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(DEED-MTG-MISC)  
BOOK 2006 PAGE 3096

Prepared By:  
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BILL OF ASSURANCE  
CLUB CREEK SUBDIVISION  
Lots 1-20

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Phil and Judy Hoggard, are the owners of the following described property in White County, Arkansas, to-wit:

*Being more particularly described on a plat prepared by Miller Newell Engineering Consultants, Inc., dated January 2006.*

WHEREAS, it is deemed desirable that the above described property be subdivided into lots and streets, as shown on the attached plat, and that said property be held, owned, and conveyed subject to the protective covenants herein contained in order to enhance the value of said property.

WHEREAS, CLUB CREEK PROPERTIES, hereinafter referred to as Grantors, for and in consideration of benefits to accrue to them, which benefits are hereby acknowledged to be of value, has caused said property to be surveyed by Quattlebaum, Registered Land Surveyors, and a plat thereof made which is identified by the title FINAL PLAT, CLUB CREEK SUBDIVISION, LOTS 1-20, Searcy, White County, Arkansas, and the date 4-3-, 2006, and by the signature of said Land surveyor and said Grantors and bears a Certificate of Approval executed by the Searcy Planning Commission and is of record in the office of the Circuit Clerk and Recorder of White County, Arkansas in Plat Book C-1 at Page 27 and the Grantor does hereby make this Bill of Assurance.

NOW, THEREFORE, Grantors hereby donate and dedicate to the public forever an easement of way on and over said streets shown by said plat to be used as public streets. In addition to the streets, there are shown on said plat, certain easements which are reserved for the use of public utilities and or for drainage purposes, subject at all times to the proper authorities and to the easement herein reserved. Owners of the lots shall take title subject to the right of public utilities and the public.

The filing of the Bill of Assurance and Plat for record in the office of the Circuit Clerk & recorder of White County shall be valid and complete delivery and dedication of the streets and easements subject to the limitations herein set out.

The land in said plat shall forever be known as Club Creek Estates, Lots 1-20, White County, Arkansas, and any and every deed of conveyance for any lot in said subdivision describing the same by the numbers show on said plat shall be deemed a sufficient description thereof. In the event that the proposed lake is completed, no vehicles or structures of any kind, except docks, shall be allowed within 30 feet of the normal waters' edge.

The lots in said Club Creek Estates Lots 1-20, shall be sold by the Grantor and shall be held, owned, and conveyed subject to and in conformity with the declaration, restrictions, and covenants set forth herein, which shall run with the land, and be binding upon the owner after lots plotted herein and their successors and assigns, to-wit:

1. PUBLIC UTILITIES. All dwelling and other structures erected upon any lot as a residential dwelling shall be served by public utilities, excluding public sewer. In the event utilities are constructed inadvertently outside the platted easement, the easement shall be construed as being five (5) feet on each side of the line as constructed.

CERTIFICATE OF RECORD  
STATE OF ARKANSAS COUNTY OF WHITE  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD  
AND IS RECORDED AS STAMPED HEREON  
DATE 4-3-06 TIME 10:45 AM  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
TAMIKING, WHITE COUNTY CIRCUIT CLERK  
Margie Altom, D.C.

2. EASEMENTS. No building, fence, incinerator or any other permanent structure or improvement of any kind whether herein specifically enumerated or not, shall be built or maintained, within the area of any of the easements shown on the plat; and in the event any such obstruction is placed thereon in violation of this restriction and reservation, no utility will be liable for destruction of same in maintaining or repairing its lines located within the area of said easement. The adjoining property owners will mow and maintain the right-of-way and/or drainage easements adjacent to his property. Upon proper notice, if the property owner does not comply with the notice, the area may be mowed by direction of the Club Creek Home Owners Association (HOA), and the property owner will be billed as per the procedure on vacant lots by the HOA.

3. LAND USE AND BUILDING TYPE. No lot shall be used except for single family residential purposes; garages and other outbuildings must be clearly incidental to residential use of the property. Lots may not be subdivided. Boarding houses, tenements, apartment houses, trailer parks, tourist courts, motels, hotels, eating houses, clubs, restaurants, stores, beauty shops, barber shops, and other commercial services and all other industrial uses are prohibited. No business of any nature or kind shall at any time be conducted in any building located on any of said lots. Said land shall be restricted to new detached single family residences constructed of highest-class materials and workmanship. No structures except permanent outbuildings shall be erected, altered, placed, or permitted to remain on any building site other than a single detached single-family dwelling. No modular or prefabricated structures will be allowed. All permanent buildings, structures, and materials must be approved by the HOA or the Improvement District, their successors assigns. A minimum of one double car garage is required. If garage is attached to the residence, it must be side entry. Detached garages or additional garages may be front entry. A concrete, asphalt or brick driveway with no less than 12' width shall be extended from the street to the garage entrance. All mailbox structures must be a minimum of 90% brick or stone. Recreational vehicles, motor homes, boats, and trailers, and commercial vehicles or equipment shall be stored in a garage or must not extend past the edge of the residence closest to the street and must be parked on a concrete pad.

4. PROPERTY LINES AND BOUNDARIES. Iron pins have been set on all lot corners. In the event of discrepancies between the dimensions or distances as shown on the attached plat and the actual dimensions or distances as disclosed by the established pins, the original pins as set shall control. Each lot is a minimum of two acres and shall not be subdivided.

5. MINIMUM PRINCIPAL DWELLING SIZE AND EXTERIOR FINISHING. No principal residential structure shall be constructed or permitted to remain upon any building site unless the main floor area thereof, exclusive of porches, patios, garages and breezeways shall be a minimum of 2800 square feet heated and cooled. The term "Main Floor" as used in this paragraph shall include living, dining and sleeping areas, which areas may be on different levels. The exterior of all houses will be a minimum of 70% brick or stone except for the gables and porches. In all cases, the exteriors not bricked shall be maintenance free. Each permanent residence will have a minimum roof pitch of 10/12.

6. BUILDING LOCATION. All structures on the lot shall be a minimum of 60 feet from the center of the road, and 20 feet from the side and/or back property line. These requirements are inline with Searcy City Setback requirements.

7. OWNER AND BUILDER/CONTRACTOR RESPONSIBILITY. Any property owner or builder/contractor shall insure that any contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance, and shall be responsible for the actions of Contractors to the contrary. No person shall damage in any way the utilities or streets in any manner, and any damage so inflicted shall become the responsibility of the person who creates the damage.

8. **NATURAL DRAINAGE.** No building, dam, impoundment, or obstruction will be built, constructed or arranged in such a way as to retard the natural flow of rainfall from entering the lake or streams of the subdivision.

9. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points 35 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersections of the street property lines extended, except at the entrance to the subdivision. The same sight lines limitation shall apply on any lot within ten feet from the intersection of the street property line with the edge of a driveway. No tree shall be permitted within such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. **FENCING.** All fences will be wooden privacy, vinyl, aluminum, or wrought iron decorative fences. No fence will come forward of the actual structure or the lot building line, whichever is further back from the street, except that a house erected on a corner lot may have a side fence no closer than 35 feet to the street on the side of a corner lot; such fence to begin at least 35 feet behind the front property line. All other perimeter boundaries may follow the lot line.

11. **LOT, YARD AND HOME MAINTENANCE.** All property owners, including builders, shall keep all grounds, yards, and adjoining tracts mowed, trimmed and clean, and all houses and fences in neat repair. It shall be the owners/builders responsibility to adjust water meter boxes to final grade regardless of the condition of the meter box prior to construction. Each lot owner will be required to keep his lot mowed so that grass and weeds on three-fourths of the lot will not exceed the height of 10 inches. Violation of this provision shall entitle Grantor, its successors, and assigns to mow said lot and charge the cost of same to such offending lot owner. Such expense shall constitute a lien against such lot.

12. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except, that dogs and cats may be kept on any lot, provided, that they are not kept, bred or maintained for any commercial purposes, and provided, that facilities for maintenance of same are installed, and that the keeping of the same does not constitute a nuisance. No horses are allowed. No hunting of any kind is allowed on the property.

13. **GARBAGE AND REFUSE DISPOSAL.** No lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and not be permitted at any time at a location which is visible from the front of the lot. (No controlled fires for purposes of burning trash or debris will be allowed.)

14. **TV SATELLITE DISHES.** TV satellite receiving devices shall be located behind the residence or in the dwelling attic space.

15. **TEMPORARY STRUCTURES.** No structure of a temporary character, motor home, trailer, travel trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence; either temporarily or permanently. No metal structures of any kind will be allowed.

16. **OUTBUILDINGS.** One building for storage shall be permitted, provided however, that the structure be built and maintained in the rear portion of any lot where it should be permanently anchored. Outbuildings will be architecturally compatible with the dwelling. Rooflines of any outbuilding are to match the type and pitch of primary residence structure on same property. No metal structure of any kind is allowed. The size of the outbuilding shall not

exceed the square footage of the first floor of the residence. All out buildings will be approved by the Home Owners Association.

17. NUISANCES. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

18. MOTOR VEHICLE PARKING. Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot or on the dedicated street. Owners or permanent residents are prohibited from parking in the street. Second, third automobiles, commercial vehicles and equipment, motor cycles and motor homes will not be parked on grassed (unused) areas of the front of side yard (lot) but will be parked on widened concrete driveways or extended concrete pads on sides of garages. Motor homes, recreational vehicles or commercial vehicles or commercial equipment shall be parked no closer to the street than the nearest point of the house to the street. Driving and parking in unpaved areas of the yard (lot) are strictly prohibited.

19. SIGNS. No billboard, poster, sign or object of unsightly nature shall be placed or permitted to remain on any part of said land, except one sign only per lot not exceeding five square feet in area may be displayed advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period. No lease or rent signs shall be allowed.

20. MINERAL RIGHTS. Mineral rights are to remain with the land. At no time will there be any gas, oil or mineral surface operations conducted on any lots.

21. DURATION OF COVENANTS. These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2016, at which time said covenants and restrictions shall automatically be extended for successive periods of (10) ten years from each termination, unless 70% of the then owners of the lots agree in writing to amend said covenants and restrictions, either in whole or in part.

22. TO CHANGE THE COVENANTS. These covenants and restrictions shall not be amended, canceled or supplemented unless an instrument signed by the owners of at least 70% of the then owners of the lots is placed on record agreeing to change the covenants and restrictions in whole or in part.

23. COVENANT VIOLATIONS. In the event of any attempt to violate any of the covenants or restrictions herein contained 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 proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damage in any court of law for such violation.

24. FINAL PLAT. The Bill of Assurance shall be appended to the final plat approved by the Searcy Planning Commission. Any dedication or restriction shown on either document shall be considered to appear on both, but should any discrepancy appear, the final plat shall govern.

25. INVALIDATION OF COVENANTS OR RESTRICTIONS. The invalidation of any one of these covenants or restrictions by judgment of a court of competent jurisdiction shall in no way effect any of the other provisions, which shall remain in full force and effect.

26. FINISH FLOOR ELEVATION - All Finish Floor Elevations shall be built a minimum of one foot above the 100 year flood elevation. Attention is called to the FIRM Community Panel listed on the Final Plat and all related CLOMR and/or LOMR as approved by FEMA.

27. EROSION CONTROL The Owner/Builder/Contractor shall be responsible for installing and maintaining temporary erosion controls through the course of construction as specified herein.  
Grantors intend to ensure that this subdivision complies with all ADEQ regulations pertaining to NPDES permit requirements for storm water discharges associated with construction activity. All owners are responsible for compliance, not Grantors.

It is the intent of the developer to assure the property owners that Club Creek Estates will be one of the finest and well kept subdivisions in the Searcy area. Therefore, these restrictions shall be strictly adhered to.

IN WITNESS WHEREOF, the said Grantor(s) has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_

Philip S. Hoggard  
Grantor

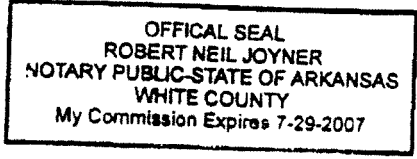
Judy Hoggard  
Grantor

STATE OF ARKANSAS )

COUNTY OF WHITE )

Sworn and subscribed to before me, a Notary Public, on this 3<sup>rd</sup> day of April, 2006.

[Signature]  
My Commission expires: 7-29-2007



STATE OF ARKANSAS)

COUNTY OF WHITE)

On this 3<sup>rd</sup> day of April, \_\_\_\_\_, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State appeared in person the within named Phil Hoggard and Judy Hoggard, to me personally well known, who stated that they are the members of Club Creek Development Group, and are duly authorized in their respective capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company, 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 3<sup>rd</sup> day of April, 2006.

[Signature]  
Notary Public

My Commission expires: 7-29-2006

