

2006 18989
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 DFE Deed 17.00
 REC Recording Fee 0.00
 Total Fees: \$ 17.00

DECLARATION
OF
PROTECTIVE COVENANTS, CONDITONS AND RESTRICTIONS
RIDGEFIELD ADDITION PHASE II

WHEREAS, Jeff Quam Construction, Inc. (the "Developer"), is the record owner of the following-described property (the "Property"), to-wit:

Part of the East ¾ of the NW ¼ of the NE ¼ of Section 5. Township 19 North, Range 31 West, except one acre in a square in the NE corner of said forty acres more particularly described as follows; commencing at the NW corner of the NW ¼ of the NE ¼ of said Section 5, thence S 87°19'38" E 331.54 feet to the point of beginning; thence S 87°19'38" E 785.90 feet; thence S 02°18'34" W 208.71' feet; thence S 87°19'38" E 208.71 feet; thence S 02°18'34" W 1090.80 feet; thence N 87°29'17" W 992.34 feet; thence N 02°12'36" E 1302.31' feet returning to the point of beginning containing 28.67 acres, and being subject to Highway 102 right-of-way along the North side and being subject to any easements of record.

KNOW ALL MEN BY THESE PRESENTS:

That Developer has caused the Property to be subdivided and platted into lots, said subdivision to be known as Ridgefield Addition Phase II, in the City of Centerton, Arkansas, which plat has been filed of record. Developer hereby makes and enters the following protective covenants, conditions and restrictions with respect to said subdivision; hereby makes the following declaration as to limitations, restrictions and uses to which the lots constituting said subdivision may be put; hereby specifying that said declaration shall constitute covenants to run with all the land, as permitted by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision.

1. **APPLICATION.** This declaration shall not apply to Lots 1 and 2 of Block 4 of the subdivision, said lots being located within a commercial zoning district within the City of Centerton, Arkansas.
2. **USE AND BUILDING SIZE.** Each lot shall be used for single-family residential purposes only, and each house constructed upon a lot shall have at least 1,650 square feet of heated area, excluding porches, garages and breezeways and shall have a private garage for the storage of not less than two (2) automobiles.

3. **OUTBUILDINGS.** Outbuildings placed or erected on a lot shall not exceed one hundred sixty (160) square feet.
4. **COMMERICAL ACTIVITY.** No structure situated upon a lot shall be used for commercial purposes; provided, however, that Developer may maintain a construction shed within the subdivision until such time as all lots have been fully developed with construction of a house upon each.
5. **CONSTRUCTION CRITERIA.** All houses shall have a minimum of 1,650 square feet of heated space, and shall have a minimum of 75% exterior brick wall veneer.
6. **PARKING.** No boat, trailer, mobile home, motor home, recreational vehicle or other motorized equipment shall be parked on any street within the subdivision for more than a twenty-four (24) hour period.
7. **NUISANCE.** No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which be or may become an annoyance or nuisance within the subdivision.
8. **TEMPORARY STRUCTURES.** No structure of a temporary nature or character shall be used on any lot at any time as a residence or part of a residence, either temporarily or permanently. Provided, however, that nothing in the terms of this paragraph shall be construed to prevent the use of a temporary structure by a construction company as a temporary office or headquarters during construction of houses within the subdivision.
9. **EASEMENT CONSTRUCTION.** No structures shall be constructed in drainage easements.
10. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two (2) dogs, two (2) cats and two (2) each of other household pets may be kept, provided that they are not kept or maintained for commercial purposes.
11. **GARAGE AND REFUSE DISPOSAL.** Trash, garbage or other waste shall not be kept upon any lot except in sanitary containers. Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals on each lot by the owner thereof so as to maintain the same in a neat and attractive manner. No debris shall be allowed to accumulate upon any lot. Dead weeds, shrubs, vines and plants shall be promptly removed from each lot.
12. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot, except a sign of no more than four (4) square feet to advertise the lot/home for sale.

13. **TERM AND AMENDMENT.** These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date this declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Notwithstanding the foregoing, except as hereinafter limited, **at any time**, these covenants, conditions and restrictions may be waived, terminated and/or modified with the written consent of a majority of lot owners in the subdivision. If developer desires to amend these covenants, conditions and restrictions to reduce the minimum building size square footage as set in Paragraph 2, Developer shall first obtain approval of the City of Centerton, Arkansas. No such waiver, termination and/or modification shall be effective until the proper instrument, in writing, shall be executed and recorded in the office of the Recorder for Benton County, Arkansas.

14. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation or to recover damages.

15. **SEVERABILITY.** Invalidation of any one of these covenants, conditions or restrictions by judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

