

Mary Ann Lee, DC
CIRCUIT CLERK AND RECORDER
CARROLL COUNTY, ARKANSAS

DECLARATION OF RESERVATIONS

UNIT 122

CARROLL COUNTY, ARKANSAS

THIS DECLARATION made this 25th day of May, 1994, 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 Unit No. 122, Holiday Island, Carroll County, Arkansas, as per plat thereof recorded in Plat Cabinet C , slide 211, 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.

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.

That the Committee of Architecture shall require not less than One Thousand Five Hundred (1,500) square feet in the dwelling portion of the structure.

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 any 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, 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, 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 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 Covenants.

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) One (1) professionally made unlighted sign not to exceed six square feet in area, advertising the lot for sale, lease or rent, may be erected and located not nearer than ten (10) feet to the adjoining lot nor nearer than five (5) feet to a street line; and
- (b) One (1) temporary sign not to exceed six (6) square feet in area, giving the names of the contractors, engineers, and architects may be erected during the construction period and located not nearer than ten (10) feet to the adjoining lot nor nearer than five (5) feet to a street line;

provided, however, that such signs must be removed within a reasonable period of time after the property is sold, leased, or constructed, as appropriate. The Committee may approve the location of any 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 common household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and are not kept in numbers which create, in the opinion of the Committee, an annoyance or nuisance to the neighborhood.

3. Building Exterior:

The exterior portion 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 right of ways.

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.

6. Electrical Power:

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

7. Nuisances:

No noxious or offensive activities (as determined by the Committee) shall be carried on upon any lot, nor shall anything be done thereon which may be or may become (in the opinion of the Committee) 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.

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. Sewage Disposal:

No privately owned sewage disposal system shall be permitted upon any lot or parcel of land covered by this Declaration.

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 fifty (150) days, unless specifically approved by the Committee.

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 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.

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, 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 for such use and then only after the said Committee shall have approved plans and specifications for the erection of the said permanent residence. In no event shall such trailer be allowed to remain on such lot in excess of one hundred fifty (150) days.

14. 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.

15. 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.

16. Mineral Rights:

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

17. Radio and Television Antennae and Television Satellite Discs:

No television antennae, radio antennae, television satellite discs, 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.

R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

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

1. Uses Permitted:

A one-family dwelling. The Committee shall require not

less than One Thousand Five Hundred (1,500) square feet in the dwelling portion of the structure.

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 and 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 ten (10) 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 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 setback shall be maintained of at least ten (10) 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, shall be divided into smaller lots, or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee in accordance with this Declaration.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until May 25, 2004, at which time said Conditions and covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of seventy five (75) percent of the lots in said Unit, it is agreed to change said Conditions in whole or in part.

This Declaration may be amended in whole or in part by an instrument signed by at least seventy five (75) percent of the owners of the lots in said unit. Such amendment must be recorded in the office of the Circuit Clerk and Ex-officio Recorder for Carroll County, Arkansas, in order to be effective.

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.

If any owner of any lot in said Unit or his heirs, or assigns, shall violate or attempt to violate any of the conditions or

covenants herein, it shall be lawful for any person or persons owning any other lots in said Unit 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 so doing 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 equity against any person or person violating or attempting to violate any such conditions or covenants and either to prevent him or them from so doing or to recover damages or other dues for each violation, is also expressly reserved to the Committee and to Declarant, its successors or assigns, whether or not Declarant is a lot owner.

Notwithstanding any other language herein, a breach of any of the foregoing Conditions 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 Conditions.

IN WITNESS WHEREOF, HOLIDAY ISLAND DEVELOPMENT CORPORATION, has caused its corporate name to be hereunto affixed by its officers thereunto duly authorized this 25th day of May, 1994.

HOLIDAY ISLAND DEVELOPMENT CORPORATION

BY: *John*
President

ATTEST:

Kathy B. Dees
Secretary

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF CARROLL)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, within and for the County 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 behalf of said corporation, for the purposes therein contained.

Witness my hand and seal as such Notary Public this 31st day of May, 1993.

My Commission Expires:

11-1-2002

Walter H. Williams
Notary Public