

THIS INSTRUMENT PREPARED BY:

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**BILL OF ASSURANCE
RIDGEVIEW TRAIL
PHASE I**

(Lots 1-45, Block 1 and Lots 1-15 Block 2 and Tracts A & B, Ridgeview Trail, an Addition to the City of Maumelle, Pulaski County, Arkansas, Plat _____)

PART A. PREAMBLE:

WHEREAS, Maumelle Ridge 223, LLC (hereinafter referred to as the “Allotor” and sometimes hereinafter referred to as the “Developer”) is the owner, by virtue of deed records filed in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, of the following land situated in Pulaski County, Arkansas, to wit:

LEGAL DESCRIPTION

Part of the N ½ of Section 29, T-3-N, R-13-W, City of Maumelle, Pulaski County, Arkansas, more particularly described as follows: Commencing at the Northwest corner of said Section 29; thence N90°00'00" E, 2564.28 ft.; thence S00°00'00" W, 611.08 ft. to a point on the South Right-of-way line of Odom Boulevard; thence Easterly along the ARC of a 40.00 ft. radius curve to the right, a chord bearing and distance of S81°31'11" E, 55.40 ft. to a point on the West right-of-way line of Naylor Drive; thence S37°41'32" E along said West right-of-way line, 30.45 ft.; thence Southerly continuing along said West right-of-way line being the ARC of a 1020.06 ft. radius curve to the right, a chord bearing and distance of S31°25'41" E, 222.65 ft. to the point of beginning; thence Southerly continuing along said West right-of-way line being the ARC of a 1020.06 ft. radius curve to the right, a chord bearing and distance S21°21'10" E, 135.55 ft.; thence S17°32'30" E continuing along said West right-of-way line, 251.53 ft.; thence S22°59'03" W, 393.37 ft.; thence S09°25'46" E, 522.96 ft.; thence S82°32'27" W, 215.00 ft.; thence N07°27'33" W, 1.89 ft.; thence S82°32'27" W, 353.54 ft.; thence N61°35'31" W, 225.95 ft.; thence N81°35'59" W, 389.01 ft.; thence N77°27'56" W, 431.53 ft.; thence N66°01'07" W, 150.00 ft.; thence N01°17'22" E, 433.19 ft.; thence N25°52'36" E, 225.00 ft. thence N19°30'15" W, 51.45 ft. to a point on the South right-of-way line of Odom Boulevard; thence N70°29'45" E along said South right-of-way line, 588.00 ft.;

thence S19°30'15" E, 225.00 ft.; thence N70°29'45" E, 984.97 ft. to the point of beginning, containing 38.4594 acres more or less.

WHEREAS, Allotor has caused said land to be surveyed and a plat thereof made, dividing said land into lots as shown on said plat and showing the dimensions of each lot and the width of the streets, said property to be known as "RIDGEVIEW TRAIL, PHASE I" an addition to the City of Maumelle, Pulaski County, Arkansas (the Subdivision"). Additional bills of assurance and plats shall be filed for phases II-VII and the lots contained therein, including the Subdivision, which said plats and the number of lots contained therein have been approved by the City of Maumelle Planning Commission, all in the City of Maumelle, Pulaski County, Arkansas (the "Ridgeview Trail Property Owner's Association Subdivisions").

WHEREAS, the Pulaski County Real Estate Assessor and Office of Emergency Services have approved said Subdivision and road names.

NOW, THEREFORE, The Allotor in consideration of the purposes herein stated, does hereby designate said land and make part hereof to be known as Ridgeview Trail Phase I, an addition to the City of Maumelle, Pulaski County, Arkansas, and that hereafter any conveyance by the Allotor of said land by lot number shall forever be held to be good and legal description and the streets shown on said plat in said Subdivision are hereby and will become public roads to be accepted by the City of Maumelle for maintenance. Ridgeview Trail will establish Ridgeview Trail Property Owner's Association Subdivisions (the "Association") for the purposes of maintaining and ownership of common areas and appurtenants belonging thereto. The use of the land in said Subdivision being subject to the following Protective and Restrictive Covenants:

PART B. AREA OF APPLICATION:

B-1. FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in part C in their entirety shall apply to the entire Subdivision.

PART C. RESIDENTIAL AREA COVENANTS:

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No business of any nature or kind shall at any time be conducted in any building located on any of the lots. No building shall be erected, altered, placed or allowed to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height, excluding basement area. No lot can be subdivided for any purpose without the prior approval from the City of Maumelle Planning Board and the consent of 51 % of the voting members of the Association.

C-2. ARCHITECTURAL CONTROL. No dwelling or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, including landscaping, have been approved by the ARCHITECTURAL CONTROL COMMITTEE as to quality of workmanship and materials, harmony of external

design with existing structures, and as to location with respect to topography and finish grade elevation, and intended objectives of the ARCHITECTURAL CONTROL COMMITTEE to achieve a subdivision that accomplishes the desired architectural design in the structure and subdivision aesthetics. No fence or wall shall be erected, placed or altered on any lot nearer than the setbacks as shown on the Plat. The term structure is defined to include any and all types of fences, antennas, decks, permanent basketball goals, swimming pools and television satellite dishes, which in no event shall be placed in front of dwellings. Each property owner requesting approval shall submit to the ARCHITECTURAL CONTROL COMMITTEE at least two (2) weeks prior to the time approval is needed, a complete set of house plans and completed material and specifications list. Approval shall be provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. Each dwelling must be at least 1800 square feet in size if a one story building and 2100 square feet if a two story building. It being the intention and purpose of the covenants to assure that all dwellings shall be a quality of workmanship and materials substantially the same or better than that for the minimum permitted dwelling size. Each dwelling shall have a minimum of a two (2) car garage. No open carports are allowed. No manufactured houses are allowed, site built homes only.

C-4. BUILDING LOCATION. No building shall be located on any lot, nearer to the side street line, than the minimum building set back lines as shown on the recorded plat. For the purposes of this covenant, eaves and steps shall not be considered as part of the building.

C-5. BUILDING REQUIREMENTS. All buildings shall have at least 8/12 pitch roofs. Roofs shall feature only Architectural Shingles and shall be of the same color and type throughout. Outside construction may be brick or rock, with all walls being constructed with the same material. All homes shall have a minimum of nine (9) feet ceilings on the first floor and shall have a minimum two (2) car garage, which garage shall be constructed with the same material as the dwelling. No chain link fences shall be allowed, all fences shall be of a wood type with cap and trim and approved by the ARCHITECTURAL CONTROL COMMITTEE. All buildings shall have gutters on both the front and the back of the home. Each dwelling will have at a minimum a natural gas tankless water heater and a natural gas furnace rated at 95% Annual Fuel Efficiency (AFUE) or higher. The natural gas furnace must be the primary heating system and not a secondary, backup, or standby heat source.

C-6. SIDEWALKS. Developer will construct sidewalks per the design, requirements and standards of the City of Maumelle and the Americans With Disabilities Act (ADA), which are shown on the sidewalk plan approved by the City of Maumelle. Upon completion of said construction, the responsibility of maintenance or repairs shall become the responsibility of each individual lot owner and shall meet all governing requirements.

C-7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities, and construction, repair and maintenance of adequate walls, roofs and eaves are reserved as shown on recorded plat.

C-8. NUISANCES. No noxious or offensive trade or activities shall be carried on, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

C-9. TEMPORARY STRUCTURES. No structure of a temporary character, basement, tent, shack, garage, barn or other out buildings shall be used on any tract at any time as a residence either temporarily or permanently; except that the Developer may have a temporary construction and/or sales office.

C-10. OUT BUILDINGS. No outbuildings or other detached structure appurtenant to the residence may be erected on any lots hereby restricted without the consent in writing of the Architectural Control Committee. Storage buildings and pool houses will be allowed that match the single-family residence architecture. No portable storage buildings will be permitted.

C-11. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent or any signs used by a builder to advertise the property during the construction and sales period.

C-12. OWNER RESPONSIBILITY. All property owners shall insure that any contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance.

C-13. CONTRACTOR RESPONSIBILITY. No contractor shall damage in any way the utilities or streets in any manner.

C-14. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or structures designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-15. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind may be raised, bred, or kept on any tract, except that dogs and cats may be kept, on any lot provided that they are not kept, bred, or maintained for any commercial purpose and provided that facilities for maintenance of same are approved by the ARCHITECTURAL CONTROL COMMITTEE and that the keeping of same does not constitute a nuisance.

C-15. GARBAGE AND REFUSE DISPOSAL. No lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. There shall be no burning of trash, rubbish, leaves or yard waste.

C-17. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be place or permitted to remain on any lot corner which the triangular area formed by the street property lines and the line connecting them at points 15 feet from the intersection of street right of way lines, or in the case of a rounded property corner, from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within (10) feet from the intersection of the street property line with the edge of a driveway pavement. No tree

shall be permitted to remain with such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-18. LOT, YARD AND HOME MAINTENANCE. All property owners, after acquisition of any lot, shall keep all grounds and yards mowed, trimmed and clean. All yards must be fully sodded and shall have sprinkler systems installed. No yard art, yard ornaments, or sculptures permitted without the approval of the ARCHITECTURAL CONTROL COMMITTEE. All houses shall be painted or stained and must have landscaping beds in front. No deviation from the original plans shall be permitted without approval of the ARCHITECTURAL CONTROL COMMITTEE.

C-19. COMPLETION OF CONSTRUCTION. Any dwelling must be completed in its entirety within a period of one (1) year from date such construction is commenced.

C-20. MINIMUM FLOOR LEVEL ELEVATIONS. The ARCHITECTURAL CONTROL COMMITTEE reserves the right to prescribe the minimum floor elevations for lots. All homes shall have a minimum floor elevation of sixteen (16) inches above the highest point within the setback lines of the lot and shall be approved in writing by the ARCHITECTURAL CONTROL COMMITTEE.

PART D. ARCHITECTURAL CONTROL COMMITTEE:

D-1. MEMBERSHIP. The ARCHITECTURAL CONTROL COMMITTEE shall be established by the Bylaws of the Association. 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 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 their services performed pursuant to this covenant.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing and in the form hereto attached marked Exhibit "A" which when executed, should be retained by the owner/builder as proof of the Committee's approval. 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 the event no suit to enjoin construction or compliance with these covenants has been commenced within 180 days after the completion thereof will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. PROPERTY OWNERS ASSOCIATION:

E-1. MEMBERSHIP. The Association will be composed of all owner or owners of lots in said Association. The Association will have the right to charge reasonable fees for maintenance of the Subdivisions. The Association will be responsible for the maintenance of all common areas of the Subdivisions, including without limitation Tracts A and B. A majority of the

Association will be required to amend any agreement of By-Laws that are set forth by this Association. The Association will forever be known as **RIDGEVIEW TRAIL** Property Owner's Association Subdivisions and shall be bound by its By-Laws, and these covenants. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. **The original Board of Directors shall be established by the Bylaws of the Association and said Directors may resign or be replaced upon death and be replaced in accord with the Bylaws of the Association.**

E-2. VOTING RIGHTS.

SECTION 1: The Association shall have two classes of voting membership:

Class A: Class A members shall be all owners, with the exception of the Allotor, and shall be entitled to one vote for each lot owned, which may be voted at such time as all lots of the Ridgeview Trail Property Owner's Association Subdivisions are sold by the Allotor. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: The Class B member(s) shall be the Allotor and shall be entitled to ten votes per lot owned. The Class B membership shall cease on the happening of the following events:

(a) When all lots in all of the Ridgeview Trail Property Owner's Association Subdivisions are sold by Allotor.

E-3. COVENANT FOR MAINTENANCE ASSESSMENT.

SECTION 1: PROCEDURE. The Association's approval or disapproval is required of these covenants, which shall be in writing, executed and recorded. Each owner/owners of a lot which is subject to assessment as set forth in PART E.

SECTION 2: CREATION OF THE LIEN, PERSONAL OBLIGATION OR ASSESSMENT AND MAINTENANCE ASSESSMENTS. The Allotor, for each lot owned within each and all subdivisions, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, annual assessments or charges, such assessments to be established and collected as set forth in the By-Laws and Developer's Agreement. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 3: PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used for the operation, maintenance, and improvements of amenities within the subdivisions in a manner determined by the association membership.

SECTION 4: ASSESSMENTS. Annual assessments will be set by 2/3 of the members of the association at a called meeting for that purpose. Notification of any meeting will be in written form and shall be sent to all members at least thirty (30) days prior to the scheduled time and date of said meeting. Annual assessments must be fixed at a uniform rate of all lots and may be collected on a monthly basis. Assessments will become due the 1st day of the month following the meeting in which assessments are approved or the 1st day of the month following the conveyance of the lot to the new owner or as set forth by the membership. Each lot will be assessed a \$400.00 fee per year with the first \$400.00 to be paid to the Association at the closing of said lot.

SECTION 5: NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3. Written Notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than ten (10) days in advance of the meeting. At the first such meeting called, the presence of member or proxies entitled to cast a majority of all votes present shall constitute a quorum. Each tract as conveyed by Allotor shall have one vote.

SECTION 6: UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate and may be collected on a semi-annual or annual basis.

SECTION 7: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. Due Dates: The annual assessments provided for herein shall commence on a future date agreed upon by the Association. The members shall fix the amount of the annual assessment against each tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified tract have been paid. A properly executed certificate of the Association as to the status of assessments is binding upon the Association as of the date of its issuance.

SECTION 8: EFFECT OF NONPAYMENT OF ASSESSMENT. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

SECTION 9: SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien

of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereon.

SECTION 10: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

PART F. GENERAL PROVISIONS:

F-1. 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 (25) years from the date these covenants are recorded after which time, said covenants shall be automatically extended for successive period of ten (10) years.

F-2. AMENDMENTS. Notwithstanding the foregoing, these covenants may be amended at any time after the date of execution hereby by an instrument signed by the members of the ARCHITECTURAL CONTROL COMMITTEE and the owner or owners of a majority of the lots herein platted in said subdivisions.

F-3. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

F-4. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

MAUMELLE RIDGE 223, LLC

BY: _____
William Witham, Member

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) **ss**
COUNTY OF PULASKI)

On this day appeared before me, a Notary Public, **William Witham**, known to me to be the **Member** of **Maumelle Ridge 223, LLC**, an Arkansas limited liability company and acknowledged that he was authorized to execute the foregoing on its behalf and that he had executed same for the consideration, use and purpose therein mentioned and set forth.

WITNESS my hand and seal this _____ day of November, 2016.

Notary Public

My commission expires:

EXHIBIT "A"

CERTIFICATE OF APPROVAL

THE ARCHITECTURAL CONTROL COMMITTEE OF RIDGEVIEW TRAIL SUBDIVISION DOES HEREBY APPROVE THE PLANS AND SPECIFICATION SUBMITTED BY _____ (BUYER/BUILDER) FOR THE CONSTRUCTION OF A DWELLING AND/OR IMPROVEMENTS TO BE PERFORMED ON LOT _____.

WITNESS MY HAND AND SEAL ON ____ DAY OF _____, 201_.

MAUMELLE RIDGE 223, LLC

BY: _____

BY: _____

BY: _____

STATE OF ARKANSAS)
)
COUNTY OF _____)

On this day before me appeared _____, who stated that he/they were authorized by the Architectural Control Committee to execute the foregoing and that he/they had executed the same for the consideration and purposes therein set forth.

NOTARY PUBLIC

My Commission Expires:
