

**BILL OF ASSURANCE
AND
PROTECTIVE COVENANTS
HAWKS POINTE OF THUNDER BAY**

THAT, Whereas we the undersigned, hereinafter called "Grantors", are the owners of the following described land in Cleburne County, Arkansas, which land is described in Attachment "A" incorporated by reference.

THEREFORE, the said GRANTORS, for and in consideration of the benefits are hereby acknowledged to be of value, have caused to be made a plat of said lands showing the bounds and dimensions of the property now being subdivided into lots and its description by lot numbers, the GRANTORS, hereby donate and dedicate to the public forever all roads shown on said plat to be public roads and to remain open as same.

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 and restrictions, which subject to being amended as hereinafter provided, shall remain in full force and effect, to-wit:

1. All lots (except Lot 19) shall be subject to the following easements, which are reserved for the installation and maintenance of utilities and for drainage purposes:
 - a. A fifteen (15) foot easement shall exist along the front (roadside) line of all lots for First Electric, West Stone County Water and Telephone Company.
 - b. A fifteen (15) foot easement shall also exist along the outer edge of the right of way of all the roads showed on the plat for the use of First Electric, West Stone County Water and Telephone Company.
 - c. A ten (10) foot easement shall exist along side lot lines for the use of First Electric, West Stone County Water and the Telephone Company.
 - d. Lot #19 shall have only a ten (10) foot easement all around for the above utilities and road.
2. All lots are to be used for residential purposes only, with one single family dwelling permitted per lot. No lot shown on the plat may be subdivided.
3. All dwellings must contain a minimum of eighteen hundred (1800) square feet of heated and cooled living area, exclusive of porches and garages. Dwellings shall not exceed two stories in height above grade level. All dwellings must have a minimum one-car garage.
4. All dwellings must be constructed on site of new materials with exterior walls of stone, brick, wood or of high quality man-made siding (steel, aluminum or vinyl) and shall be of a color which blends with the natural surroundings.
5. All dwellings must be completed within twelve (12) months from the date of construction. Building debris must be removed within 30 working days after construction is completed.
6. All dwellings must be located a minimum of twenty-five (25) feet from the front lot line (street side), and a minimum of ten (10) feet from each side lot line except for Lot #19 which shall only have a ten (10) foot set back line all around.
7. Any out building shall be complimentary in structure and exterior appearance to the principle residence.
8. No mobile home, travel trailer, motor home, manufactured home or any other type of trailer shall be placed or permitted to remain on any lot for residential use.
9. Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals on each lawn be the owner thereof so as to maintain the same neat and attractive manner. No junk or debris shall be allowed to accumulate on any lot, nor any non operating vehicles.
10. All propane or fuel storage tanks shall be screened from view by fencing or evergreen shrubbery or shall be buried underground.
11. No fence over 48 inches high or decorative post over 72 inches high shall be permitted. No wire "cyclone" fences shall be permitted.

12. No signs of any type shall be placed on any lot except "for sale" signs and signs indicating house number and owner's name. These signs shall be limited to six (6) square feet in size.

13. No animals, livestock or poultry of any kind shall be kept on any lot. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. The pets must be vaccinated, cared for and kept in good health by the owner. All pets are restricted to their owner's property unless on a leash.

14. Design and installation of sewage disposal systems shall be approved by the Arkansas State Department of Health.

15. Any electric, telephone or cable service lines serving individual residences shall be buried underground.

16. No dwelling or accessory building shall be constructed or altered without first having plans approved by the Architectural Control Committee. In the event the committee fails to approve any plans or specification within thirty (30) days after submission, this covenant shall be deemed to have been fully met by the person submitting such plans for approval.

17. The Architectural Control Committee shall consist of three (3) people. The developer shall name the original three and they shall be John Hawks, Lannie Grissom and C.E. Elrod. It shall take only two of the three to approve any matter brought before this committee. In the event of the death, resignation or disqualification of any member of this committee, the developer shall name a replacement within thirty (30) days.

18. No commercial activity of any kind shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to other property owners.

19. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

20. The developer shall reserved the right to use any part of said property for the use of a launching ramp and parking for said ramp. Also for access to any boat docks built.

21. The covenants, agreements and restrictions herein set forth shall run with the title to the lots in Hawks Pointe of Thunder Bay and shall bind the present owners, their heirs, successors and assigns and future owners, their heirs, successors and assigns.

22. Invalidation of any of these covenants, limitations or any restrictions, by judgments or court order, shall in no way effect any other provision, which shall remain in full force and effect.

23. Any owner or owners of lots in Hawks Pointe of Thunder Bay or the developer shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas.

In order that the most lasting protection and strongest assurance to all things set forth herein may be had, the said GRANTORS have caused this instrument and plat referred to be recorded in the office of the Clerk and Ex-officio Recorded of Cleburne County, Arkansas.

Dated this 23 day of April, 1998

Hill Creek Land Development, LLC

BY: John Hawks

BY: John Hawks

Cornie Flowers
notary
5-21-1998