

ACKNOWLEDGEMENT

STATE OF ARKANSAS }
COUNTY OF BOONE } ss

On this 30th day of August A.D., 1967, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Henry W. Dietz and Henry W. Dietz IV to me known to be the identical persons who signed the name of the maker thereof to the within and foregoing instrument as its PRESIDENT and VICE PRESIDENT and acknowledged to me that the seal affixed hereto is the corporate seal of the corporation and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)

Jane S. Chandler

My Commission Expires: 6-1-71

Filed for Record 30th day of August 1967 at 3:30 o'clock P. M.

Troy Andrews, Clerk

Irene J. Andrews, D. C.

BILL OF ASSURANCE AND DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Diamond Acres, Inc. holds the title title to all the following described lands situated in Boone County, Arkansas, to-wit:

Starting at an axle at the center of SE ¼ Section 20, T-21-N, R-18-W: thence S 02 degrees 50' W 51.24 feet along the west line of SE ¼ SE ¼, said Section 20, to the point of beginning of the tract herein described: thence N 89 degrees 48' E 1327.32 feet to a point: thence S 00 degrees 12' E 560.00 feet to a point: thence S 89 degrees 48' W 264.93 feet to a point: thence S 00 degrees 12' E 400.00 feet to a point: thence S 89 degrees 48' W 2455.87 feet to a point on the easterly right of way line of Diamond Boulevard (Arkansas Highway Number 7): thence N 02 degrees 36' E 380.60 feet along said easterly line of Diamond Boulevard to the point of curvature of a curve left: thence continuing along said easterly line of Diamond Boulevard on said curve left having a radius of 517.47 feet, an arc distance of 138.78 feet to a point: thence N 04 degrees 44' E 416.12 feet to the point of curvature of a radius curve right: thence NORTHEASTERLY along said curve right having a radius of 30.00 feet, an arc distance of 44.54 feet to the point of tangency of said radius curve: thence N 89 degrees 48' E 1320.99 feet to the point of beginning, containing 57.15 acres according to the survey thereof.

The Grantor, Diamond Acres, Inc., has caused said lands be surveyed and subdivided to lots, blocks and street. Said subdivision has been named and shall henceforth be known and designated as Valley View Sub-Division of Diamond Acres, Inc., Boone County, Arkansas. Valley View Sub-Division of Diamond Acres, Inc., Boone County, Arkansas, contains two hundred sixty one (261) lots, and the Grantor has executed a plat showing the location of

said lots and the number and demensions of the lots in said sub-division; also, the locations, widths and names of the streets. All streets of said sub-division are hereby dedicated to the public for its use and benefits forever.

The plat of Valley View Sub-Division of Diamond Acres, Inc., Boone County, Arkansas, is recorded in Record Book _____, at page _____ in the office of the Circuit Court Clerk and Ex-Office 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 Valley View Sub-Division of Diamond Acres, Inc., Boone County, Arkansas.

SUBDIVISIONS 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, set-back requirements and the prohibition of certain undesirable uses and practices for the entire subdivision.

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 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.

(b) 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 as to the quality of workmanship and materials, harmony of external design with existing structures and as to the 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, Otto Dein and Fred J. Barr. A majority of the committee may designate a prerrepresentative 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 persuant 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, bam 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 practise 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 ----- House 25 feet from property line.

Side yards ----- House 5 feet from property line.

Corner lots----- House 25 feet from the front street.
House 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 or 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 anywhere within property lines.

V. AREA LIMITATIONS

No building shall be constructed unless it contains a minimum of 750 sq. ft. of living area.

VI. EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE

Perpetual easements as shown on the plats for the use of utilities shall be maintained and become a restrictions 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 use of 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 shrubs 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 connecting 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 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 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 or operate as a estoppel.

XI. SEVERABILITY

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

WITNESS my hand and seal on the 30th day of August, 1967.

(CORP. SEAL)

DIAMOND ACRES, INCORPORATED

Henry W. Dietz
President

Henry W. Dietz IV
Vice - President

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss
COUNTY OF BOONE)

On this 30th day of August, A.D. 1967, before me, the under signed, a notary public in and for the county and state aforesaid, personally appeared Henry W. Dietz and Henry W. Dietz IV to me known to be the identical persons who signed the name of the maker thereof to the within and foregoing instrument as its PRESIDENT and VICE PRESIDENT and acknowledged to me that the seal affixed hereto is the corporate seal of the corporation and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last written above.

(SEAL)

Jane S. Chandler
Notary Public

MY COMMISSION EXPIRES: 6-1-71

Filed for Record 30th day of August 1967 at 3:30 o'clock P. M.

Troy Andrews, Clerk

Irene J. Andrews, D. C.

BILL OF ASSURANCE AND DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Diamond Acres, Inc. hold the title title to all the following described land situated in Boone County, Arkansas, to wit:

A tract of land in SW ¼ SW ¼ Section 20, and in W ½ NW ¼ Section 29, T-21-N, R-18-W, 5th principal meridian, more particularly described as;
Starting at an iron pin as the center of SW ¼ Section 20, T-21-N, R-18-W: thence S 00 degrees 58 feet W 1280.00 feet along the east line of SW ¼ SW ¼ Section 20 to a point thereon: thence N 88 degrees 30 feet W 82.3 Feet to the point of beginning of the tract herein described: thence South 1378.00 feet to a point in SW ¼ NW ¼ Section 29: thence N 88 degrees 30 feet W 1040.00