

EST.  1994
RIDGEPOINTE
life on pointe.

January 17, 2023

Donna Hamaker
327 Meadow Lane
Cave City AR 72521

Dear Donna,

As a new property owner in RidgePointe, I would like to Welcome you and inform you about the RidgePointe Property Owners Association.

The RidgePointe Property Owners Association currently has over 250 members, which consist of all property owners in RidgePointe. The primary purpose of the POA is to ensure we sustain and protect our property values. You are automatically a member of this association when you purchase property in RidgePointe.

In 2018 the community acquired the RidgePointe Country Club. The Property Owners overwhelmingly voted in favor of an initiative to purchase the country club that is the anchor of our neighborhood. Our property owners dues – along with the other revenue that the club realizes through membership dues & restaurant revenue – support the operations of the club and service the debt we incurred to purchase The Club.

With the addition of the financing and support of the country club our dues are currently at \$1,950 per year. You may contact us regarding paying quarterly, semi-annually, or annually. As a benefit, each POA member has social member privileges. Social Member access includes dining in both restaurants, swimming pool, outdoor tennis, and an outstanding fitness center. **To get your club account activated please reach out to the club's Business Manager, Case Hall, to fill out the required application.** You may reach him in the office at 870-931-5000 ext. 2, or email office@ridgepointecountryclub.com. If you are interested in a golf or tennis membership, you may contact Andrew Hooper, the Club Manager, at 870-931-5000 for details.

Also enclosed, please find the RidgePointe Property Owners Association By-laws and Bill of Assurance. Please note that any changes or additions to your residence (i.e. fence, patio, deck, etc.) must be approved by the Architectural Control Committee prior to the commencement of work.

Your association officers are President-Rodger Hurt, Vice President-Don Harmon, Randy Woodruff, member at large and Secretary/Treasurer-Beth Lovelace. If you have questions, please give any of us a call.

Again – welcome to RidgePointe. It's a great place to live and I am sure you will enjoy living in this wonderful community.

Sincerely,

Beth Lovelace, RPPOA Secretary/Treasurer 870-761-0608

**RidgePointe Country Club
Privately Owned Golf Carts
Information Sheet**

Q. Are privately owned golf carts allowed? If so, what are the requirements?

A. Yes. Members of the Club may own and use their own golf carts if they comply with the related Club rules below:

1. Cart must be electric.
2. All carts will have 4 wheels
3. No carts, unless contracted or permitted by the Director of Golf, can be brought in on a trailer for use.
4. No joint ownership of a cart
5. All private cart drivers will be 16 years or older with a valid driver's license.
6. All carts must be approved by the Director of Golf. All carts after January 1, 2019 will be white in color. All tires will be conventional golf cart tires and must be pre-approved by the Golf Professional.

Q. I have seen non-white golf carts on the course, why is that?

A. The Board of Directors voted to "Grandfather" non-white carts owned by members prior to January 1, 2019.

Q. Is there a grace period for new members joining the Club who already own a non-white cart?

A. No. All new members must comply with the rules listed above.

Q. Can I buy a "grandfathered" golf cart from another member and use it?

A. Yes, but only if you are purchasing the home and the cart from the current member who owns such a cart.

Q. If I own a "grandfathered" cart and need to replace it or purchase an additional cart, would such carts still be "grandfathered"?

A. No. Any new or replacement carts must be white. In addition, grandfathered carts cannot be repainted any other color except white.

Q. I am not a golf member and I have a colored golf cart. If I join as a golf member, can I use it?

A. No. In this case you are a new golf member and will need a white cart.

Q. Can I drive my golf cart (any color) without a trail sticker?

A. You may drive such a golf cart to the clubhouse but not on the golf course. The Club Golf Rules specifically state that "All privately owned golf carts which travel on the golf course or golf cart paths will be required to have an annual trail fee permit properly displayed". Only white carts with trail fee, except those "grandfathered," are allowed on the course.

Information Sheet
RidgePointe POA/RidgePointe Country Club

Q. Can you explain the difference between the Property Owners Association and the Country Club?

A. The Property Owners Association (POA) was formed at the inception of the RidgePointe neighborhood development. As a property owner you have been paying POA dues annually since you purchased property in RidgePointe. Those dues were originally designated for limited maintenance of some common areas of the neighborhood.

The RidgePointe Country Club (RPCC) has always been a separate entity from the POA under private ownership with separate dues for membership.

In the fall of 2018 the POA voted to raise the POA dues in order to purchase the Country Club from private owners, bring stability to our neighborhood, and protect our green space and property values. As a result of that successful purchase you, as a property owner, are now a **Resident-Social** member of RidgePointe Country Club. It's your neighborhood restaurants, your swimming pool, your fitness center, and your outdoor tennis court. Come and experience your facilities!

Q. What does a Resident-Social classification membership mean to me?

A. You now are a member of the club, no waiting, you are all set to enjoy the Club restaurants, fitness center, swimming pool (in season), and outdoor tennis courts. Golf memberships and indoor tennis memberships are available. All you need is your Club member number, which is included in your membership packet. You just give your Club member number to your waiter at the restaurants and you will receive a bill by email at the first of the next month. No need for a credit card or cash, it's a stress-free way for you and your guests to enjoy your neighborhood restaurants.

Q. How will I be billed for food and beverage and other club purchases?

A. Please fill out the enclosed Membership Application and ACH form (if that is your desired payment method) and return it to the club office. An account has been established in our system for each POA member with the number written at the top of your application but we will need your billing and contact information to complete your account set up.

Q. Will I receive a separate monthly dues bill from the Country Club?

A. No. As a Resident-Social member, the annual POA dues are all you pay. If you dine in the restaurants or purchase items from the pro shops you will receive a bill for that, but no monthly Club dues.

Q. If I am a lot owner do I have a Club membership?

A. Yes, you do! Please fill out the information in the enclosed New Member packet, designating who will be your registered member. If you designate someone other than yourself, they must fill out the information and register a credit card for purchases.

MEMBERSHIP OPPORTUNITIES

(FEES LISTED BELOW ARE AS OF JANUARY 2020. ALL CLUB MONTHLY DUES ARE INCREASED 3% ON JANUARY 1ST OF EACH YEAR)

FULL MEMBERSHIP

MEMBERSHIP PROVIDES ACCESS TO ALL OF THE CLUBS FACILITIES AND AMENITIES, INCLUDING THE CHAMPIONSHIP 18 HOLE GOLF COURSE, DRIVING RANGE & PRACTICE FACILITIES, 2 OUTDOOR TENNIS COURTS, SWIMMING POOL, FITNESS CENTER, CLUBHOUSE, DINING ROOMS AND ALL SOCIAL EVENTS AND ACTIVITIES. INDOOR TENNIS COURTS, CART, AND RANGE FEES APPLY.

INITIATION FEE:	\$1,000
MONTHLY DUES:	\$309
MONTHLY FOOD MINIMUM:	\$60
ANNUAL ASSESSMENTS	\$200 (\$100 CHARGED BI-ANNUALLY)

YOUNG PROFESSIONAL FULL MEMBERSHIP

MEMBERSHIP PROVIDES ACCESS TO ALL OF THE CLUBS FACILITIES AND AMENITIES, INCLUDING THE CHAMPIONSHIP 18 HOLE GOLF COURSE, DRIVING RANGE, PRACTICE FACILITIES, 2 OUTDOOR TENNIS COURTS, SWIMMING POOL, FITNESS CENTER, CLUBHOUSE, DINING ROOMS AND ALL SOCIAL EVENTS AND ACTIVITIES. INDOOR TENNIS COURTS, CART, AND RANGE FEES APPLY.

Age 35-39	
INITIATION FEE:	\$1,000
MONTHLY DUES:	\$247
MONTHLY FOOD MINIMUM:	\$60
ANNUAL ASSESSMENTS	\$200 (\$100 CHARGED BI-ANNUALLY)

AGE 40-49

INITIATION FEE:	\$1,000
MONTHLY DUES:	\$185
MONTHLY FOOD MINIMUM:	\$60
ANNUAL ASSESSMENTS	\$200 (\$100 CHARGED BI-ANNUALLY)

TENNIS MEMBERSHIP

MEMBERSHIP PROVIDES ACCESS TO THE CLUBS FACILITIES AND AMENITIES, INCLUDING 3 INDOOR AND 2 OUTDOOR TENNIS COURTS, SWIMMING POOL, FITNESS CENTER, CLUBHOUSE, DINING ROOMS AND ALL SOCIAL EVENTS AND ACTIVITIES. A SEPARATE FEE IS APPLIED FOR INDOOR TENNIS COURTS USE.

INITIATION FEE:	\$1,000
MONTHLY DUES:	\$154
MONTHLY FOOD MINIMUM:	\$60
ANNUAL ASSESSMENTS	\$200 (\$100 CHARGED BI-ANNUALLY)

CORPORATE GOLF MEMBERSHIP

MEMBERSHIP IS ONLY VALID FOR COMPANIES WITH TWO OR MORE EMPLOYEES AND IT PROVIDES ACCESS TO ALL OF THE CLUBS FACILITIES AND AMENITIES, INCLUDING THE CHAMPIONSHIP 18 HOLE GOLF COURSE, DRIVING RANGE & PRACTICE FACILITIES, 2 OUTDOOR TENNIS COURTS, SWIMMING POOL, FITNESS CENTER, CLUBHOUSE, DINING ROOMS AND ALL SOCIAL EVENTS AND ACTIVITIES. INDOOR TENNIS COURTS, CART, AND RANGE FEES APPLY.

INITIATION FEE:	\$1,000
MONTHLY DUES:	\$515 FOR TWO MEMBERS AND \$150 FOR EACH ADDITIONAL MEMBER
MONTHLY FOOD MINIMUM:	\$120
ANNUAL ASSESSMENTS	\$200 (\$100 CHARGED BI-ANNUALLY)

ELITE MEMBERSHIP

MEMBERSHIP PROVIDES ACCESS TO THE CLUB FACILITIES AND AMENITIES WHICH INCLUDE THE SWIMMING POOL, FITNESS CENTER, CLUBHOUSE, DINING ROOMS AND ALL SOCIAL EVENTS AND ACTIVITIES.

INITIATION FEE:	\$500
MONTHLY DUES:	\$108
MONTHLY FOOD MINIMUM:	\$60
ANNUAL ASSESSMENTS	\$200 (\$100 CHARGED BI-ANNUALLY)

RIDGEPOINTE PHASE VI
BILL OF ASSURANCE



Developed By
RidgePointe Development Corporation



RIDGEPOINTE, PHASE VI

BILL OF ASSURANCE

WHEREAS, RidgePointe Development is the owner of the land in the Western District of Craighead County, Arkansas, platted as: RidgePointe, Jonesboro, Arkansas.

NOW, THEREFORE, RidgePointe Development Corporation, hereinafter called Grantor, for and in consideration of the benefits to accrue R.D.C. which are hereby acknowledged to be of value, have caused to be made and filed a plat showing the survey made by Jonesboro Miller-Newell, Registered Civil Engineers, said plat being recorded in Plat Cabinet ___ Page ___ showing the bounds and dimensions of the property being subdivided into lots and descriptions by lots and streets; and said Grantor hereby donates and dedicates to the public use forever an easement of way on or over said streets as shown by said plat to be used as public streets.

The filing for record of the Bill of Assurance and plat in the office of the Circuit Clerk and Ex-Officio Recorder of Craighead County, Arkansas, shall be a valid and complete delivery and dedication of the streets and easements, subject to the limitations herein set out.

The lands embraced in said plat shall forever be known as "RidgePointe Phase VI" and any and every deed of conveyance for any lot in said subdivision describing the same as identified on the plat shall always be deemed a sufficient description thereof. The subdivision shall also be publicly known and identified as "RidgePointe Phase VI."

All lots in said addition and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants which said covenants shall be in full force and effect until December 31, 2050, subject to amendment or cancellation as hereinafter provided, to-wit:



1. **LAND USE AND BUILDING TYPE.** Said lots shall be held, owned and used only as residential building sites. No structure shall be erected, altered, placed or permitted to remain on any building site other than detached single-family dwelling not to exceed 3 stories in height, a private garage for not more than six cars, and other outbuildings incidental and related to residential use on the premises. No building or structure shall ever be used as a business office or for any commercial purpose whatsoever. A barn or stable will be allowed on any lot larger than three (3) acres. Parts of Block V will be reserved for condominiums or townhomes.

2. **SUBDIVISION OF LOTS.** The replatting or subdividing of any lot shown on the recorded plat, and herein designated for use as one detached single family dwelling only, into more than one lot shall be prohibited except by prior written approval of Carroll Caldwell for the duration of this Bill of Assurance.

3. **ARCHITECTURAL CONTROL.** The Grantors shall appoint an Architectural Control Committee composed of not less than 4 persons. The first committee shall consist of Carroll Caldwell, one eight (8) year term, Dr. Coy Mac Boyd, one six (6) year term, Mary K. Caldwell, one four (4) year term, and Teresa Boyd, one two (2) year term. Three members must be present to be a majority. At the expiration of a members' term, said vacancy shall be replaced by one property owner every two years. In the event any member of said Architectural Control Committee shall fail to qualify or for any reason to be or become unable to serve thereon, a successor member shall be appointed by the remaining members to complete said term.

No building or fence shall be erected, placed or altered on any property in this subdivision until the building plans, specifications, exterior color scheme and plot showing the location of such building with respect to existing topography and finished ground elevation, have been approved by the said Architectural Control Committee by majority vote. In the event the Architectural Control Committee herein established fails to approve or disapprove any plans, specifications, exterior color scheme or plot plans submitted to it as herein required, within 60 days after such submission, this covenant shall be deemed to have been met fully.



Nothing herein contained, nor required consent of the Grantors or any Architectural Control Committee, shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvements within this subdivision which they would otherwise be entitled to maintain.

There shall be no compensation to Grantors, or any Architectural Control Committee hereafter established, for the service to be performed pursuant to this covenant.


Such Architectural Control Committee shall have the power to grant reasonable waivers of any restrictions provided by this Bill of Assurance, except the subdivision of lots.

4. PROPERTY OWNERS' ASSOCIATION. All lots in RidgePointe and the owners thereof, are members of the legal entity of the RidgePointe Property Association. As such, each property owner is subject to the bylaws, rules and regulations of that association. Such bylaws, rules and regulations are incorporated herein word for word by reference hereafter established or amended.

Except as amended herein, all other provisions of this Bill of Assurance remain in full force and effect.

5. MULTI-FAMILY DWELLINGS. No multi-family residences or apartments, including but not restricted to duplexes, shall be permitted on any residential lot or part thereof, except parts of Block V. No residence originally constructed in accordance with the foregoing restrictions shall be converted into more than a single family residence. A guest house and/or maid quarters may be permitted if approved by the Architectural Control Committee.

6. MINIMUM PRINCIPAL DWELLING SIZE AND COSTS. The minimum square feet of any dwelling constructed on said lots shall be not less than 2,200 square feet of floor space in the case of a one-story structure, or less than 2,600 square feet of floor space in the case of a one and one-half or two story structure. In all cases the minimum square feet floor area of ground floor area or total area referred to shall be exclusive of attics, eave overhang, attached porches, patios, carports or garages, (whether or not attached), porte-cocheres, underground basements, storerooms or outbuildings.



The Architectural Control Committee has the authority to amend these requirements based on each and separate presentation of an owner's plans and specifications.

7. **BUILDING LOCATION.** Buildings shall be located within the building set back lines as shown on plat except in the condominium and townhome area in Block V.

8. **FENCES.** No fence, wall, hedge, mass planting or other structure shall be permitted to extend beyond the minimum building set back line established herein, except upon approval by the Architectural Control Committee as herein set out for approval of construction of buildings, and no fence, wall or other structure shall be erected without prior approval of design, construction and materials by the Architectural Control Committee. No chain link fences of any type shall be permitted within the subdivision without the approval of the Architectural Control Committee.

9. **MAINTENANCE.** Maintenance expense of the islands shall be shared equally by all property owners and paid for by the Property Owners Association as per Paragraph 4. All expense will be shared by all property owners equally. Assessments for such maintenance expenses may be required from time to time by the Property Owners Association which shall assess each lot equally for such expenses. The main entrance sign and all landscaping constructed and erected by Grantors shall be maintained by the Property Owners Association. All lot owners will be required to mow and maintain grass and weeds on their lot.

10. **TEMPORARY STRUCTURES.** No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall be used at any time for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Temporary construction trailers or outbuildings will be permitted only while a home or street development is under construction. The developer maintains the right to operate an on site sales office. No sign of any type shall be displayed to public view on any building site herein designated exclusively for use as one detached single fam-



ily dwelling, except that one sign shall be permitted of not more than five square feet in area advertising the property during the initial construction or a resale period.

The owners of lots in Phase I-A which adjoin the lake shall be permitted to place "no trespass" signs at reasonable locations on their property, as approved by the Architectural Control Committee, for the purpose of giving public notice that such lake is privately owned.

11. **ANTENNAS.** All satellite antennas, and other large antennas, will not be permitted except on 4 acres or more. In addition, they must be hidden by fencing or landscaping and are subject to architectural control per paragraph 3.

12. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised or kept on any building site, except that horses, dogs, cats or other household pets may be kept, provided they are not kept or maintained for any commercial purpose. Horses will be permitted only on lots 3 acres or more.

13. **MOBILE HOMES, CAMPERS AND BOATS.** No mobile home, camper or self-propelled mobile home and/or camper and no boat or other water craft shall be parked on any of said residential lots herein described for a period of greater than one (1) week unless same shall be in a garage or carport or placed in the rear of the lot or house.

14. **OVERNIGHT PARKING.** There will be no overnight parking on the streets.

15. **PROPERTY LINES AND BOUNDARIES.** Iron pins have been set on all lot corners and points of curve, and all lot dimensions shown on curves are curve distances, and all curve data shown on the plat is centerline curve data. In the event of minor discrepancies between the dimension or distance as shown on the plat and the actual dimensions or distances as disclosed by the established pins, the pins as set shall control.



16. EASEMENTS. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded Plat.

17. SPECIAL RESTRICTIONS FOR LAKE FRONT LOTS.

A. The use of the watershed lake is reserved exclusively for the owners of the lake-front lots described herein and their guests only when accompanied by a lake-front lot owner. No owner of any other lot in the subdivision, or their guests, have any right, title, lien, easement, license, use or any other claim of right to use of any part of the lake except as an accompanied guest of any lake-front lot owner. Each lake-front lot owner herewith grants ingress egress on the water to all other lake-front owners an easement or license for the use of the lake by all lake-front owners and their accompanied guests.

B. Structures, such as boat docks, landings or sun decks, shall not be permitted, built, constructed or erected within, near or adjacent to the lake without approval of the Architectural Control Committee.

C. An association is hereby created to include all owners of lake-front lots described herein. The Association is created for the purpose of maintenance of the lake as may be required. The dam site maintenance is the responsibility of the Soil Conservation Service. No dues shall be charged for such association, however, assessments may be required of lake-front lot owners as necessary to pay expenses incurred for the maintenance of the lake. Association business and election of officers shall be at the discretion of the majority vote of the lake-front owners.

18. GOLF COURSE. All of Block G.C. is reserved for members only.

19. CONSTRUCTION MAINTENANCE. A property owner will be held responsible for the clean up of all construction related debris and the repair of involved areas caused by the construction on their property.

All residuary soil and all other substances that accumulate in the street and right of ways which is caused from construction on property owners lot shall be removed immediately by the property owner at his expense. Non compliance thereof shall be consent to property owners association to cause said removal and cost



and expense thereof shall be reimbursed by property owner within thirty days of the expenditure and non payment shall become a materialman and labor lien against property owners lot pursuant to Arkansas law.

20. **AMENDMENTS.** Any or all of the covenants, provisions or restrictions set forth in the Bill of Assurance may be amended, modified, extended, changed or canceled, in whole or part, by a written agreement signed by each and every property owner of the individual lots in this subdivision. The provisions of such instrument so executed shall be binding from and after the date it is duly filed for record in the office of the recorder of deeds in and for Craighead County, Arkansas, in Jonesboro, Arkansas, except for the subdivision of lots, as per paragraph II.

21. **ZONING ORDINANCE CONFLICTS.** In the event that any of the provisions of this Bill of Assurance shall be different from the requirements of any zoning ordinance now in effect or hereafter enacted, then this Bill of Assurance shall be considered to be amended to conform to the requirements and shall impose a greater limitation than is herein contained. However, if the provisions of the Bill of Assurance shall impose greater limitations than those contained in such zoning ordinance, then the provisions herein contained shall control.

22. **ENFORCEMENT.** In the event of any attempt to violate any of the covenants, restrictions or limitations herein before the expiration date hereof, it shall be lawful for any person or persons owning a lot or lots in said addition to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenant or restriction, and either to prevent him or them from doing so or to recover damages or other dues for such violation.

23. **SEVERABILITY.** The invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which remain in force and effect.

WITNESS the hands and seals of the Grantor on this 10th day of October, 1995.



RIDGEPOINTE DEVELOPMENT CORPORATION

BY: Carroll Caldwell
President

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day personally appeared before me a Notary Public within and for the County and State aforesaid, duly commissioned, qualified and acting, the within named Carroll Caldwell, President of RidgePointe Development Corporation, who stated to me that he had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public, this 10th day of October, 1995.



Greta B. Bradley
Notary Public