

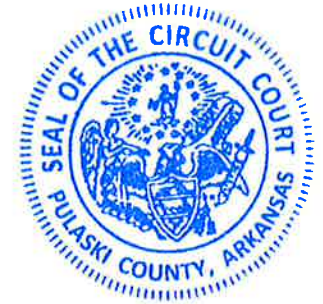


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PRESENTED: 06-10-2022 12:08:38 PM RECORDED: 06-10-2022 12:15:10 PM

In Official Records of Terri Hollingsworth Circuit/County Clerk

PULASKI CO, AR FEE \$40.00



This instrument prepared by:

James C. Clark, Jr.
Friday, Eldredge & Clark
400 West Capitol, Suite 2000
Little Rock, AR 72201

SECOND SUPPLEMENT TO BILL OF ASSURANCE

This Second Supplement to Bill of Assurance executed this 3rd day of June, 2022, is made by PotlatchDeltic Real Estate, LLC (“PotlatchDeltic,” also “Developer” or “Declarant”) as hereinafter set forth:

WHEREAS, Developer caused to be filed in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, that certain Bill of Assurance to Fletcher Valley, an addition to the City of Little Rock, Arkansas, on November 19, 2020, Instrument No. 2020077706 creating the Fletcher Ridge Neighborhood and amended by the First Supplement to Bill of Assurance of August 18, 2021 recorded as Instrument No. 2021058115 (the “Bill of Assurance”);

WHEREAS, Paragraph 1 of the Bill of Assurance specifically provides that the Developer has the right to bring within the plan and the Bill of Assurance additional properties provided such properties are in accord with the general plan of development and may contain such complementary additions and modifications of the provisions of the Bill of Assurance necessary to reflect the different character, if any, of the added properties; and

WHEREAS, Developer files this Second Supplement to Bill of Assurance for the purpose of adding additional property to the Fletcher Ridge Neighborhood, which property is owned by the Developer and is described as follows:

PART OF THE SE1/4 SECTION 34, T-2-N, R-14-W, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT H, BLOCK 3, FLETCHER VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS, RECORDED AS INSTRUMENT NO. 2021058116, RECORDS OF PULASKI COUNTY ARKANSAS, THENCE ALONG THE NORTH LINE OF SAID TRACT H, THE FOLLOWING COURSES: (1) N77°06'32"W, 105.32 FEET; (2) N66°43'13"W, 288.98 FEET; (3) N61°45'14"W, 47.40 FEET; (4) N54°14'52"W, 133.38 FEET; THENCE LEAVING SAID NORTH LINE OF TRACT H, N35°45'08"E, 160.00 FEET TO THE NORTHERN RIGHT-OF-WAY LINE OF FLETCHER RIDGE DRIVE; THENCE ALONG SAID RIGHT-OF-WAY, S54°14'52"E, 1.69 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, N35°45'08"E, 52.26 FEET; THENCE N05°23'44"W, 502.48 FEET; THENCE N02°14'42"E, 138.72 FEET; THENCE S87°44'42"E, 720.14 FEET; THENCE S01°48'02"W, 1039.62 FEET; THENCE N84°34'08"W, 253.05 FEET TO THE WESTERN RIGHT-OF-WAY LINE OF FLETCHER RIDGE DRIVE; THENCE

CONTINUING ALONG SAID RIGHT-OF-WAY, S05°25'52"W, 4.75 FEET TO THE POINT OF BEGINNING, CONTAINING 15.9327 ACRES, MORE OR LESS.

shown on the Plat hereinafter mentioned, as Lots 56-89, Block 1, Lots 40-49, Block 3, Lots 1-23, Block 4, Tract J, Block 1 and Tract K, Block 4, Fletcher Valley, an Addition to the City of Little Rock, Arkansas (which property together with the property described in the Bill of Assurance is hereinafter referred to as the "Fletcher Ridge Neighborhood"); and Developer has caused to be incorporated Fletcher Ridge Property Owners Association, Inc., for the purpose of administering the maintenance of the common area tracts, roadways, and amenities in the Fletcher Ridge Neighborhood and Fletcher Valley Property Owners Association, Inc. for the purpose of administering the maintenance of the common area tracts and amenities of Fletcher Valley;

WHEREAS, all owners of lots within the Fletcher Ridge Neighborhood are members of Fletcher Ridge Property Owners Association, Inc. as provided for in the Bill of Assurance, and members of Fletcher Valley Property Owners Association, Inc. as provided for in the Covenants and Restrictions filed November 19, 2020, in the Office of the Circuit Clerk of Pulaski County, Arkansas, as Instrument No. 2020077705, (the "Covenants and Restrictions"); and

WHEREAS, it is deemed advisable that all of the property shown on the plat hereinafter mentioned be subdivided into building lots, tracts and streets as shown on the Plat filed herein, and that said property be held, owned and conveyed subject to the protective covenants contained in the Covenants and Restrictions and Bill of Assurance, as amended, in order to enhance the value of the Fletcher Ridge Neighborhood.

NOW, THEREFORE, Developer for and in consideration of the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value has caused to be made a plat showing a survey made by Marion Scott Foster, Registered Land Surveyor, dated 6/9/22, and bearing a Certificate of Approval executed by the Department of Comprehensive Planning of the City of Little Rock, and showing the boundaries and dimensions of the property now being subdivided into lots, tracts and streets (the "Plat").

PotlatchDeltic hereby donates and dedicates to the public an easement of right-of-way on, over and under the streets and right-of-way reflected on said Plat to be used as public streets. There are certain easements for drainage and/or utilities as reflected more particularly on the Plat which PotlatchDeltic hereby donates and dedicates to and for the use of public utilities in accordance with further terms and conditions of this Second Supplement to Bill of Assurance, the same being, without limiting the generality of the foregoing, electric power, gas, water, sanitary sewer and telecommunications with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utilities to use and occupy such easements, and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

ALL DRAINAGE EASEMENTS ARE TO REMAIN UNOBSTRUCTED.

The use of the area designated on the Plat as Tract K, Block 4, Fletcher Valley, an addition to the City of Little Rock, Arkansas, is hereby donated and dedicated by PotlatchDeltic to the owners, as they may exist from time to time, of lots within the Fletcher Ridge Neighborhood with the right, subject to further terms and conditions of the Plat and the Bill of Assurance, as amended, to use this area for sanitary sewer mains, sanitary sewer services, drainage, storm drains, storm drainage overflow, storm drainage ditches, landscaping and United State Postal kiosks. The Fletcher Ridge Property Owners Association, Inc. shall maintain such above ground area and improvements at its sole cost. The City of Little Rock shall maintain, repair, and replace all underground improvements, provided however, notwithstanding the above, any sanitary sewer service line in the tract shall be maintained by the Owner of the lot served by the sewer service line and sanitary sewer mains shall be maintained by the Little Rock Water Reclamation Authority. No improvements by any party shall be placed on the area designated as Tract K, Block 4, Fletcher Valley, an addition to the City of Little Rock, Arkansas, unless first approved by PotlatchDeltic, the appropriate agencies of the City of Little Rock, if necessary, Fletcher Ridge Property Owners Association, Inc. and the Architectural Control Committee established pursuant to the Covenants and Restrictions of Fletcher Valley.

The use of the area designated on the Plat as Tract J, Block 1, Fletcher Valley, an addition to the City of Little Rock, Arkansas is hereby donated and dedicated by PotlatchDeltic to the owners, as they may exist from time to time, of lots within the Fletcher Ridge Neighborhood with the right, subject to the further terms and conditions of the Plat and the Bill of Assurance, as amended, to use this area for undisturbed permanent green space with vegetative cover and no additional easements for utilities or any other purposes may be granted without the prior written approval of the owner or owners of record of the real property lying immediately adjacent to and east of eastern boundary of Tract J, Block 1, (the "Adjacent Owner"). The Fletcher Ridge Property Owners Association, Inc., shall maintain Tract J as undisturbed permanent green space with vegetative cover at its sole cost. No improvements by any party shall be placed on the area designated as Tract J, Block 1, Fletcher Valley, an addition to the City of Little Rock, unless first approved by PotlatchDeltic, the appropriate agencies of the City of Little Rock, if necessary, Fletcher Ridge Property Owners Association, Inc., the Architectural Control Committee established pursuant to the Covenants and Restrictions of Fletcher Valley and the Adjacent Owner.

PRIOR TO THE COMMENCEMENT OF ANY INSTALLATION OF UTILITIES WITHIN THE UTILITY EASEMENTS REFLECTED ON THE PLAT, THE PUBLIC UTILITIES MUST SUBMIT WRITTEN PLANS AND SPECIFICATIONS OF THE PROPOSED IMPROVEMENTS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR REVIEW AND APPROVAL.

ALL UTILITIES TO BE INSTALLED BY PUBLIC UTILITIES AFTER PLATTING OF THE PUBLIC STREETS MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO COMMENCEMENT OF CONSTRUCTION AND IF SUBSEQUENTLY INSTALLED IN THE PUBLIC STREETS OR IN ANY EASEMENT ADJACENT TO THE PUBLIC STREETS, SUCH INSTALLATION MUST BE AT A DEPTH OF AT LEAST 30" BELOW THE ELEVATION OF THE ADJACENT STREET.

DEVELOPER, ITS SUCCESSORS OR ASSIGNS, HAS NO DUTY TO MAINTAIN, REPAIR OR REPLACE ANY IMPROVEMENTS LOCATED WITHIN THE TRACT OR WITHIN OTHER EASEMENT AREAS REFLECTED ON THE PLAT. ALL COSTS ASSOCIATED WITH ANY SUCH MAINTENANCE, REPAIR OR REPLACEMENT OF SUCH IMPROVEMENTS, AND ALL LANDSCAPING TREATMENTS, IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE ASSOCIATION, AS MORE PARTICULARLY REFLECTED HEREIN, TO THE EXTENT SUCH COSTS ARE NOT A RESPONSIBILITY OF THE CITY OF LITTLE ROCK, ARKANSAS, OR THE UTILITY PROVIDER.

The filing of this Second Supplement to Bill of Assurance and Plat for record in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County shall be a valid and complete delivery and dedication of the easements subject to the limitations herein set out.

The lands embraced in the Plat shall be forever known as Lots 56-89, Block 1, Lots 40-49, Block 3, Lots 1-23, Block 4, Tract J, Block 1 and Tract K, Block 4, Fletcher Valley, an Addition to the City of Little Rock, Arkansas (which property together with the property described in the Bill of Assurance is hereinafter referred to as the "Fletcher Ridge Neighborhood"), and any and every deed of conveyance of any lot in the Fletcher Ridge Neighborhood, describing the same by the number shown on said plat shall always be deemed a sufficient description thereof.

1. Use of Land. The land herein platted shall be held, owned and used only as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than a single detached single-family residence.

2. Architectural Control. No improvements shall be constructed or maintained upon any lot or Tract and no alteration or repainting to the exterior of any improvement, including, but not limited to, walls, retaining walls and swimming pools, shall be made and no landscaping performed unless approved by the Architectural Control Committee as provided for in the Covenants and Restrictions and the Bill of Assurance.

3. Common Amenities. The areas designated on the Plat as Tract J, Block 1 and Tract K, Block 4, and all improvements thereon, and landscaped areas shall be maintained by the Fletcher Ridge Property Owners Association, Inc., to the extent they are not the responsibility of the City of Little Rock, except for public utility improvements, which are maintained by such public utilities.

4. Setback Requirements. No residence shall be located on any lot nearer to the front lot line or the side street line than twenty (20) feet, provided, such setback requirements may be modified if such modification is approved by the Architectural Control Committee, the Little Rock Planning Commission or the Little Rock Board of Adjustment, and such other regulatory agency as may succeed to their functions. No building shall be located nearer to an interior lot side line than five (5) feet. No principal dwelling shall be located on any lot nearer than twenty (20) feet to the rear lot line. For the purposes of this covenant, eaves, steps and porches not under roof shall

not be considered as a part of the building. Where two or more lots are acquired as a single building site, the side building lines shall refer only to those bordering the adjoining property owner.

5. Minimum and Maximum Square Feet Area. No residence shall be constructed or permitted to remain on any building site in the Fletcher Ridge Neighborhood unless the finished heated living area, exclusive of porches, patios, garages, breezeways, exterior stairways, porte cocheres, storage areas and outbuildings, shall be in compliance with that shown in the following schedule:

<u>Lot Number</u>	<u>One Story Minimum and Maximum Sq. Ft.</u>	<u>Multi-Story Minimum and Maximum Sq. Ft.</u>
All Lots	Not less than 1,500 sq. ft. or more than 2,200 sq. ft.	Not less than 1,800 sq. ft. or more than 2,500 sq. ft.

Finished heated living area shall be measured in a horizontal plane to the face of the outside wall on each level.

6. Easements for Public Utilities and Drainage. Easements for the installation, maintenance, repair and replacement of utility services, sanitary sewer mains, sanitary sewer services, drainage, storm drains, storm drainage overflow and storm drainage ditches, have heretofore been donated and dedicated, said easements being of various widths, reference being hereby made to the Plat filed herewith for a more specific description of type, width and location thereof. Except as otherwise provided herein, no trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be grown, built or maintained within the area of such utility, drainage or storm drainage overflow easement, provided however, fences are permitted in electric and sewer easements. In the event any trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be grown, built or maintained within the area of such easement, no person, firm or corporation engaged in supplying public utility services shall be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

The Owner of a lot is solely responsible for the existing drainage course across his lot. The Fletcher Ridge Property Owners Association, Inc. is only responsible for maintenance and replacement of drainage equipment and facilities existing within the easements granted herein and described on the Plat that are not the responsibility of the City of Little Rock, and has no responsibility for the maintenance and repair of any drainage course or equipment located upon those areas of the lot outside the easement.

UNDER NO CIRCUMSTANCES MAY THE OWNER OF ANY LOT MODIFY, ALTER, REDIRECT OR OTHERWISE ALTER EXISTING DRAINAGE PATTERNS WHICH RESULTS IN THE DIVERSION OF EXCESS RUNOFF AND ANY RELATED SEDIMENTATION ONTO OR TOWARD TRACT J, BLOCK 1, AND ANY DRAINAGE STRUCTURES AND IMPROVEMENTS CONSTRUCTED ON ANY LOT SHALL DIVERT

SUCH EXCESS RUNOFF AND ANY RELATED SEDIMENTATION AWAY FROM TRACT J, BLOCK 1.

7. Incorporation of Terms of Bill of Assurance. Said lands herein platted and any interest therein are hereby added to and made a part of the Fletcher Ridge Neighborhood and shall, on and after the date hereof, be subject to all of those certain terms, covenants and restrictions contained in the Covenants and Restrictions described herein and the Bill of Assurance filed November 19, 2020, as Instrument No. 2020077706, and all supplements and amendments thereto, all of which are incorporated herein by reference and made a part hereof.

EXECUTED this 3rd day of June, 2022.

POTLATCHDELTIC REAL ESTATE, LLC

BY: David Meghreblian
David Meghreblian, Vice President

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

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, to me well known, who stated that he was the Vice President of POTLATCHDELTIC REAL ESTATE, LLC and was designated and duly authorized in that capacity by said POTLATCHDELTIC REAL ESTATE, LLC to execute the above instrument for and in the name and behalf of said POTLATCHDELTIC REAL ESTATE, LLC, and further 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 3rd day of June, 2022.

My Commission Expires:

6-1-2028



Sturlene Henson
Notary Public