

BILL OF ASSURANCE

LOTS 1101 THROUGH 1235 OF

FIANNA HILLS XI ADDITION TO THE CITY OF FORT SMITH,

ARKANSAS

*X will
come
up 1/2000*

KNOW ALL MEN BY THESE PRESENTS:

That the following declarations as to limitations, restrictions, and uses to which property known as Fianna Hills XI, Lot 1101 through 1235, an Addition to the City of Fort Smith, Arkansas are to apply to those residential lots, numbered 1101 through 1235 as set forth on the plat of the property being filed contemporaneously with this Bill of Assurance.

That the undersigned, FIANNA HILLS DEVELOPMENT CORPORATION, an Arkansas corporation (hereinafter referred to as the "owner" or the "developer"), 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 XI, Lots 1101 through 1235, 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 covenants 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 1101 through 1235, in Fianna Hills XI 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 the architectural design and uses herein specified.

This Bill of Assurance shall be binding upon all lot owners and all persons claiming under them until January 1, 2000, at which time said covenant shall be automatically extended for an additional ten (10) years, unless by a vote of the majority of the then owners of Lots 1101 through 1235 in Fianna Hills XI, 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 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 or otherwise 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 XI 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 designated on the plat of Fianna Hills XI 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 relay water lines and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying 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 privileges and authority herein reserved 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 in 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 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 of 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 within five feet of the front corner of the structure. No yard line will be installed under concrete or asphalt unless 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 its actions will be limited to the approval or disapproval of plans. Plans submitted must meet the requirements of this Bill of Assurance and be 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, and 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, except that duplexes will be permitted with the consent of the Architectural Coordination Committee.

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 vehicle capable of use as living quarters, either permanent 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 may 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 patios, shall be constructed or maintained on any lot nearer the front property line than the building lines shown on any plat recorded in connection with this addition.

8. All exposed

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. The design and construction of 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

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Date: 1-1-1914

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 15th day of June, 1981.

FIANNA HILLS DEVELOPMENT CORPORATION

By _____
President

ATTEST:

Secretary

STATE OF ARKANSAS)
) ss.
COUNTY OF SEBASTIAN)

On this _____ day of _____, 1980, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____ and _____, to me personally well known, who stated that they were the President and Secretary of the within named Fianna Hills Development Coporation, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 1980.

Notary Public

My Commission Expires:
