

LEGAL DESCRIPTION - COUNTRY CLUB HILLS SUBDIVISION

A tract of land in S 1/2 SE 1/4 Section 19 and in SW 1/4 SW 1/4 Section 20, T-21-N, R-18-W, 5th Principal Meridian, more particularly described as: Starting at a stone monument at the SW corner SE 1/4 SE 1/4 Section 19, T-21-N, R-18-W; thence N 01°06' E 114.90 feet along the west line of said SE 1/4 SE 1/4 to the point of beginning of the tract herein described; thence N 89°41' W 146.91 feet to a point; thence N 00°00' E 839.82 feet to a point; thence S 89°41' E 144.57 feet to a point in SW 1/4 Section 20, said point being the point of curvature of a radius curve right; thence SOUTHEASTERLY along said curve right having a radius of 20.00 feet, an arc distance of 31.83 feet to the point of tangency thereof; thence S 01°30' W 939.58 feet to a point; thence N 89°41' W 1491.03 feet to a point in SE 1/4 SE 1/4 Section 19; thence N 00°40' E 120.00 feet to a point; thence N 89°41' W 113.09 feet to the point of beginning, containing 38.00 acres according to the survey thereof.

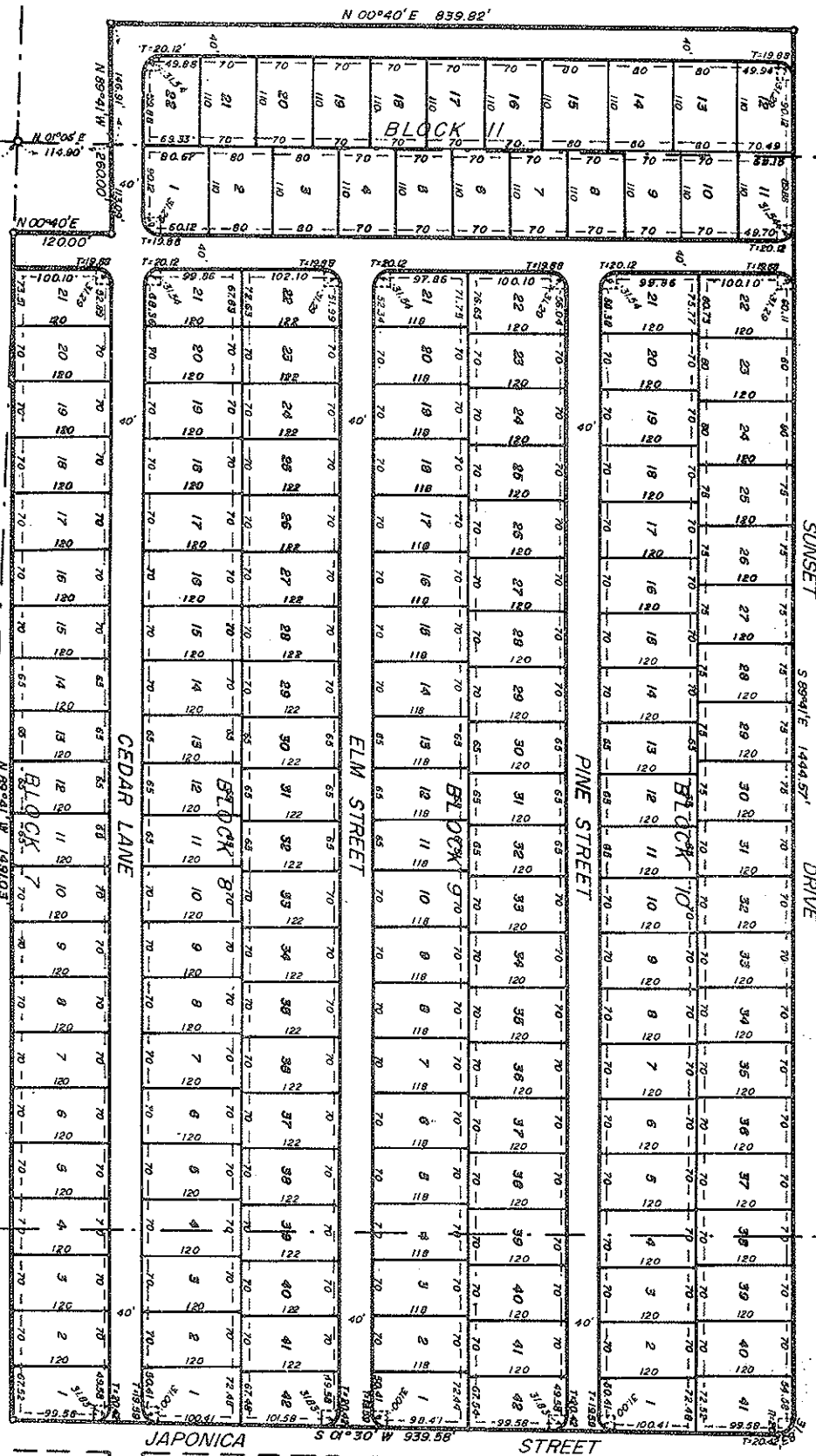
CERTIFICATE OF SURVEY:

I hereby certify that I have surveyed and platted the property shown and described hereon, and this plat correctly represents the survey thereof, and that same is true and correct.

*Charles F. Neal*  
 CHARLES F. NEAL  
 Registered Professional Land Surveyor

SURVEYOR'S NOTES:

1. 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 in Country Club Hills Subdivision, as shown hereon.
2. All interior lot lines are perpendicular to the street lines.
3. All radius turn-outs are 20 feet except as noted.



SUNSET DRIVE  
 S 89°41' E 1444.57'  
 1000 S.A.C.T.  
 7-5-1

*Country Club Hills Subdivision*

LOCATED IN

SECTIONS 19 & 20 T-21-N R-18-W

BOONE COUNTY ARK

JUNE 1967

CHARLES F. NEAL  
 PROFESSIONAL LAND SURVEYOR  
 CLINTON ARK.



# DIAMOND ACRES INC.

## BILL OF ASSURANCE

RESTRICTIONS ON ..... COUNTRY CLUB HILLS (Blocks 7-11) ..... SUB-DIVISION OF DIAMOND 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 ..... 1,000 ..... 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.

## KNOW ALL MEN BY THESE PRESENTS:

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

A tract of land in S $\frac{1}{2}$  SE $\frac{1}{4}$  Section 19 and in SW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 20, T-21-N, R-18-W, 5th Principal Meridian, more particularly described as: Starting at a stone monument at the SW corner SE $\frac{1}{4}$  SE $\frac{1}{4}$  Section 19, T-21-N, R-18-W: thence N 01 degrees 06' E 114.90 feet along the west line of said SE $\frac{1}{4}$  SE $\frac{1}{4}$  to the point of beginning of the tract herein described: thence N 89 degrees 41' W 146.91 feet to a point: thence N 00 degrees 40' E 839.82 feet to a point; thence S 89 degrees 41' E 1444.57 feet to a point in SW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 20, said point being the point of curvature of a radius curve right: thence SOUTHEASTERLY along said curve right having a radius of 20.00 feet, an arc distance of 31.83 feet to the point of tangency thereof: thence S 01 degrees 30' W 939.58 feet to a point: thence N 89 degrees 41' W 1491.03 feet to a point in SE $\frac{1}{4}$  SE $\frac{1}{4}$  Section 19: thence N 00 degrees 40' E 120.00 feet to a point: thence N 89 degrees 41' W 113.09 feet to the point of beginning, containing 38.00 acres according to the survey thereof.

The Grantor, Diamond Acres, Inc., has caused said lands be surveyed and subdivided to lots, blocks and streets. Said subdivision has been named and shall henceforth be known and designated as Country Club Hills Sub-Division (Blocks 7 thru 11) of Diamond Acres, Inc., Boone County, Arkansas.

Country Club Hills Sub-Division (Blocks 7 thru 11) of Diamond Acres, Inc., Boone County, Arkansas, contains one hundred sixty eight (168) lots, and the Grantor has executed a plat showing the location of said lots and the number and 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 7 thru 11) of Diamond Acres, Inc., Boone County, Arkansas is recorded in Record Book No. \_\_\_ at page No. \_\_\_ in the office of the Circuit Court Clerk and Ex-Office Recorder in and for Boone County, Arkansas.

As a part of the Bill of Assurance and Deed of Dedication, certain safeguards and restrictions hereinafter referred to as 'Subdivision Restrictions' are hereby place on the lots of said plat of Country Club Hills Sub-Division (Blocks 7 thru 11) 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 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.

(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 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, Otto Dein and Fred J. Barr. A majority of the committee may designate a prerepresentative 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, bary 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 profession or commercial 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 ----- 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, stoons and architectural projections are excepted.

~~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)  
COUNTY OF BOONE )<sup>ss</sup>

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.

*Country Club Hills*  
BILL OF ASSURANCE AND DEED OF DEDICATION

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

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

#### 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 lines.

#### V. AREA LIMITATIONS

No building shall be constructed unless it contains a minimum of 1,000 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 equitment for the use of storage or disposal of such material shall be kept in a clean 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 place or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connection them at point 25 feet from the intersection of the stree 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 person claiming under them for a period of 25 years from the date these covenants are reocrded, 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