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MISC2014- 10547

CERTIFICATE OF RECORD
STATE OF ARKANSAS COUNTY OF WHITE
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD
AND IS RECORDED AS STAMPED HEREON.

DATE 9-5-14 TIME 1:00 PM
BOOK 2014 PAGE 10547
TAMI KING, WHITE COUNTY CLERK

Lakisha Smith, D.C.

Bill of Assurance
And
Declaration of Covenants and Restrictions for

Ridgewood Subdivision

KNOW ALL MEN BY THESE PRESENTS:

That Ridgewood Development LLC, hereinafter called Grantor, being the sole owner of the following described land situated in Searcy, White County, Arkansas, to-wit:

LEGAL DESCRIPTION -- RIDGEWOOD SUBDIVISION, PHASE III:
A PART OF THE SW $\frac{1}{4}$ OF SECTION 8, T-7-N, R-7-W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CALCULATED POINT FOR THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 8; THENCE S 01'01'37" W ALONG THE EAST LINE OF SAID SW $\frac{1}{4}$ A DISTANCE OF 615.77 FEET TO A CALCULATED POINT; THENCE DEPARTING FROM SAID EAST LINE, N 89'29'09" W A DISTANCE OF 1035.21 FEET TO A FOUND $\frac{1}{2}$ " REBAR AT THE SW CORNER OF LOT 18, RIDGEWOOD SUBDIVISION, PHASE I, BEING THE POINT OF BEGINNING; THENCE N 89'29'09" W, 544.20 FEET TO A FOUND $\frac{1}{4}$ " REBAR; THENCE N 01'03'36" E, 1274.86 FEET TO A FOUND $\frac{1}{4}$ " REBAR; THENCE S 89'28'52" W, 243.67 FEET TO A FOUND $\frac{1}{4}$ " REBAR AT THE NW CORNER OF LOT 125, RIDGEWOOD SUBDIVISION PHASE II, THENCE ALONG THE WEST BOUNDARY OF RIDGEWOOD SUBDIVISION, PHASE II, S00'31'08"W, 100.00 FEET TO A FOUND $\frac{1}{4}$ " REBAR; THENCE S 25'57'19" E, 55.86 FEET TO A FOUND $\frac{1}{4}$ " REBAR; THENCE S01'04'15"W, 989.83 FEET TO A FOUND $\frac{1}{4}$ " REBAR; THENCE S 00'30'51" W, 50.00 FEET TO A FOUND $\frac{1}{4}$ " REBAR ON THE SOUTH RIGHT-OF-WAY LINE OF ADAMSON DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF ADAMSON DRIVE S 89'29'09" E, 272.93 FEET TO A FOUND $\frac{1}{4}$ " REBAR AT THE NW CORNER OF LOT 18, RIDGEWOOD SUBDIVISION, PHASE I; THENCE S 00'30'51" W, 105.00 FEET TO THE POINT OF BEGINNING CONTAINING 8.49 ACRES MORE OR LESS. SUBJECT TO ALL EXISTING EASEMENTS FOR ROADS OR OTHER PURPOSES.

Said tracts shall be known, designated and hereafter referred to as Ridgewood Subdivision, and the Grantors hereby dedicate to the public forever all streets and rights-of-way, of the width, length and location as set forth on said plat filed herewith.

Grantor, as sole owner of said tract, hereby makes the following declarations as to limitations, restrictions, and uses to which the lots constituting said tract may be put, hereby specifying that said declaration shall constitute covenants to run with the land as provided by law, and shall be binding on all parties and on all persons claiming under them, and for the benefit of all future owners in said tract, this declaration of restrictions being designated for the purpose of keeping said real property desirable, uniform and suitable as residential property and the use thereof as herein specified.

Let

This Instrument prepared by:
Craig Lackie
P.O. Box 1373
Searcy, AR 72145

FULLY PROTECTED RESIDENTIAL AREA: The residential area covenants hereinafter set forth in the entirety shall apply to the entire tract herein above described.

LAND USE AND BUILDING TYPE: No lot within this tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height.

BUILDING LOCATION: No building shall be located on any lot nearer than 25 feet to the front lot line or to any side street line, **except that in the case of the first lots located on the right and left of a street which ends in a cul-de-sac, the front yard setback requirements shall be reduced to seventeen (17) feet from the front property line.** No building shall be located nearer than 7 feet to the side lot line, with a combination of side yards not less than twenty percent (20%) of lot width, except that no side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as part of the building. All building locations must be in compliance with the City of Searcy, Arkansas building code.

DWELLING SIZE, DESIGN, MATERIALS, AND MISCELLANEOUS: All plans shall be approved by the Grantor, or his designated representative. The following design standards shall be applicable to all Lots in the Subdivision.

Square Footage. No dwelling shall be constructed on any lots which has a heated and cooled floor area of less than 1,250 square feet.

Roof Pitch; Shingles. No dwelling constructed on any Lot shall have a roof pitch of less than 7" rise over 12" run. Only 30 year architectural asphalt shingles shall be utilized as a roofing material on any building in the Subdivision.

Exterior Finish. No less than 60% of the surface area of any building constructed in the Subdivision, including gables, shall consists of brick, synthetic stone or EIFS/*Dryvit*, or other similar materials. Vinyl siding is limited to use on the soffit, fascia, and up to 10% of the surface area of the front and sides of a buildings constructed upon a Lot. No exposed concrete block foundations are permitted.

Mailboxes. All mailboxes installed on Lots in the Subdivision shall be installed in pedestals constructed of the same masonry finish materials as the exterior of the dwelling constructed on the Lot, or shall be black in color and mounted on black metal or injection molded posts of good design and quality.

Outbuildings. Any storage building, detached garages or buildings, shall be constructed of the same materials as the dwelling constructed on the Lot as to be compatible with the architecture of the dwelling.

Garages. Each dwelling constructed on a Lot shall be served by at least a one car attached garage with a garage door and side walls.

Fencing. All fencing installed upon any Lot shall be of wood or vinyl construction and no taller than 6 feet. Except that good quality black vinyl coated chain link fence may be used. Except that chain link or wire fencing maybe used in rear areas not visible from front or side streets. Fences shall not be located closer to any street than the residence.

ACCESSORY BUILDINGS: Any storage buildings, detached garages or buildings other than residences shall be of matching color and/or materials so as to be compatible with the principal residence.

SPECIFIC USES and ACTIVITIES PROHIBITED:

1. No temporary structure of any type, including but not limited to, trailer, tent, shack, garage or barn shall be used at any time as a residence.
2. No vegetable gardens shall be situated or located in the front or side yards of any residence.
3. No motor homes, recreational vehicles, camper trailers, travel trailers, utility trailers, boat trailers, and garden tractors shall be permitted upon any Lot except in an enclosed garage or in the rear yard, shielded from view from adjoining Lots and the street by a privacy fence.
4. Except during construction of any structure upon part of the described land, no truck larger than a pick-up truck shall be permitted to be parked at or upon any Lot of the Subdivision.
5. All vehicles, including, without limitation, automobiles, permitted trucks, garden tractors, motor homes, recreational vehicles, boats and boat trailers, and utility trailers of the owners of Lots in the Subdivision are not permitted to be parked on the city street except on a temporary, non-recurring basis.
6. No satellite type T.V. or radio antennas are to be located in the front or side yards of any lot, or on the exterior front or side of any dwelling.
7. No tree, wall, hedge or shrub planting which obstructs traffic sight lines on corner lots.
8. No animals, livestock or poultry shall be kept on any Lot in the Subdivision except ordinary household pets belonging to the household, provided they are not kept, bred or maintained for any commercial purpose.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. No building, dam impoundment, or obstruction will be built, constructed or arranged in such a way as to retard the natural drainage flow of rainfall from entering the ditches or other drainage structures of the subdivision.
11. All property owners, including builders, shall keep all grounds, yards and adjoining tracts mowed, trimmed and clean, and all houses and fences in neat repair. Each lot owner will be required to keep his lot mowed so that grass and weeds will not exceed the height of 10 inches. Violation of this provision shall entitle Grantor, its successors, and assigns to mow said lot and charge the cost of same to such offending lot owner. Such expense shall constitute a lien against such lot.
12. The owners of Lots 3 & 19 in the Subdivision, being the Lots adjacent to which the Grantor has installed entrance structures on either side of the streets by which access is gained to the Subdivision, shall be responsible for maintaining grass and landscaping around entrance.
13. Lot 16 in the Subdivision shall be used for a temporary emergency access to meet Searcy's fire code until a permanent emergency access is built in Phase 2 of Subdivision.

EROSION CONTROL: The Owner of any Lot or the Builder or Contractor of any Lot shall be responsible for installing and maintaining temporary erosion controls through the course of construction of any improvement on said Lot, including but not being limited to a temporary silt fence which shall be installed parallel to and the adjacent to any street prior to any construction on a Lot. Placement of said fence shall be eight feet behind the back of any curb or Lot line and shall extend to each Lot line. The owner of any Lot or the Builder or Contractor of any Lot shall be allowed one twenty-five foot construction entrance through the silt fence. The construction entrance shall be fully graveled from the back of the curb or Lot line to a temporary parking area within the Lot. Gravel shall be of adequate depth and density as to prevent the tracking of mud onto the public streets by vehicles. The gravel construction entrance shall be replaced with the aforesaid permanent concrete, asphalt, or bituminous material driveway as necessary. Once building construction is complete, final grades established, and the soil stabilized against erosion by sodding or other measures, the silt fence can be removed and final landscaping can be completed. This provision is intended to ensure that the development complies with all Arkansas Department of Environmental and Quality (ADEQ) regulations pertaining to storm water discharges associated with construction activity.

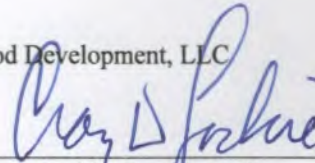
EASEMENTS: Easements for the installation and maintenance of utilities and drainage are reserved as shown on the recorded plat. The course of any existing major drainage area shall not be altered without prior consent of the City of Searcy. See plat for any special easements.

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 twenty-five years from the date these covenants are recorded, after which period said covenants shall be automatically extended for a successive period of ten years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or part.

SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed and sealed on this 22nd day of August, 2014.

Ridgewood Development, LLC



By: Craig D. Lackie, President of
CDL Management, Inc., Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS,

County of White

On this day, before me personally appeared Craig D. Lackie to me personally well known, who acknowledged that he was the President of CDL Management, Inc, the Manager of Ridgewood Development, LLC, a limited liability company, and that he, as such officer, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal this 22nd day of August, 2014.

Kay Knife
Notary Public

My commission expires July 15, 2015

