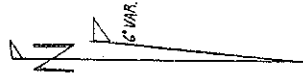


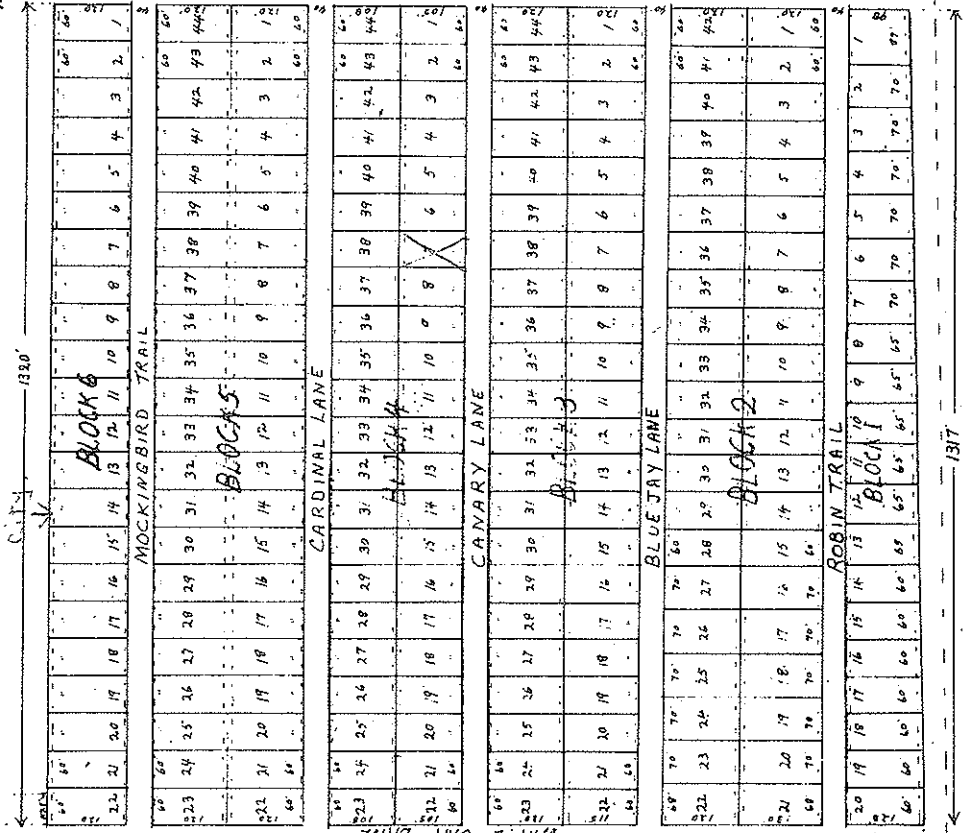
800 SQ. FT.  
 ord 106-90  
 passed 11/14/90

EVERGREEN PARK  
 SUBDIVISION

BROKEN LINES INDICATE  
 ALLEGEDLY 5 FEET OR  
 MORE VARIATION OF  
 10 FEET OR MORE OF LOTS.



SCALE 1" = 100'



DESCRIPTION:  
 COMMENCING AT THE SW CORNER OF THE  
 NE 1/4 OF THE SW 1/4 IN SECTION 20 TOWNSHIP  
 21 NORTH, RANGE 18 WEST IN BOONE CO.,  
 ARK. 2ND RUN SOUTH 1280 FEET TO RED  
 POINT OF BEGINNING, THENCE N. 88°40' W.  
 47.5 FEET, THENCE SOUTH 1380 FEET,  
 THENCE S. 88°40' E. 1317 FEET, THENCE  
 NORTH TO A POINT 1280 FEET SOUTH OF  
 THE NORTH BOUNDARY LINE THEREOF,  
 THENCE N. 88°40' W. TO RED POINT OF  
 BEGINNING. SUBJECT TO ROAD RIGHT  
 OF WAY IF ANY.

11/14/69  
 Witness: Jay Ervine  
 Surveyor  
 (Chancellor) Boyd Duncan  
 Oliver Wilson

1320' W. BOUNDARY  
 1317' E. BOUNDARY

# DIAMOND ACRES INC.

## BILL OF ASSURANCE

RESTRICTIONS ON ..... EVERGREEN PARK ..... SUB-DIVISION OF DIA-  
MOND ACRES, INC. BOONE COUNTY, ARKANSAS. RECORDED IN BOOK NO. .... PAGE .....  
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 ..... <sup>500</sup>500 ..... 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.



DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That DIAMOND ACRES, INC., a corporation organized and existing under the laws of the State of Arkansas, being the owner of the following described tract or parcel of land lying in the County of Boone and State of Arkansas, to-wit:

EVERGREEN PARK SUB DIVISION, IN the Incorporated town of Diamond City, Boone County, Arkansas, Commencing at the Southwest corner of the NE¼ of the SW¼ in Section 20 Township 21 North, Range 18 West in Boone County, Arkansas, South of White River, and run South 1280 feet to real point of beginning, thence N. 88° 40' W. 47.5 feet, Thence South 1380 feet, Thence S. 88° 40' E. 1317 feet, Thence North to a point 1280 feet south of the North boundary line thereof, Thence N. 88° 40' W. to real point of beginning. Subject to road right of way if any.

does hereby plat and lay out into a sub-division, composed of lots and parts of lots, as set out in detail on the attached survey and plat, made and certified by Jay Grimm, surveyor in Carroll County, Arkansas, which is made a part hereof as Exhibit "A".

Said Sub-division shall be known and hereafter referred to as Evergreen Park Sub-Division; and it does hereby dedicate for common use by owners of land in said sub-division forever all streets of width, length and location as set out on the plat herein above referred to, subject to any subservient easements for gas, water, electrical, and telephone lines heretofore as hereafter granted by the grantor herein.

IN WITNESS WHEREOF, the said DIAMOND ACRES, INC. has caused these presents to be signed by its President and its Secretary and its Corporated seal to be hereunto affixed this 24th day of January, 1964.

(CORP. SEAL)

DIAMOND ACRES, INC.  
 BY Henry W. Dietz  
 President  
 BY Nannie M. Dietz  
 Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS  
 COUNTY OF BOONE SS

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, Henry W. Dietz and Nannie M. Dietz, to me well known as the President and Secretary of Said Diamond Acres, Inc. and stated that they had executed the same Deed of Dedication for the considerations and purposes therein mentioned and set forth.

Witness my hand and seal such Notary Public on this 24th day of January 1964.

(SEAL)

My Commission expires: December 20, 1967

Gwendola M. Villines  
 Notary Public

BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

That Diamond Acres, Inc. holds the title to all the following described lands situated in Boone County, Arkansas, to-wit:

Commencing at the Southwest corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  in Section 20 Township 21 North, Range 18 West in Boone County, Arkansas, South of White River, and run South 1280 feet to real point of beginning, thence N. 88° 40' W. 47.5 feet, thence South 1380 feet, Thence S. 88° 40' E. 1317 feet, Thence North to a point 1280 feet south of the North boundary line thereof, Thence N. 88° 40' W. to real point of beginning.

Subject to road right of way if any.

The Grantor, Diamond Acres, Inc., has caused said lands to be surveyed and subdivided to lots, blocks and streets. Said subdivision has been named and shall henceforth be known and designated as Evergreen Park Sub-Division of Diamond City, Boone County, Arkansas. Evergreen Park Sub-Division of Diamond City, Boone County, Arkansas contains Two hundred sixteen (216) lots, and the Grantor has executed a plat showing the locations of said lots and the number and dimensions of the lots in said subdivision; 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 Evergreen Park Sub-Division of Diamond City, Boone County, Arkansas is recorded in Record Book 27, at page 453-454 in the office of the Circuit Court Clerk and Ex-Officio Recorder in and for Boone County, Arkansas.

As a part of this Bill of Assurance certain safeguards and restrictions hereinafter referred to as "Subdivision Restrictions" are hereby placed on the lots of said plat of Evergreen Park Sub-Division of Diamond City, Boone County, Arkansas

SUBDIVISION 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 undersirable 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 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 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 and fowls other than customary house pets are permitted.

(b) 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 structures have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to 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, Carl L. Ungerer, and Harold Whitenack. A majority of the committee may designate a representative 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 its 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 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, tent, shack, garage, barn or other out-buildings 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 profession or commercial and business use of any kind is prohibited.

### III. SETBACK LIMITATIONS

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

- Front yard - 25 feet from property line.
- Side yards - 5 feet from property line.
- Corner lots - 25 feet from the front street.  
10 feet from side streets.

cw

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

#### IV. HEIGHT LIMITATIONS

No building in this subdivision shall be greater than two stories in height no 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 lines.

#### V. AREA LIMITATIONS

No building shall be constructed unless it contains a minimum of 500 square feet.

#### 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 restriction on each individual lot where they occur.

#### VII. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping gound 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.

#### VIII. SIGHT DISTANCE AT INTERSECTION

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points 25 feet from the intersection 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 a driveway or alley pavement. No trees shall be permitted 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

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

WITNESS my hand and seal on the 24th day of January, 1964.

(CORP. SEAL)

DIAMOND ACRES, INCORPORATED

Henry W.Dietz

Nannie M.Dietz

IN WITNESS WHEREOF, Diamond Acres, Incorporated has this 24th day of January, 1964, appeared before me and signed the foregoing instrument.

SEAL

Gwendola M.Villines  
Notary Public

My commission expires Dec. 20, 1967.

Filed for Record 27 day of January 1964 at 3:45 o'clock P.M.

Troy Andrews, Clerk

Irene J.Andrews D.C.

Recorded in Deed Record "91" at pages 515-519.



CORRECTED DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That whereas on January 24, 1964 Diamond Acres, Inc., an Arkansas corporation, did by its Deed of Dedication appearing in Boone County Deed Record Book 91 at page 515 plat and lay out a certain subdivision designated Evergreen Park Subdivision according to a certain plat of record in Record Book 27 at page 453; and,

Whereas, the description contained in said Deed of Dedication and notes appended to said plat is insufficient by reason of errors and omissions therein, and a correct description of said lands so platted and dedicated, as set forth in corrected certificate by Jay Grim, the platting surveyor, hereto attached, is as follows:

A part of the S $\frac{1}{2}$  SW $\frac{1}{4}$  Section 20 and a part of the NW $\frac{1}{4}$  of Section 29, all in Township 21 North, Range 18 West, South of White River in Boone County, Arkansas, described as follows: Commencing at the SW corner of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  Section 20, Township 21 North, Range 18 West, South of White River and run South 1280 feet for real place of beginning; thence North 88 degrees 40 Minutes West 47.5 feet; thence South 1380 feet; thence South 88 degrees 40 minutes East 1317 feet; thence North to a point 1280 feet south of the south boundary line of the said NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 20; thence North 88 degrees 40 minutes West to real point of beginning, subject to road right of way, if any.

Diamond Acres, Inc. hereby corrects the dedication aforesaid to reflect the true description of the lands thus dedicated as set out above, and in all other respects and particulars hereby affirms the provisions, terms and conditions of said original dedication.

IN TESTIMONY WHEREOF, said Diamond Acres, Inc. has caused these presents to be signed by its president, attested by its secretary, and its corporate seal hereunto affixed this 26 day of February, 1965.

Corp. (SEAL)

ATTEST:

Nannie M. Dietz

Nannie M. Dietz, Secretary

DIAMOND ACRES, INC.

BY: Henry W. Dietz

Henry W. Dietz, President

ACKNOWLEDGMENT

STATE OF ARKANSAS)  
COUNTY OF BOONE )SS.

On this 26 day of February, 1965, before me, the undersigned, Notary Public, personally appeared HENRY W. DIETZ and NANNIE M. DIETZ, each to me personally known, who stated and acknowledged that they are the President and Secretary, respectively, of Diamond Acres, Inc., an Arkansas Corporation, and that they as such President and Secretary, respectively being authorized so to do, executed the foregoing instrument in the name and behalf of said corporation, for the considerations and purposes therein set forth.

cw

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

W.S.Walker  
NOTARY PUBLIC

My Commission Expires:  
2/7/66

REVISED DESCRIPTION OF EVERGREEN  
PARK SUBDIVISION SUPERSEDING THE  
DESCRIPTION SET OUT IN DEED RECORD  
BOOK 27 AT PAGE 453:

A part of the S $\frac{1}{2}$  SW $\frac{1}{4}$  Section 20 and a part of the NW $\frac{1}{4}$  of Section 29, all in Township 21 North, Range 18 West, South of White River in Boone County, Arkansas, described as follows: Commencing at the SW Corner of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  Section 20, Township 21 North, Range 18 West, South of White River and run South 1280 feet for real place of beginning; thence North 88 degrees 40 minutes West 47.5 feet; thence South 1380 feet; thence South 88 degrees 40 minutes East 1317 feet; thence North to a point 1280 feet south of the south boundary line of the said NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 20; thence North 88 degrees 40 minutes West to real point of beginning, subject to road right of way, if any.

I hereby certify that the foregoing is the correct description of the said subdivision according to a survey made by me on Dec. 14, 1962.

Jay Grim, SURVEYOR

Filed for Record 26 day of Feb. 1965 at 2 P.M.

Troy Andrews, Clerk

Recorded in Deed Record "95" at page 12-13.

## P L A T

At page 5 of Plat Book "3" in the office of the Circuit Clerk & Ex-Officio Recorder of Boone County, Arkansas appears a Plat of:

EVERGREEN PARK SUBDIVISION  
TRACT PLAT  
DIAMOND ACRES, INCORPORATED  
PART NW 1/4 SECTION 29 T-21-N R-18-W  
BOONE COUNTY ARKANSAS  
APRIL 23, 1973

## LEGAL DESCRIPTION:

Part of NW 1/4 Section 29, T-21-N, R-18-W, South of White River, 5th Principal Meridian, more particularly described as: Starting at the NE corner SE 1/4 NW 1/4 Section 29, T-21-N, R-18-W: thence N 89°42' W 50.03 feet along the north line of said SE 1/4 NW 1/4 to the point of beginning of the lands herein described, said point being 10.00 feet west of the west right of way line of Arkansas Highway Number Seven (7): thence S 01° 25' W 133.27 feet along a line 10.00 feet west of and parallel to said west right of way line to a point: thence S 89° 54' W 105.18 feet to a point: thence S 89°51' W 115.01 feet to a point: thence N 88°39' W 115.06 feet to a point: thence S 89°51' W 115.01 feet to a point: thence S 89°58' W 280.00 feet to a point: thence N 86°22' W 120.33 feet to a point: thence N 84°56' W 120.61 feet to a point: thence S 87°26' W 120.06 feet to a point: thence S 86°01' W 120.20 feet to a point: thence S 89°50' W 120.01 feet to a point in SW 1/4 NW 1/4, said Section 29: thence N 00°39' W 124.00 feet to a point: thence N 89°21' E 1335.41 feet to a point in NE 1/4 NW 1/4, said Section 29: thence S 01°25' W 11.84 feet to the point of beginning, containing 175,347 square feet or 4.02 acres according to the Neal survey thereof, subject to utilities easements.

A five (5) foot utility easement is reserved along the front or street line, and a ten (10) foot utility easement is reserved along the rear of all lots. Said lots are subject to underground and overhead utilities, as existing, but not shown hereon. (Electric-Telephone-Water)

## CERTIFICATE OF SURVEY:

I, Charles F. Neal, Registered Land Surveyor Number 127, State of Arkansas, do hereby certify that I have surveyed the lands shown and described hereon, and this plat correctly represents the survey thereof, and that same is true and correct.

SEAL:

CHARLES F. NEAL, REGISTERED LAND SURVEYOR  
STATE OF ARKANSAS NO 127  
Charles F. Neal, Signature

Aug. 27, 1974 Approved - Walter Griggs, Mayor  
George O. Johnson, Chairman  
of Planning Commission  
Diamond City, Arkansas