00°31'57" W 231.00 FEET; THENCE  
N 69°28'23" W 310.00 FEET; THENCE S 00°31'57" W 637.45 FEET TO THE POINT OF  
BEGINNING, CONTAINING 18.55 ACRES; MORE OR LESS.

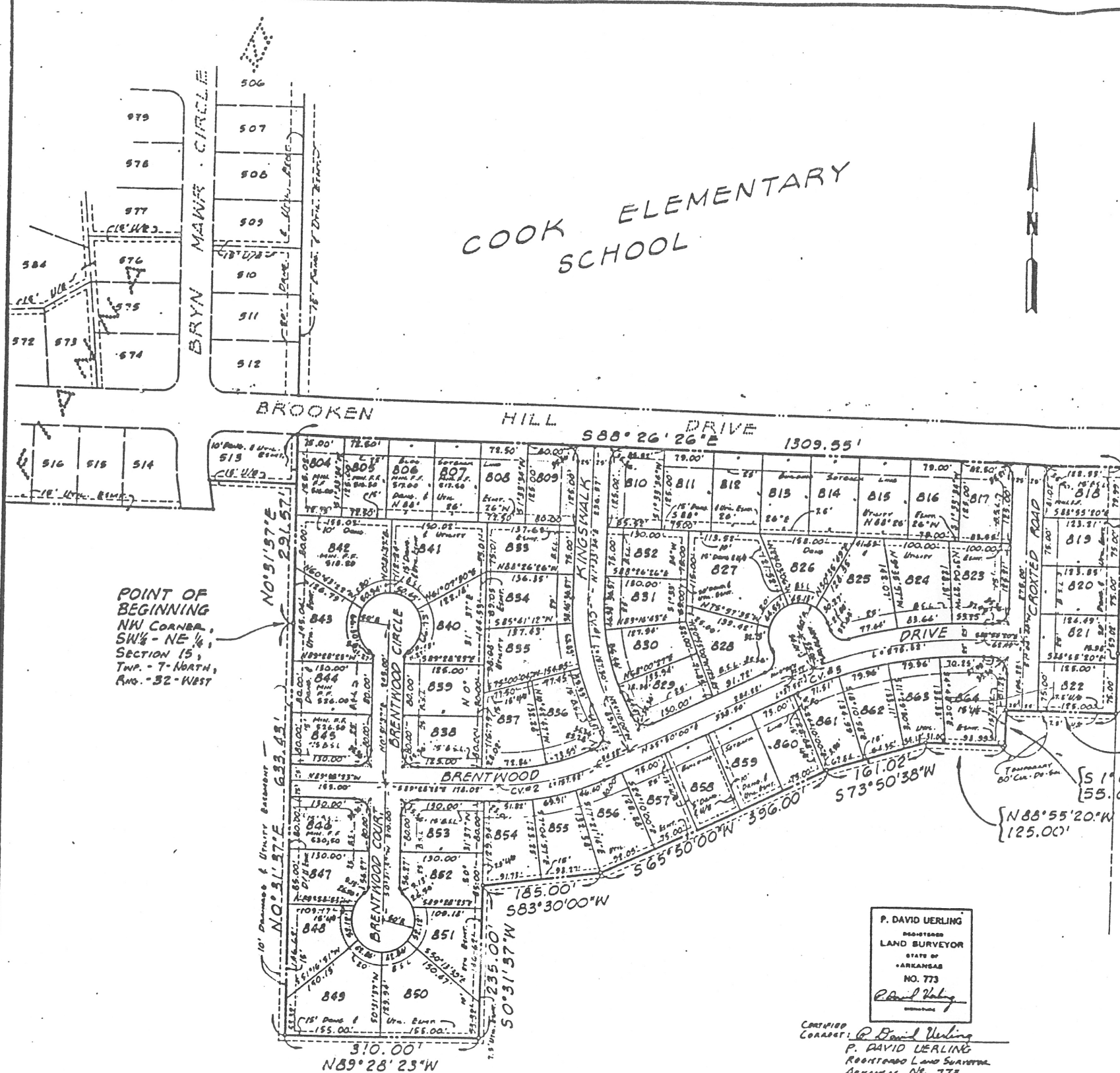
## CURVE DATA

Curve No.	Interior	Centerline	Exterior
1	26°43'54"	25°43'54"	26°43'54"
R	325.54	380.84	376.54
T	74.29	80.00	86.71
L	146.08	157.90	168.55
C	144.85	155.99	167.12
2	24°41'37"	24°41'37"	24°41'37"
R	340.48	366.48	390.48
T	74.59	80.00	84.78
L	146.74	157.98	168.59
C	145.61	156.90	166.99
3	25°16'40"	25°16'40"	25°16'40"
R	685.03	710.03	735.03
T	159.40	159.00	168.10

NOTE:  
ALL LOT MEASUREMENTS ON CURVES ARE  
CHORD LENGTHS.  
ALL PROPERTY LINE RETURNS ARE 25 FOOT  
RADIUS.  
STREET RIGHT-OF-WAY AND EASEMENTS  
ARE HEREBY DEDICATED TO THE PUBLIC.

ENGINEERS:  
BURROUGH UERLING BRASUELL  
CONSULTING ENGINEERS, INC.

DEVELOPERS:  
FIANNA HILLS DEVELOPMENT CORP.  
1703 ROGERS AVENUE



P. DAVID UERLING  
REGISTERED  
LAND SURVEYOR  
STATE OF  
ARKANSAS  
NO. 773  
[Signature]

CONSULTING  
CONTRACT: [Signature]  
P. DAVID UERLING  
REGISTERED LAND SURVEYOR  
ARKANSAS NO. 773

FILE PLAT

FIANNA HILLS IX  
FORT SMITH, ARKANSAS

PORT OF FILE BOX 334  
648 PHOENIX  
FORT SMITH, ARK. 72313

DATE: \_\_\_\_\_  
SCALE: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
DATE: \_\_\_\_\_