

AMENDED
DECLARATION OF RESERVATIONS
UNIT 8, HOLIDAY ISLAND
CARROLL COUNTY, ARKANSAS

FILED FOR RECORD
This 17th day of July 1990
at 3:30 o'clock P M
JACKIE BUNCH
CIRCUIT CLERK AND RECORDER

By Nancy Antaioppo, D.C.
125-645

THIS AMENDED DECLARATION, made this 17th day of July
1990, by a majority of the Property Owners of this Unit No. _____
(hereinafter referred to as "Property Owners"), Holiday Island, Carroll
County, Arkansas, as per plat thereof recorded in Book B, Page 35,
Records of Said County of Eureka Springs in the Western District of
Carroll County, Arkansas, and

WHEREAS, the Property Owners desire to subject the lots in said
unit to certain protective reservations, covenants, conditions,
restrictions (hereinafter referred to as "Conditions").

WHEREAS, Declaration of Reservations were first filed for Unit No. 8,
Holiday Island, Carroll County, Arkansas, on May 9, 1972, in Book 69, at
pages 499 etc., in the Records of the Carroll County Recorder, Western
District, Eureka Springs, Arkansas, by McCullough Recreational Properties,
Inc., hereinafter referred to as "Declarant", and an amendment to the
above Declarations of Reservation was filed on July 12, 1972, in Book 69
Pages 544-545.

WHEREAS, said Declaration of Reservations contains a paragraph
authorizing a majority of the Property Owners to change said conditions
in whole or in part and based on said authority set out therein, said
Declaration of Reservations are amended to read as set out in this
instrument.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: It is hereby certified
and declared that a majority of said Property Owners does hereby amend
the Declarations of Reservations for protection, maintenance, development
and improvements of said Unit, that

THIS AMENDED DECLARATION, which shall become effective and binding on
January 1, 1991, is designed for the mutual benefit of the lots in said
Unit and the Property Owners have fixed and does hereby fix protective
conditions upon and subject to which all lots, parcels and portions of
said Unit shall be held, leased, or sold, and/or conveyed by them as such
owners, each and all of which is and are for the mutual benefit of the
lots in said Unit and of each owner thereof, and shall run with land and
inure to and pass with each such lot and parcel of land in said Unit, and

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shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon said Unit as a mutual equitable servitude in favor of each and every parcel of land therein as the dominant tenements.

COMMITTEE OF ARCHITECTURE

DECLARANT has previously appointed a Committee of Architecture, hereinafter sometimes called "Committee", consisting of five (5) persons. Declarant shall have the further power to create and fill vacancies on the Committee.

IT SHALL be the general purpose of this Committee to provide for maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision.

THE COMMITTEE shall be guided by and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Amended Declaration of Reservations. The Committee shall make available a copy of this Amended Declaration of Reservations to any and all lot owners upon request.

THE COMMITTEE shall determine whether the Conditions contained in this Amended Declaration are being complied with.

THE COMMITTEE will adopt reasonable rules and regulations in order to carry out its duties.

SAID CONDITIONS ARE AS FOLLOWS:

All properties in Unit 8 shall be designated R-1 Single Family Residences the date this Amended Declaration of Reservations becomes effective. If a structure presently exists that would satisfy R-2 Two-Family Residential Area requirements, the same can continue to be used and occupied in accordance with the provisions set forth under R-2 Two-Family Residential Area in the initial Declaration of Reservations. If R-2 is remodeled or altered to qualify for R-1 status, the property shall remain zoned R-1 forever.

That Declarant or its successor specifically reserves the right to convey and/or dedicate rights of way and easements: over five (5) feet of all side lot lines and seven and one-half (7-1/2) feet over the rear of each and every lot, EXCEPT for public utilities, television and/or communication cables and drainage purposes EXCEPT on front property line and except where such easements are shown on recorded map. This right shall run with the land for the time herein provided and as may be extended.

Block 5 lots one (1) through eleven (11) originally designated R-3 Multiple Family Residences shall now and forever be R-1 Single Family Residences.

A. IMPROVEMENT STANDARDS

1. No building, fence, patio, or other structure shall be erected, altered, added to, placed, or permitted to remain on said lots or any of them or any part of areas, external design, including exterior color schemes, structural details and the ground location of the intended structure along with a plot plan have been first delivered to and approved in writing by the Committee. The Committee may require a reasonable fee prior to checking or appraising said plans. All residential structures shall conform to the requirements of the Southern Building Code as published by the International Conference of Building Officials, current

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edition, and the requirements of the National Electric Code as published by the National Fire Protection Association, current edition, as a guide to sound construction and electrical installation practices.

- 2. Notwithstanding any other provisions of this Declaration of Reservations, it shall remain the prerogative and in the jurisdiction of the Committee to review applications and grant approvals for exceptions to this Amended Declaration. Variations from these requirements and, in general, other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located in the vicinity thereof, all in the sole opinion of the Committee.
- 3. Said Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any lot owner upon the consent of any one of the members of said Committee. Said Committee shall by a majority vote elect one of its members as chairman and one of its members as secretary and the duties of such chairman and secretary shall be such as usually appertain to such offices. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by majority vote and none of said rules or regulations shall be deemed to be any part or portion of said Amended Declarations.

B. LAND USE -- GENERAL

1. Advertising:

No sign, advertisement, billboards or advertising structure of any kind shall be erected or allowed on any of the unimproved lots, and no signs shall be erected or allowed to remain on any lots improved or unimproved except as expressly provided in the Uses Permitted paragraph under R-1 Single Family Residential District, provided, however, that a temporary permit for signs for structures to be sold or exhibited may be first obtained by application to the Architectural Committee. The Architectural Committee may approve the location of these signs within the front setback of the lot.

2. Animals - livestock:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and are not kept in quantities which create an annoyance or nuisance to the neighborhood. Pets shall be restrained on leashes when outside.

3. Building Exterior:

The exterior portions of all buildings shall be painted or stained immediately upon completion or shall have color mixed in the final structural application, so that all materials shall have finished appearance. Further, all subsequent color schemes shall be approved by the Committee of Architecture.

4. Clothes Lines:

Clothes lines shall be installed so as not to detract from the aesthetic values of the property and shall be so placed to be concealed from view from all public right of ways.

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5. Easements:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as stated in this Amended Declaration. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. If it is necessary to remove any plantings or materials in order to maintain said utilities or drainage, there is no obligation by any agency to either replace same or to pay for same. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. Electrical Power:

No source of electrical energy shall be brought to the property or used upon the property until the Committee of Architecture has approved plans and specifications for the erection of approved improvements upon any lot.

7. Nuisances:

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. Occupancy of Structures:

No structure shall be occupied or used for the purpose for which it is designed or built until the same shall have been substantially completed and a certificate to that effect shall have been issued by the Committee of Architecture.

9. Plumbing:

All structures shall have complete and approved plumbing installations before occupancy. Such plumbing shall conform to the requirements of the Arkansas State Plumbing Code as a guide to sound plumbing practices.

10. Storage of Materials:

In any building project, during construction a lot may be used for the storage of materials used in the construction of the individual buildings in the project and for the contractor's temporary offices, including chemical toilets. Said construction period shall not exceed one hundred fifty (150) days, unless specifically extended by the Committee of Architecture, subject to extension penalties. No water or sewerage shall be hooked-up until the property is cleared of all construction debris, including temporary structures.

11. Storage of Tools and Trash:

The storage of tools, landscaping instruments, household effects, machinery or machinery parts, boats, trailers, empty or filled containers, boxes or bags, trash, materials, or other items that shall in appearance detract from the aesthetic values of the property, shall be so placed and stored to be concealed from all public view. Trash for collection may be placed at the street right of way line on regular collection days for a period not to exceed twelve hours prior to pick up. Storage of junk, old inoperative unlicensed cars, and other unsightly objects on any lot or parcel is expressly prohibited.

12. Temporary Buildings:

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No temporary buildings, including tents, shacks, shanties or other structures shall be erected or placed upon any lot and no temporary building including basements, cellars, tents, shacks, shanties, garages, barns or other temporary outbuildings or other similar structures shall at any time be used for human habitation. Notwithstanding the foregoing, a trailer may be used as a residence of the owner and his family or by a contractor during construction by or for such owner of a permanent residence, but only after a certificate in writing has been issued by the Committee of Architecture for such use and then only after the said Committee of Architecture shall have approved plans and specifications for the erection of the said permanent residence. In no event shall such trailer be allowed to be on any such lot for longer than 150 days unless approved by extension by the Committee of Architecture.

13. Unnatural Drainage:

Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source, other than that nature originally intended, to flow from his property onto any adjoining property or public right of way.

14. Use of Premises:

A person shall not use any premises in any land use area, which is designed, arranged or intended to be occupied or used for any purpose other than expressly permitted in this Declaration.

15. Mineral Rights:

No oil, gas and/or mineral operations of any kind, including mining or other related activities, shall be conducted or permitted on or under the premises at any time.

R-1 FAMILY RESIDENTIAL DISTRICT

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The following uses and regulations shall apply unless otherwise provided in these reservations.

1. Uses Permitted:

(a) A one-family dwelling:

The Committee of Architecture shall require not less than fourteen hundred (1400) square feet in an enclosed, heated and finished living area and not less than eighteen hundred (1800) square feet of roof area, for any single family residence including carport, garage, covered porches, covered contiguous patios, etc.

(b) One (1) professionally made unlighted sign not to exceed six (6) square feet in area advertising the premises for sale, lease, or rent, located not nearer than ten (10) feet to adjoining premises, nor nearer than five (5) feet to a street line.

(c) Temporary sign not to exceed six (6) square feet in area giving the names of the contractors, engineers, and architects during the construction period.

2. Maximum Building Height:

No structure shall exceed a height of thirty (30) feet above the highest part of the lot(s) upon which the same is to be located or constructed. See also A-2, Page 3 herein.

3. Minimum Setback Requirements:

Except where there is specifically called out on the Subdivision Map, which specification shall control, the following shall apply:

(a) Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet from the front property line to the nearest structural projection, including porches, but not including eaves, overhangs, planters or fireplaces.

(b) A principal structure shall provide total side yards of not less than fifteen (15) feet with not less than five (5) feet on one (1) side. Corner lots shall maintain a minimum setback of fifteen (15) feet from the side street line.

(c) A rear yard shall be maintained of at least twenty-five (25) feet from the property line to the nearest building line, excepting fences, walls, and hedges when used as a property or boundary line separation.

Where minimum setbacks create an undue hardship upon the owner due to topographic conditions, such setbacks may be modified as necessary by the Committee of Architecture.

4. Maximum Area of Dwelling:

Notwithstanding uses permitted herein, no more than fifty (50) percent of the total lot area shall be used for the dwelling and other structures, unless otherwise determined and approved by the Committee of Architecture.

5. Subdivision of Lots:

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provision of A-2, page 3 of this Amended Declaration of Reservations.

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These Conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1997. At that time said Conditions and Covenants shall be automatically extended for successive periods of six (6) years, unless by a vote of a majority of the owners of the lots in said Unit it is agreed to change said Conditions in whole or in part.

In the event that any of the provisions of this Amended Declaration conflict with any other of the sections therein, the more restrictive of the two shall govern. If any paragraph, section, sentence, clause or phrase of the conditions and covenants herein contained shall be or become illegal, null or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that those conditions and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause or phrase thereof, notwithstanding the fact that any one or more other paragraph, sections, sentences, clauses or phrases are or shall become or be illegal, null or void.

If any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions or covenants herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions or covenants and either to prevent him or them from doing so or to recover damages or other dues for each violation. In addition, the Committee shall have the authority to levy and collect fines for violations of these conditions in a sum not to exceed Fifty Dollars (\$50.00) for any one violation.

In order to enhance and protect the value of the lots described herein, the right to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any Conditions either to prevent such violations or to recover damages or other dues for each violation is also expressly reserved to Declarant, its successors or assigns whether or not Declarant is a lot owner. This reservation shall terminate when improvements have been erected in conformance with these conditions on 90% of the lots in this subdivision.

Provided, however, that a breach of any of the foregoing conditions or covenants shall not in any wise affect any valid mortgage or lien made in good faith and for value and not made for the purpose of defeating the purposes of such reservations and restrictions.

IN WITNESS WHEREOF THE HOLIDAY ISLAND COMMITTEE TO AMEND RESERVATIONS does hereby certify that a majority of the property owners of Unit #8, Holiday Island, has voted affirmatively to approve the hereunto affixed Amendments which shall become effective and binding on January 1, 1991 this 17TH day of July, 1990.

HOLIDAY ISLAND COMMITTEE TO
AMEND DECLARATIONS

Berton F. Legg

William H. Penn

H.B. Stockton

George J. Santomasi

Ray M. Schuler

Charles J. Schuler

ATTEST:

Kathy Perkins
Committee Member

S.D. Fellberg

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ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF Carroll)SS

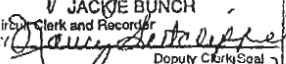
BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, the signer(s) above who are members of the Holiday Island Committee to Amend Declarations, to me well known, stated that the above document was executed for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 17th day of July, 1990.



NOTARY PUBLIC

My Commission Expires:
May 24, 1992

CERTIFICATE OF RECORD	
Filed for record in my office on the	<u>17th</u>
day of <u>July</u>	19 <u>90</u>
<u>3:50</u> P.M. and now recorded in	
<u>202</u> Record Book	<u>202</u>
Page <u>65</u>	
Witness my hand and the Court Seal this	<u>17th</u>
day of <u>July</u>	19 <u>90</u>
JACKIE BUNCH	
Clerk and Recorder	
	Deputy Clerk Seal