

Certificate of Record - Fort Smith District of Sebastian County, Arkansas

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Doris Tate, County Clerk and Recorder

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIDGEWOOD
AT RYE HILL PHASE I (LOTS 1-55)
TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS**

KNOW ALL MEN BY THE PRESENTS:

WITNESSETH:

WHEREAS, Bransen Harris Properties, LLC (herein referred to as "Developer") also the Owner of Ridgewood at Rye Hill (Lots 1-55) as reflected upon a plat of said subdivision filed in Plat Book _____ at Page _____ filed on _____, 2007 of the Plat Records of Sebastian County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Sebastian County, Arkansas, and which plat is by reference, made a part of this Declaration, and this Declaration is likewise made a part by reference of said plat; and

NOW THEREFORE, the Developer declares that the Lots in said Ridgewood at Rye Hill (Lots 1-55) are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth or as hereinafter changed or amended.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located and situated in Sebastian County, Arkansas, and which subdivision is located on the following lands, to-wit:

All Lots, in Ridgewood at Rye Hill Phase I (Lots 1-55) as reflected upon a plat of said subdivision filed in Plat Book _____ at Page _____ filed on _____, 2007 of the Plat Records of Sebastian County, Arkansas.

RIDGEWOOD AT RYE HILL PHASE I (LOTS 1-55) PART OF SECTION 19, T-7-N, R-31-W FORT SMITH, SEBASTIAN COUNTY, ARKANSAS.

ARTICLE II

DEFINITIONS

2.1 The following terms as used in this Declaration of Covenants of Assurance and Restrictions are defined as follows:

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- a. **"City"** means City of Fort Smith, Arkansas.
- b. **"Declaration"** means this Declaration of Covenants, Conditions, and Restrictions for Ridgewood at Rye Hill Phase I (Lots 1-55) to the City of Fort Smith, Arkansas.
- c. **"Developer"** shall mean and refer to Bransen Harris Properties, LLC.
- d. **"Lot(s)"** or **"lot(s)"** means any numbered lot designated on the Ridgewood at Rye Hill Plat of the property, except as may be hereinabove excepted. When the context so requires, the reference to "Lot" or "lot" shall also be deemed to be a reference to the Single Family Lots.
- e. **"Member"** or **"Members"** shall mean Owner or Owners and their guests or invitees.
- f. **"Owner"** or **"Owners"** shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot subject to these By-Laws, except that such term shall not mean Developer regardless of whether Developer has a fee simpler interest in any Lot.
- g. **"Plat"** means the map of the plat of Ridgewood at Rye Hill Phase I (Lots 1-55) to the City of Fort Smith, Arkansas, as they are recorded.
- h. **"Property"** means Ridgewood at Rye Hill Phase I (Lots 1-55) to the City of Fort Smith, Arkansas, as the same may be shown on the plat referenced hereinabove and recorded in the Fort Smith District of Sebastian County, Arkansas.
- i. **"RARC"** shall mean and refer to the Ridgewood at Rye Hill Architectural Review Committee.
- j. **"Single Family Lot(s)"** shall have the meaning set forth in Section 3.1 below.
- k. **"Subdivision"** shall mean Ridgewood at Rye Hill Phase I (Lots 1-55) to the City of Fort Smith, Sebastian County, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of the Fort Smith District of Sebastian County, Arkansas.

ARTICLE III

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RESTRICTIONS AND RESIDENTIAL LOTS

- 3.1 Restriction of Use and Type of Dwelling: The Lots in Ridgewood at Rye Hill Phase I (Lots 1-55) shall be used exclusively for single family residential purposes; No trade or business shall be carried on upon any Lot on said subdivision. There shall be no dwellings erected on any Lots in this Subdivision other than a single-family detached dwelling, having at least a two car attached garage. Each garage shall be fully enclosed and contain full length doors at the entrance way thereto. No garage shall be used by anyone other than the Owner of the Lot on which the garage is situated or his family or a bona fide guest. Each resident shall have a concrete driveway connecting the garage to the street, and each driveway shall be of adequate width to accommodate two automobiles when parked side by side, but in any event not less than sixteen (16) feet in width.
- 3.2 Minimum Square Footage and Exterior: There shall be a minimum square footage requirement on all dwellings constructed on the Single Family Lots. The ground floor living area for each of the dwellings constructed on any Single Family Lot shall be a minimum of 1,500 square feet of heated area. These minimum square footage requirements are exclusive of garages, porches, patios, and decks. If the Developer decides to amend the square footage by reducing it below the stated minimum requirements, the Developer must first seek the approval of the City of Fort Smith and the RARC. The exterior of all dwellings erected on any Lot shall be of a masonry veneer construction to the extent that the said exterior wall area will be no less than 90% brick or stone or a combination thereof, on the ground floor only, excluding windows, doors, gables, and garage doors. All fascia boards will be two (2) inch by six (6) inch construction and covered with aluminum. All foundations shall be constructed of concrete block or shall be constructed by using a monolithic poured concrete slab method. In addition, all buildings or structures built on any Single Family Lot must be constructed in accordance with all applicable city codes, rules and regulations applicable to building materials. All other exterior products to be made of maintenance free material. There shall be no masonite, T111 or other similar products used as siding.
- 3.3 Roofs: Each dwelling erected on a Single Family Lot shall have a minimum roof pitch of 7/12. All roof overhangs will be a minimum of six (6) inches. All shingles shall be Weatherwood as manufactured by Tamko.
- 3.4 Fences: No fence shall be constructed on a Single Family Lot in the area between the front building line of any dwelling and the front line of any lot. No fence on a corner Lot shall be constructed beyond the side setback line toward the street except for the community entry. Any privacy fences shall be constructed so that the framing shall be toward the inside of the Owner's lot. Chain link fences, wire, hog wire, or similar materials are prohibited. All parts of fences which face the street shall be of new materials constructed of wood shadow boxes, wrought iron or masonry or a combination thereof; provided, however, any fences along the side yard of a lot or the back of a lot may be constructed of wood. All fencing and fencing materials must meet RARC approval. Fencing on perimeter lots shall not exceed six (6) feet in height. All

walls located in the Subdivision shall remain intact and undisturbed and no person or entity shall be allowed to maintain any ingress or egress through said wall or walls. 10231

- 3.5 Parking: No inoperative vehicles of any nature shall be permitted to remain on any Lot or Lots for a period in excess of one day. It is the intention of the Developer that, except on special occasions such as a party at an Owner's residence, that all parking shall be in driveways and not on the street. Accordingly, no vehicle shall be parked on the street for more than two (2) consecutive days and shall not be parked overnight on the street. Automobiles, trucks, or obsolete vehicles or machines no longer in service shall not be repaired, overhauled, or otherwise worked on in the streets, driveways, or yards. No vehicle maintenance shall be performed on the streets or in the front yards or on parking pads of any Lot. No commercial vehicle, semi trailer trucks, delivery vans, or commercial utility vehicles can be parked on the street or in the driveway of a Lot at any time, except for the purpose of making a delivery or temporary repairs or maintenance for a Lot or dwelling in the Subdivision. All private drives and driveways on said Lot or lots connecting said Lot or Lots with the public street shall be concrete at least 16 feet in width and no vehicles (including boats, trailers, or recreational vehicles) shall be parked except upon an area paved in concrete for such purposes. Each residence shall have a sidewalk of not less than 3'-0 wide connecting to the sidewalk on the adjoining lot. All sidewalks shall be constructed of concrete and shall be constructed starting at 5'-0 from the existing street curb.
- 3.6 Recreational Vehicles and Boats: Recreational and camping vehicles, trailers, and boats may be stored and parked on the Lots; however, these vehicles, trailers and boats shall be located behind the dwelling or the side lot of the dwelling but only if screened by a privacy fence which is at least 6 feet in height so that such vehicles, trailers, or boats will not be readily visible from any street or adjoining Lot. Provided, however, in the case of corner Lots, such vehicles, trailers and boats shall not be parked on the side yard next to the street adjacent to the side yard of the corner Lot, but shall be parked to the side of the Lot which is opposite to the street. Any such fences must be constructed in accordance with these Covenants.
- 3.7 Animals: No animals or livestock of any kind shall be raised, kept, or bred on any Lot in the Subdivision except that dogs, cats or other household pets may be kept; provided they are not kept, bred or maintained for any commercial purposes and provided that the same are not a nuisance to the neighborhood. No poultry of any kind shall be kept on any Lot in the Subdivision. All pets shall be maintained in accordance with the ordinances of the City of Fort Smith.
- 3.8 Play Equipment: No playground, swing sets, trampolines, swimming pools, picnic tables, or similar equipment is allowed in the front yards of any Lot.
- 3.9 Trash: No scrap material, rubbish, or debris shall be permitted to accumulate upon the premises. Trash receptacles are to remain behind the front building line of any house except for the twelve hours before and after the scheduled trash pick up. All homeowners in the Subdivision shall be required to have mandatory trash pickup as provided by the City of Fort Smith, Arkansas, or private enterprises providing such services.

- 3.10 Mailboxes: Mailboxes are to be masonry (to match the dwelling unit) box/stand combination unit. Specifications for mailboxes are to be supplied by the RARC or Developer. Mailboxes must be located at or adjacent to the side Lot lines.
- 3.11 Signs: No signs of any kind shall be displayed to the public view on any Lot except for one professional sign of not more than nine square feet advertising the property for sale or rent, or signs and flags used by the builder to advertise the properties in the Subdivision during the construction and sales period. All signs must comply with applicable city ordinances.
- 3.12 Nuisances, Trade or Business: There shall be no trade or business conducted in, upon or from any single family Lot or from any building thereon, except that an Owner or occupant may conduct business activities within the residence so long as the following conditions are met: (a) The existence or the operation of the business activity is not apparent or detectible by sight, sound, or smell from the outside of the residence; (b) the business activity conforms to all zoning requirements for the property; (c) the business activity does not involve regular visitation of the residence by clients, customers, suppliers, or other business invitees or door to door solicitation of residence of the Subdivision; (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, hazard, offensive use, or threaten the security or safety of other residence of the Subdivision; and (e) the business activity done not require employees to come to or work at the residence. No noxious or offensive activities or nuisances shall be permitted on any Lot.
- 3.13 Yard Maintenance: All Lots in the Subdivision shall be maintained in a neat and orderly manner so as not to detract from the surrounding neighborhood. All grass and weeds on any vacant Lot shall not exceed 6 inches in height. All front, side and rear yards are to be sodded. Outside clotheslines or other outside facilities for airing clothes shall not be erected, placed, or maintained except within a fenced backyard or otherwise concealed and not visible from the public thoroughfares.
- 3.14 Antennas and Satellite Dishes: No communication mast, tower, or structure may be installed unless it is constructed behind the dwelling in the rear yard on any Lot, with the uppermost point of any such equipment to not be more than two feet above the highest point of the roof of the dwelling. Any satellite dishes shall be placed behind the dwelling in the rear yard inside and within the building setback lines of the side and rear yard. Any satellite dishes in excess of 18 inches in diameter are prohibited in the Subdivision.
- 3.15 Temporary Structures and Outbuildings: No structure of a temporary character, trailer, mobile home, tent, shack, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No outbuilding shall be constructed or placed on any Lot or Lots in the Subdivision unless it is constructed in such a way as to not detract from the general appearance of the neighborhood. The outbuilding shall be constructed with the same color, exterior materials, roofing, and trim as the main structure. No sheet metal, iron, or tin shall be used for siding or roof or any part thereof. Any such building must be constructed behind the rear building line of the house and inside the side building set back lines of the rear yard. All outbuildings erected or placed on any Lot shall be maintained in good repair and in a neat and attractive condition. All plans for outbuildings must be approved in writing by the RARC or the Developer, and the

RARC shall have the right to limit the number of outbuildings per Lot, including the right to allow no more than one outbuilding per particular Lot.

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- 3.16 No Lot Split: No Lot shall be split, divided, or replatted without the express written approval of Developer and the RARC.
- 3.17 Machinery and Equipment: No machinery or equipment or large trucks of any kind shall be placed, operated, or maintained upon or adjacent to any single family Lot except such machinery equipment as is usual and customary in connection with the maintenance or construction of a private residence or appurtenant structures; provided, however, such machinery or equipment may be so placed, operated, or maintained by any governmental or quasi-governmental agency or a public utility. However, machinery and equipment for a home workshop may be placed, operated, and maintained inside a private residence, including an enclosed garage provided such activity is not visible from the public thoroughfare.
- 3.18 Approval of Plans: All plans for improvements to be constructed on Lots in the Subdivision shall be first submitted for review and approval by the RARC. Until such time as the RARC is formed in accordance with the By-laws of the Association, the Developer shall act as and constitute the RARC. Approval from the RARC must be obtained in writing before construction of any improvement on any Lot in the Subdivision begins. Any material variances to the improvements initially approved by the RARC must be resubmitted to the RARC for approval in writing. In addition, the plans must show the following:
- a. UTILITIES: All utilities, including telephone wiring, irrigation, and the like shall be placed below grade except that transformers or any other equipment, which is impractical to place below the grade, may be placed above the ground.
 - a. AIR CONDITIONING APPARATUS: No air conditioning apparatus shall be installed on the ground in front of the residence unless approved by the RARC. No air conditioning apparatus or evaporation cooler shall be installed on any front wall of the residence.
 - b. WATER AND SEWER: No individual water supply system or sewage disposal system shall be maintained on any single family Lot and dwellings must attach to such facilities provided by the water and sanitation district serving the area.
 - c. MINERAL EXPLORATION DEVELOPMENT: No operation for mining or exploration for or removal of any water, hydrocarbons, or other materials of any kind, gravel, or any other earth substance of any kind shall be conducted on any Lot.
 - d. LANDSCAPING: All Lots shall be sodded on the front and side yard portions and any and all Lots which abut a public thoroughfare or street, shall have that portion of the side yard which shows sod as well.
- 3.19 Covenants to Run with Land: These covenants and restrictions shall be binding on all parties, their heirs and assigns, for a period of thirty (30) years from the date hereof, after which time they shall be automatically extended for successive

periods of ten (10) years each; provided, however, that these covenants and restrictions may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Owners of Lots in the Subdivision. Such amendments shall be made in writing in recordable form and shall be recorded with the Registrar of Deeds in the Fort Smith District of Sebastian County, Arkansas.

Notwithstanding anything above to the contrary, after the expiration of the initial thirty (30) year period as set forth above, or any successive 10 year period, at any time within six (6) months after the expiration of such period, a majority of the Lots, through their record Owners, may express their intention, in writing, so drafted and executed as to be recorded with the Registrar of Deeds in the Fort Smith District of Sebastian County, Arkansas, that they no longer care for the covenants, and the same shall then be terminated. Otherwise, if no action is taken within such prescribed time, this Declaration shall continue for such additional ten (10) year periods.

- 3.20 Violation of Covenants: If the parties herein or any of them or their heirs or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any said Lot or Lots in the Subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, to prevent him or them from so doing or to recover damages or other remedies for such violation.

ARTICLE IV MISCELLANEOUS

- 4.1 Severability: Invalidation of any one or more of these provisions by judgement or court order shall in no way affect any of the other provisions herein contained.
- 4.2 Waiver: Failure of any of the parties, their heirs, successors or assigns, to exercise any of the options contained herein upon breach by any other party subject to this Declaration, shall not continue a waiver of that party's right to enforce such options upon future breach.
- 4.3 Governing Laws: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arkansas.

