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PRESENTED: 11-19-2020 12:14:37 PM RECORDED: 11-19-2020 12:18:32 PM

DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
FLETCHER VALLEY

In Official Records of Terri Hollingsworth Circuit/County Clerk  
PULASKI CO, AR FEE \$105.00

This Declaration, made this 16<sup>th</sup> day of November, 2020 by POTLATCHDELTA REAL ESTATE, LLC, an Arkansas limited liability company ("Developer" or the "Declarant").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described on Exhibit "A" attached to this Declaration ("Property"), and desires to create a community with improvements, including amenities, pedestrian trails, open spaces, landscaped areas and Tracts, hereinafter defined, for the benefit of the community, which shall be known as "Fletcher Valley";

WHEREAS, the time, place and manner within which the amenities and pedestrian trails are constructed are solely within the discretion of Developer;

WHEREAS, Developer desires to provide for the preservation of the values and amenities in Fletcher Valley and for the maintenance of any amenities, pedestrian trails, open spaces, landscaped public entrances and Tracts; and to this end, desires to subject the Property to these covenants, restrictions, easements, charges and liens, as hereinafter defined ("Covenants and Restrictions"), each of which is for the benefit of the Property, the Developer, each Owner of any Lot, Site or Tract in Fletcher Valley, and the Fletcher Valley Property Owners Association, Inc.; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in Fletcher Valley, to create a property owners association which shall have the power of maintaining, administering and enforcing these Covenants and Restrictions and doing all other things necessary to preserve the values and amenities of this community; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of Arkansas, as a nonprofit corporation, Fletcher Valley Property Owners Association, Inc., for the purpose of having the right to exercise these powers and functions; and

WHEREAS, the Property is subjected to these Covenants and Restrictions to ensure proper use and appropriate development and improvement of the Property and every part thereof; to guard against the erection thereon of Dwellings, Structures or Improvements, all as hereinafter defined, built of improper or unsuitable materials; to ensure adequate and reasonable development of the

Property and the use and enjoyment of property ownership therein; to encourage the erection of attractive Improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvement; to secure and maintain proper setbacks from streets, and adequate free spaces between Structures; and in general to provide adequately for a type and quality of Improvements in Fletcher Valley consistent with these Covenants and Restrictions; and to ensure desired standards of maintenance and operation of the Common Use Areas and Tracts for the benefit of all Lot Owners of Fletcher Valley. It is the intention and purpose of these Covenants and Restrictions to ensure that all Dwellings, Structures and Improvements, as hereinafter defined, in Fletcher Valley shall be of a quality of design, workmanship, and materials approved by the Architectural Control Committee, hereinafter defined. It is understood and agreed that the purpose of architectural control is to secure an attractive harmonious residential development having continuing appeal and, in an effort to ensure the same, the quality of architectural design will be considered; and

WHEREAS, it is deemed advisable that all of the Property be subdivided into building Lots, Tracts and streets, and that said Property be held, owned and conveyed subject to the protective Covenants and Restrictions herein contained, in order to enhance the value of Fletcher Valley.

NOW, THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions herein set forth:

ARTICLE I  
DEFINITIONS

ARCHITECTURAL CONTROL COMMITTEE. The committee so designated and described in Article IV hereof.

ASSOCIATION. The Fletcher Valley Property Owners Association, Inc., described in Article IX hereof.

BOARD. Board shall mean the Board of Directors of the Association.

COMMON USE AREAS. The amenities, pedestrian paths and other real property within Fletcher Valley reserved, now or in the future, by Declarant for the common use of all residents and Owners of real property in Fletcher Valley, and the fixtures thereon and appurtenances thereof. The Common Use Areas include those areas identified on any Plat as Tracts.

**DECLARANT OR DEVELOPER.** PotlatchDeltic Real Estate, LLC, its successors and assigns.

**DWELLING.** A residential Structure which, as originally constructed, is integrated and designed for use exclusively and solely as living quarters for one family.

**DWELLING ACCESSORY.** A subordinate building or portion of a Dwelling, the use of which is incidental to that of the Dwelling on a Lot.

**DWELLING OR STRUCTURE HEIGHT.** The vertical distance measured from the established ground level to the highest point of the underside of the ceiling beams, in the case of a flat roof; to the deck line of a mansard roof; to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip, or gambrel roof; or to the mean level of any other vertical parts of any other structure. Chimneys and ordinary and customary ornamental architectural projections shall not be included in calculating Dwelling Height.

**FAMILY.** One or more persons each related to the other by blood, marriage, or legal adoption, together with his or their domestic servants, maintaining a common household in a Dwelling.

**LOT OR HOMESITE.** A Lot in Fletcher Valley, which may be purchased by any person or owned by the Developer. The words "Lot" or "Homesite" as used herein shall be synonymous and may be used interchangeably.

**MEMBER.** Member shall mean and refer to any Owner, other than the Association, who by virtue of holding fee simple title to any Lot, Tract or Site, as hereinafter defined, is a member of the Association. If any Owner holds title to more than one Lot, Tract or Site he shall be entitled to an additional membership for each additional Lot, Tract or Site he owns. In the event the Owner of two or more Lots replats the Lots as one Lot, the Owner, its heirs, successors or assigns, shall have memberships equal to the number of Lots originally purchased.

**OWNER.** Owner shall mean and refer to the record owner, whether one or more persons or entities, of title to any Lot, Tract or Site which is part of Fletcher Valley, but excluding those having such interest merely as security for the performance of any obligation.

**SITE.** Site shall mean and refer to any platted Lot or Tract within the Property which may be purchased by any person or owned by the Developer or any 1/3 acre of unplatted property owned by the Developer within the Property.

STORY. That portion of the interior of a Dwelling included between the surface of the ground or any floor and the surface of existing or extended plane of the floor next above; or if there is no floor above, the space between the floor and the surface of existing or extended plane of the ceiling next above.

STORY, HALF. A space under a sloping roof which has the line of intersection of roof decking and exterior wall not more than three (3) feet above the top floor level, and in which space not more than sixty percent (60%) of the floor area is improved for principal or accessory use.

STRUCTURE. Any stationary object, including but not limited to a Dwelling, erected, constructed or placed on the Property or attached to something having a permanent location on or in the ground. Structures shall include but shall not be limited to approved sheds, antennas, flag poles, tree houses, playhouses, solar panels, fences, retaining walls, kennels and satellite dishes.

TRACT. Those portions of the Property reflected and defined as Tracts on any Plat and used for purposes described upon the Plat and within these Covenants and Restrictions. A Dwelling may not be constructed upon any Tract.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

1. EXISTING PROPERTY. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Pulaski, State of Arkansas, and is more particularly described on Exhibit "A", all of which property shall be referred to as the "Property" or "Fletcher Valley."

2. ADDITIONS TO EXISTING PROPERTY.

A. Additional lands of the Developer may become subject to these Covenants and Restrictions in the following manner: The Developer shall have the right but not the obligation to bring within the plan of this Declaration additional properties, regardless of whether or not said properties are presently owned by the Developer, in future stages of the development, provided that such additions, whether such properties are now owned or not presently owned, generally conform with the general plan of development (the "General Plan") which has been prepared prior to the date of these Covenants and Restrictions and prior to the sale of any Lot and is maintained in the office of the Declarant, and provided such proposed additions, if made, will become subject to assessments of the Association for their share of expenses in accordance with these Covenants and Restrictions and the Bylaws of the Association. UNDER NO CIRCUMSTANCES shall these

Covenants and Restrictions or any supplement thereto or the General Plan bind the Developer to make the proposed additions or to adhere to the General Plan in any subsequent development of land shown on the General Plan. Nor shall Developer be precluded from conveying lands in the General Plan not subject to these Covenants and Restrictions or any supplement thereto free and clear of these Covenants and Restrictions or any supplement.

B. The additions authorized shall be made by Declarant filing of record a supplemental declaration of Covenants and Restrictions ("Supplemental Declaration") with respect to the additional property which shall extend the Covenants and Restrictions of this Declaration to the additional property, and the Owners, including the Developer of Lots in those additions shall immediately be entitled to all rights and privileges provided in this Declaration.

C. The Supplemental Declaration may contain those complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration necessary to reflect the different character, if any, of the added properties. In no event, however, shall such supplement revoke, modify and add to the Covenants and Restrictions established by this Declaration within the Property.

3. ADDITIONS LIMITED TO DEVELOPER. No one other than the Developer shall have the right to subject additional lands to this Declaration of Covenants and Restrictions, unless the Developer shall indicate and consent in writing to the Association that such additional lands may be included.

### ARTICLE III

#### GENERAL RESTRICTIONS

1. LAND USE. Except for those portions of Fletcher Valley referred to herein as streets, Tracts and Common Use Areas, each Lot shall be used as a residential site for one Dwelling only, occupied by one Family, with a private garage containing no fewer than two parking spaces for the sole use of the Owners or occupants of the Dwelling.

### ARTICLE IV

#### ARCHITECTURAL CONTROL COMMITTEE

1. DESIGNATION OF COMMITTEE. The Association shall have an Architectural Control Committee, consisting of at least three (3) and not more than five (5) members who shall be natural persons. Until ninety-five percent (95%) of all Lots now subject to these Covenants and Restrictions, plus Lots added pursuant to Article II hereof, are sold and have Dwellings constructed

thereon, the members of the Architectural Control Committee, and all vacancies, shall be appointed by Developer. When ninety-five percent (95%) of all Lots described in this paragraph are sold and have Dwellings constructed thereon, the members of the Architectural Control Committee, and all vacancies, shall be appointed by the Board of Directors of the Association.

2. **FUNCTION OF COMMITTEE.** No Dwelling, Structure or other Improvement shall be constructed or maintained upon any Lot and no alteration or repainting to the exterior of a Dwelling, Improvement or Structure shall be made and no landscaping performed unless complete plans, specifications, and plot plans showing the exterior design, height, building material and color scheme, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing walls and windbreaks shall have been submitted in writing to and approved in writing by the Architectural Control Committee prior to the commencement of construction. A copy of the written plans, specifications, and Lot plans as finally and expressly approved shall be deposited with the Architectural Control Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decisions of the Architectural Control Committee shall be final, conclusive and binding upon the applicant.

**FAILURE TO OBTAIN WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO COMMENCEMENT OF CONSTRUCTION OF ANY DWELLING, STRUCTURE OR IMPROVEMENTS MAY RESULT IN LEGAL ACTION BEING INSTITUTED BY THE ASSOCIATION, DEVELOPER OR ANY OTHER LOT OWNER IN ACCORDANCE WITH ARTICLES IX AND XII HEREOF.**

3. **CONTENT OF PLANS AND SPECIFICATIONS.** The written plans and specifications to be submitted and approved shall include, but not be limited to, each of the following:

(a) A plot plan showing the location of the Dwelling and all Improvements, Structures, Dwelling Accessory, swimming pools, walks, driveways, fences and walls. Existing grades shall be shown at Lot corners and at corners of proposed Improvements.

(b) Exterior elevations.

(c) Exterior materials, colors, textures and shapes and manufacturers thereof.

(d) Foundation plans.

(e) Wall sections with ceiling heights.

- (f) Roof plans.
- (g) Landscaping plan, including pre-approved mailboxes, walks, fences and walls, elevation changes, shrub beds, plant description and sizes and quantity, existing vegetation and ground cover.
- (h) Parking area and driveway plan.
- (i) Screening, including site, location and method.
- (j) Other information as reasonably requested by the Architectural Control Committee.

The Architectural Control Committee shall establish the drainage requirements for each Lot.

Residential landscaping must be fully installed as of the date the Certificate of Occupancy is issued by the City of Little Rock.

4. DEFINITION OF "IMPROVEMENT". Improvement shall mean and include all Dwellings and roofed Structures, parking areas, fences, walls, hedges, landscaping, mass plantings, poles, towers, satellite dishes, kennels, antennas, driveways, swimming pools, walks, patios, outdoor fireplaces, gazebos, solar panels, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any other new exterior construction or exterior improvement which materially alters the appearance of any Lot and which may not be included in any of the foregoing. The definition does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which does not materially change exterior colors or exterior appearances.

5. THE BASIS OF APPROVAL. Approval of written plans and specifications shall be based on, among other things, adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of these protective covenants. The Architectural Control Committee shall establish certain architectural guidelines, which shall be approved by the Association Board of Directors (the "Architectural Guidelines"), and all plans and specifications must comply with Architectural Guidelines then in force and effect. However, the Architectural Control Committee may approve exceptions to the Architectural Guidelines by a unanimous vote. The current Architectural Guidelines shall be available at the office of the Association or the office of the Declarant.

Acquisition of the approval of the Architectural Control Committee does not relieve the Owner, his agent, contractors or representatives, from acquiring all necessary local, state or federal permits or licenses necessary for the construction of any Improvements.

6. MAJORITY VOTE. Except when voting on exceptions to the Architectural Guidelines, a majority vote of the Architectural Control Committee is required for approval or disapproval of proposed Improvements.

7. FAILURE OF COMMITTEE TO ACT. If the Architectural Control Committee fails to approve, disapprove, or reject as inadequate proposed plans and specifications within sixty (60) days after proper written submittal, they shall be deemed rejected. THE BURDEN OF PROVING RECEIPT OF WRITTEN PLANS AND SPECIFICATIONS BY THE ARCHITECTURAL CONTROL COMMITTEE IS SOLELY UPON THE OWNER OF THE LOT UPON WHICH THE PROPOSED IMPROVEMENTS ARE TO BE CONSTRUCTED. If the Architectural Control Committee, in its sole and exclusive discretion, determines that the plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them entirely, partially or conditionally approve them.

8. LIMITATION OF LIABILITY. Neither the Declarant, the Association, the Architectural Control Committee nor any of their members, shareholders, officers, directors or employees shall be liable, in damages or otherwise, to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications, including any enforcement actions taken by the Association pursuant to Articles IX or XII hereof.

Acceptance of a Deed to a Lot is hereby deemed to be Owner's covenant and agreement to said limitation of liability and the recording of the Declaration in the public records shall be considered notice to Owners of said limitation of liability.

9. REASONABLE FEE. The Architectural Control Committee may charge any Owner a reasonable fee for its services in reviewing that Owner's proposed plans and specifications, including, but not limited to, consulting fees and other expenses incurred by the Architectural Control Committee.

10. DRIVEWAYS. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone or other approved base material and shall be



surfaced with concrete. Plans and specifications for driveways, culverts, pavement edging or markers shall be as approved in writing by the Architectural Control Committee. Except as otherwise provided herein, driveways may access the adjacent street at one location only, unless otherwise approved by the Architectural Control Committee.

## ARTICLE V

### PROHIBITIONS AND RESTRICTIONS

Except for (1) the development and sales activities of Developer and its contractors, employees and agents, and (2) construction activities authorized by the Architectural Control Committee, the following prohibitions shall be applicable to all Lots, Dwellings, Structures and Improvements in Fletcher Valley:

1. No Dwelling, Structure or Improvement of any type may ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot or portion of any Lot. This prohibition shall not apply to any business or Structure that may be placed on any Lot or portion of a Lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to Fletcher Valley.

2. No outbuildings or other detached Structure appurtenant to the Dwelling may be erected on any of the Lots hereby restricted without the consent in writing of the Architectural Control Committee.

3. No noxious or offensive trade, materials or activity shall be carried on upon any Lot or Tract, nor shall any garbage, trash, rubbish, tree limbs, pine straw, leaves or cuttings, ashes or other refuse be thrown, placed or dumped upon any vacant Lot, street, road, Tract or Common Use Area, nor on any Lot unless placed in a container suitable for garbage pickup.

4. Nothing shall ever be done which may be or become an unreasonable annoyance or nuisance to the neighborhood and the Lot Owners therein. Such shall include, but not be limited to, failure to keep a Lot maintained as required by these Covenants and Restrictions or by any applicable government regulations prior to and during the construction of any Dwelling.

5. No oil drilling, oil development operating, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other purposes shall be erected, maintained or permitted upon any Lot.

6. No preexisting, erected building, manufactured building, used structure or similar pre-fabricated structure of any sort may be moved onto or placed on any of the Lots or Tracts.

7. No livestock or poultry shall be kept or maintained.

8. No burning of refuse or leaves shall be permitted except during the initial construction of any Dwelling. The Contractor may burn trash and other debris during this period if the Contractor has acquired any federal, state or municipal permits required to do so.

9. Chain link or similar fences are in all events strictly prohibited and shall not be used under any circumstances. All fences must be approved by the Architectural Control Committee.

10. No garage, carport, driveway, or parking area which may be in front or adjacent to or part of any Lot may be used as a habitual parking place for commercial vehicles. No watercraft, recreational vehicles, motorcycles, all-terrain vehicles or dune buggies may be parked in the driveway of any residence or at any other location in front of any residence. The term "commercial vehicles" shall include all trucks and all automobiles and vehicular equipment which shall bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise. (The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and violation of this Article V, Paragraph 4.)

11. No temporary buildings, quonset huts, trailers, campers, recreational vehicles, tents, shacks, privies or other outbuildings shall be constructed, erected or parked upon any Lot or used for human habitation, temporarily or permanently. It is understood that the word "trailer" shall refer to a house or camping trailer which could be temporarily occupied for living purposes, and this restriction shall refer also to truck-mounted campers and travel buses, unless such trailer, erected camper, truck-mounted camper or travel bus is enclosed in a garage. Temporary Dwellings, Improvements or Structures used during the construction of a Dwelling shall be on the same Lot as the Dwelling, and such Improvements and Structures shall be removed upon completion of construction of the Dwelling.

12. No garage or other outbuilding approved by the Architectural Control Committee shall be constructed or erected upon said Lot except during the construction of the principal Dwelling or thereafter.

13. No undomesticated animal nor any other animal having unusually vicious propensities shall be kept or maintained either inside or outside any Structure, Improvement or Dwelling. No commercial breeding or boarding of any animal is allowed within Fletcher Valley.

No more than one kennel, for occupancy by no more than three dogs, may be allowed on any one Lot in Fletcher Valley.

14. No plants, seeds, or other materials which harbor or are a source of breeding infectious plant diseases, noxious insects, or creates unreasonable encroachment from any Lot, shall be introduced or maintained. **BAMBOO MAY NOT BE PLANTED UPON ANY LOT OR TRACT.**

15. No advertising sign, or billboard, including "For Rent" advertising signs, and no submerged, underground or visible oil or gas tank for fuel or other purpose, shall be erected or maintained on any Lot; except, however, a sign, not exceeding nine (9) square feet in area, may be erected during the construction of the house, displaying the name of the general contractor and/or architect, and "For Sale" signs not larger than 24 inches by 30 inches may be erected at any time.

16. No firearm shall be discharged within Fletcher Valley.

17. No hunting shall be allowed within Fletcher Valley.

18. No clearing or harvesting of trees may occur within the Property comprising Fletcher Valley without approval of the Architectural Control Committee.

19. No animal waste may be spread on any Lot, except for fertilization purposes.

20. No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Architectural Control Committee. Construction, which includes clearing of a lot, shall be promptly commenced and diligently prosecuted. Construction may not be suspended for more than 60 days. No building material of any kind or character shall ever be placed upon any Tract or vacant Lot by the Owner of any Lot, his contractor, employees or representatives.

21. No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street, road, adjacent Lot, or Common Use Area.

22. Any exterior lighting must be approved by the Architectural Control Committee and installed in a manner that shall either be indirect or of such controlled focus and intensity as not to disturb the residents of any nearby Lot.

23. No immoral, improper, offensive or unlawful use shall be made of Fletcher Valley or any part thereof, and all valid laws, zoning, by-laws and regulations of all governmental bodies having jurisdiction shall be observed.

24. No portion of a Lot and Dwelling may be rented and no transient or temporary occupant may be accommodated therein unless by consent of the Declarant. Any lease of the entire Lot and Dwelling must be for not less than twelve (12) months unless a shorter lease term has been approved by the Board of Directors of the Association. The Owner shall provide the Association with a copy of any lease agreement, with rental amounts redacted, within five (5) days of the execution of the lease.

25. None of the Lots shall at any time be subdivided into two or more Lots.

#### ARTICLE VI

##### NAMEPLATES AND HOSPITALITY LIGHT STANDARDS, TREE HOUSES, TELEVISION OR RADIO ANTENNAE, SATELLITE DISHES, PLAYHOUSES OR FLAG POLES

There shall be not more than one nameplate on each Lot. A nameplate shall not be more than 96 square inches in area, and contain the name of the occupant and/or address of the Dwelling. It may be located on the door of the Dwelling or the wall adjacent thereto, or upon the wall of a Dwelling Accessory or Structure, or may be free-standing. Hospitality light standards, of a design approved by the Architectural Control Committee, may be located within the Lot. Tree houses, children's playhouses and flag poles are not permitted unless otherwise approved in accordance with guidelines established by the Architectural Control Committee. No antenna or other high power electronic equipment shall be permitted without the prior written consent of the Architectural Control Committee. Satellite dishes pre-approved by the Architectural Control Committee may be permitted on a Lot at a location approved by the Architectural Control Committee.

#### ARTICLE VII

##### COMMON USE AREAS, PATHS AND TRACTS

1. COMMON USE AREAS AND PATHS. Subject to the provisions of Section 2 of this Article, every member of the Association and their guests for recreational purposes, shall have a right and easement of enjoyment in and to the Common Use Areas and paths. All Common Use Areas, Tracts, access easements, if any, street lights and poles, and gates and landscaped areas in Fletcher Valley shall be repaired, maintained and replaced by the Association to the extent such cannot or will not be repaired, maintained or replaced by the City of Little Rock. Developer disclaims any and all liability associated with any use of the Common Use Areas or Tracts.

2. EXTENT OF EASEMENTS. The rights and easements created herein shall be subject to the following:

(a) The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Tracts, Common Use Areas, a pool, a park and Pedestrian Paths;

(b) The right of the Association to borrow money for the purpose of improving all or any part of the Tracts, Common Use Areas, a pool, a park and Pedestrian Paths, and to mortgage all or any part of the Tracts and Common Use Areas;

(c) The right of the Association to take reasonably necessary steps to protect all or any part of the Tracts and Common Use Areas against foreclosure; and

(d) The right of the Association to suspend the use of the easements by any Member of the Association during the time any assessment levied under Article X remains unpaid and for any infraction of its published rules and regulations.

## ARTICLE VIII MAINTENANCE

1. DUTY OF MAINTENANCE. Owners and occupants (including lessees of any part of the Property) shall jointly and severally have the duty and responsibility, at their sole cost and expense to keep that part of the Property so owned or occupied, including Dwellings, Structures, Improvements and grounds in a well-maintained, safe, clean and attractive condition at all times. Maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse, and waste;
- (b) lawn mowing;
- (c) tree and shrub pruning;
- (d) watering;
- (e) keeping exterior lighting and mechanical facilities in working order;
- (f) keeping lawn and garden areas alive, free of weeds, and attractive;
- (g) keeping parking areas and driveways in good repair;
- (h) complying with all governmental health and police requirements;
- (i) repainting of improvements;
- (j) repair of exterior damages to improvements;

- (k) repair of all damage to fences; and
- (l) prompt disposal of all animal waste in a manner that complies with all local, state and federal regulations.

2. ENFORCEMENT. If, in the sole opinion of the Association any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may provide written notice of that failure, giving the Owner or occupant ten (10) days from receipt to perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within the ten-day period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform needed care and maintenance without any liability for any civil or criminal damages for wrongful entry, trespass, conversion or otherwise to any person. The Owners and occupants (including lessees) of any part of the Property on which work is performed shall jointly and severally be liable for the cost of the work and shall promptly reimburse the Association for all costs. If the Association has not been reimbursed within thirty (30) days after invoicing, the indebtedness shall be a debt of all of the Owners and occupants jointly and severally, and shall constitute a lien against the Lot and improvements upon which work was performed. This lien, as well as any fine hereinafter authorized and imposed by the Board of Directors, shall have the same attributes as the lien for assessments and special assessments set forth in Article XI, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure. The Board of Directors may impose reasonable monetary fines upon the Owner which shall constitute a lien on the Owners Lot and Dwelling.

## ARTICLE IX THE ASSOCIATION

Every person, persons or entity, except the Association, who owns any Lot, Site or Tract, including, without limitation, a builder or general contractor, shall be a Member of the Association, and shall abide by its Articles of Incorporation and Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall be governed by its Articles of Incorporation and Bylaws.

## ARTICLE X

### COVENANT FOR MAINTENANCE ASSESSMENTS

1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS AND SPECIAL ASSESSMENTS. Each Owner, other than Declarant, of any Lot by acceptance of a deed shall be deemed to covenant and agree, to pay to the Association annual assessments, including assessments for reserve funds, or charges and special assessments, together with interest and costs of collection, if any, which amounts shall be a charge on the land and shall be a continuing lien upon the Lot. Each assessment, together with interest, cost of collection and reasonable attorneys' fees, if any, shall also be the personal obligation of the Owner, other than Declarant, of the Lot at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessment or special assessment shall not pass to an Owner's successors in title unless expressly assumed by them.

The lien for assessments and special assessments shall be subject to and subordinate to the lien of any recorded first mortgage or deed of trust.

Assessments shall be fixed by the Association in accordance with the Articles of Incorporation and Bylaws of the Association. In the event two Lots are replatted as one Lot, the replatted Lot is assessed by the Association as if two separate Lots.

In lieu of assessments being imposed upon such Lots owned by the Declarant, the Declarant shall underwrite all reasonable costs for the operation of the Association not covered by assessments paid by owners of Lots other than Declarant until eighty percent (80%) of all Lots are owned by persons or entities other than Declarant. Once eighty percent (80%) of all Lots are owned by persons or entities other than the Declarant, the remaining Lots owned by the Declarant shall be subject to the same assessments as Lots by Owners other than the Declarant.

2. EXEMPT PROPERTY. Common Use Areas, Tracts and one-third acre unimproved Sites, as defined in Article I, all Common Use Areas and Tracts subsequently added to the Property and any areas which are designated for the common use of all Lot owners, and all portions of the Property owned or otherwise dedicated to any political subdivision shall be exempt from the assessments and liens of the Association.

ARTICLE XI  
GENERAL PROVISIONS

1. DURATION. The Covenants and Restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time the Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these Covenants and Restrictions signed by the then Owners of seventy-five percent (75%) of the Property has been recorded prior to the commencement of any successive ten-year period.

2. AMENDMENTS. The Declarant shall be entitled to three votes for each Lot, Tract and Site, whether built upon or not, in which Declarant holds title, for the purpose of amending these Covenants and Restrictions. All other Owners of a Lot shall be entitled to one vote for each Lot in which he holds an ownership interest. Lot Owner, other than the Declarant, as herein defined, may be one or more and all such persons or entities constituting one person or member shall vote as they, among themselves, determine but in no event shall more than one vote per Lot owned by others than the Declarant be voted.

These Covenants and Restrictions may be amended by an affirmative vote of seventy-five percent (75%) of eligible votes. Any amendment must be properly recorded and signed by not less than Owners holding seventy-five percent (75%) of the eligible votes.

3. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of mailing.

4. ENFORCEMENT. The Covenants and Restrictions herein set forth shall run with the land and shall bind the present Owner, its successors, heirs and assigns. All parties claiming by, through or under the present Owner shall be taken to covenant with the Owner of the Lots hereby restricted, and their respective heirs, successors and assigns, to conform to and observe these restrictions. No restriction herein shall be personally binding upon any corporation, person or persons, except with respect to breaches committed during its, his or their term of holding title to said Lot. Developer, its successors and assigns (for so long as Developer owns Lots within



Fletcher Valley but not thereafter), the Fletcher Valley Property Owners Association, Inc. and also the Owner or Owners of any of the Lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the Covenants and Restrictions above set forth, in addition to ordinary legal action for damages and failure by Owner or Owners of any Lot or Lots in this addition to observe any of the Covenants and Restrictions herein. Any delay in bringing such action shall in no event be deemed to be a waiver of the right to do so thereafter.

5. SEVERABILITY. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

6. ATTORNEY FEE. In any legal or equitable proceeding for the enforcement or to restrain the violation of this instrument or any provision thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorney fees in such amount as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

7. DISSOLUTION. The Association may be dissolved with consent given in writing and signed by not less than three-fourths of each class of Members as defined in the Bylaws of the Association. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be conveyed and granted and assigned pursuant to Section 528 of the Internal Revenue Code to any nonprofit corporation, association, trust, or other organization to be devoted to same or similar purposes.

POTLATCHDELTAIC REAL ESTATE,  
LLC

By:   
Title: Vice President

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF *Saline*

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named David Meghreblian, being the Vice President of POTLATCHDELTAIC REAL ESTATE, LLC and who had been designated by said POTLATCHDELTAIC REAL ESTATE, LLC to execute the above instrument, who stated he was duly authorized to execute the foregoing instrument for and in the name and behalf of said POTLATCHDELTAIC REAL ESTATE, LLC 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16<sup>th</sup> day of November, 2020.

*Suzanne Peerbolte*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

February 19, 2030



Reviewed only for inclusion of minimum standards required by the City of Little Rock subdivision regulations. Bill of Assurance provision established by the developer may exceed minimum regulations of the Little Rock subdivision and zoning ordinances.

11/19/20 *M. Johnson*  
\_\_\_\_\_  
City of Little Rock Planning Commission

EXHIBIT A

PART OF SECTION 3, T-1-N,R-14-W & SECTION 34, T-2-N,R-14-W, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE S03°03'46"W ALONG THE EAST LINE OF SECTION 3, A DISTANCE OF 124.50 FEET TO A POINT ON THE CENTERLINE OF KANIS ROAD, AS DESCRIBED ON PLAT OF CHENAL DOWNS (INSTRUMENT NO. 98-034755, RECORDS OF PULASKI COUNTY, ARKANSAS). THENCE ALONG SAID CENTERLINE, S74°33'15"W, 385.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE THE FOLLOWING COURSES: (1) S74°33'15"W, 134.83 FEET; (2) ALONG THE ARC OF A 918.63 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING OF N79°50'39"W AND CHORD DISTANCE OF 793.90 FEET; (3) N54°14'33"W, 771.07 FEET; THENCE LEAVING SAID CENTERLINE N35°45'08"E, 45.00 FEET; THENCE N21°49'31"E, 463.90 FEET; THENCE S64°27'19"E, 199.75 FEET; THENCE S37°23'57"E, 50.00 FEET; THENCE ALONG THE ARC LENGTH OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING OF S39°04'22"W AND CHORD DISTANCE OF 23.39 FEET; THENCE S25°32'41"W, 51.96 FEET; THENCE S54°14'52"E, 453.41 FEET; THENCE S59°13'19"E, 47.40 FEET; THENCE S66°43'13"E, 378.68 FEET; THENCE S77°34'02"E, 150.45 FEET; THENCE ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING OF S11°10'26"W AND CHORD DISTANCE OF 25.01 FEET; THENCE S73°05'16"E, 50.00 FEET; THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING OF S32°33'08"W AND CHORD DISTANCE OF 94.36 FEET; THENCE S41°48'28"E, 110.00 FEET; THENCE S14°23'22"E, 60.44 FEET; THENCE ALONG THE ARC OF A 773.63 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING OF N75°01'37"E AND CHORD DISTANCE OF 12.76 FEET; THENCE N74°33'15"E, 180.39 FEET TO A POINT ON THE WESTERN LINE OF PROPERTY BEING THE EASTERN 370.23' OF THE NE1/4 NE1/4, SAID SECTION 3, LYING NORTH OF KANIS ROAD; THENCE S01°59'51"W ALONG SAID WESTERN LINE, A DISTANCE OF 151.99 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 15.6347 ACRES, MORE OR LESS.

LESS AND EXCEPT RIGHT OF WAY OF KANIS ROAD