

changed by ord # 82-2
 Section 1, Item B.

Ord 63-82
 Chg. Zoning
 9-20-82.

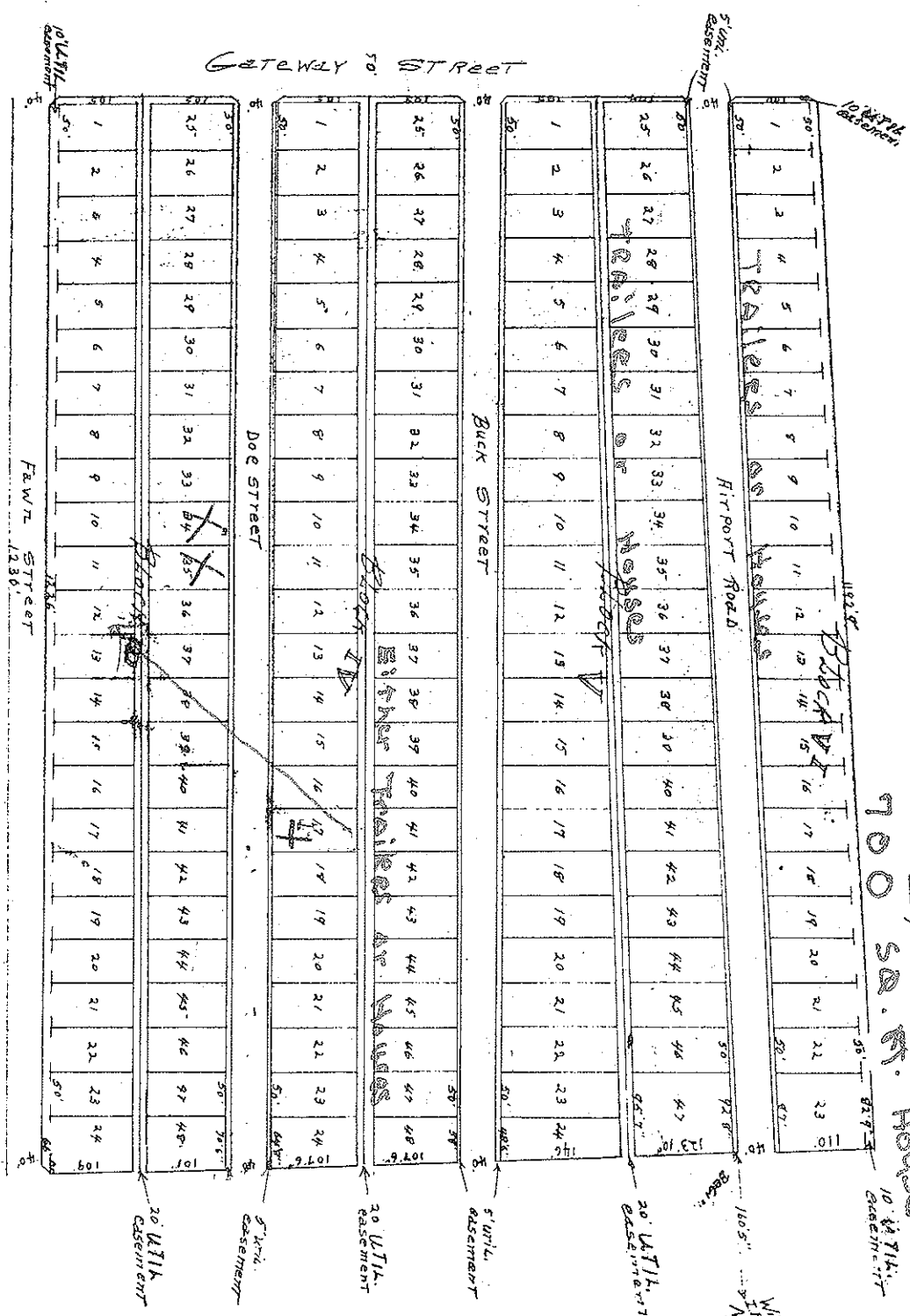
BLOCKS THREE FOUR FIVE AND SIX GREENBRIAR SUBDIVISION

NOTE: THE SOUTH PART OF THE EAST HALF OF THE
 SECTION 16, TOWNSHIP 12N, RANGE 10E, IS
 SUBJECT TO A SUBDIVISION OF THE
 LAND INTO 36 LOTS, AS SHOWN ON THE
 PLAT OF THE GREENBRIAR SUBDIVISION
 FILED IN THE CLERK'S OFFICE OF THE
 COUNTY OF WYOMING, ON 11/14/90.
 THE SOUTH PART OF THE EAST HALF OF THE
 SECTION 16, TOWNSHIP 12N, RANGE 10E,
 IS SUBJECT TO A SUBDIVISION OF THE
 LAND INTO 36 LOTS, AS SHOWN ON THE
 PLAT OF THE GREENBRIAR SUBDIVISION
 FILED IN THE CLERK'S OFFICE OF THE
 COUNTY OF WYOMING, ON 11/14/90.

SIGNED: AUGUST 12, 1983
 JAY GRIMM
 Surveyor

700 SQ. FT. HOUSE

Ord 186-91
 11/14/90.



Block # III Street & Block

DIAMOND ACRES INC.

BILL OF ASSURANCE

RESTRICTIONS ON GREENBRIAR (Blocks 3-6) SUB-DIVISION OF DIAMOND ACRES, INC. BOONE COUNTY, ARKANSAS. RECORDED IN BOOK NO. 91 PAGE 438-442 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 color, 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 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.

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 500 maybe a mobile home except on Airport road 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.

P L A T

At page 451 of Plat-Annex-Deed-Bk-27 and Plat Book 1, in the office of Recorder of Boone County, Arkansas, appears Plat of:

GREENBRIAR SUBDIVISION

BLOCKS THREE, FOUR, FIVE AND SIX

The following notes appear on the said Plat:

LAND.

A part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and a part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ in section 20 Township 21 North Range 18 West described as follows: beginning 160 ft. & 5 inches West of the NE corner of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ thence N 1°08', East 150 feet; thence S 87°33' W 1192 feet & 9 inches thence S 1°08' W. 140 ft. thence South 749 ft; thence East 1230 ft., more or less; thence 814 ft. to the beginning.

August 12, 1963

Signed: Jay Grim
Surveyor

STATE OF ARKANSAS)
)SS
COUNTY OF BOONE)

I hereby certify that this instrument was filed for record in my office this 30 day of Dec 1963 at 9 o'clock A. M. and duly recorded in Record Book No. 27 at page 451.
Witness my hand and the court seal this 30 day of Dec. 1963.

Troy Andrews
Circuit Clerk and Recorder

Filed for Record 30 day of Dec. 1963 at 9 o'clock A. M.

Troy Andrews
TROY ANDREWS, CLERK

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:

Blocks Three, Four, Five and Six GREENBRIAR SUB-DIVISION, in the Incorporated Town of Diamond City, Boone County, Arkansas, a part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and a part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ in Section 20, Township 21 North, Range 18 West, South of White River described as follows: Beginning 160 feet and 5 inches West of the NE corner of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; Thence North 1° 08', East 150 feet; Thence South 87° 33' West 1192 feet and 9 inches; Thence South 1° 08' West 140 feet; Thence South 749 feet; Thence East 1230 Feet, more or less; Thence 814 feet to the beginning.

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 Greenbriar Sub-Division, Blocks Three, Four Five and Six; 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 Corporate Seal to be hereunto affixed this 3 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 3rd day of January, 1964.

(SEAL)
 My Commission expires:
 October 16, 1965

Jeanne H. Ungurer
 Notary Public

BILL OF ASSURANCE

#2

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:

A part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and a part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ in Section 20, Township 21 North, Range 18 West, South of White River described as follows; Beginning 160 feet and 5 inches West of the NE corner of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; Thence North 1° .08', East 150 feet; Thence South 87° 33' West 1192 feet and 9 inches; Thence South 1° 08' West 140 feet; Thence South 749 feet; Thence East 1230 Feet, more or less; Thence 814 feet to the beginning.

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 Blocks Three, Four, Five and Six of Greenbriar Sun-Division of Diamond City, Boone County, Arkansas.

Blocks Three, Four, Five and Six of Greenbriar Sub-division of Diamond City, Boone County, Arkansas contains One hundred sixty-six (166) lots and the Grantor has executed a plat showing the locations of said lots and the number and dimensions of the lots in said sub-division; also, the locations, widths and names of the streets. All streets of said subdivision are hereby dedicated to the public for its use and benefits forever. The plat of Blocks Three, Four, Five and Six of Greenbriar Sub-Division of Diamond City, Boone County, Arkansas is recorded in Record Book 27, at page 451 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 Blocks Three, Four, Five, and Six Greenbriar 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 undesirable uses and practices for the entire sub-division.

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 any thing 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

#3

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-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 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 Walls - garden walls, not exceeding 5 feet in height, may be constructed

#4

anywhere within property lines.

V. AREA LIMITATIONS

No building shall be constructed unless it contains a minimum of 500 square feet. Modern mobil homes will be permitted with the same regulations as hereinafter stated.

VI. EASEMENT 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 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 connection 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 lands 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 of operate as a estoppel.

XI. SEVERABILITY

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

WITNESS my hand and seal on the 3 day of January, 1964.

DIAMOND ACRES, INCORPORATED
HENRY W. DIETZ
NANNIE M. DIETZ

IN WITNESS WHEREOF, Diamond Acres, Incorporated has this 3rd day of January, 1964 appeared before me and signed the foregoing instrument.

SEAL Jeanne H. Ungerer
Notary Public

My Commission expires October 16, 1965.

Filed for Record 3 day of January 1964 at 3:15 o'clock P.M.

Troy Andrews, Clerk
Irene J. Andrews, D.C.

Recorded in Deed Record "91" at pages 438-442.