

2004-04996

FILED FOR RECORD
at 3:08 o'clock P MBILL OF ASSURANCE OF OZARK ISLE ESTATES,
PHASE TWO, MARION COUNTY, ARKANSAS

NOV 05 2004

Dee Carleton
Marion County Clerk
D C.

WHEREAS, Oakland Ventures, LLC, an Arkansas limited liability corporation, is the sole owner of the following described real property located in Marion County, Arkansas, hereinafter known as "OZARK ISLE ESTATES- Phase Two" to-wit:

See exhibit "A" attached hereto and incorporated herein.

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

NOW, THEREFORE, Oakland Ventures, LLC, herein called "Grantor," its successors or assigns, has caused said tract of land to be surveyed by Consolidated Land Services, Inc. showing the bounds and dimensions of the property now being subdivided into lots as shown therein. Grantor hereby donates and dedicates to the public an easement of way on, over, and under the streets on said plat to be used as public streets. In addition to said streets, there are shown on said plat certain easements for utilities which Grantor hereby donates and dedicates to and for the use of public utilities, the same being, without limiting the generality of the foregoing, electric power, gas, telephone, water, sewer, and cable television with the right hereby granted to the persons, firms, or corporations engaged in the supplying of such use utilities to use and occupy such easements, and to have free ingress and egress therefrom for the installation, maintenance, repair, and replacement of such utility services.

The lands embraced in said plat shall forever be known as "Ozark Isle Estates, Phase Two", Marion County, Arkansas in every deed of conveyance for any lot in said subdivision. Describing the same by the lot or tract number or numbers shown on said plat shall always be deemed a sufficient description thereof.

Said lands herein platted and any interest therein shall be held, owned, and conveyed, subject to and in conformity with the following covenants:

I. LAND USE AND BUILDING TYPE

Said lands herein platted shall be held, owned, and used only as residential building sites. No business or commercial use shall be carried on, conducted or permitted in any structure or on any lot. No structures shall be erected, altered, placed, or permitted to remain on any building site other than a single family detached dwelling (which shall not exceed three stories in height), private garage, guest house, and other outbuildings incidental and related only to residential use of the premises. Trailers, mobile homes and temporary housing structures are strictly prohibited. The Grantor, its successors, or assigns, may use a lot as a sales office until all lots have been sold. Such sales office may include a temporary or mobile structure which shall be removed upon completion of sales.

II. MINIMUM PRINCIPAL DWELLING SIZE

No principal residential structure shall be permitted on any building site in Ozark Isle Estates with a total square footage determined by the outside measurements of actual heated and cooled floor area, excluding covered porches, guest houses, and any other outbuildings, of less than 1200 square feet on the ground floor living area of a single floor structure and not less than 900 square feet of ground floor living area in multiple story structures, exclusive of garages, porches, decks, basements or other attached accessory areas. All dwellings placed upon said premises shall be of new construction and shall be of quality workmanship and materials.

III. LOT DIVISION AND SET-BACK REQUIREMENTS

Unless specifically authorized by Grantor, in writing, no lot or tract as originally platted shall be subdivided into smaller lots, tracts, portions or areas.

All construction shall be a minimum of 25 feet from all property lines.

IV. GENERAL RESTRICTIONS

1. No noxious or offensive activity and no commercial activities of any kind shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

2. No manufactured housing, trailer, mobile home, tent, or shack shall be erected on any lot in this addition, temporary or permanently, except for temporary use by construction contractors only. Tents used for recreational purposes of a short duration shall not be considered as excluded by this provision.

3. No signs, billboards, posters, or advertising devices shall be permitted upon any of the lots in this addition, except that the owner of each lot may place house numbers and the owner's name upon his or her mailbox or dwelling. Additionally,

owners may place a sign not more than four square feet in size advertising the property for sale should it be offered for sale by the owners.

4. Except as herein provided, no animals, livestock, or poultry of any kind shall be raised, bred, or 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. Animals shall not be kept in such a manner as to be a nuisance to the neighbors, either by noise, odors, unsanitary conditions, or otherwise. Horses may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

5. No sewage disposal system, sanitary system, cesspool, or septic tank shall be constructed, altered, or allowed to remain or to be used on any tract unless fully approved as to the design, capacity, location, and construction by all property public health agencies of the State of Arkansas and the County of Marion. All sanitary facilities shall be connected to an approved sanitary or septic tank system. No outhouses shall be permitted.

6. The exterior of any structure, garden, or outbuilding permitted which shall be erected upon any lot shall be completely finished on the exterior within six (6) months of the date of the start of any construction and any building not completed within such a period may be removed from the said premises by anyone entitled to enforce the provisions of these covenants.

7. No trash, ashes or other refuse may be discarded, thrown or dumped on any of the lots in the addition.

8. No building material of any kind or character shall be placed or stored upon any lot in the addition until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between curb and property lines.

9. No motor vehicle shall be stored upon any lot for more than thirty (30) days unless it is placed in a garage or carport. Disposed parts or fluids of motor vehicles shall not be placed or permitted to remain upon any lot. In no event shall a business of repairing motor vehicles, including cycles, of any kind be conducted upon any lot on either a part-time or full-time basis.

10. Grass, weeds, and vegetation shall be mowed and cleared at regular intervals on each by the owner thereof so as to maintain the lot in a neat and attractive manner. No debris shall be allowed to accumulate upon any lot.

11. All propane tanks and heating and air units shall be located and screened in a manner that complies with this Bill of Assurance so that they are not visible from

any roadway. Propane tanks and heating and air units must be located inside the applicable setback lines.

12. No oil drilling, oil development operating, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot.

13. No chain-linked fence shall be allowed in front of any dwelling on any lot. Fences constructed of wood, brick, pipe, or rock shall be permitted in front of a dwelling.

V. RIGHT TO ENFORCE THE RESTRICTIONS HEREIN SET FORTH SHALL RUN WITH THE LAND AND SHALL BIND THE PRESENT OWNER, ITS SUCCESSORS, AND ASSIGNS.

All parties claiming by, through, or under the present owner shall be taken to covenant with the owner of the lots hereby restricted, and its successors and assigns, to conform to and observe these restrictions. Grantor, its successors, or assigns, along with owner or owners of the lots hereby restricted 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 the restrictions set forth herein, in addition to ordinary legal actions for damages and failure by any owner or owners of any lot or lots in this addition to observe any of the restrictions herein. Any delay in bringing such action shall, in no event, be deemed to be a waiver of the right to do so thereafter.

VI. AMENDMENTS

Any and all of the covenants, provisions, or restrictions set forth in this Bill of Assurance may be amended, modified, extended, changed, or canceled, in whole or in part, by a written instrument signed and acknowledged by the Owner or owners of greater than seventy-five percent (75%) of the lots in Ozark Isle Estates. The provisions of such instrument so executed shall be binding from and after the date it is duly filed of record in Marion County, Arkansas. The covenants, restrictions, and provisions of this instrument shall be deemed covenants running with the land and shall remain in full force and effect unless and until amended or canceled as authorized herein.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Bill of Assurance to be executed by one of its members duly authorized on this 5th day of November 2004

OAKLAND VENTURES, LLC

By: 

Terry Wood, Member

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2004-04996 C

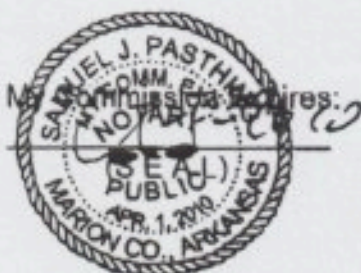
ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF MARION)

Before me, the undersigned, personally appeared Terry Wood, Member of Oakland Ventures, LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he had executed the same for the reasons therein contained.

WITNESS my hand and official seal this 5th day of November 2004.

Samuel S. J. 4.
Notary Public



Ozark Isle Estates

Phase I and II

**CONSOLIDATED
LAND SERVICES
INCORPORATED**

ENGINEERING, SURVEYING
& MATERIALS TESTING
ONE HUNTERLY W. BAY
NORTHWEST CORNER, JARVISVILLE
PHONE 870-453-2216

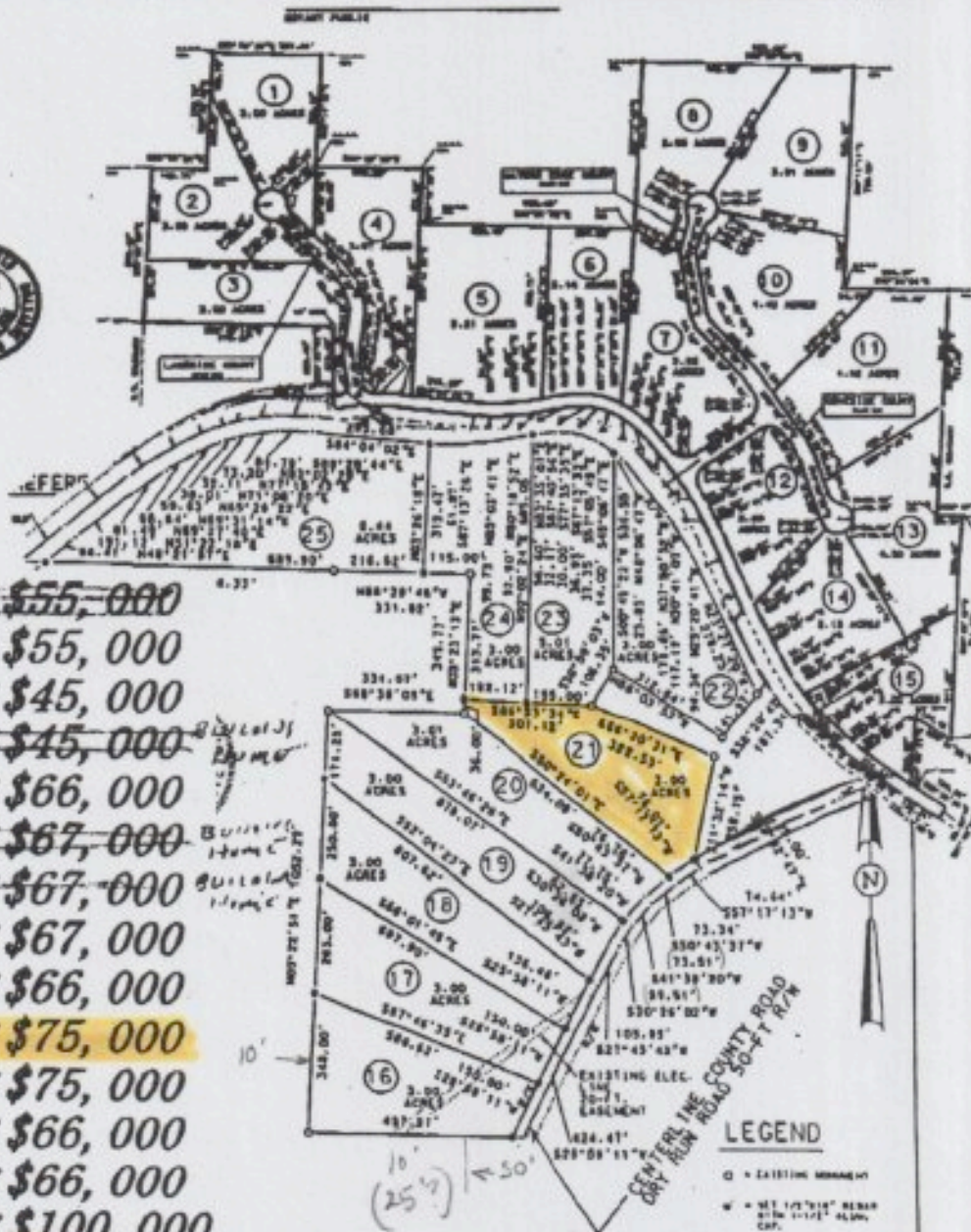
FINAL PLAT
PROJECT NO. S 03115
10 JULY 2004

**OZARK ISLE ESTATES
PHASE ONE
MARION COUNTY, ARKANSAS.**

DATE: 10/10/04

SURVEYOR'S CERTIFICATION

I, J. L. LIND, hereby certify that the foregoing is a true and accurate representation of the survey and plat of the property, and that the same is in accordance with the laws of the State of Arkansas.



~~Lot# 11 Price: \$55,000~~
 Lot# 13 Price: \$55,000
 Lot# 14 Price: \$45,000
 Lot# 15 Price: \$45,000
 Lot# 16 Price: \$66,000
 Lot# 17 Price: \$67,000
 Lot# 18 Price: \$67,000
 Lot# 19 Price: \$67,000
 Lot# 20 Price: \$66,000
 Lot# 21 Price: \$75,000
 Lot# 22 Price: \$75,000
 Lot# 23 Price: \$66,000
 Lot# 24 Price: \$66,000
 Lot# 25 Price: \$100,000



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INCORPORATED**

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& MATERIALS TESTING
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NORTHWEST CORNER, JARVISVILLE
PHONE 870-453-2216

FINAL PLAT
PROJECT NO. S 03398
3 FEBRUARY 2004

**OZARK ISLE ESTATES
PHASE TWO
MARION COUNTY, ARKANSAS**

