

BILL OF ASSURANCE

**BUFFALO CREEK ESTATES,
INDEPENDENCE COUNTY ARKANSAS**

KNOW ALL BY THESE PRESENTS:

WHEREAS, STUBBS HOME CENTER (the Owner) have caused certain lands owned by them to be platted into an addition known as BUFFALO CREEK ESTATES, and the plat thereof appears of record in the office of the Recorder of Independence County, Arkansas, in Plat Book 2018 at Page 255;

WHEREAS, Owners desire to provide for the use of property for the highest of residential uses and to restrict its uses as such;

WHEREAS, the lots are numbered from 1 to 92 on said plat and any and every conveyance of any lots out of said land as herein before described shall always and forever be held and deemed to be a sufficient description and conveyance thereof;

WHEREAS, easements are shown on said plat for streets, setbacks, sewer, water, electric, cable TV, telephone, drainage and other utilities. All lot owners will be required to grant easements to utility companies and/or the City of Southside for the purpose of providing other lot owners utility, water, sewer, or drainage service and all lots will be subject to easement for utility purposes. From this point forward, all roadways located within said subdivision are dedicated to the public for the use of ingress and egress;

WHEREAS, BUFFALO CREEK ESTATES is located within the city limits of the City of Southside, Independence County, Arkansas and therefore is subject to all of the restrictions and conditions pertaining to such location;

NOW THEREFORE, Owners hereby adopt the covenants stated herein and agree that the stated covenants shall apply to all of the property now platted as BUFFALO CREEK ESTATES, Arkansas, as covenants running with the land:

SCOPE OF APPLICATION.

- 1) These covenants shall apply in their entirety to the area now known and described as BUFFALO CREEK ESTATES, INDEPENDENCE COUNTY, Arkansas, as shown on the recorded plat thereof.

LAND USE AND BUILDING TYPES.

- 2) No lot in the addition shall be used for any other purpose than single-family residential dwellings or rentals. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling along with two detached outbuildings. All dwellings are required to have at least a two car garage attached to the primary dwelling. No outbuildings will be built exclusively on a lot, UNLESS the owner of said lot also owns an adjoining lot WITH a residential dwelling and the outbuilding matches the architectural style of that dwelling.

DWELLING SIZE AND QUALITY.

- 3) Size, design, location and site development of dwellings in this subdivision on lots 1 through 12 and 61 through 85 shall not have less than 1,300 square feet of heated and livable floor space unless the residence has more than one story, in which case the main floor shall not have less than 900 square feet and the second floor shall not have less than 400 square feet. Lots 86AB through 92AB shall have a minimum square footage of 1,600 square feet of heated and livable floor space unless the residence has more than one story, in which case the main floor shall not have less than 1,200 square feet and the second floor shall not have less than 500 square feet. All others lots shall not have less than 1,400 square feet of heated and livable floor space unless the residence has more than one story, in which case the main floor shall not have less than 1,000 square feet and the second floor shall not have less than 400 square feet. All dwellings placed upon the premises shall be of new construction and shall be of the highest class workmanship and best quality materials. The permitted style of structures are brick, stucco, wood lap siding, concrete board siding, vinyl or stone and must be designed, in whatever style, in accordance with the highest standards of architectural design. No unpainted or unstained wood shall be used unless it is for decorative accents that cover no more than 20% of the structure. No exposed concrete or split faced block shall be seen on the front or sides of the structure. All dwellings should have a minimum of a 5:12 roof pitch. All dwellings shall use architectural shingles. No 3-tab or metal roofing is allowed, except for metal roofing may be used for accent purposes but not to exceed 20% of total roof surface. All dwellings shall have a concrete driveway.

BUILDING LOCATION.

- 4) No building, fence or wall shall be constructed on any lot nearer to the street than the building line shown on said plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the dwelling. No dwelling shall be nearer than 25 feet to the front lot line, nearer than 15 feet to the rear lot line or 8 feet from either side lot line. If the lot has road frontage on more than one side, the set-backs on the recorded plat map will take precedence over these restrictions. If an owner owns 2 or more adjoining lots, there will not be setback restrictions on the side lot lines where the lots adjoin.

FENCING.

- 5) All fences will be wooden privacy, vinyl picket or chain link fences. No fence will come forward of the actual structure. All fences must be maintained and free of rot or damage.

GENERAL RESTRICTIONS.

- 6) No noxious or offensive activity and no commercial activities of any kind, other than a home office that does not have retail traffic, 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.
- 7) No temporary structure including but not limited to motor homes, travel trailers, tents, shacks, garages, barns or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile/manufactured/modular homes of any kind will be permitted on any lot in said subdivision (this does not include RV's which are described in items 13 and 15).

- 8) Up to two outbuildings will be permitted on a single lot. These may include a detached garage, shop building and/or storage building as long as said outbuildings are architecturally compatible with the dwelling and permanently affixed to the lot, plus have a similar skirt to the dwelling. All buildings must be located behind the rear most wall of the dwelling, except for a detached garage which may be placed as far forward as the front wall of the dwelling.
- 9) 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 mail box or dwelling. EXCEPTION, the property for sale should it be offered for sale by the owners.
- 10) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.
- 11) All trash containers must be kept in or behind the dwelling, except for on the days that trash is collected. No trash, ashes or other refuse may be thrown or dumped on any of the lots in the addition.
- 12) All lot owners will be required to grant easements to utility companies for the purpose of providing other lot owners utility services, therefore all lots will be subject to easements for utility purposes.
- 13) No parking in the streets is permitted. No campers/RV's, boats, or trailers shall be kept on the front of the lot or in the street adjacent to any lot except that such items may be stored behind the front wall of the dwelling.
- 14) Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals on each lot by the owner thereof so as to maintain the same in a neat and attractive manner. No debris shall be allowed to accumulate upon any lot. Dead trees, shrubs, vines and plants shall be promptly removed from each lot.
- 15) No automobiles, RV's, motorcycles, etc. that are not licensed and in good working order can be parked on the lots unless they are parked entirely within a garage or other storage building on the lot.
- 16) Propane tanks are permitted but must be placed behind the rear most wall of the dwelling and not visible from the street.

EASEMENTS.

- 17) No recorded easement shall be used by any company or person, other than the owner of the affected lot or lots, for any purpose other than those designated on the plat of the addition. 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.

PERSONS BOUND BY THESE COVENANTS.

18) All persons or corporations who now own or shall hereafter acquire any of the lots in this addition shall be deemed to have agreed and covenanted with the owners of all other lots in this addition and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of 25 years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of 10 years unless prior to the end of the original term or any successive term of the application hereof a majority of the then owners of lots in the addition agree to the amendment or removal of these covenants in whole or in part. These covenants may be amended at any time by the owners of 75% of the lots in the addition. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Recorder of INDEPENDENCE COUNTY, Arkansas, duly executed and acknowledged by the requisite number of owners.

RIGHT TO ENFORCE.

- 19) The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition and bind the present owners, their heirs, successors and assigns, future owners and their heirs, successors and assigns; all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, and with Owners, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the addition. Any owner or owners of lots in this Addition, or Owners, 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. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.
- 20) 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.



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INDEPENDENCE CO, AR FEE \$35.00

PRESENTED: 04-24-2018 01:03:04 PM

RECORDED: 04-24-2018 01:03:04 PM

DEBORAH FINLEY

CIRCUIT CLERK

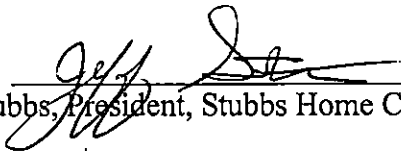
BY: MELISSA SELLERS

DEPUTY CLERK

BK: DEED 2018

PG: 2083-2087

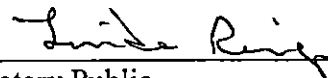
IN WITNESS WHEREOF, the Owners have hereunto set their hands and seals this 24th
day of April, 2018


Jeff Stubbs, President, Stubbs Home Center Inc.

State of Arkansas
County of Independence

On this the 24th day of April, 2018, before me,
Jeff STUBBS, the undersigned officer, personally appeared, Jeff Stubbs, known to
me to be the persons whose names are subscribed to the within instrument and acknowledged
that they executed the same for the purposes and consideration therein contained.

In witness whereof I hereunto set my hand and official seal.


Notary Public

My commission expires:
2-15-2021



IN WITNESS WHEREOF, the Owners have hereunto set their hands and seals this 24th
day of April, 2018.