

COVENANTS AND RESTRICTIONS
FOR SHADOW RIDGE SUBDIVISION PHASE I AND II

**These Covenants and Restrictions completely replace the first set of Covenants and Restrictions filed of record as Doc#2009-1383, AND Doc#2009-1384, January 28, 2009, in the records of Faulkner County, Arkansas. Said first set of Covenants and Restrictions are hereby repealed and null and void.

WATSON RANKIN, LLC, TRINITY DEVELOPMENT INC., and WATSON HOMES, INC. hereinafter referred to as "Grantor", as owner of the hereinafter described lands in Faulkner County, Arkansas, instilled with significant natural beauty, hereby impresses these covenants and restrictions upon the property for the purpose of protecting the development and its future owners by making it attractive aesthetically and providing for the orderly growth of the area, thereby preserving property values for the benefit of the landowners. These provisions, which shall run with the land and be binding on all owners and future owners, are as follows:

1. **AREA OF APPLICATION.** These covenants shall apply to those lands situated in Faulkner County, Arkansas, more particularly described as:

Lots 7-133, Shadow Ridge Subdivision Phase I, as shown on a plat of record in Book of Town Plats, Volume K, Page 352, of the records of Faulkner County, Arkansas

AND

Lots 136-144 and 146-157, Shadow Ridge Subdivision Phase II, as shown on plat of record in Book of Town Plats, Volume K, Page 353, of the records of Faulkner County, Arkansas

The filing of said Plat and of these Restrictive Covenants and a copy of said Plat for record in the Office of the Circuit Clerk and Ex-Officio Recorder of Faulkner County, Arkansas, shall be a valid and complete delivery and dedication of the streets, subject to the limitations herein set out.

Said land herein platted, and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants, to-wit:

2. **LAND USE AND BUILDING TYPE.** No tract or lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one-family dwelling, not to exceed two stories in height, except that outbuilding for storage purposes may be constructed upon each lot provided that the size and type of the outbuilding proposed is first approved by the Architectural Control Committee and is of the same general construction as the residence. No open carports for vehicles or boats shall be allowed. No boats or other boating equipment will be stored in the open on any of the tracts or lots. Garbage containers shall be concealed from public view, and shall not be placed on the street for pick-up

except on the day of such service. No butane or other fuel tanks will be permitted unless they are placed and concealed within attractive fences approved by the Architectural Control Committee. All dwellings must be constructed of new materials with exterior walls of at least 30% stone or brick with the remaining 70% being **APPROVED** vinyl siding, stained or finished wood.

All roofs must have a minimum of 6-12 degree pitch. The Architectural Control Committee must approve any variations.

All yards must be sodded and approved by the Architectural Control Committee.

All mailboxes must be of same make and model as used throughout the subdivision. The Post Office must be contacted prior to construction of each mailbox.

3. DWELLING SIZE. The floor area of any residence, exclusive of open porches and closed garages, shall be as follows:

Lots 7 through 61: 1,600 square feet heated and cooled for a one story dwelling or less than 1,000 square feet for a dwelling of more than one story, provided, however that a dwelling of more than one story shall contain the minimum aggregate of 1,600 square feet as described above.

Lots 62 through 125: 1,400 square feet heated and cooled for a one story dwelling or less than 1,000 square feet for a dwelling of more than one story, provided, however that a dwelling of more than one story shall contain the minimum aggregate of 1,400 square feet as described above.

Lots 126 through 133: 1,250 square feet heated and cooled for a one story dwelling or less than 1,000 square feet for a dwelling of more than one story, provided, however that a dwelling of more than one story shall contain the minimum aggregate of 1,250 square feet as described above.

Lots 136 through 144 and 146 through 157: 1,400 square feet heated cooled for a one story dwelling or less than 1,000 square feet for a dwelling of more than one story, provided, however that a dwelling of more than one story shall contain the minimum aggregate of 1,400 square feet as described above.

4. BUILDING LOCATION. The location of any building shall meet the minimum required setbacks as set forth by the City of Conway.

5. EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. In addition thereto, a 7 ½ foot easement exists for drainage along the back of each lot. No structures, planting or other material shall be placed or

permitted to remain on these easements which would damage or interfere with the installation and maintenance of utilities or change the direction of flow of drainage in said easement. The easement area of each lot shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible.

6. NUISANCES. No noxious or offensive activity 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.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, mobile home, travel trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, or maintained on the property for any reason.

8. SIGNS. No sign of any kind shall be exposed to the public view of any lot except one professional sign or not more than one square foot, one sign of not more than five square foot advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. TREES. No tree shall be cut without the prior approval of the Architectural Control Committee or its representative which is larger than six inches in diameter twelve inches above the ground, except when the cutting of a tree is necessary to clear a site for construction of a dwelling or other building as allowed herein.

10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, kept or bred on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, and further provided that they are properly vaccinated, licensed, maintained, and restricted so as to prevent their being or becoming a nuisance.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers; all incinerators or other equipment for the storage or disposal of such waste shall be kept in a clean and sanitary condition, concealed from public view, and allowed on the street only on the day of trash pick up.

12. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 a line connecting them at points 30 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 limitation shall apply on any lot within ten feet from the intersection of a street property line and the edge of a driveway. No tree shall be permitted to remain within such distance of such aforementioned intersections unless the foliage line is maintained at such a height as to prevent obstruction of such sight line.

13. ARCHITECTURAL CONTROL. The construction, erection, placement or alteration of any building or improvement on any site shall be begun only after the construction plans and specifications therefor, together with a plot plan showing the location of the structure or improvement upon the site, have been submitted to and approved by the Architectural Control Committee as to quality or workmanship and materials, harmony of external design with existing structures, and as to 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 set back line, unless similarly approved. Approval shall be as provided in Paragraph 14 hereof.

14. ARCHITECTURAL CONTROL COMMITTEE. The Architectural control Committee is composed of Kevin Watson and Jim Rankin, Jr.. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee, 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 pursuant to this covenant. At any time, the then record owners of a 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 it to 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 30 days plans and specifications which have been submitted to it, or in any event, if no suit to enjoin the constructions 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.

15. TERM. These covenants and restrictions shall remain in force for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been received, agreeing to change said covenants in whole or in part.

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

17. **FENCING.** No chain link fences shall be allowed. No fences of any other type shall be erected upon any lot without the prior approval of the Architectural Control Committee.

18. **SHADOW RIDGE PROPERTY OWNERS ASSOCIATION, INC.** With respect to the Shadow Ridge Property Owners Association, Inc. hereinafter referred to as "Corporation" and its facilities, Grantor, by this declaration, and all the owners of tracts or lots lying within the above-described property, by their acceptance of their deeds of conveyance, covenant and agree as follow, that:

(a) All land owners shall automatically be members of the Corporation and shall enjoy the privileges and be bound by the obligations contained in the Corporation's Articles and By-laws.

(b) Each land owner shall pay to the Corporation an annual assessment equal to a sum not less than such owner's pro rata allocation of the total sum necessary to provide for the maintenance and operation of the recreation facilities, related facilities and the common areas so designated by the Grantor. The Grantor hereinabove listed shall only be required to pay dues to the corporation for lots upon which a house has been constructed and connected to the waste water system.

(c) In addition to the annual assessments authorized above, the Corporation may levy in any assessment year special assessments for the purpose of defraying, in whole or in part (i) the cost of any construction, reconstruction, repair or replace of a capitol improvement, including fixtures and personal property related thereto or (ii) the expense of any other contingencies; provided that any such assessment shall have the assent of the landowners of at least fifty-one percent (51%) of the acreage in the development, including additions hereto.

(d) The amount of the annual special assessment against any land owner shall be assessed by the Corporation as a lien at the beginning of each annual assessment period. Each assessment shall be due and payable within thirty (30) days of assessment, and upon default of the payment within such period of time, shall be a lien against each lot or lots owned by the defaulting owner, and the Corporation shall be entitled to enforce the payment of said lien according to the laws of the State of Arkansas and to take any other actions for collection from the defaulting parties.

(e) Each land owner shall be obligated to connect to the central sewer system installed by Grantor and maintained by the Corporation upon the following terms and conditions: (1) the land owner shall pay the connection fee set by Grantor; (2) the owner shall be responsible for the prorated share of the monthly expenses for the operation and maintenance of the system by payment of dues to be established by the Corporation. The dues shall constitute a lien on the owner's property which shall run with the land. Should owner fail to provide any repair necessary to maintain its residential system in compliance with the requirements of the Arkansas Department of Health after thirty (30) days written notice from the Corporation of such failure, the Corporation shall be entitled to proceed to provide the necessary repairs. In such event, owner shall be responsible for the costs of repair or replacement within ten (10) days of receipt of notice of such costs. Such expense shall constitute a lien on the property in the same manner as the dues for the central system. Owner grants to Grantor, the Corporation, and their agents, the right to enter upon the property for the installation, repair, and maintenance of the system.

(f) The Grantor shall have the right to add additional property to the area to be covered by these provisions.

(g) Both annual and special assessments of the Corporation may be collected on a monthly basis.

19. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no manner affect any of the other provisions hereof, which shall remain in full force and effect.

20. FUTURE AMENDMENTS. No portion of these covenants and restrictions shall be waived or amended without the consent of 80% in area of the then-owners of acreage within the subject lands.

EXECUTED this _____ day of April, 2009.

GRANTOR:

By: _____
Jim Rankin, Jr. President
Trinity Development Co., Inc.

By: _____
Kevin Watson, Member
Watson Rankin, LLC

By: _____
Jim Rankin, Jr., Member
Watson Rankin, LLC

By: _____
Kevin Watson, President
Watson Homes, Inc.

ATTEST:
