

DEED Book 541 Pg 121

✓ M-N.E.T. Co.

DUNWOODY-HUNTCLIFF ESTATES
DEDICATION AND BILL OF ASSURANCE

5291

WHEREAS, Frank A. Macon and Nickie Macon, his wife, are the owners of the land in the Western District of Craighead County, Arkansas, platted as DUNWOODY-HUNTCLIFF ESTATES, JONESBORO, ARKANSAS:

NOW, THEREFORE, Frank Macon and Nickie Macon, his wife, hereinafter called Grantors, for and in consideration of the benefits to accrue to them, which are hereby acknowledged to be of value, has caused to be made and filed a plat showing the survey made by Troy L. Sheets Surveying, Registered Civil Engineers, said plat being recorded in Plat Cabinet "C" at Page 7 at Jonesboro, Arkansas, showing the bounds and dimensions of the property being subdivided into lots and descriptions by lots, blocks and streets; and said Grantors hereby donate and dedicate to the public use forever an easement of way on or over said streets as shown by said plat to be used as public streets.

The filing for record of the Bill of Assurance and plat in the office of the Circuit Clerk and Ex-Officio Recorder of Craighead County, Arkansas, shall be a valid and complete delivery and dedication of the streets and easements, subject to the limitations herein set out.

The lands embraced in said plat shall forever be known as DUNWOODY-HUNTCLIFF ESTATES and any and every deed of conveyance for any lot and block in said subdivision describing the same as identified on the plat shall always be deemed a sufficient description thereof. The subdivision shall also be publicly known and identified as DUNWOODY-HUNTCLIFF ESTATES.

All lots in said addition and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants which said covenants shall be in full force and effect until December 31, 2050, subject to amendments or cancellations as hereinafter provided, to-wit:

1. LAND USE AND BUILDING TYPE: Said Lots shall be held, owned and used only as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than detached single family dwelling not to exceed 3 stories in height, a private garage for not more than 6 cars, and other outbuildings incidental and related to residential use on the premises. No building or structure shall ever be used as a business office or for any commercial purpose whatsoever.

2. SUBDIVISION OF LOTS: The replatting or subdividing of any lot shown on the recorded plat, and herein designated for use as one detached single family dwelling only, into more than one lot shall be prohibited.

3. ARCHITECTURAL CONTROL: The Grantors herein shall appoint an Architectural Control Committee composed of not less than 4 persons. The first Architectural Committee shall consist of the Grantors herein and 2 additional property owners. The property owners will be replaced by other property owners every two years. In the event any member of said Architectural Control Committee shall fail to qualify or for any reason to be or become unable to serve thereon, a successor member shall be appointed by the remaining members to complete said term.

No building or fence shall be erected, placed or altered on any property in this subdivision until the building plans, specifications, exterior color scheme and plot showing the location of such building with respect to existing topography and finished ground elevation have been

Page 2

approved by the said Architectural Control Committee by majority vote. In the event the Architectural Control Committee herein established fails to approve or disapprove any plan, specification, exterior color scheme or plot plan submitted to it as herein required within 60 days after such submission, this covenant shall be deemed to have been met fully.

Nothing herein contained, nor required consent of the Grantors or any Architectural Control Committee shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvements within this subdivision which they would otherwise be entitled to maintain.

There shall be no compensation to Grantors, or any Architectural Control Committee hereafter established for the service to be performed pursuant to this covenant.

Such Architectural Control Committee shall have the power to grant reasonable waivers of any restrictions provided by this Dedication and Bill of Assurance, except the subdivision lots.

4. MULTI-FAMILY DWELLINGS: No multi-family residences or apartments, including but not restricted to duplexes, shall be permitted on any residential lot or part thereof. No residence originally constructed in accordance with the foregoing restrictions shall be converted into more than a single family residence. A guest house and or maid quarters may be permitted if approved by the Architectural Control Committee.

5. MINIMUM PRINCIPAL DWELLING SIZE AND COST: The minimum square feet of any dwelling constructed on said lots shall be not less than 2200 square feet of floor space in the case of a one-story structure, or less than 2500 square feet of floor space in the case of a one and one half or two story structure. In all cases the minimum square feet floor area of ground floor area or total area referred to shall be exclusive of attics, eave over-hang, attached porches, patios or garages (whether or not attached), portacochers, underground basements, storerooms or outbuildings.

The Architectural Control Committee has the authority to amend these requirements based on each and separate presentation of an owners plans and specifications.

6. BUILDING LOCATION: Buildings shall be located within the building set back lines as shown on plat.

7. FENCES: No fence, wall, hedge, mass planting or other structure shall be permitted to extend beyond the minimum building set back line established herein, except upon approval by the Architectural Control Committee as herein set out for approval of construction of buildings, and no fence, wall or other structure shall be erected without prior approval of design, construction and materials by the Architectural Control Committee. No chain link fences of any type shall be permitted within the subdivision without the approval by the Architectural Control Committee.

8. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall be used at any time for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Temporary construction trailers or outbuildings will be permitted only while a home or street development is under construction. The developer maintains the right to operate an on site sales office. No sign of any type shall be displayed to public view on any building site

herein designated exclusively for use as one detached single family dwelling, except that one sign shall be permitted of not more than 5 square feet in area advertising the property during the initial construction or a resale period.

9. **ANTENNAS:** All satellite antennas, and other large antennas will not be permitted.

10. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised or kept on any building site, except that dogs, cats or other household pets may be kept, provided they are not kept or maintained for any commercial purpose.

11. **MOBILE HOMES, CAMPERS AND BOATS:** No mobile home, camper or self-propelled mobile home and/or camper and no boat or other watercraft shall be parked on any of said residential lots herein described for a period greater than 1 week unless same shall be in a garage or placed in the rear of the lot or house.

12. **OVERNIGHT PARKING.** There will be no overnight parking on the streets.

13. **PROPERTY LINES AND BOUNDARIES:** Iron pins have been set on all lot corners and points of curve, and all lot dimensions shown on curves are curve distances, and all curve data shown on the plat is centerline curve data. In the event of minor discrepancies between the dimensions of distance as shown on the plat and the actual dimensions or distances as disclosed by the established pins, the pins as set shall control.

14. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat.

15. **CONSTRUCTION MAINTENANCE:** A property owner will be held responsible for the clean up of all construction related debris and the repair of involved areas caused by the construction on their property.

All residuary soil and all other substances that accumulate in the street and right of ways which is caused from construction on property owners lot shall be removed immediately by the property owner at his expense. Noncompliance thereof shall be consent to cause said removal and cost and expense therefor shall be reimbursed by property owner within 30 days of the expenditure and non-payment shall become a materialman and labor lien against property owners lot pursuant to Arkansas law.

16. **AMENDMENTS:** Any or all of the covenants, provisions or restrictions set forth in the Dedication and Bill of Assurance may be amended, modified, extended, changed or cancelled, in whole or in part, by a written agreement signed by each and every property owner of the individual lots in this subdivision. The provisions of such instrument so executed shall be binding from and after the date it is duly filed for record in the office of the recorder or deeds in and for Craighead County, Jonesboro, Arkansas, except for the subdivision lots, as per paragraph 2.

17. **ZONING ORDINANCE CONFLICTS:** In the event that any of the provisions of this Dedication and Bill of Assurance be different from the requirements of any zoning ordinance now in effect or hereafter enacted, then this Dedication and Bill of Assurance shall be considered to be amended to conform to the requirements and shall impose a greater limitation than is herein contained. However, if the provisions of the Dedication and Bill of Assurance shall impose greater limitations than those contained in such

JUN-06-2008 02:12 AM

DEED Book 541 Pg 364

Page 4

soning ordinance, then the provisions herein contained shall control.

18. ENFORCEMENT: In the event of any attempt to violate any of the covenants, restrictions or limitations herein, before the expiration date hereof, it shall be lawful for any person or persons owning a lot or lots in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from doing so or to recover damages or other dues for such violation.

19. SEVERABILITY: The invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which remain in force and effect.

And we, Frank Macon and Nickia Macon, his wife, Clinton A. Boling and Wilma J. Boling, his wife, and John McCarthy and Carol McCarthy, his wife, for and in consideration of said value, do hereby release and relinquish our rights of dower, curtesy and possibility of Homestead in and to said lands.

WITNESS our hands and seals on this the 16 day of June, 1997.

Frank Macon
Frank Macon
Clinton A. Boling
Clinton A. Boling
John McCarthy
John McCarthy

Nickia Macon
Nickia Macon
Wilma J. Boling
Wilma J. Boling
Carol McCarthy by John McCarthy
Carol McCarthy

STATE OF ARKANSAS,)
) SS
COUNTY OF CRAIGHEAD.)

On this day personally appeared before me, a Notary Public, within and for the State and County aforesaid, duly commissioned, qualified and acting, the within named Frank Macon and Nickia Macon, his wife, Clinton A. Boling and Wilma J. Boling, his wife, and John McCarthy and Carol McCarthy, his wife, who stated to me that they had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me each of the said grantors separately, and each grantor in the absence of such grantor's spouse declared that he or she had, of his or her own free will, executed said instrument and signed and sealed the relinquishment of dower, curtesy and homestead in the said instrument for the consideration and purposes therein contained and set forth, without compulsion or undue influence of such grantor's spouse.

WITNESS my hand and seal as such Notary Public, on this the 16 day of June, 1997.

Dawn Fisher
Notary Public

SEAL:
DEED BOOK 541 PAGE 361-364
DATE 06-17-1997
TIME 02:15:44 P.M.
FILED & RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
SHIRLEY RUDEN
CIRCUIT CLERK
Dawn Fisher

