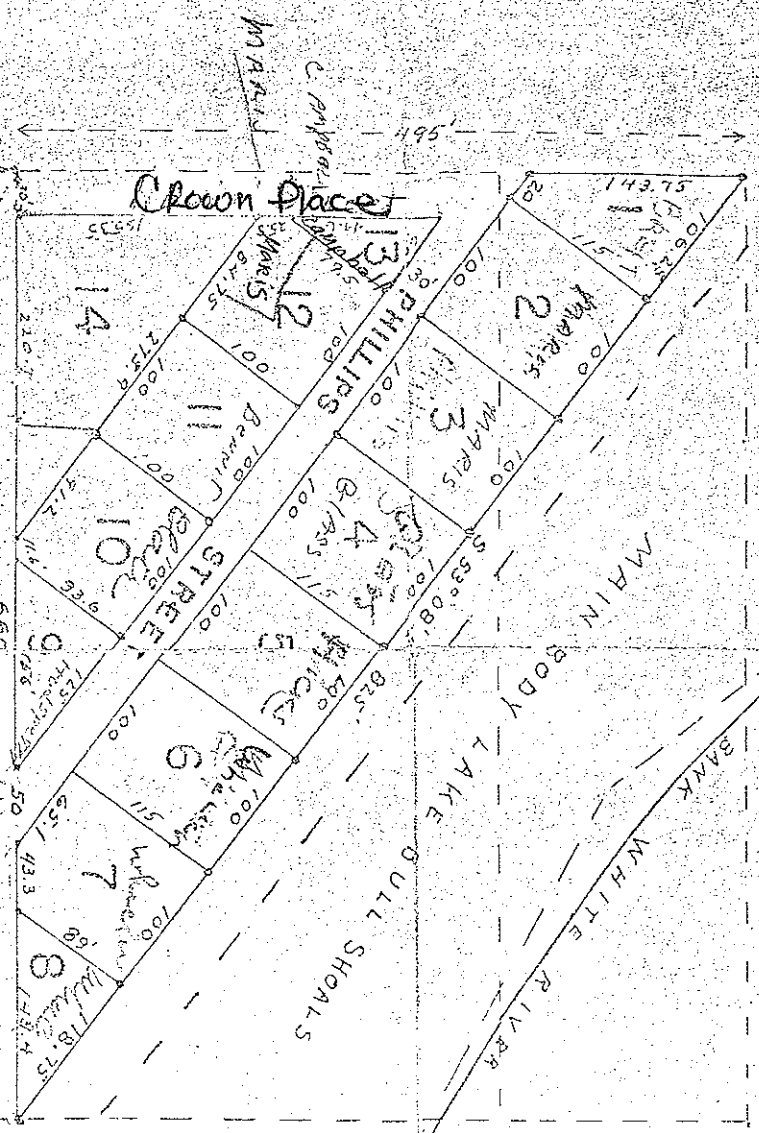


CAMPBELL POINT ESTATES

Being a Part of the Fractional Northeast Quarter of Section 17, Township 21 North, Range 18 West, Described as Follows: Beginning at the Southwest Corner Run Thence North 33° 0' East to Point of Real Beginning; Thence North 42° 5' Thence South 53 Degrees and 08 Minutes East 825 ft; Thence West 660 ft. to Point of Real Beginning. Containing 3.75 ACRES Lying South of White River.

SURVEYED 1950 HOWARD
PLATTED 1962 BY
Raymond C. Winn
BOONE COUNTY SURVEYOR



1500 Sg ft
Ord # 106-90
11/14/90

f. Easements for Public Utilities and Drainage.

Perpetual easements 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 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.

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 20-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 lines limitations shall apply on any lot within 10 feet from the intersection of a street property permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight line.

IX. Enforcement. Enforcement shall be by proceedings at law or in equity against any person(s) 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 an estoppel.

X. Severability. 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.

XI. Effectiveness. This ord. shall be in full force and effect from and after its publication and all ords. in conflict with same are hereby repealed, provided that the terms of this ord. shall be accepted by the Grantee within thirty days after its passage and publications.

(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.

(c) The architectural control committee composing of 3 members shall be appointed by the City Council.

(d) Upon approval by the architectural control committee the City Recorder will issue a building permit at a cost of \$1.00.

(e) 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.

(f) No structures of a temporary character trailer, basement, tent, shack, garage, barn or other out-building shall be used in any lot at any time as a residence either temporarily or permanently, except in Lake Forrest Subdivision, Blocks 1, 2, and 3 where trailers may be used.

(g) All residence constructed on the property herein shall be for residential purposes only and the use of said residence 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 front street, 10 feet from 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 nor higher from the average grade than 25 feet, to any portion of the building except chimneys and architectural projections.

Garden Wall - 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 for each subdivision as follows:

Diamond Point Subdivision		1000	Square	Feet
Gold Coast	"	800	"	"
Gold Coast II	"	800	"	"
Cedar Heights	"	500	"	"
Cedar Heights II	"	500	"	"
Spring Park	"	500	"	"
Lake Forrest	"	500	"	"
Crown Point	"	800	"	"

Restrictions

NOTE: Ord. #10 appears in the ledger between Ord. #33 and Ord. #32, and was so inserted herein.

ORDINANCE #7: AN ORD. TO ACCEPT THE FOLLOWING SUBDIVISION INTO THE INCORPORATED LIMITS OF DIAMOND CITY. (March 16, 1964)

Effectiveness: This ord. shall be in full force and effect from and after its publication and all ords. in conflict with same are hereby repealed, provided that the terms of this ord. shall be accepted by the Grantee within thirty days after its passage and publications.

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

Diamond City, Boone Co., Ark., as recorded in record book 27 at page 400 in the office of the Circuit Court Clerk and Ex-Officio recorder in and for Boone Co., Ark.

Gold Coast Subdivision of the incorporated town of Diamond City, Boone Co., Ark., as recorded in record book 27 at page 404 in the office of the Circuit Court Clerk and Ex-Officio recorder in and for Boone Co.

Lake Forest Subdivision of the incorporated town of Diamond City, Boone Co. Ark., as recorded in record book 27 at page 409 in the above-mentioned place.

Gold Coast Second Subdivision (etc.), Book 27, Page 419.

Cedar Hights Subdivision, Book 27, Page 411.

Spring Park Subdivision, Book 27, Page 425.

Crown Point Subdivision, Book 27, Page 429.

Diamond Point Subdivision, Book 27, Page 447.

Crestwood Subdivision, Book 27, Page 441.

Greenbriar 1 Subdivision, Book 27, Page 415.

Greenbriar 11 Subdivision, Book 27, Page 402.

Greenbriar 111 Subdivision, Book 27, Page 451.

1. Land Use. All lots shown on said plats are to be used for residential purpose only excluding Seven (7) lots in Block Five (5) and the Nine (9) lots in Block One (1), lots 8, 9, and 10 in Block Six of the Gold Coast Subdivision to Diamond City; these lots may be used for either professional or business and have been approved by the local State Health Officer and a certificate issued. No building shall be maintained or erected except the owner shall install sewage disposal facilities which meet all the requirements of the State Health Dept.

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, vibrations or noise. Nor shall anything be placed, constructed or maintained that would in any way constitute an eyesore 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.

It is expressly agreed and understood by the Grantor and Grantee that the aforesaid payment shall constitute and be considered as complete payment and discharge by the Grantee, its successors and assigns, of all licenses, fees, charges, impositions or taxes of any kind (other than automobile license fees, special millage taxes, general ad valorem taxes and other general taxes applicable to all citizens and tax payers) which are now or might in the future be imposed by the Grantor under authority conferred upon the Grantor by law. In the event such other tax or taxes are imposed by Grantor, the obligation of the Grantee set forth in Sec. 9 hereof, to pay the Town the sum of 4.25% annually of the gross residential and commercial electric revenues shall immediately terminate.

Sec. 10: Electric service furnished the Grantor for street lighting and other purposes shall be paid for by the Grantor in accordance with the applicable rate schedules of the Grantee now on file and/or as they may in the future be filed by the Grantee and approved by the Ark. Pub. Serv. Comm. or other regulatory authority having jurisdiction. The Grantee shall have the privilege of crediting any amount due Grantor with any unpaid balances due said Grantee for electric service rendered to said Grantor.

Sec. 11: Nothing herein shall be construed to prohibit any person, firm, or corporation from owning and operating facilities for generating, distributing, or furnishing electric energy for his or its own use or the use of his or its tenants, all of which facilities and use are wholly on the same premises owned by such person, firm or corporation.

Sec. 12: Upon written acceptance by Grantee, this Ord. shall constitute a contract between grantor and the Grantee, and its successors and assigns.

Sec. 13: If any provision, clause, word, section or grant of this Ord., or the application thereof to any person or circumstance be held invalid, such invalidity shall not affect any other provision, clause, work, section or grant of this Ord. which can be given effect without the invalid provision or application, and to this end said provisions, clauses, words, sections and grants are hereby declared to be severable.

Sec. 14: All ordinances and parts of ords. in conflict herewith, including, but no limited to Ord. #5 dated Oct. 17, 1961, are hereby repealed.

Sec. 15: It has been found, and is hereby declared by the Town Council that the present franchise contract for electric service is obsolete and that there is an urgent need to clarify and bring up to date the terms and provisions of the franchise under which electric service is provided to the Town and other consumers therein, to agree upon adequate franchise tax by the utility furnishing such service to the Town and to fix terms and conditions for the use of Town streets, alleys and other public grounds for electric facilities; that it is in the public interest, convenience and necessity for electric facilities that there be no unnecessary duplication of such facilities; and that enactment of this Ord. will provide these benefits to the Town and its citizens. Therefore, an emergency is declared to exist, and this Ord. being necessary for the preservation and advancement of the public peace, health and safety, shall take effect and be in full force from and after the date of its approval. Approved: Nov. 15, 1965.

P L A T

At page 417 of Plat-Annex-Deed-Bk-27 and Plat Book 1, in the office of Recorder of Boone County, Arkansas, appears Plat of:

CAMPBELL POINT

ESTATES

LAND

Being a part of the Fractional Northeast Quarter of Section 17, Township 21 North, Range 18 West, Described as follows: Beginning at the Southwest Corner Run thence North 330 feet to point of real beginning; thence North 495 ft; thence South 53 degrees and 08 Minutes East 825 ft; thence West 660 ft. to point of real beginning. Containing 3.75 acres lying South of White River.

Surveyed 1950 Howard

Platted 1962 By

Raymond Erwin

Boone County Surveyor

Filed for record this 22 day May 1960 at 4 o'clock P. M.

Troy Andrews, Clerk

For deed of Dedication see Book 87 P. 128

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That we, John Roy Campbell and Dorothy Jo Campbell, his wife, being the owners of the following described tract or parcel of land in Boone County, Arkansas, to-wit:

Being a part of the Fractional Northeast Quarter of Section 17, Township 21 North, Range 18 West, described as follows: Beginning at the Southwest corner run thence north 330 feet to point of real beginning; thence north 495 feet, thence south 53 degrees and 08 minutes east 825 feet, thence west 660 feet to point of real beginning, containing 3.75 acres, lying south of White River.

We do hereby plat and lay out the said lands into a subdivision, composed of Lots and parts of Lots, as more particularly set out in detail on the attached survey and plat, made and certified by the Surveyor of Boone County, Arkansas, which is made a part hereof as Exhibit "A".

Said Subdivision shall be known as hereafter referred to as "CAMPBELL POINT ESTATES", and, we do hereby dedicate for COMMON USE by owners of land in said subdivision 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 or hereafter granted by the grantors herein.

Incident to the within dedication and as a covenant thereof, all said lots as herein platted and laid out shall be and is restricted as a residential area and none of said lots shall be used except for residential purposes. The ground floor area of all main structures shall be not less than 800 sq. ft.; and there shall be no detached garages, carports or other buildings. No buildings shall be located on any lot nearer than fifteen (15) feet to any street line. For the purpose of this covenant eaves and open steps shall not be considered as part of a dwelling.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or out building shall be used on any lot as a residence, either temporarily or permanently, All buildings shall be served by standard septic tanks, No cess pools may be used.

IN TESTIMONY WHEREOF, we set out hands and seals this 22 day of May, 1962.

Dorothy Jo Campbell

John Roy Campbell

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BOONE

On this day personally appeared before the undersigned, a Notary Public, JOHN ROY CAMPBELL AND DOROTHY JO CAMPBELL, to me personally well known who stated and acknowledged that they had executed the foregoing deed for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 22nd day of May, 1962.

My Commission exp. November 12, 1962
(SEAL)

Frances Spence
Notary Public

Filed for Record 22 day of May, 1962 at 4 P. M. and Recorded in Deed Record Book 87 at page 128

This Deed prepared by Eugene W. Moore, Harrison, Arkansas.

Filed for record on this 22nd day of May, 1962, at 2 o'clock P.M.

Campbell Point Estates

Troy Andrews, Clerk

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

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no detached garages, carports or other buildings. No buildings shall be located on any lot nearer than fifteen (15) feet to any street line. For the purpose of this covenant eaves and open steps shall not be considered as part of a dwelling.

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IN TESTIMONY WHEREOF, we set out hands and seals this 22 day of May, 1962.

Dorothy Jo Campbell

John Roy Campbell

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BOONE

On this day personally appeared before the undersigned, a Notary Public, JOHN ROY CAMPBELL AND DOROTHY JO CAMPBELL, to me personally well known who stated and acknowledged that they had executed the foregoing deed for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 22nd day of May, 1962.

My commission exp. November 12, 1962.

Frances Spence
Notary Public

(SEAL)

Filed for record 22 day of May, 1962, at 4 o'clock P.M.

Troy Andrews, Clerk