

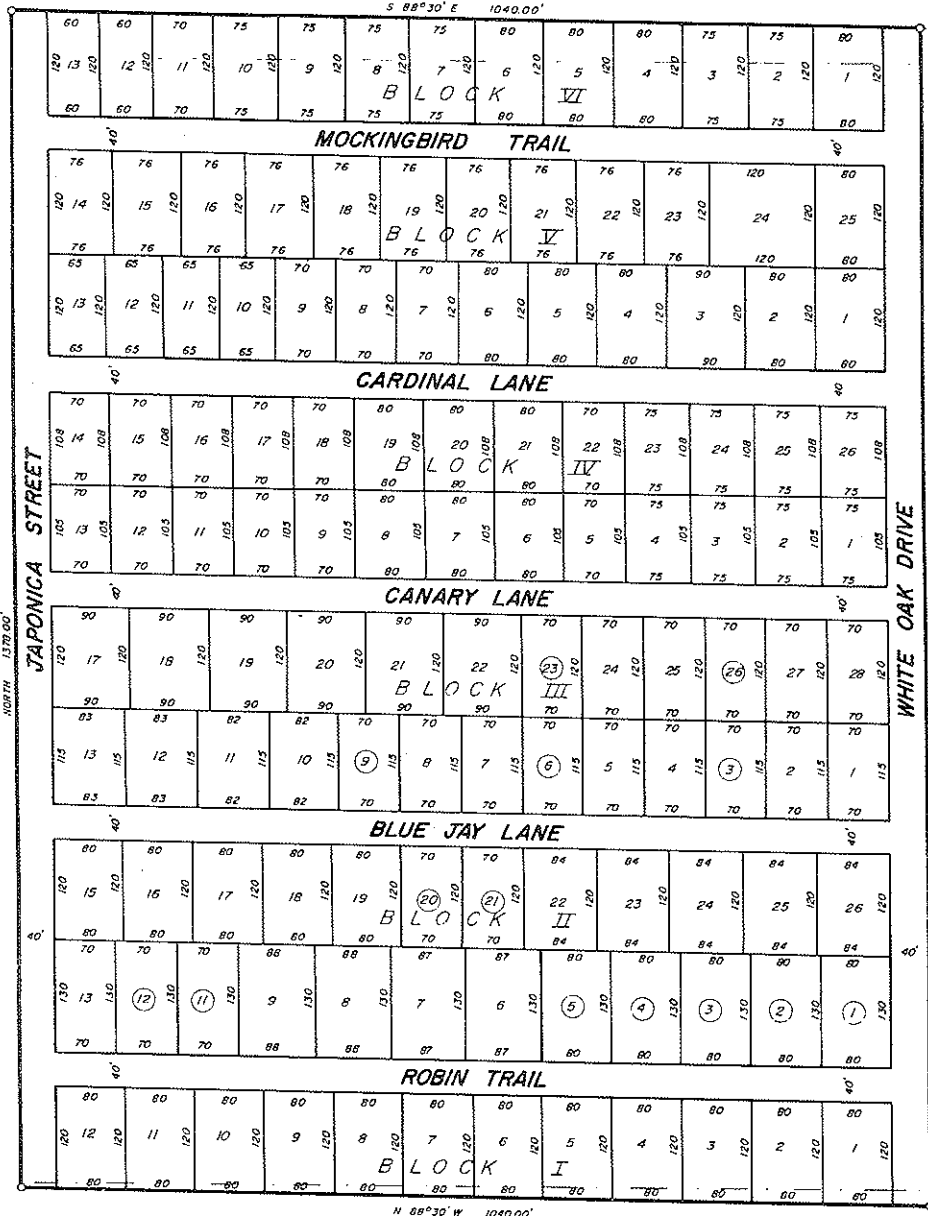
SO. FT. 1200

IRON PIN + CENTER SW 1/4 SECTION 20 T-21-N-R-18-W

SW 1/4 SW 1/4 SEC 20

DIAMOND POINT II SUBDIVISION

S 00°58'30" E 1200.00'



NW 1/4 NW 1/4 SEC 29

EVERGREEN PARK SUBDIVISION

Block II
Lots 14-15-16 missing

Block II
Lot 10 missing
Lot 14 missing

SURVEYORS NOTE:
This plat represents a revision of COUNTRY CLUB HILLS SUBDIVISION as surveyed and platted Oct. 1966, by the undersigned Surveyor. All lots secured herein are those sold by original plat, and are unaltered in lot and block number, designation, dimension, and location. Lot numbers 10 and 14 of Block III, and Lot numbers 14, 15, and 16 of Block II, are knowingly omitted herein to retain the original numbers as sold.

A 5 foot utility easement is reserved along the front or street line, and a 10 foot utility easement is reserved along the rear of lots shown herein.

CHARLES E. NEAL
SURVEYOR

SW 1/4 NW 1/4 SEC 29

Legal Description - Country Club Hills Revised:
Part of SW 1/4 SW 1/4 Sec 20, and part W 1/2 NW 1/4 Sec 29, T-21-N, R-18-W,
5th P.M., more particularly described as:

Starting at the center SW 1/4 Sec 20, T-21-N-R-18-W; thence S 00°58'30" W 1200.00 feet along the east line SW-SW Sec 20 to a point; thence N 88°30' W 82.30 feet to the point of beginning; thence SOUTH 1378.00 feet to a point in SW NW Sec 29; thence N 88°30' W 1040.00 feet to a point; thence NORTH 1378.00 feet to a point in SW Sec 20; thence S 88°30' E 1040.00 feet to the point of beginning, containing 32.9 acres.

PLAT OF SUBDIVISION
Country Club Hills - Revised
LOCATED IN

SW 1/4 SW 1/4 SEC 20 & W 1/2 NW 1/4 SEC 29 T-21-N-R-18-W

BOONE COUNTY ARKANSAS

JULY 19, 1971

CHARLES NEAL, R.L.S.

1" = 100'

DIAMOND ACRES INC.

BILL OF ASSURANCE

RESTRICTIONS ON COUNTRY CLUB HILLS (BLOCKS 1-6) SUB-DIVISION OF DIAMOND ACRES, INC. BOONE COUNTY, ARKANSAS. RECORDED IN BOOK NO. 101 PAGE 394-397 IN THE OFFICE OF CIRCUIT CLERK, HARRISON, ARKANSAS.

All lots shown on said plat are to be used for residential purposes only. No building shall be maintained or erected except that the owner shall install sewage disposal facilities which meet the requirements of the State Health Department.

Nothing shall be allowable on premises in any zone established which would in any way be offensive or obnoxious by reason of control, design, or the emission of odors, liquids, gases, dust, smoke, vibration or noise. Nor shall anything be placed, constructed or maintained that would any way constitute an eye sore or nuisance to adjacent property owners, residents, or to the community. No bee hives or breeding or raising of any insects, reptiles, or animals or fowls other than customary house pets are permitted.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless similarly approved.

No lots shown on said plats shall be resub-divided into plots, but a portion of a lot adjoining a lot may be used in connection there with and the total considered as a single building plot. The building line and side line setback shall be determined with reference to such increased plot.

No structure of a temporary character, trailer, basement, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

Setback restrictions shall apply to all structures constructed and erected on said property as follows:

Front yard—House 25 feet from property line.

Side yard—House 5 feet from property line.

Corner lots—House 25 feet from the front street.

House 10 feet from the side street.

Roof overhangs, steps, stoops and architectural projections are excepted.

No building in this Sub-Division shall be greater than two stories in height or higher from the average grade than 25 feet to any portion of the building except chimneys and architectural projections.

Garden walls, not to exceed 5 feet in height, may be constructed anywhere within the property line.

No building shall be constructed unless it contains a minimum of 1200 Sq. Ft. of living area.

Perpetual easements as shown on the plats for the use of utilities shall be maintained and become a restriction on each individual lot where they occur. 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 use of storage or disposal of such material shall be kept in a clean and sanitary condition.

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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

BILL OF ASSURANCE AND DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Diamond Acres, Inc. hold the title title to all the following described land situated in Boone County, Arkansas, to wit:

A tract of land in SW 1/4 SW 1/4 Section 20, and in W 1/2 NW 1/4 Section 29, T-21-N, R-18-W, 5th principal meridian, more particularly described as;

Starting at an iron pin as the center of SW 1/4 Section 20, T-21-N, R-18-W: thence S 00 degrees 58 feet W 1280.00 feet along the east line of SW 1/4 SW 1/4 Section 20 to a point thereon: thence N 88 degrees 30 feet W 82.3 Feet to the point of beginning of the tract herein described: thence South 1378.00 feet to a point in SW 1/4 NW 1/4 Section 29: thence N 88 degrees 30 feet W 1040.00

WITNESSETH that the above and foregoing contents of these presents are the true and correct intentions of the said Diamond Acres, Inc. as expressed by them in these presents, and that they have executed these presents for the purposes and consideration therein expressed.

feet to a point: thence North 1378.00 feet to point
in SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 20: thence S 88 degrees 30 feet
E 1040.00 feet to the point of beginning, containg 32.9
acres according to the survey thereof.

The Grantor, Diamond Acres, Inc., has caused said lands be surveyed and subdivided to lots, blocks and street. Said subdivision has been named and shall hence forth be known and designated as Country Club Hills Sub-Division (Blocks 1 (one) thru 6 (six) of Diamond Acres, Inc., Boone County, Arkansas.

Country Club Sub-Division (Blocks 1 thur 6) of Diamond Acres, Inc., Boone County Arkansas, contains one hundred thirty one (131) lots, and the Grantor has executed a plat showing the location of said lots and the number of demensions of the lots in said sub-division; also, the locations, widths, and names of the streets. All streets of said sub-division are hereby dedicated to the public for its use and benefits forever.

The plat of Country Club Hills Sub-Division (Blocks 1 thru 6) of Diamond Acres, Inc., Boone County, Arkansas, is recorded in Record Book No. _____ at page No. _____ in the office of Circuit Clerk and Recorder in and for Boone County, Arkansas.

As a part of this Bill of Assurance and Deed of Dedication, certain restrictions hereinafter referred to as "SubDivision Restrictions" are hereby placed on the lots of said plat of Valley View Sub-Division of Diamond Acres, Inc., Boone County, Arkansas.

SUBDIVISIONS RESTRICTIONS

The purpose of the restrictions is to provide uniform protection for all property owners in this subdivision by establishment of minimum standards of land use, building size, setback requirements and the prohibition of certain undesirable uses and practices for the entire subdivision.

I. LAND USE

All lots shown on said plat are to be used for residential purposes only. No building shall be maintained or erected except that the owner shall install sewage disposal facilities which meet all the requirements of the State Health Department.

II. GENERAL PROVISIONS

(a) Nothing shall be allowable on premises in any zone established which would in any way be offensive or obnoxious by by reason of control, design, or the emission of odors, liquids, gases, dust, smoke, vibration or noise. Nor shall anything be place, constructed or maintained that would in any way constitute an eye sore or nuisance to adjacent property owners, residents, or to the community. No bee hives or breeding or raising of any insects, reptiles, or animals or fowls other than customary house pets are premitted.

(b) No building shall be erected, place or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures and as to the location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

The architectural control committee is composed of Henry W. Dietz, Otta Dein, and Fred Barr. A majority of the committee may designate a prerrepresentative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor it

designated representative shall be entitled to any compensation for services preformed pursuant to covenant. At any time, the then record owners of majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required, in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(c) No lots as shown on said plats shall be resubdivided into building plots, but a portion of a lot adjoining a lot may be used in connection therewith and the total considered as a single building plot. The building line and side line setback shall be determined with reference to such increased plot.

(d) No structures of a temporary character, trailer, basement, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

(e) All residence constructed on the property herein shall be for residential purposes only and the use of said residences for the practice of any professional or commercial and business use of any kind is prohibited.

III. SETBACK LIMITATIONS

Setback restrictions ahll apply to all structures constructed and erected on said property as follows:

Front yard ----- House 25 feet from property line.

Side yard ----- House 5 feet from property line.

Corner lots----- House 25 feet from the front street
House 10 feet from the side street.

Roof overhangs, steps, stoops and architectural projections are excepted.

IV. HEIGHT LIMITATIONS

No building in this subdivision shall be greater than two stories in height or higher from the average grade than 25 feet, to any portion of the building except chimneys and architectural projections.

Garden Walls - garden walls, not exceeding 5 feet in height, may be constructed anywhere within property line.

V. AREA LIMITATIONS

No building shall be constructed unless it contains a minimum of 1200 sq. ft. of living area.

VI. EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE

Perpetual easements as shown on the plats for the use of utilities shall be maintained and become a restrictions on each individual lot where they occur.

VII. GARBAGE AND REFUSE DISPOSAL

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 use of storage or disposal of such material shall be kept in a clean and sanitary condition.

VIII. SIGHT DISTANCE AT INTERSECTION

No fence, wall, hedge or shrubs planting which obstructs sight lines at elevations between

2 and 6 feet above the roadways shall be placed or permitted to remain on any within the triangular area formed by the street property lines and line connecting them at points 25 feet from the interesection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of driveway or alley pavement. No trees shall be premitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-line.

IX. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.

X. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damage, and failures or neglect to enforce any provision hereof shall not constitute a waiver or operate as a estoppel.

XI. SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS my hand and seal on the 30th day of August, 1967.

(CORP. SEAL)

DIAMOND ACRES, INCORPORATED

Henry W. Dietz
President

Henry W. Dietz IV
Vice President

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)ss
COUNTY OF BOONE)

On this 30th day of August, A.D. 1967, before me, the undersigned, a notary public in and for the county and state aforesaid, personall appeared Henry W. Dietz and Henry W. Dietz IV to me known to be the identical persons who signed the name of the maker thereof to the within and foregoing instrument as its PRESIDENT and VICE PRESIDENT and acknowledge to me that the seal affixed hereto is the corporate seal of the corporations and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)

Jane S. Chandler

My Commission Expires: 6-1-71

Filed for Record 30th day of August 1967 at 3:30 o'clock P. M.

Troy Andrews, Clerk

Irene J. Andrews, D. C.

designated representative shall be entitled to any compensation for services performed pursuant to covenant. At any time, the then record owners of majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required, in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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