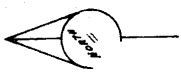


CONTRACT
 R. W. DAMRON
 LAKEVIEW, ARK. 72642
 Phone 501-431-5525

DEDICATION
 MR. R. W. DAMRON AND HELEN M. DAMRON BEING THE FEE OWNERS OF THE PROPERTY DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN. BE DO HEREBY DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS AS SHOWN.
 Helen M. Damron
 R. W. Damron

3384
 Recovery of
 HOWARD CREEK
 SUBDIVISION
 LAKEVIEW ARK. 72642

DESCRIPTION
 PART OF NE 1/4 SEC. 20 AND PART
 OF SW 1/4 SEC. 17, T20N, R17W



SCALE 1" = 400'
 MARCH 15, 1973

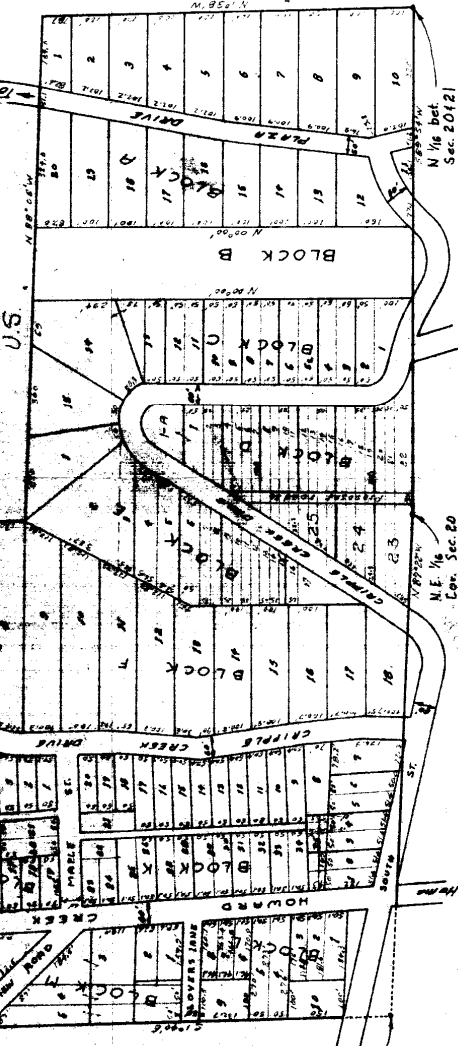
Particulars: Miss Creek I Reg. 247
 A. 247
 A. 247

NO.	DATE	BY	REVISIONS
1			
2			
3			
4			
5			
6			

CERTIFICATE OF SURVEY
 I HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE PROPERTY DESCRIBED HEREON. ALL LINES AND MEASUREMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 EUGENE P. GORRATH

RECORDED CERTIFICATE
 THIS PLAT FILED FOR RECORD IN MY OFFICE THIS
 15th DAY OF MARCH 1973

RECORDED IN PLAT BOOK PAGE
 COUNTY CLERK AND EXEMPT TO THE COUNTY



ACKNOWLEDGEMENT
 THE CERTIFICATION HEREON WAS SIGNED AND AFFIRMED BEFORE ME THIS 15th DAY OF MARCH 1973
 My commission expires 1/1/75

1/4 COR.
 between Secs. 17 & 20
 Sec. 20

FILED
 JUL 31 1973
 CLERK

C.N. 1/4 Cor.
 Sec. 20

80C

* * * * *

BILL OF ASSURANCE AND PROTECTIVE COVENANTS,

Howard Creek
Plat 332

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Morton Company, a partnership consisting of Richard F. Morton and John W. Morton, as partners, is the owner of the following described land in Baxter County, Arkansas, to-wit:

Howard Creek Subdivision, a subdivision consisting of part of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 20, and part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17, all in Township 20, North, Range 14, West.

That the above described land has been surveyed and platted into lots and blocks, streets and easements and shown in the map or plat recorded in Plat Book 2, at Page 80, in the Office of the Recorder of Baxter County, Arkansas, which is made a part hereof. A dedication has been made to the public of an easement over the roads shown in said map or plat for use as public streets and highways.

The said land as platted on said map or plat is known as Howard Creek Subdivision, and any and every instrument of conveyance of any part of said lands or any instrument affecting same, describing the same as lots and blocks or part thereof shall be deemed to be a good and sufficient description; and the lines, figures and marks on said map or plat outside the boundaries of said description are recited only for convenience and are not intended to and shall not bind the Morton Company, or its assigns. Said subdivision as laid off is composed of lots and blocks as shown, and the respective lots and blocks are of the approximate size and dimension shown on said map or plat and the ways designated as roads shall be of the

And said restrictions shall and are hereby declared to be made for the benefit of Morton Company, or its assigns, and all the owners or persons having an interest in any of the lots or lands included within the entire subdivision, and for the benefit of their grantees and persons at any time owning an interest in said land or part thereof, the owner or owners of any interest in any of the said lots or part thereof in said subdivision at any time during the life of said restrictions may enforce the observance of said restrictions by any other person whosever may threaten or attempt to violate the same.

All of the land in said Howard Creek Subdivision, except in Block A, B, C, D, E, F, G, and Q, except lots heretofore sold in other blocks, shall be subject to the following reservations:

1. All of said lots shall be restricted to single family residences only and no business, amusement house or nuisance may be built or maintained at any time upon any lot, and no commercial uses may be made of any buildings on any of said lots. Provided, however, that this paragraph is not intended to prevent normal rental of property by owner for periods of one month or longer and is not intended to prevent consultation with patients or clients within their home by professional persons. No buildings shall exceed two stories in height, excluding basement area.

2. The minimum ground floor square feet area of any dwelling constructed on the said lots in this subdivision shall be 900 feet excluding porches, garages, carports, breezeways.

3. Except servant's quarters for bona fide servants of the owner, not more than one residence shall be erected on any of said lots in said subdivision. No building may be erected closer to any lot or drive indicated on said plat or map than twenty-five feet to the front property line of five feet to any side lot line or rear lot line except if the side lot line is adjacent to a road, no building shall be erected nearer than ten feet to such side lot line. This restriction shall not prohibit an owner of more than one lot from building nearer to a side lot line than five feet except that such owner shall in no event erect a building on this premises nearer than five feet to an adjoining property owner. This restriction applies to the construction of a dwelling, garage, porch or an outbuilding of any kind, including carport.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved over the bounding five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements.

5. No billboards, posters or sign of any unsightly nature or such as would detract from the desirability of the neighborhood as a residential district shall be or remain upon any of said lots in said subdivision, except the owner may permit lot markers or "sold" signs, or sign advertising his property in the subdivision for sale, if said sign does not exceed six square feet in size.

6. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Arkansas State Board of Health, approval of such system as installed shall be obtained from such authority. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Arkansas State Board of Health, approval of such system as installed shall be obtained from such authority.

7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs or other household pets may be kept provided that they are not kept, bred, or maintained primarily for any commercial purpose.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or 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.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or any become an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. All permitted buildings shall be completed within 6 months of the beginning of construction.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. All driveways shall be constructed in such a manner as not to impair the existing drainage.

13. No junk cars or trucks will be allowed to be parked on the lot or on the street.

14. Invalidiation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

The protective covenants, safeguards and restrictions set forth in this Bill of Assurance, subject to amendments as provided herein, shall be and remain in full force and effect until August 13, 2018.

Morton Company, and its assigns, shall have and hereby reserve full power and authority in its own name to prevent any infringement and enforce observance of any of the conditions, limitations, restrictions or reservations contained in this instrument, but this right is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf against any person violating or threatening to violate any of the conditions, limitations, and restrictions. Failure of Morton Company or any lot owner to proceed by Civil action against any person violating or threatening to violate any of the conditions, limitations or restrictions shall not be construed as a waiver of the right to enforce same at a later date or as a waiver of the right to enforce compliance with any other restriction and Morton

on and after August 13, 2018, unless amended or cancelled as herein provided.
IN WITNESS WHEREOF Morton Company has hereunto signed its name and affixed its seal on
this 13th day of August, 1968.

MORTON COMPANY (SEAL)
By /s/ Richard F. Morton (SEAL)
Richard F. Morton
By /s/ John W. Morton (SEAL)
John W. Morton

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
County of Baxter)

Be it remembered, that on this day came before me, the undersigned, a notary public within and for the county aforesaid, duly commissioned and acting, Richard F. Morton and John M. Morton, to me well known, and stated that they had executed the foregoing Bill of Assurance and Protective Covenants on behalf of Morton Company, a partnership consisting of themselves as partners, for the consideration and purposes therein mentioned and et forth.
Witness my hand and seal as such notary public on this 13th day of August, 1968.

My Commission expires
January 9, 1972

/s/ R. J. Pratt
Notary Public

(SEAL)

FILED FOR RECORD September 5, 1968 ✓
at 1:45 P. M.
E. J. Linkston, Clerk

BY *E. J. Linkston* D. C.

Howard Creek
Plot 372

AMENDMENT
BILL OF ASSURANCE AND PROTECTIVE COVENANTS
KNOWN ALL MEN BY THESE PRESENTS:

That the undersigned, R.W. Dameron and Helen M. Dameron, his wife, being the owners of more than 50% of the lots and blocks embraced in Howard Creek subdivision, do hereby amend and modify the bill of assurance and protective covenants on said subdivision, which are dated August 13, 1968, and filed for record on September 5, 1968, and fingerprint record in Misc. Book I, at page 264, in the office of the clerk and ex-officio recorder for Baxter County, Arkansas, as follows:

1. Reservation number one shall be amended to read as follows: "1. All of said lots except lots 4 and 11, Block H, of this subdivision shall be restricted to single family residences only and no business, amusement house or nuisance may be built or maintained at any time upon any lot, and no commercial uses may be made of any buildings on any of said lots. Provided however, that this paragraph is not intended to prevent normal rental of property by owner for periods of one month or longer and is not intended to prevent consultation with patients or clients within their home by professional persons. No buildings shall exceed two stories in height, excluding basement area."
2. Reservation number two shall be amended to read as follows: "2. The minimum ground floor square feet area of any dwelling constructed on any lot with the exception of lots 4 and 11, Block H, of this subdivision, shall be 500 feet excluding porches, garages, carports, breezeways."
3. Reservation number three shall be amended to read as follows: "3. Except servant's quarters for bona fide servants of the owner, not more than one residence shall be erected on any of said lots in the subdivision with the exception of lots 4 and 11, Block H, of this subdivision. No building may be erected closer to any lot or drive indicated on said plat or map than twenty five feet to the front property line or five feet to any side lot line or rear lot line except if the side lot line is adjacent to a road, no building shall be erected nearer than ten feet to such side lot line. This restriction shall not prohibit an owner of more than one lot from building nearer to a side lot line than five feet except that such owner shall in no event erect a building on this premises nearer than five feet to an adjoining property owner. This restriction applies to the construction of a dwelling, garage, porch, or an outbuilding of any kind, including carport."

IN WITNESS WHEREOF, R.W. Dameron and Helen M. Dameron, his wife, have signed their name and affixed their seal this 9th day of December, 1971.
s/ R.W. Dameron
s/ Helen M. Dameron

STATE OF ARKANSAS
COUNTY OF BAXTER

Be it remembered that on this day came before me, the undersigned, a notary public within and for the county aforesaid, duly commissioned and acting, R.W. Dameron and Helen M. Dameron, to me well known and stated that they had executed the foregoing instrument for sufficient consideration.
Witness my hand and seal as such Notary public this 9th day of December, 1971.

s/ Peggy Blair,