

Covenants and Restrictions

River Rock Estates

The undersigned, being the owners of the hereinafter described lands and wishing to protect the buyers and owners of the said lands against the undesirable uses or residential property that distract from and cheapen the neighborhood, have caused the following covenants and restrictions to be filed for record for the purpose of creating a neighborhood which will be attractive to home buyers, investors, and a credit to the community.

All property hereinafter described shall be held, owned and conveyed for residential purposes and subject to and in conformity with the following covenants which are subject to being amended or cancelled as hereinafter provided, shall be and remain in full force and effect from the date the same are filed for record in the office of the Circuit Clerk, and Ex-Officio Recorder of _____ county, Arkansas.

1. AREA OF APPLICATION: These covenants shall apply to those lands designated as : Lots _____ on the attached plat of _____ dated _____,: The plat of this subdivision is recorded in book _____, page _____. 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 one detached single-family dwelling not to exceed two and one half stories in height, with private attached garage with side or rear entrance, for not more than four cars, guest house, servant quarters, and other outbuildings incidental and related residential use of the premises. Provided, however, nothing herein contained shall be construed so as to prevent or prohibit the owner of two or more contiguous lots or parts of lots from utilizing the same

as a unit for building size and in any such instance the lot lines referred to in Section 5 of these covenants and restrictions shall be the exterior extremities of such unit, but in each instance all minimum setback and area requirements set out shall apply to such unit and compliance 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, and materials, harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevation. No fence or other wall must have the same quality of construction and exterior building materials so they will correspond with the house construction. Approval shall be as provided in Paragraph 16, hereof.
4. DWELLING SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2,500 square feet for a one-story dwelling, nor less than 2,000 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 3,000 square feet as described below.
5. BUILDING LOCATION-DRIVEWAY: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the 50-foot setback. No building shall be located nearer than 25 feet to any interior lot line, and no principal dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of the building. An asphalt or concrete driveway, having a minimum width of 12 feet and minimum length of 100 feet or the garage, whichever is less shall be constructed from the public roadway.
6. LOT AREA: No lot may be further subdivided to create less than 249 feet of road frontage.
7. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these

easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for these improvements for which a public authority or utility company is responsible.

8. NUISANCES: No obnoxious 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.
9. TEMPORARY STRUCTURE: No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
10. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. ANTENNA HEIGHT REGULATION: No antenna shall be erected that will extend over twenty feet above the roof line of the house to which it is attached. No freestanding antenna towers of any type shall be erected except satellite.
12. UPKEEP OF LOTS: It shall be the duty and responsibility of the owner or owners of each lot or site, whether the same be improved or unimproved, occupied or unoccupied, to keep such premises clean and to cut the grass as often as shall be required to maintain the same in a reasonably clean condition. Any owner or owners who shall fail to comply with the provisions of this section shall be notified in writing by the Architectural Control Committee of such failure. If such owner or owners fail to clean and/or mow the said site within ten days after the date of said notice, the Architectural Control Committee shall be empowered to employ persons, firms or corporations to clean and/or mow such site and to pay thereafter. Upon such payment the sum so paid by the Architectural Control Committee shall create a valid and enforceable lien upon such lot or site.

13. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, kept or bred on any lot, except that one horse per acre, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and restricted so as to prevent their being or becoming a nuisance to the neighborhood.

14. GARAGE AND SEWAGE DISPOSAL: Each dwelling and every accessory structure intended for humans' habitation shall be connected with a public or private sanitary sewage disposal system, all portions of which shall be installed, constructed, inspected and approved in strict compliance with minimum specifications of the statutes of Arkansas and/or the rules and regulations of the Arkansas State Board of Health. No lot shall be used as or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall not be kept except in sanitary containers, and all incinerators or other equipment for the storage and disposal of such waste shall be kept in a clean and sanitary condition.

15. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of Michael Guess, Tommy Nabholz, Helen Grinder and Josh Furgerson. 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 or 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 the 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 to it any of its powers and duties.

The committee's approval as required in these covenants shall be in writing. In the event the committee or its designated construction 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.

16. TERM: There covenants are to run with the land and shall be binding on all parties and all person claiming under them for a period of one (1) year from the date these covenants are recorded, after which time said covenants shall e automatically extended for successive periods of one (1) year unless an instrument signed y a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
17. 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 damages.
18. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
19. Each owner shall be required to pay his share of the costs of maintaining the roadways and lights, including the utility expense for lights along the roadways. Each property owner shall pay a percentage of the cost based on the total number of lots in the subdivision.

WITNESS OUR HANDS AND SEALS THE _____ day of _____, _____
