

**RIDGEFIELD POINTE ADDITION  
TO SEBASTIAN COUNTY, ARKANSAS  
COVENANTS, CONDITIONS AND RESTRICTIONS**

These Declaration of Covenants, Conditions and Restrictions ("Covenants") for Ridgefield Pointe Addition to Sebastian County, Arkansas are made by the property owner and developer, Didier Properties, LLC, who is hereinafter referred as the "Developer".

The Developer hereby imposes the following limitations, restrictions, and uses on lots 1-A through 4-A of this subdivision (the "Addition"), a platted subdivision filed of record in the Greenwood District of Sebastian County, Arkansas on the 16<sup>th</sup> day of May, 2007 (the "Plat"). The legal description for the said Addition is more particularly described along with a plat of the Addition which is set out on Exhibit "A" attached hereto. These Covenants shall run with the land for the period of time hereinafter set out and shall be binding upon all purchaser of a lot in the Addition. These Covenants are for the benefit of and are limitations upon all future owners in the Addition and have been designated as such in order to provide for the orderly development of the Addition and for the purpose of making the Addition desirable, uniform, and suitable for the uses herein specified.

These Covenants shall be binding upon all parties and all persons claiming under them through May 16, 2047, at which time they shall be automatically extended for an additional ten (10) years, unless by vote of at least two-thirds of the then owners of the lots in the Addition (the term "lots" being defined herein), it is agreed that these Covenants should be changed, amended, or terminated in whole or in part.

It shall be lawful for the Developer, Homes At Ridgefield Pointe Property Owners Association, (hereinafter referred to as the "Association"), and any other person or persons owning a lot in the Addition to initiate proceedings at law or in equity against parties or persons violating or attempting to violate any of these Covenants and to recover damages for such violations. The Association and/or any owner of lots situated in the Addition, either individually or collectively may also exercise any rights reserved hereunder to the Developer. The invalidation of any one or more of these Covenants by a court order shall not invalidate any of the other provisions which shall remain in full force and effect.

**ARTICLE I  
Concepts and Definitions**

The following words, when used in these Covenants or any amendments or supplements thereto (unless the context shall otherwise clearly indicate or prohibit), shall have the respective concepts and meanings set forth below.

(A) "Addition" shall mean and refer to the property described and as reflected on the plat set out on Exhibit "A" and any additions or amendments thereto.

(B) **"Association"** shall mean and refer to the entity which will have the power, duty, and responsibility for maintaining, administering, and enforcing, these Covenants and collecting and disbursing the assessments and charges hereinafter prescribed. The Association shall be chartered and shall function as a non-profit corporation under the name of "Homes At Ridgefield Pointe Property Owners Association", for the purposes set forth herein.

(C) **"Architectural Control Committee"** or **"Committee"** shall mean and refer to the two (2) individuals or business entities selected by the Developer until such time as three (3) dwellings have been constructed within the Addition at which time the Committee shall resign and three (3) members shall be elected by the Association at a specially called meeting held for that purpose. Each member of the Committee shall be generally familiar with residential and community development design matters and knowledgeable about the Developer's concern for a high level of taste and design standards within the Addition. Other matters pertaining to the governance and administration of the Committee is set forth in these Covenants.

(D) **"Board"** or **"Board of Directors"** shall mean and refer to the Board of Directors of the Association elected in accordance with the provisions of the articles of incorporation and bylaws of the Association.

(E) **"Common Properties"** shall mean and refer to any and all areas of land together with all improvements located therein within the Addition which are known, described, or designated on the Plat as a common area as well as all public and private thoroughfares, or streets as designated on the Plat, sidewalks, gates and structures associated therewith, fencing, private or public utility easements along the roadways as reflected on the Plat or any other property (whether real or personal) intended for or devoted to the common use and enjoyment of the members of the Association. If appropriate, the Association shall hold such title to the Common Properties as shall be consistent with the objectives envisioned herein and subject to the easement rights herein of the members to use and enjoy the Common Properties. The Developer reserves the right to effect minor redesigns or reconfigurations of the Common Properties and execute any open space declarations applicable to the Common Properties.

(F) **"Lake"** shall mean the common area lake consisting of approximately 3 acres developed and matured with ownership to be maintained by the Developer.

(G) **"Developer"** shall mean Didier Properties, LLC, an Arkansas limited liability company, and its successor(s) and assign(s).

(H) **"Lot"** or **"lot"** shall mean and refer to any plot or tract of land which is designated as a lot on the Plat attached hereto and labeled as Exhibit "A." No lot as set forth on Exhibit "A" may be further subdivided or split; provided, however, minor adjustments to lot lines or boundaries may be made from time to time to cure title problems or resolve problems related to encroachments so long as such adjustments are first approved by the Board.

(I) **"Member"** or **"member"** shall mean and refer to each owner of a lot.

(J) "Owner" or "owner" shall mean and refer to each and every person or business entity who or which is a record owner or subsequently becomes a record owner of a fee or undivided fee interest in any lot in the Addition. If more than one person or entity owns an interest in a lot, then the voting right and membership shall be divided among the parties as they see fit.

## **ARTICLE II**

### **Membership and Voting Rights in the Association**

**Section 1. Membership.** Every owner of a lot shall automatically be, and must remain, a member of the Association in good standing.

**Section 2. Voting Rights.** The Association shall have one class of membership for purposes of voting. There shall be a total of nine (9) votes. The owner of each lot (regardless of how many persons or entities own an interest in the lot) shall be entitled to one vote per lot, totaling four (4) votes. The Developer shall be entitled to five (5) votes. Notwithstanding the foregoing, the owner of a lot shall not be entitled to vote during any time in which the owner is found by the Developer or the Board to be in violation of these Covenants.

**Section 3. Quorum, Notice and Voting Requirements.** The quorum, notice, and voting requirements of and pertaining to the Association are set forth within the articles of incorporation and by-laws of the Association, as the same may be amended from time to time. Subject to the provisions of Section 2 above and any other provision to the contrary set out in these Covenants, any action by or on behalf of the Association may be taken by the Board or with the assent given in writing and signed by members who correctively hold or control a majority of the outstanding votes of the Association

## **ARTICLE III**

### **Property Rights in the Common Properties**

**Section 1. Members' Easements of Enjoyment.** Subject to the provisions of Section 3 of this Article, every member and each individual within a member's family shall have a non-exclusive right and easement of ingress, egress, access, use, recreation, and enjoyment in and to the Common Properties and their respective lot, such easement shall be appurtenant to and shall pass with the title of each lot, PROVIDED, HOWEVER, such easement shall not give such person (excluding the Developer and the Association), the right to make alterations, additions, or improvements to any portion of the Common Properties.

**Section 2. Title to the Common Properties.** If appropriate, the Association shall hold such title to the Common Properties for an indefinite period of time, subject to any public or private easements as set forth on the Plat or as set forth in Section I of this Article as is necessary to accomplish the purposes and effects of these Covenants. The Association shall have the right to design redesign, reconfigure, alter, improve, landscape, and maintain the Common Properties.

**Section 3. Extent of Members' Easements.** The rights and easements created hereby shall be subject to the following provisions:

(A) The Board shall prescribe reasonable regulations and policies governing, and to charge fees and/or deposits related to, the use, operation, and maintenance of the Common Properties and all lots.

(B) The Board, with the input and assistance of the Developer, if requested, shall prescribe reasonable regulations, rules, and policies governing the operation and distribution of any utility services the Developer or the Board contracts to provide including the charging of fees or deposits related thereto and the collection of such fees or deposits in a timely manner.

(C) The Board, on behalf of the Association, may enter into and execute contracts with any party for the purpose of providing maintenance, utility services, or such other materials or services consistent with the purposes of the Association and/or these Covenants.

(D) The Board shall suspend the voting rights of any member and suspend the right of any member to use or enjoy any of the Common Properties for any period during which any assessment (including without limitation "fines") against a lot owned by such member remains unpaid, and otherwise for any period deemed reasonable by the Board for any infraction of the then existing rules and regulations.

(E) The Board, on behalf of the Association, may dedicate or transfer all or any part of the Common Properties to any municipal corporation, county government, political subdivision, public agency, governmental authority, or utility for such purposes and upon such conditions as may be agreed to by the Board.

**Section 4. Emergency Easement.** A general easement is hereby granted to all police, fire, ambulance, and all other similar emergency agencies or persons to enter upon all streets, rights of way or Common Properties of the Addition in the proper performance of their duties.

#### **ARTICLE IV** **Covenants for Assessments**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each lot owned by it within the Addition, hereby covenants and agrees, and each owner of any lot, by acceptance of a deed therefor, whether from the Developer or some subsequent grantor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the lot), to pay to the Association the following matters:

(A) Regular assessments or charges for maintenance, yard and landscape maintenance (both in and on any of the Common Properties and on each lot) repairs, utility expenses, taxes

and insurance on the Common Properties including private streets, gates, fencing, utility lines not dedicated to the general public, and sidewalks located within the Addition; provided, however, the owner of each lot shall be responsible for replacing dead or decaying plants within a landscaping area on an Owner's lot or sod in any grass area.

(B) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established, and collected by the Board from time to time as hereinafter provided.

(C) Special individual assessments levied against individual lot owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual owner, his or her family, guests or invitees, and not caused by ordinary wear and tear, including, but not limited to, (i) maintenance and repair of sprinkler systems located on the lot; and (ii) replacement of plants or shrubbery within a landscaped area or sod within a grass area if the owner refuses to so act after reasonable notice has been given to the owner.

(D) Assessments and fines levied against individual lot owners for violation of regulations pertaining to the Association and/or the Common Properties.

The regular, special group, and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made and shall also be the continuing personal obligation of the then existing owner of such lot at the time when the assessment fell due.

**Section 2. Purpose of Assessments.** The assessments levied by the Board on behalf of the Association shall be used exclusively for the purposes of: (i) maintaining the Common Properties and replacing certain elements thereof when necessary; (ii) enhancing the natural environment, appearance, and beauty of the Addition; and (iii) promoting the health, recreation, safety, and general welfare of all members and residents of the Addition.

**Section 3. Basis and Amount of Regular Maintenance Assessments.**

(A) The Board shall determine the regular base assessments for each of the lots at least annually. Each lot (except with regard to special individual assessments) shall be assessed the same amount and in an equal uniform manner.

(B) The Board shall give notice to all members at least thirty (30) days in advance of the date all regular or special assessments are due. The Board may prescribe from time to time that the regular base assessments are to be collected on an annual, semi-annual, quarterly, or monthly basis, and accordingly, the Board shall prescribe the appropriate due dates. All regular base assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any other assessments or special assessment under Sections 3 and 4 hereof, shall be fixed in a resolution by the Board authorizing such assessment.

**Section 4. Special Group Assessments.** In addition to the regular assessments authorized by Section 3 hereof, the Board may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement in the Addition.

**Section 5. Rate of Assessments.** Except as noted herein, regular and special group assessments shall be fixed at a uniform rate for all lots owned by members, unless otherwise approved by the Board. Should a special assessment be determined necessary by the Board, the rate of assessment shall be equal for all lots. The failure to pay the assessment by the owner of a lot within the required time period shall constitute a lien only against the lot assessed.

**Section 6. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; and Remedies of Association.**

(A) If any assessment or fine or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with any late charge and interest thereon at the maximum rate allowed under applicable law and costs of collection thereof, thereupon become a continuing debt secured by a self-executing lien on the lot of the non-paying owner which shall bind such lot in the hands of the owner and owner's heirs, executors, administrators, devisees, personal representatives, successors, and assigns. The Board shall have the right to reject partial payments of any unpaid assessment(s) and demand the full payment thereof. The personal obligation of the then-existing owner to assessment, however, shall remain the owner's personal obligation and shall not pass to owners successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale or assignment of a lot and shall continue in full force and effect as a lien against the lot until satisfied in full. No owner may waive or otherwise escape liability for any assessment provided herein by non-use of the Common Properties or abandonment of the lot.

(B) The Board may also give written notification to the holder(s) of a mortgage on lot of a non-paying owner of such owner's default in paying any assessment when such default has not been cured within 30 days of the original date due, provided that the Board has, theretofore, been furnished in writing with the correct name and address of the holder(s) of such mortgage and a request to receive such notification.

(C) The Board may, at its election, retain the services of an attorney or other third parties to review, monitor, and collect unpaid assessments and delinquent accounts, and there shall also be added to the amount of any unpaid assessment or to any delinquent account any and all attorneys' fees and other costs of collection incurred by the Association.

**Section 7. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first mortgage or deed of trust now or hereafter placed upon the lots subject to assessment.

**ARTICLE V**  
**General Powers and Duties of the**  
**Board of Directors of the Association**

**Section 1. Powers and Duties.** The affairs of the Association shall be conducted by its Board of Directors (sometimes referred to as the "Board").

(A) The Board, for the benefit of the Association, the Addition, and the owners, may provide and may pay for, out of the assessment fund(s) provided for in Article IV above, any or all of the following:

- (1) Care, preservation, and maintenance of the Common Properties and the furnishing and upkeep of any desired personal property and fixtures for use in or on the Common Properties;
- (2) Yard and landscape maintenance within each lot;
- (3) Private trash and garbage collection service, if any, which pertain to the Common Properties only or the Addition as a whole or any part thereof;
- (4) Utility services (including water) to any or all of the lots and the billing and collection of all fees and costs associated therewith;
- (5) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges), if any;
- (6) The services of any person or firm (including the Developer and any affiliates of the Developer) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager hired by the Board;
- (7) Legal and accounting services; and
- (8) Any other materials, supplies, equipment, labor, services, maintenance, repairs, structural alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of these Covenants or which in its opinion shall be necessary or proper for the operation or protection of the Association and the Addition or for the enforcement of these Covenants.,

(B) The Board shall have the following additional rights, powers and duties: