

④ Kevin Watson
700 Padgett
Conway 72034

013703

Doc#2008- 13549

Date 07/14/2008

09:05:36 AM

Filed & Recorded in

Official Records of

Faulkner County

RHONDA LONG-WHARTON

FAULKNER COUNTY CIRCUIT CLERK

Fees \$39.00

by

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LB

D. C.

COVENANTS AND RESTRICTIONS
SHADOW RIDGE SUBDIVISION

The undersigned, being the owner of the following described property in the city of Conway, Faulkner County, Arkansas:

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.

Desiring to protect the buyers and owners of said lands against the undesirable uses of residential property that can detract from or deter the enhancement of the neighborhood, have caused a plat of said lands, dividing the same into tracts and streets, to be filed for record in Book K, Page 352, of the Plat Records of Faulkner County, Arkansas, and do hereby cause the following restrictions to be recorded to make said lands more attractive to home buyers and sound for investors.

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.

The land embraced in said Plat shall forever be known as **SHADOW RIDGE SUBDIVISION PHASE I** to the City of Conway, Arkansas, and each and every deed of conveyance for any lot in said subdivision describing the same by the lot number shown on said Plat shall forever be deemed a sufficient description thereof. Said owner hereby donates and dedicates to the public forever an easement and right-of-way upon, over and across said streets as shown by said Plat, to be used as public streets.

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:

1. **AREA OF APPLICATION:** These covenants shall apply to those lands designated as: Lots 7 through 133 of SHADOW RIDGE SUBDIVISION PHASE I. These Covenants shall not apply to any other lands shown on said Plat.

2. **LAND USE AND BUILDING TYPE:** No 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 single-family residence not to exceed two stories in height, a private garage, guest house, servant quarters and other out-buildings incidental and related to residential use of the premises; provided, however, nothing herein contained shall be construed to prevent or prohibit an owner of two or more contiguous lots or parts of lots from utilizing the same as a unit for a building site, and in any such instance, the lot lines referred to in Section 5 of the covenants and restrictions shall be exterior extremities of such unit, but in each instance, all minimum set back and area requirements hereinafter set out shall apply to such unit, and compliance's therewith shall be required.

3. **ARCHITECTURAL CONTROL:** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, size of dwelling, materials, harmony of external design with existing structures, and as to location within 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 setback line unless similarly approved. There will be no chain link fences allowed. The Architectural Control Committee shall approve all fences and outbuilding constructed. Outbuildings must have the same quality of construction and same exterior building materials so they will correspond with the house construction. Approval shall be as provided in Section 15 hereof.

4. **DWELLING SIZE:** Lots 7 through 133, the ground floor area of the main structure, exclusive of open porches and garages shall not be less than 1,200 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 1,200 square feet as described above.

5. **DESIGN SPECIFICATIONS:** The exterior of the structure can be brick, stone, stucco, or siding and must be pre-approved by the Architectural Control Committee prior to construction.

6. **ROOF SPECIFICATIONS:** All roofs must have a minimum of 6-12 degree pitch. The Architectural Control Committee must approve any variations. This roofing material must be Architectural 30 year composition shingles.

7. **BUILDING LOCATION:** Any location of building shall meet city requirements.

8. **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities and area fences are reserved as shown on recorded plat, over the rear seven and one half (7 ½) feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which would damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in said easements, or which may obstruct or retard the flow of water through drainage channels in the easement.

9. **LOT AREA:** As shown on Plat, under no circumstances can any lot be subdivided.

10. **NUISANCES:** No noxious or offensive activity shall be carried upon any lot nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.

11. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used upon any lot at any time as a residence, either temporarily or permanently.

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

13. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarry, or mining operations of any kind shall be permitted on the property or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

14. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, kept 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 purpose.

15. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition. The buyer is responsible for removing all stumps and debris brought about by clearing the building site.

16. **MAIL BOXES: Mailbox and pedestals must be of same make and model as used throughout the subdivision.** The Post Office should be contacted about location of mailbox before construction.

17. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee is composed of Jim Rankin and Kevin Watson whose address is Conway, Arkansas. 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 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. Upon establishment of the Property Owners Association, as outlined in section 21, the responsibilities of the Architectural Control Committee shall be handed over to the Property Owners Association.

18. **TERMS:** 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 thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. **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 to recover damage.

20. **SEVERABILITY:** Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.


21. **YARDS:** Entire yards to be fully sodded.

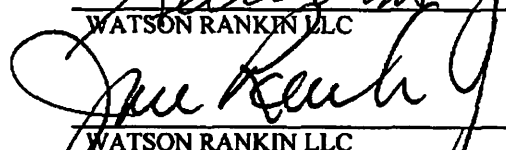
22. **PROPERTY OWNERS ASSOCIATION:** Each Property Owner will agree to join a Property Owners Association whenever 60% of the lots have been sold. The Property Owners Association will determine the amount of the association dues. The developer's unsold lots are excluded from payment of association dues. The Property Owners Association shall have the right to enforce these covenants and restrictions and the right to establish additional rules and restrictions that govern the subdivision that may also be enforced through both legal and equitable remedies as set forth in the State of Arkansas

23. **SEWAGE TREATMENT FACILITY MEMBERSHIP:** Each Property Owner acknowledges that the developer has entered into a contract with Arkansas Water & Wastewater Management Corporation to administer the community sewage system. Each property owner, upon occupancy of residence agrees to sign a contract with the sewer treatment administrator and pay monthly fees through the Beaverfork Water System. All lots (7-133) shall remain on said waste water system.

24. **MOTOR HOMES, BOATS, and TRAILERS:** No motor homes, boats, trailers, campers, nonfunctional cars, or motorcycles shall be parked in a driveway or on the street, other than short term visitors. Any such vehicles or equipment must be parked or stored in a garage or behind a screening fence, a minimum of 6 feet high in the side or back yard. Non-functional cars may not be parked anywhere in the subdivision.

WITNESS our hands and seals this 4 day of March, 2008.



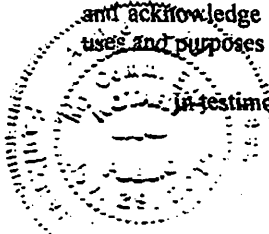
WATSON RANKIN LLC


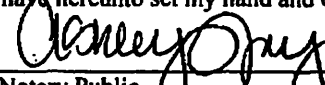
WATSON RANKIN LLC

ACKNOWLEDGEMENT
STATE OF ARKANSAS)
COUNTY OF FAULKNER)

On this 4th day of March, 2008, before me a Notary Public, duly Commissioned, qualified and acting, within and for the County and State appeared in person the within named and to me personally well known, who stated that he is fully authorized in his respective capacity to execute the foregoing instrument further stated and acknowledge that He had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 4th day of March, 2008





Notary Public

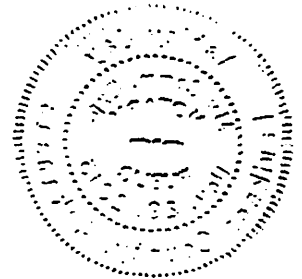
My commission expires 11-29-2015

CERTIFICATE OF RECORD
Doc#2008- 13549

07/14/2008
09:05:36 AM

Filed and Recorded in Official Records of
FAULKNER COUNTY
RHONDA LONG-WHARTON
FAULKNER COUNTY CIRCUIT CLERK

by *Rhonda Long-Wharton* D.C.



approve all fences and outbuilding constructed. Outbuildings must have the same quality of construction and same exterior building materials so they will correspond with the house construction. Approval shall be as provided in Section 15 hereof.

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5. **DESIGN SPECIFICATIONS:** The exterior of the structure can be brick, stone, stucco, or siding and must be pre-approved by the Architectural Control Committee prior to construction.

6. **ROOF SPECIFICATIONS:** All roofs must have a minimum of 6-12 degree pitch. The Architectural Control Committee must approve any variations. This roofing material must be Architectural 30 year composition shingles.

7. **BUILDING LOCATION:** Any location of building shall meet city requirements.

8. **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities and area fences are reserved as shown on recorded plat, over the rear seven and one half (7 ½) feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which would damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in said easements, or which may obstruct or retard the flow of water through drainage channels in the easement.

9. **LOT AREA:** As shown on Plat, under no circumstances can any lot be subdivided.

10. **NUISANCES:** No noxious or offensive activity shall be carried upon any lot nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.

11. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used upon any lot at any time as a residence, either temporarily or permanently.

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

13. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarry, or mining operations of any kind shall be permitted on the property or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

14. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, kept 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 purpose.

15. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition. The buyer is responsible for removing all stumps and debris brought about by clearing the building site.

16. **MAIL BOXES:** Mailbox and pedestals must be of same make and model as used throughout the subdivision. The Post Office should be contacted about location of mailbox before construction.

17. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee is composed of Jim Rankin and Kevin Watson whose address is Conway, Arkansas. 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 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. Upon establishment of the Property Owners Association, as outlined in section 21, the responsibilities of the Architectural Control Committee shall be handed over to the Property Owners Association.

18. **TERMS:** 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 thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. **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 to recover damage.

20. **SEVERABILITY:** Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.


21. **YARDS:** Entire yards to be fully sodded.


22. **PROPERTY OWNERS ASSOCIATION:** Each Property Owner will agree to join a Property Owners Association whenever 60% of the lots have been sold. The Property Owners Association will determine the amount of the association dues. The developer's unsold lots are excluded from payment of association dues. The Property Owners Association shall have the right to enforce these covenants and restrictions and the right to establish additional rules and restrictions that govern the subdivision that may also be enforced through both legal and equitable remedies as set forth in the State of Arkansas

23. **SEWAGE TREATMENT FACILITY MEMBERSHIP:** Each Property Owner acknowledges that the developer has entered into a contract with Arkansas Water & Wastewater Management Corporation to administer the community sewage system. Each property owner, upon occupancy of residence agrees to sign a contract with the sewer treatment administrator and pay monthly fees through the Beaverfork Water System. All lots (7-133) shall remain on said waste water system.

24. **MOTOR HOMES, BOATS, and TRAILERS:** No motor homes, boats, trailers, campers, nonfunctional cars, or motorcycles shall be parked in a driveway or on the street, other than short term visitors. Any such vehicles or equipment must be parked or stored in a garage or behind a screening fence, a minimum of 6 feet high in the side or back yard. Non-functional cars may not be parked anywhere in the subdivision.

WITNESS our hands and seals this 26 day of Jan, ~~2008~~ ²⁰⁰⁹.



WATSON RANKIN LLC


WATSON RANKIN LLC

ACKNOWLEDGEMENT

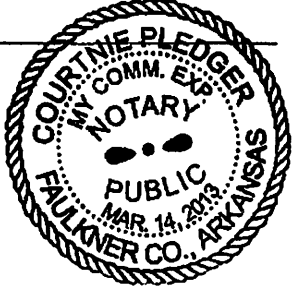
STATE OF ARKANSAS)
COUNTY OF FAULKNER)

On this 26 day of January 2009, before me a Notary Public, duly Commissioned, qualified and acting, within and for the County and State appeared in person the within named and to me personally well known, who stated that he is fully authorized in his respective capacity to execute the foregoing instrument further stated and acknowledge that He had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 26 day of Jan, 2009.

Courtne Pledger
Notary Public

My commission expires _____



CERTIFICATE OF RECORD
Doc#2009- 1383
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Filed and Recorded in Official Records of
FAULKNER COUNTY
RHONDA WHORTON
FAULKNER COUNTY CIRCUIT CLERK
by Hilda Lindsey D.C.

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14940

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Date 08/05/2009
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Filed & Recorded in
Official Records of
Faulkner County
RHONDA WHARTON
FAULKNER COUNTY CIRCUIT CLERK
Fees \$45.00
by D.C.

325392

COVENANTS AND RESTRICTIONS
FOR SHADOW RIDGE SUBDIVISION PHASE I AND II
(Corrected)

**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 DEVLEOPMENT 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 25% stone or brick with the remaining 75% being approved vinyl siding, stained or painted wood with the exception of lots 155, 159, and 161 which must have at least 10% stone or brick with 90% approved vinyl siding, stained or painted 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.

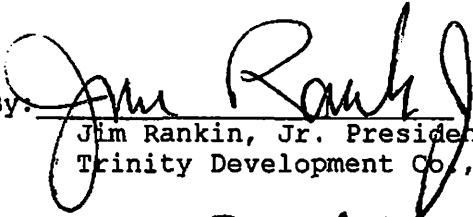
19. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no manner affect any of the other provisions hereof, which shall remain in full force and effect.

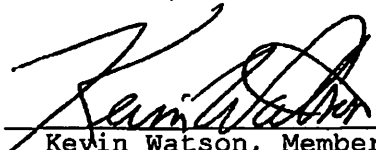
20. FUTURE AMENDMENTS. No portion of these covenants and restrictions shall be waived or amended without the consent of

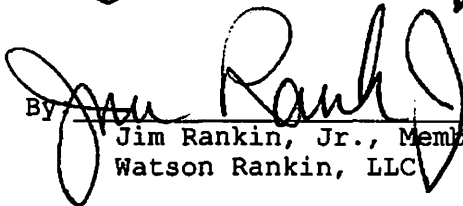
80% in area of the then-owners of acreage within the subject lands.

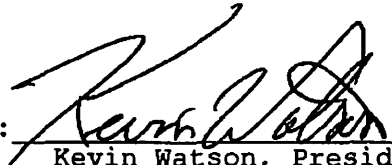
EXECUTED this 31 day of July, 2009.

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:



CERTIFICATE OF RECORD
Doc#2009- 14774

06/05/2009

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Filed and Recorded in Official Records of

FAULKNER COUNTY

RHONDA WHARTON

FAULKNER COUNTY CIRCUIT CLERK

by 

D. C.

Jim Rankin
P.O. Box 1735
Conway, AR
72033

21478

Doc#2009- 21258

Date 11/09/2009
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Filed & Recorded in
Official Records of
Faulkner County
RHONDA WHARTON
FAULKNER COUNTY
Fees \$15.00

209630

CIRCUIT CLERK

D. C.

**AMENDMENT TO RESTRICTIVE COVENANTS
OF SHADOW RIDGE SUBDIVISION PHASE I AND II**

WHEREAS, the undersigned own more than 80% in area of all land in Shadow Ridge Subdivision Phase I and II, filed of record in Faulkner County, Arkansas in Plat Book K, pages 352 and 353 and have previously executed Covenants and Restrictions filed of record in Faulkner County Arkansas as Doc#2009-14774, and amended in Doc#2009-16488.

WHEREAS, the undersigned have decided to amend those Covenants and Restrictions pursuant to paragraph 20 of said Restrictive Covenants,

NOW, THEREFORE, the undersigned hereby amends said Covenants and Restrictions as follows:

PARAGRAPH 2. LAND USE AND BUILDING TYPE.

All dwellings must be constructed of new materials with exterior walls of at least 20% stone or brick with the remaining 80% being approved vinyl siding, stained or painted wood with the exception of lots 155, 159, and 161 which must have at least 10% stone or brick with 90% approved vinyl siding, stained or painted wood.

PARAGRAPH 3. DWELLING SIZE.

The floor area of any residence, exclusive of open porches and closed garages, shall be as follows:
Lots 102-125: 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.

All other terms and conditions of the Protective Covenants not specifically addressed herein shall remain in full force and effect.

EXECUTED on this the 6th day of November 2009.

Owners:

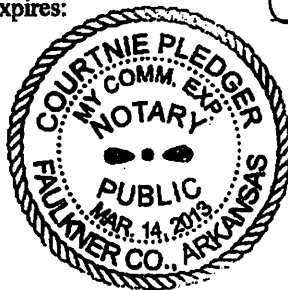
By: Jim Rankin, Jr.
Jim Rankin, Jr. President
Trinity Development Co., Inc.

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

Subscribed and sworn to me a Notary Public on this 6 day of November, 2009.

My commission expires:

Courtne Pledger
Notary Public



CERTIFICATE OF RECORD
Doc#2009- 21258

11/09/2009
04:24:54 PM
Filed and Recorded in Official Records of
FAULKNER COUNTY
RHONDA WHARTON
FAULKNER COUNTY CIRCUIT CLERK

by [Signature]

D. C.