

DECLARATION OF RESERVATIONS

UNIT 101, HOLIDAY ISLAND

CARROLL COUNTY, ARKANSAS

TRUST NO. 22

THIS DECLARATION, made this 11th day of March, 1971, by CATTLEMEN'S TITLE GUARANTEE COMPANY, an Arkansas corporation, as Trustee for McCulloch Recreational Properties, Inc., hereinafter referred to as the "Declarant";

WITNESSETH, that

WHEREAS, the Declarant is the owner of that certain Unit No. 101, Holiday Island, Carroll County, Arkansas, as per plat thereof recorded in Book B, Page 3, 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 describe, and desires to subject the same to certain protective reservations, covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said Unit;

NOW, THEREFORE, 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, and that:

THIS 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 and all interests therein shall be held, leased, or sold and/or conveyed by the owners or users thereof, 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 each and every lot, parcel, or individual portion of said Unit as a mutual equitable servitude in favor of each and every other lot, parcel, or individual portion of land therein as the dominant tenement, and in favor of Declarant.

COMMITTEE OF ARCHITECTURE

DECLARANT shall appoint 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 Declaration of Reservations. The Committee shall make available a copy of this Declaration of Reservations to any and all lot owners upon request.

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 a majority vote and none of said rules or regulations shall be deemed to be any part or portion of said conditions.

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

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

SAID CONDITIONS ARE AS FOLLOWS:

In addition to all other Conditions herein set forth, the Conditions set forth in Exhibit(s) A shall apply to all property subject to this Declaration, except as hereinafter modified or amended.

THAT the Committee of Architecture shall require not less than TWELVE HUNDRED (1200) square feet in the dwelling portion of the structure.

DECLARANT reserves the right to convey and/or dedicate rights-of-way and easements for public utilities, telephone and/or communication cables, and drainage purposes over a five (5) foot strip of land within and along all side lot lines of each and every lot, and over a seven and one-half (7 1/2) foot strip within and along the rear lot line of each and every lot, except as to all commercial zoned lots or parcels, and except as to any such easement along such side or rear lot lines as shown on the recorded plat, together with the privilege to assign this right at any time, in Declarant's sole discretion, to McCulloch Recreational Properties, Inc., or its successors or assigns. This right shall run with the land for the time herein provided and as may be extended.

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 any such lot until and unless 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 plans. All residential structures shall conform to the 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, 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 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.

B. LAND USE -- GENERAL

1. Advertising

No sign, advertisement, billboard, 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 hereinafter set forth, 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, except as provided in the Uses Permitted paragraph as hereinafter set forth, 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.

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 such materials shall have a finished appearance.

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 rights-of-way.

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 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.

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 Uniform Plumbing Code as a guide to sound plumbing practices.

10. Sewage Disposal

No privately owned sewage disposal system shall be permitted upon any lot or parcel of land covered by this Declaration unless such system is designed, located, and constructed in accordance with requirements, standards, and recommendations of the Arkansas State Health Department and approved by the Holiday Island Suburban Improvement District.

11. Storage of Materials

In any building project during construction and during the period of sixty (60) days after completion, 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 twenty (120) days, unless specifically approved by the Committee of Architecture.

12. 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 so as 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 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.

13. Temporary Buildings

No temporary buildings, including tents, shacks, shanties, or other structures shall be erected or placed upon any lot and no temporary buildings 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 one hundred twenty (120) days.

STATE OF ARKANSAS)
 : ss.
County of Carroll)

On this, the 11th day of March, 1971, before me, the undersigned officer, personally appeared James W. Adams, who acknowledged himself to be the Vice President of CATTLEMEN'S TITLE GUARANTEE COMPANY, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

 /s/ Queeta J. Weems
Notary Public

My Commission Expires:

 8-4-74

R-1E SINGLE FAMILY RESIDENTIAL-EQUESTRIAN DISTRICT

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

1. Uses Permitted

- (a) A one-family dwelling.
- (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 of not to exceed six (6) square feet in area giving the names of the contractors, engineers, and architects during construction period.
- (d) Keeping of horses on lots having an area of 1 acre or more, provided that the number of horses on any one lot or parcel shall not exceed one horse for every one-half (1/2) acre, and no horses shall be kept or maintained nor any stable, barn, or corral constructed within fifty (50) feet of any dwelling or other building used for human habitation, or within one hundred (100) feet of the front lot line of the lot upon which it is located or within one hundred (100) feet of any public park, school, hospital, or similar institution.

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, nor shall exceed two stories in height.

3. Minimum Setback Requirements

Except as otherwise specifically provided on the recorded 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.

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) per cent of the total lot area shall be used for the dwelling and other structures unless otherwise determined 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 provisions of A-2, Page 3, of this Declaration of Reservations.

These Conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1991. At that time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by 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.