

SPRING PARK SUB-DIVISION

OF
DIAMOND CITY, BOONE COUNTY,
ARKANSAS

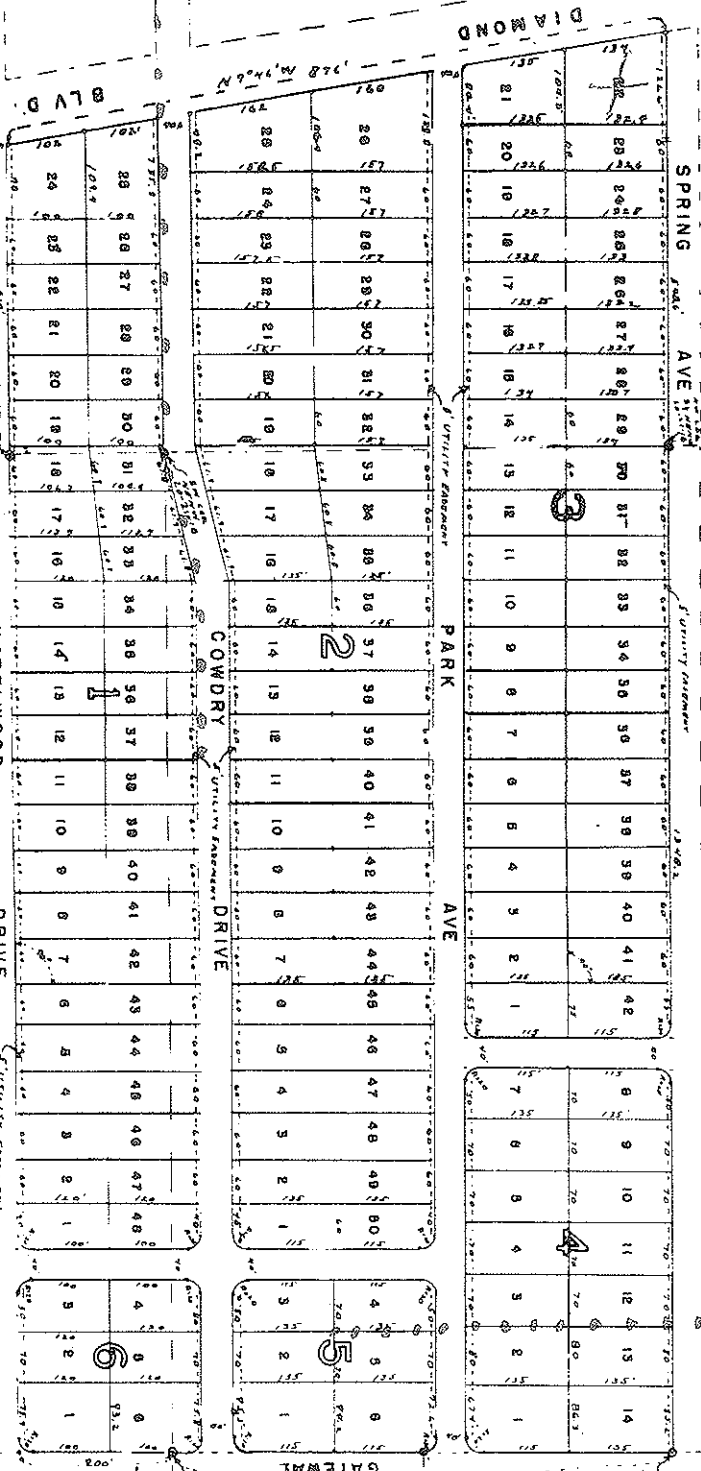
Being a part of the Northeast Quarter of Section 20, Township 21 North, Range 18 West, South of White River, Deeded and quitclaimed by the Northwest corner of the South east Quarter of the Northeast Quarter of said Section 20, from the South 200 ft. line of the same to the North line of the same, in a point 200 feet South of the Northeast corner; thence West 410 feet; East side of Diamond Blvd.; thence North 92 feet West along East side of DIAMOND BLVD. 270 ft.; thence East 242.5 feet to the Northeast corner of the South half of the NE NW 30c 20; thence East on North line of said Twenty 1248.2 feet to the Northeast corner; thence South on East line 650 ft. to point of beginning.

SURVEYED AND PLATTED
1962 BY

Raymond E. Gustin
BOONE COUNTY SURVEYOR

Problem #13
Reference

*Force
main*



800 SQ FT
and 106-90
M/14141

DIAMOND ACRES INC.

BILL OF ASSURANCE

RESTRICTIONS ON SPRING PARK SUB-DIVISION OF DIAMOND ACRES, INC. BOONE COUNTY, ARKANSAS. RECORDED IN BOOK NO. 88 PAGE 393 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 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 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 of500..... 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.