

2004 45872  
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10-01-2004 01:55:55 PM  
Brenda DeShields-Circuit Clerk  
Benton County, AR

Book/Pa: 2004/45872  
Term/Cashier: CIRCLK07 / SOUNDAN  
Tran: 2239.71442.190410  
Recorded: 10-01-2004 13:56:06  
DPE Deed  
REC Recording Fee  
Total Fees: \$ 14.00

14.00  
9.00

**DECLARATION  
OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
RIDGEFIELD ADDITION**

**WHEREAS**, Jeff Quam Construction, Inc. (the "Developer"), is the record owner of the following-described property (the "Property"), to-wit:

The W ½ of the W ½ of the NE ¼ of the NE ¼ of Section 5, Township 19 North, Range 31 West.

Beginning at the SW Corner of the NE ¼ of the NE ¼ of said Section 5; thence N 02°18'34" E 1299.65 feet to a point on the centerline of Arkansas State Highway 102; thence along said centerline S 87°17'25" E 331.58 feet; thence leaving said centerline, S 02°19'46" W 1298.91 feet; thence N 87°25'01" W 331.13 feet to the point of beginning, containing 9.88 acres more or less and being subject to the right of way of Arkansas State Highway 102 on the North side thereof and to all easements of record or fact.

**KNOW ALL MEN BY THESE PRESENTS:**

That Developer has caused the Property to be subdivided and platted into lots, said subdivision to be known as Ridgefield Addition, in the City of Centerton, Arkansas, which plat has been filed of record. Developer hereby makes and enters the following protective covenants, conditions and restrictions with respect to said subdivision; hereby makes the following declaration as to limitations, restrictions and uses to which the lots constituting said subdivision may be put; hereby specifying that said declaration shall constitute covenants to run with all the land, as permitted by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision.

1. **APPLICATION.** This declaration shall not apply to Lots A and B of the subdivision, said lots being located within a commercial zoning district within the City of Centerton, Arkansas.
2. **USE AND BUILDING SIZE.** Each lot shall be used for single-family residential purposes only, and each house constructed upon a lot shall have at least 1,650 square feet of heated area, excluding porches, garages and breezeways and shall have a private garage for the storage of not less than two (2) automobiles.
3. **OUTBUILDINGS.** Outbuildings placed or erected on a lot shall not exceed one hundred sixty (160) square feet.
4. **COMMERCIAL ACTIVITY.** No structure situated upon a lot shall be used for commercial purposes; provided, however, that Developer may maintain a construction shed within the subdivision until such time as all lots have been fully developed with construction of a house upon each.
5. **CONSTRUCTION CRITERIA.** All houses shall have a minimum of 1,650 square feet of heated space, and shall have a minimum of 75% exterior brick wall veneer.

6. **PARKING.** No boat, trailer, mobile home, motor home, recreational vehicle or other motorized equipment shall be parked on any street within the subdivision for more than a twenty-four (24) hour period.
7. **NUISANCE.** No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance within the subdivision.
8. **TEMPORARY STRUCTURES.** No structure of a temporary nature or character shall be used on any lot at any time as a residence or part of a residence, either temporarily or permanently. Provided, however, that nothing in the terms of this paragraph shall be construed to prevent the use of a temporary structure by a construction company as a temporary office or headquarters during construction of houses within the subdivision.
9. **EASEMENT CONSTRUCTION.** No fencing or structures shall be constructed in drainage easements.
10. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two (2) dogs, two (2) cats and two (2) each of other household pets may be kept, provided that they are not kept or maintained for commercial purposes.
11. **GARBAGE AND REFUSE DISPOSAL.** Trash, garbage or other waste shall not be kept upon any lot except in sanitary containers. Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals on each lot by the owner thereof so as to maintain the same in a neat and attractive manner. No debris shall be allowed to accumulate upon any lot. Dead trees, shrubs, vines and plants shall be promptly removed from each lot.
12. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot, except a sign of no more than four (4) square feet to advertise the lot/home for sale.
13. **TERM AND AMENDMENT.** These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date this declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Notwithstanding the foregoing, except as hereinafter limited, at any time, these covenants, conditions and restrictions may be waived, terminated and/or modified with the written consent of a majority of lot owners in the subdivision. If developer desires to amend these covenants, conditions and restrictions to reduce the minimum building size square footage as set out in Paragraph 2, Developer shall first obtain approval of the City of Centerton, Arkansas. No such waiver, termination and/or modification shall be effective until the proper instrument, in writing, shall be executed and recorded in the office of the Recorder for Benton County, Arkansas.
14. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation or to recover damages.
15. **SEVERABILITY.** Invalidation of any one of these covenants, conditions or restrictions by judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal this 30<sup>th</sup> day of Sept., 2004.

**JEFF QUAM CONSTRUCTION, INC., Developer**

By: *Jeff Quam* Pres  
JEFF QUAM, President

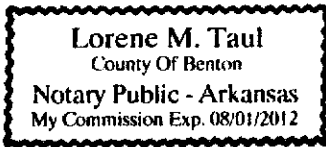
ACKNOWLEDGMENT

STATE OF ARKANSAS     )  
  ) ss.  
COUNTY OF BENTON     )

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On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person Jeff Quam, who stated he is the President of Jeff Quam Construction, Inc., an Arkansas corporation, and is duly authorized to execute the foregoing instrument for and in the name and behalf of said Corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Sworn to and subscribed before me this 30<sup>th</sup> day of September, 2004.



*Lorene M. Taul*  
Notary Public

My Commission Expires:  
08/01/2012

2004 45874.001  
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Deed Book & Page Jeff Quam\Ridgefield\_Covenants  
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