

August 30, 2022

To Whom It May Concern:

This information is being provided to title companies in Northwest Arkansas. The purpose is to ensure that you have accurate, up-to-date information to inform your clients.

The property owners of lots within the subdivisions known as Rivercliff Summit Unit 1, Rivercliff Summit Unit 2, and Rivercliff Farms have approved and recorded an amendment to each of their respective Protective Covenants which prohibit Short Term Rentals. This amendment defines a "short-term rental" as any lease, sublease, license or assignment for a term of less than six (6) months.

Attached to this letter is the text of the original Protective Covenants as well as the text of the amendment(s) for each subdivision.

We appreciate the critical role your organizations play in the successful acquisition of new homes for residents here in Northwest Arkansas.

Sincerely,

Gary Green  
For the Rivercliff HOA Workgroup  
rivercliffhoa.nwa@gmail.com  
(479) 650-9010

Attachments:

- A. Rivercliff Summit 1 Protective Covenants
- B. Rivercliff Summit 2 Protective Covenants
- C. Rivercliff Farms Protective Covenants

RECEIVED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

Rivercliff Summit Subdivision – Unit 1  
Protective Covenants

**Attachment A**

*These Protective Covenants apply to platted lots shown in the recorded plat of the subdivision in Book K page 65, including but not limited to Lots 1 - 12.*

**Recorded in Book K1 page 65.**

1. No building shall be erected or maintained on any lot in said subdivision other than a private residence and a private garage for the sole use of the owner or occupant. Dwellings shall not be less than 1000 square feet enclosed area, exclusive of porches, stoops, open or closed carports, patios, or garages. All footings and foundations must meet FHA specifications.
2. No old, used, existing building or structure of any kind nor any part of an old, used, or existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. All construction is to be of new material.
3. Building plans and specifications must be approved by the Developers.
4. No fence shall be permitted to extend nearer to the street than the minimum set back line hereinafter provided.
5. No residential structure shall be located nearer to the front lot line than 10 feet, or nearer to the side street line than 10 feet, or nearer to the side lot line than 5 feet, or nearer to the rear lot line than 10 feet.
6. No animals or birds, other than household pets, shall be kept on any lot.
7. No part of said premises shall be used for commercial or manufacturing purposes, except those lots designated commercial on the Plat Map, or as approved by the Developers.
8. No structure such as a trailer, tent, shack or other temporary structure shall be used as a residence.
9. No outside toilet or privy shall be erected or maintained. Septic tanks and laterals must meet Arkansas State Health Department specifications.
10. Easements are reserved along and within 10 feet of the rear line and front line and within 5 feet of the side line of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones, water mains, sanitary or storm sewers, road drains, and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities. Said easements to also extend along any property owner's side and rear property lines in case of fractional lots. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such poles pass over some portion of said lots not within the 10 foot wide strip as long as such lines do not hinder the construction of buildings on any lots in this subdivision.
11. No noxious or offensive activity shall be carried on, nor shall anything be done which may become an annoyance or nuisance to ordinary residential usage.
12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 1 foot square, one sign of not more than 5 feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Rivercliff Summit Subdivision – Unit 1  
Protective Covenants

13. These covenants are to run with the land and shall be binding on all parties, their heirs, and assigns claiming under them for a period of twenty-five years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten years; unless instruments signed by a majority of the then owners have been recorded, agreeing to a change in said covenants in whole or any part. Subsequent invalidation of any one of these covenants shall in no wise affect the other provisions which shall remain in full force and effect. If the owner of any lot in said subdivision, or any other person shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing, or recover damages or other dues from such violation.

**Recorded in Instrument L201954236.**

14. Short Term Rentals Prohibited. Owners and occupants of the Lots and the Contiguous Parcels are prohibited from leasing, subleasing, licensing or assigning all or any part of the land or any structures located thereon for short-term rental to a third-party. For the purpose of the Covenants, a “short-term rental” is defined as any lease, sublease, license or assignment for a term of less than six (6) consecutive months.

Rivercliff Summit Subdivision – Unit 2  
Protective Covenants

**Attachment B**

*These Protective Covenants apply to platted lots shown in the recorded plat of the subdivision in Book K page 185 plus Contiguous Parcels whose owner elected to adopt the original covenants and subsequent amendments, including but not limited to Lots 14 - 27.*

**Recorded in Book K1 page 65 and Book K1 page 185.**

1. No building shall be erected or maintained on any lot in said subdivision other than a private residence and a private garage for the sole use of the owner or occupant. Dwellings shall not be less than 1000 square feet enclosed area, exclusive of porches, stoops, open or closed carports, patios, or garages. All footings and foundations must meet FHA specifications.
2. No old, used, existing building or structure of any kind nor any part of an old, used, or existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. All construction is to be of new material.
3. Building plans and specifications must be approved by the Developers.
4. No fence shall be permitted to extend nearer to the street than the minimum set back line hereinafter provided.
5. No residential structure shall be located nearer to the front lot line than 10 feet, or nearer to the side street line than 10 feet, or nearer to the side lot line than 5 feet, or nearer to the rear lot line than 10 feet.
6. No animals or birds, other than household pets, shall be kept on any lot.
7. No part of said premises shall be used for commercial or manufacturing purposes, except those lots designated commercial on the Plat Map, or as approved by the Developers.
8. No structure such as a trailer, tent, shack or other temporary structure shall be used as a residence.
9. No outside toilet or privy shall be erected or maintained. Septic tanks and laterals must meet Arkansas State Health Department specifications.
10. Easements are reserved along and within 10 feet of the rear line and front line and within 5 feet of the side line of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones, water mains, sanitary or storm sewers, road drains, and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities. Said easements to also extend along any property owner's side and rear property lines in case of fractional lots. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such poles pass over some portion of said lots not within the 10 foot wide strip as long as such lines do not hinder the construction of buildings on any lots in this subdivision.
11. No noxious or offensive activity shall be carried on, nor shall anything be done which may become an annoyance or nuisance to ordinary residential usage.
12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 1 foot square, one sign of not more than 5 feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Rivercliff Summit Subdivision – Unit 2  
Protective Covenants

13. These covenants are to run with the land and shall be binding on all parties, their heirs, and assigns claiming under them for a period of twenty-five years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten years; unless instruments signed by a majority of the then owners have been recorded, agreeing to a change in said covenants in whole or any part. Subsequent invalidation of any one of these covenants shall in no wise affect the other provisions which shall remain in full force and effect. If the owner of any lot in said subdivision, or any other person shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any such proceedings at law or in equity against the person or persons violating or attempting to violate any covenant and either prevent him or them from so doing, or recover damages or other dues from such violation.

**Recorded in Instrument L202255987.**

14. Short Term Rentals Prohibited. Owners and occupants of the Lots are prohibited from leasing, subleasing, licensing or assigning all or any part of the land and any structures located thereon for short-term rental to a third-party. For the purpose of the Covenants, a “short-term rental” is defined as any lease, sublease, license or assignment for a term of less than six (6) consecutive months.

Rivercliff Farms Subdivision  
Protective Covenants

**Attachment C**

*These Protective Covenants apply to platted lots shown in the recorded plat of the subdivision in Book N page 64 plus Contiguous Parcels whose owner elected to adopt the original covenants and subsequent amendments, including but not limited to Lots 100 – 134.*

**Recorded in Book 433 page 271.**

1. No old, used, existing building or structure of any kind shall be moved onto, placed upon, or permitted to remain on any land affected hereby.
2. Building plans and specifications must be approved by S. Rex Spivey or his designated representative. Plans shall mean professional “blueprints” showing front, rear, side elevation and foundation layout drawn by an architect, home designer, or professional draftsman. Accompanying blueprints shall be specifications and material list.
3. No residential structure shall be located nearer than twenty (20) feet of a street or road right-of-way or nearer than fifteen (15) feet to the boundaries of adjoining landowner.
4. No animals or birds, other than household pets, shall be kept on any of the land affected hereby.
5. The land affected hereby shall not be used for commercial or manufacturing purposes unless written consent of S. Rex Spivey or his designated representative shall have been filed of record.
6. Trailers, tents, shacks or temporary structures of like nature, shall not be used as residence on any of the lands affected hereby.
7. No outside toilet or privy shall be erected or maintained. Septic tanks and laterals must meet Arkansas State Health Department specifications.
8. Easements for utilities and drainage are reserved and established along and within ten (10) feet of the rear line and front line and within five (5) feet of the side line of all lands affected hereby. Said front lines shall be the boundary of the lands adjoining the road or street thereto.
9. No noxious or offensive activity shall be carried on, nor shall anything be done, which may become an annoyance or nuisance to ordinary residential usage of the lands affected hereby.
10. No sign of any kind shall be displayed to public view on any of the lands affected hereby, except one (1) professional sign of not more than one (1) foot square, one (1) sign or not more than five (5) feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.
11. No structure shall be erected or maintained on any of the lands affected hereby other than a private residence and a private garage for the sole use of the owners or occupants thereof. The minimum square feet of the enclosed area of the dwelling thereon, exclusive of porches, stoops, open or closed carports, patios, or garages, shall not be less than as specified in the deed pertaining to such lands. All footings and foundations must meet FHA specifications.
12. These covenants shall run with the land and shall be binding on all parties, their heirs and assigns, claiming under them for a period of twenty-five (25) years from the date same are placed of record; after which, said covenants shall be automatically extended for successive periods of ten (10) years unless instruments, signed by a majority of the then owners of the lands affected thereby, have been recorded agreeing to a change in said covenants in whole or in part. Subsequent invalidation of any

Rivercliff Farms Subdivision  
Protective Covenants

one of these covenants shall in no wise affect the other provisions which shall remain in full force and effect. If the owner of any of the lands affected hereby, or any other persons, shall violate any of these covenants, it shall be lawful for any person or persons owning any real property affected thereby to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate same either to restrain such violation or recover damages therefor.

**Recorded in Book 510 page 375.**

Covenant No. Two of the Protective Covenants for Rivercliff Farms is deleted in its entirety and is replaced by the following:

- a. A Building Control Committee shall be established consisting of four committee members, all of whom are lot owners and shall be elected by the lot owners in the subdivision. The term of membership on the committee shall be for four years at the expiration of which time the lot owners shall elect four new committee members. This process shall continue until all lots contain residences thereon.
- b. At the initial meeting of the Building Control Committee, there shall be promulgated By-Laws regulating the conduct of the committee. These initial By-Laws shall not be modified or changed in any manner without the approval of the majority of the lot owners.
- c. The Developer of the subdivision shall have no control regarding the conduct of this committee or the acceptance or disapproval of any plans submitted to the committee.
- d. Prior to the construction of a house on any lot on the above-described subdivision, plans shall be submitted to the Building Control Committee for approval and if the committee so act within thirty (30) days from receipt of the plans, the plans as submitted shall be deemed to have been accepted. Approval shall not be unreasonably withheld.

**Recorded in Instrument L201954237.**

13. Short Term Rentals Prohibited. Owners and occupants of the Lots and Contiguous Parcels are prohibited from leasing, subleasing, licensing or assigning all or any part of the land or any structures located thereon for short-term rental to a third-party. For the purpose of the Covenants, a "short-term rental" is defined as any lease, sublease, license or assignment for a term of less than six (6) consecutive months.