

192-940

FILED FOR RECORD

This 29th day of October 2012
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RAMONA WILSON
Circuit Clerk and Recorder

By [Signature] D.C.
Seal

**DECLARATION OF RESERVATIONS
BLOCK 5, UNIT 301
CARROLL COUNTY, ARKANSAS**

THIS DECLARATION made this 23rd day of October, 2012, by HOLIDAY ISLAND DEVELOPMENT CORPORATION, an Arkansas Corporation, hereinafter referred to as the "Declarant",

WHEREAS, the Declarant is the owner of that certain real property known as Block 5, Unit No. 301, Holiday Island, Carroll County, Arkansas, as per plat thereof recorded in Plat Cabinet H, Slide 232-B, in the records of said County at Eureka Springs in the Western District of Carroll County, Arkansas; and,

WHEREAS, the Declarant intends to sell, dispose of, or convey from time to time all or a portion of the lots in said Unit above described, and desires to subject the same to certain protective reservations, covenants, conditions, and restrictions (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said Unit.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said Unit, that

THIS DECLARATION OF RESERVATIONS (hereinafter referred to as the "Declaration") is designed for the mutual benefit of the lots in said Unit and Declarant has fixed and does hereby fix the protective conditions upon, and subject to which, all lots, parcels and portions of said Unit shall be held, leased, sold, and/or conveyed by it as such owner, 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 the land and shall inure to and pass with each such lot and parcel of land in said Unit, and 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, and in favor of Declarant.

COMMITTEE OF ARCHITECTURE

Declarant shall appoint a Committee of Architecture hereinafter referred to as the "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 the Declaration. The Committee shall make available a copy of this Declaration to any and all lot owners upon request.

The Committee shall determine whether the Conditions contained in this Declaration are being complied with.

It shall be the responsibility of the Committee to review and approve or disapprove construction plans submitted by property owners within the unit. The Committee may adopt reasonable rules and regulations in order to carry out its duties.

SAID CONDITIONS ARE AS FOLLOWS:

That all of the lots within this Unit shall be designated as R-1, Single Family Residential Lots and shall be improved, used and occupied in accordance with the provisions set forth under R-1, Single Family Residential Lots of this Declaration. All parcels and undesignated portions of the Unit shall be reserved for future development by Declarant and shall remain undesignated as to zoning.

That the Committee of Architecture shall require not less than one thousand seven hundred (1,700) square feet in the dwelling portion of the structure. Such square footage shall be calculated on heated and liveable floor space.

Declarant reserves the right to convey and/or dedicate rights of way and easements over

five (5) feet to all side lot lines of every lot and seven and one-half (7½) feet over the rear of each and every lot, for public utilities, television and/or communication cables, and drainage purposes, together with the privilege to assign this right at any time, in Declarant's sole discretion; provided, however, that this reservation shall not affect any easements as shown on the recorded plat map of this Unit. This right shall run with the land for the time herein provided and as may be extended.

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 such lot until the plans showing floor areas, external design, structural details and the ground locations 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 requirements of the Uniform Building Code as published by the International Conference of Building Officials, current edition, and the requirements of the National Electrical Code, current edition, or such other applicable standards as the Committee may designate from time to time, as a guide to sound construction and electrical installation practices.
2. Notwithstanding any other provision of this Declaration, it shall remain the prerogative and the jurisdiction of the Committee to review applications and grant approvals for exceptions to this 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 detract from the appearance of the premises, and are not 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 and 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 Covenants.
4. Notwithstanding anything herein to the contrary, nothing contained in this Declaration shall be construed or interpreted in such a manner as to require the approval by the Committee of any development activities by the Declarant, including lot splits and replats of lots, parcels or of undesignated portions of the properties contained in the Unit.

B. LAND USE - GENERAL

The following provisions shall be applicable to all property:

1. **Advertising:** No sign, advertisement, billboard or advertising structure of any kind shall be erected or allowed to remain on any improved or unimproved lots except as follows:

(a) Signs erected by Holiday Island Development Corporation or a public authority for identification of the project, streets, traffic control and directional purposes; and,

(b) Signs of a temporary nature advertising property for sale, which such signs shall not exceed three square feet in area, shall be limited to one such sign per lot, must be placed upon the specific property involved, and may not be placed for the purpose of advertising that such property is already sold; and,

(c) Signs erected by Holiday Island Development Corporation in furtherance of its lot sales program, which signs may contain up to 32 square feet in area.

2. **Pets Livestock or Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other usual household pets which are not considered inherently frightening to the general public may be kept, provided that no more than two (2) such pets shall be kept and maintained, that they are not kept, bred or maintained for any commercial purposes and that they are confined, restrained and restricted to the individual lot upon which the owner resides. Reptiles and wild or exotic animals shall under no circumstances, be construed as usual household pets. Any pets kept or maintained upon said lots shall be maintained in accordance with all applicable state laws and local ordinances.

3. **Building Exterior:** The exterior portion of all buildings to be painted shall be painted or stained immediately upon completion or shall have color mixed in the final structural application, so that all such materials shall have a finished appearance. No structure shall be painted or completed using obnoxious or offensive color schemes and all colors for such structures shall be subject to the approval of the Committee of Architecture. Fifty (50%) percent of the front exterior portion of all residential buildings and twenty-five (25%) percent of each side exterior portion of all residential buildings shall be finished with rock, decorative stone, driveit, stucco or brick.

4. **Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as stated in this 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. The easement area of each lot and all

improvements in 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.

5. **Electrical Power.** No source of electrical energy shall be brought to the property or used upon the property unless the Committee has previously approved the plans and specifications for the erection of such improvements upon any lot.

6. **Nuisances.** No obnoxious or offensive activity shall be carried upon any lot including, but not limited to, the following:

(a) **Storage of Building Material.** No building material of any kind or character shall be placed or stored upon any lot until the Owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines. Upon completion of the improvements requiring such materials, all remaining building materials shall be removed.

(b) **Inoperative Vehicles.** No automobile, truck, bus, tractor, or other vehicle shall be left inoperative on any lot for a period of more than three (3) days except in accordance with the provisions hereof for off-street parking.

(c) **General Maintenance.** The owner of any lot or living unit shall properly provide for the exterior maintenance thereof, including, but not limited to, the following: cut, trim, care for and maintain trees, shrubs and grass, repair, replace and care for walks, roofs, gutters, downspout, exterior building surfaces, windows, fascia, doors, decks and make other exterior improvements, including repainting or staining as needed.

(d) **Oil, Gas and Mining Operations.** No oil, natural gas or mineral drilling, development operations, refining, quarrying, tunneling, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas, nor any oil wells, gas wells, tanks, tunnels, mineral expeditions, or shafts shall be erected, maintained or permitted.

(e) **Garage Doors.** All garages shall be equipped with automatic or manual opening devices and shall remain closed at all times when not in use. Carports will not be permitted.

7. **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.

8. **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.

9. **Water Supply and Sewage Disposal.** No privately owned well or other water system

or septic tank or other sewage disposal system shall be permitted upon any lot or parcel of land covered by this declaration.

10. **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 view from all public rights of way. Trash for collection may be placed at the street right of way line on regular collection days for a period not to exceed eighteen (18) hours prior to pick up. Storage of junk, old, inoperative or unlicensed cars and other unsightly objects on any lot or parcel is expressly prohibited.

11. **Temporary Structures.** No temporary buildings, including tents, shacks, shanties, playground equipment, or other structures shall be erected or placed upon any lot unless screened from view from all streets and adjacent lots, and no temporary buildings, including basements, cellars, tents, shacks, shanties, garages, barns, other temporary outbuildings or other similar structures shall at any time be used for human habitation.

12. **Off-Street Parking.** Recreational, camping vehicles and boats may be parked and stored on the lots provided such are stored in an enclosed garage at all times when not in use. No vehicles may be parked regularly overnight in the streets of this subdivision. Lot owners shall provide sufficient off-street parking to accommodate the vehicles used by their family and guests. No seldom used or non-operable vehicles are to be left on the streets overnight except as a temporary emergency measure. Also, no trailer trucks or commercial vehicles, except service vehicles engaged in the performance of their duties, shall be allowed to park in said subdivision, either on the streets or on a privately owned lot.

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 what 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. **Radio and Television Antennae and Television Satellite Dishes.** No television antennae, radio antennae, television satellite dishes, or other similar devices shall be placed upon any lot except and unless the same is aesthetically concealed from view pursuant to plans submitted to and approved by the Committee, and then only when in the determination of the Committee, the same is not aesthetically objectionable.

16. **Fences.** Screening walls and fences shall be constructed of brick, stone, decorative wood, decorative wrought iron, or decorative steel. No fence shall be permitted along or upon the front portion of any lot or allowed to extend beyond the front of the residential structure

toward the street. Chain link fences will not be permitted.

17. **Home Occupations.** No home occupation, trade or business shall be carried on upon any lot in said subdivision nor shall anything be done or performed thereon which may become an annoyance or nuisance to the development or detrimental to the residential value of any lot in said development.

18. **Street Lights.** The Declarant may install or may require the property owner to install a street light at the time of construction of any residential structure upon an individual lot. The design and location of all streetlights will be as designated by the Declarant. Individual property owners will be responsible for the maintenance, upkeep and monthly cost of any street light installed upon their premises. Only streetlights designated by the Declarant as to size, brightness, design and location will be permitted within the unit. All utilities to such lights shall be placed underground.

19. **Mailboxes.** Each lot owner shall construct and maintain a brick or stone mailbox in the location as designated by the United State Postal Service or the Committee of Architecture. Such mailbox shall blend aesthetically with the residential structure. All mailboxes shall be of a design and style determined and approved by the Declarant or the Committee.

20. **Yards and Landscaping.** The front yards of each lot shall be planted and maintained by the lot owner to contain a minimum of fifty (50%) percent greenery consisting of grass or lawn, trees, shrubs or ornamental bushes.

21. **Sidewalk.** Each property owner shall, at the time of construction of a residential structure upon their individual lot construct and thereafter maintain a sidewalk along the front on street sides of their individual lots. The sidewalk shall be constructed of concrete, four (4) feet in width and shall run parallel to the street for the entire frontage of each individual lot. Corner lot owners shall construct sidewalks for both front and side street portions of the corner lot. The sidewalk shall have its centerline five (5) feet from the outside edge of the street curb.

In the event an individual lot owner shall not have begun construction of a residential structure within 36 months of the date of original purchase of the lot, the owner thereof shall be required to construct the required sidewalk and complete said sidewalk construction within thirty (30) days thereafter.

R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

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

1. **Building Limitations.** No residential structure shall be erected, altered, placed or permitted to remain on any lot which contains less than the minimum square footage requirement as provided in this Declaration or any Supplemental Declarations recorded in connection

therewith. Such minimum square footage requirement shall be calculated on heated and liveable floor space excluding porches, garages, patios, decks and other attachments to the structure. Such structures shall not exceed two stories in height, excluding below ground basements, and all single family residential structures shall include a private garage for not less than two automobiles and served by a concrete driveway with a minimum width of not less than sixteen (16) feet. Outbuildings and improvements such as cabanas, gazebos and pools shall be allowed within the building area of any lot, subject to the approval of the Architectural Control Committee, so long as incidental and related to residential use of the premises and their design is compatible with the residential structure. The minimum square footage requirement for the lots subjected to this Declaration in Article I, Section 1 hereof, shall be 1,700 square feet for all single family residential structures. All lots subjected hereto shall be designated as R-1, Single Family Residential and shall be limited to one residential structure per lot. No structure of log, earth, straw or similar type construction will be permitted. No round or octagonal residential structural designs will be permitted.

2. **Maximum Building Height.** No structure shall exceed a height of thirty (30) feet above the highest part of the lot or parcel upon which the same is to be located or constructed.

3. **Minimum Setback Requirements.** Except where otherwise specifically set forth on the plat of said Unit, 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 excluding eaves, overhangs, planters or fireplaces.

(b) A principal structure shall provide total side yards of not less than twenty (20) feet with not less than ten (10) feet on one (1) side. Corner lots shall maintain a minimum setback of the (10) feet from the side street line.

(c) A rear yard setback 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.

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 by the Committee.

5. **Subdivision of Lots.** No lot, parcel of land, or structure, once conveyed by the Declarant, 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 the Declaration.

6. **Single Family Residential Use.** All Residential Lots and Family Dwelling Units shall be used for single family residential purposes only and no commercial activity of any nature

whatsoever shall be conducted thereon. "Single Family" as used herein shall mean a dwelling at any one time occupied by persons who are related by dependency, kinship or marriage and occasionally occupied by an unrelated guest of the principal occupant. Use of any lot or dwelling unit for rental purposes shall be permitted, and not deemed commercial nature, so long as such property shall not be rented, leased, subleased or occupied by persons who are unrelated by dependency, kinship of marriage to the owners thereof for any period of less than thirty (30) consecutive days in duration.

MISCELLANEOUS PROVISIONS

Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owners subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of not less than 75% of the total lots has been recorded, agreeing to remove said covenants and restrictions, provided, however, that no such agreement to remove said covenants and restrictions shall be effective unless made and recorded one (1) year in advance of the effective date thereof and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken.

Amendments. The covenants and restrictions of this Declaration may be amended at any time after execution hereof provided an instrument signed by the then Owners of not less than 75% of the total Lots has been recorded agreeing to such amendment and further provided that no such amendment shall be effective unless made and recorded ninety (90) days in advance of the effective date thereof and unless written notice of the proposed amendment is sent to every Owner at least thirty (30) days in advance of any action taken.

Voting Rights. Notwithstanding anything in this Declaration or any Supplemental Declaration to the contrary, it is the intent of this instrument to provide that any vote required of the Owners of lots subjected to this Declaration, shall be taken on the basis of one (1) vote for each lot. When more than one person and/or entity holds such an interest entitled to vote, their single vote shall be cast as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to a lot.

Conflict of Provisions and Severability. In the event that any of the provisions of this Declaration conflict with any other of the provisions herein, 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.

Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known

address of the person who appears as Owner on the public records at the time of such mailing.

Genders and Plurals. Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural, and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the project.

Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text.

Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction herein, either to restrain violation or to recover damages against the party in violation, and/or against the land to enforce any requirement created by these covenants. Failure by any Owner to enforce any covenant condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. This right of enforcement shall be granted unto each lot owner of property subject hereto and is specifically also reserved unto the Declarant and the Committee of Architecture and their successors and assigns whether or not the Declarant is a lot owner. Notwithstanding any other language herein, a breach of any of the foregoing Conditions shall not in any way 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 Conditions.

Assignment, Transfer or Conveyance by Developer. Declarant reserves and shall have the right to assign, transfer or convey any reservations, rights or obligations of Declarant hereunder and upon such assignment, transfer or conveyance, Declarant shall immediately be released and discharged as to any and all liability incident to such reservations, right or obligation. Declarant further reserves the right to create a Property Owners' Association for the purposes as set forth in any document creating such and to grant unto such association, the right to levy assessments and file liens and other litigation for the enforcement of collection of such assessments.

Applicability. All provisions set forth herein shall extend to and be binding on the respective legal representatives, heirs, successors and assigns of all Owners and other parties mentioned herein where consistent with the context thereof.

IN WITNESS WHEREOF, HOLIDAY ISLAND DEVELOPMENT CORPORATION, has caused its corporate name to be hereunto affixed by the officers thereunto duly authorized this

23rd day of October, 2012.

192-950

HOLIDAY ISLAND DEVELOPMENT CORP.

ATTEST:

Kathy Dees
Secretary

[Signature]
President

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CARROLL

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, THOMAS H. DEES and KATHY DEES, to me personally well known, who stated that they were the President and Secretary of HOLIDAY ISLAND DEVELOPMENT CORPORATION and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said Corporation, for the purposes therein contained.

WITNESS my hand and seal as such Notary Public this 23rd day of October, 2012.

My commission expires:

2/8/16

SHIRLEY ZIMMER Notary Public
Carroll County State Of Arkansas
My Commission Expires Feb. 8, 2016
Commission # 12345762

[Signature]
NOTARY PUBLIC