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In Official Records of Terri Hollingsworth Circuit/County Clerk
PULASKI CO, AR FEE \$45.00



This instrument prepared by:

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

plat # 2023 037889

THIRD SUPPLEMENT TO BILL OF ASSURANCE

This Third Supplement to Bill of Assurance executed this 20 day of July, 2023, 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 and Second Supplement to Bill of Assurance of June 10, 2022 recorded as Instrument No. 2022040616 (collectively, 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 Third 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 NORTHWEST CORNER OF TRACT G, BLOCK 1, FLETCHER VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS, RECORDED AS INSTRUMENT NO. 2021058116, RECORDS OF PULASKI COUNTY ARKANSAS, THENCE N08°11'20"E, 191.58 FEET; THENCE N05°23'44"W, 207.89 FEET; THENCE N12°41'43"E, 42.51 FEET; THENCE S77°18'17"E, 57.00 FEET; THENCE N12°41'43"E, 44.73 FEET; THENCE N36°44'41"E, 44.73 FEET; THENCE N50°46'28"E, 101.82 FEET; THENCE N64°48'16"E, 86.38 FEET; THENCE S78°38'21"E, 60.76 FEET; THENCE S89°28'57"E, 259.39 FEET; THENCE S87°44'42"E, 47.54 FEET TO A POINT BEING THE NORTHWEST CORNER OF TRACT J, BLOCK 1, FLETCHER VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS, RECORDED AS INSTRUMENT NO. 2022040617, RECORDS OF

PULASKI COUNTY ARKANSAS; THENCE SOUTHERLY ALONG WESTERN BOUNDARY OF SAID TRACT J THE FOLLOWING COURSES: 1) S02°14'42"W, 138.72 FEET; 2) S05°23'44"E, 502.48 FEET; 3) S35°45'08"W, 52.26 FEET TO A POINT OF THE NORTHERN RIGHT-OF-WAY OF FLETCHER RIDGE DRIVE; THENCE CONTINUING WESTERLY ALONG SAID RIGHT-OF-WAY N54°14'52"W, 1.69 FEET; THENCE LEAVING SAID RIGHT-OF-WAY S35°45'08"W, 160.00 FEET TO A POINT OF NORTHERN BOUNDARY 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 CONTINUING WESTERLY ALONG SAID NORTHERN BOUNDARY OF TRACT H, N54°14'52"W, 84.79 FEET; THENCE N37°09'06"W, 79.68 FEET; THENCE N22°25'12"W, 73.68 FEET; THENCE LEAVING SAID NORTHERN BOUNDARY OF TRACT H, N83°03'19"W, 27.33 FEET TO A POINT BEING THE NORTHEAST CORNER OF LOT 18, BLOCK 3, FLETCHER VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS, RECORDED AS INSTRUMENT NO. 2021058116, RECORDS OF PULASKI COUNTY ARKANSAS; THENCE CONTINUING WESTERLY ALONG NORTH LINE OF SAID LOT 18, BLOCK 3, S84°36'16"W, 160.00 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY OF FLETCHER VALLEY DRIVE; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF S00°54'30"E, 19.56 FEET TO A POINT BEING THE NORTHEAST CORNER OF LOT 28, BLOCK 1, FLETCHER VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS, RECORDED AS INSTRUMENT NO. 2021058116, RECORDS OF PULASKI COUNTY ARKANSAS, THENCE CONTINUING WESTERLY ALONG NORTH LINE OF SAID LOT 28, BLOCK 1, N78°15'01"W, 141.35 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID TRACT G, BLOCK 1; THENCE N62°29'17"W, 89.81 FEET TO THE POINT OF BEGINNING, CONTAINING 9.4366 ACRES, MORE OR LESS.

shown on the Plat hereinafter mentioned, as Lots 29-54, Block 1, Lots 19-39, Block 3, Tracts L, M & N, Block 1 and Tract O, Block 3, 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 Zane Robbins, Registered Land Surveyor, dated 7/15/23, 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 Third 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 areas designated on the Plat as Tracts L & M, Block 1, Fletcher Valley, an addition to the City of Little Rock, Arkansas, are 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 drainage, storm drainage, storm water detention, water mains, gas, sanitary sewer mains, electric, landscaping and pedestrian paths. 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, 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 Tracts L&M, Block 1, 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.

TRACT M, BLOCK 1 MAY BE USED FOR A PRIVATE OR PUBLICLY DEDICATED SECONDARY ACCESS ROAD. DEVELOPER, AT ITS SOLE AND EXCLUSIVE DISCRETION, MAY, NOW OR IN THE FUTURE, CONSTRUCT, AT ITS SOLE EXPENSE, A PRIVATE SECONDARY ACCESS ROAD OR A DEDICATED PUBLIC STREET OVER

AND THROUGH TRACT M, BLOCK 1, AS REFLECTED ON THE PLAT. ANY PRIVATE SECONDARY ACCESS ROAD ON TRACT M, BLOCK 1 SHALL BE MAINTAINED BY THE FLETCHER RIDGE PROPERTY OWNERS' ASSOCIATION, INC., AT ITS SOLE COST OR THE CITY OF LITTLE ROCK AT ITS SOLE COST IF DEDICATED TO THE CITY OF LITTLE ROCK.

The use of the area designated on the Plat as Tract N, 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 drainage and landscaping. The Fletcher Ridge Property Owners' Association shall maintain such above ground area and improvements at its sole cost. No improvements by any party shall be placed on the area designated as Tract N, 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.

The use of the area designated on the Plat as Tract O, Block 3, 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 drainage, storm drainage, sanitary sewer mains, sanitary sewer services, landscaping and United States 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 O, Block 3, 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.

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 Third 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 29-54, Block 1, Lots 19-39, Block 3, Tracts L, M & N, Block 1 and Tract O, Block 3, 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 Tracts L, M & N, Block 1 and Tract O, Block 3, 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 incinerators, structures, buildings, fences or similar improvements shall be 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 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.

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 20 day of July, 2023.

POTLATCHDELTAIC 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 POTLATCHDELTAIC REAL ESTATE, LLC and was designated and duly authorized in that capacity by said POTLATCHDELTAIC REAL ESTATE, LLC to execute the above instrument for and in the name and behalf of said POTLATCHDELTAIC 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 20 day of July, 2023.

My Commission Expires:

6-6-2028



Starlene Henson
Notary Public