

SIXTH SUPPLEMENT TO COVENANTS AND RESTRICTIONS

This Sixth Supplement to Covenants and Restrictions executed this 25th day of August, 2019, is made by POTLATCHDELTAIC 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 Declaration of Covenants and Restrictions of Wildwood Place, an addition to the City of Little Rock, Arkansas, on July 29, 2014, Instrument No. 2014043312 (the “Original Covenants and Restrictions”), creating the Wildwood Place Neighborhood, First Supplement to Covenants and Restrictions on April 14, 2015 as Instrument No. 2015021370, Second Supplement to Covenants and Restrictions on December 9, 2016 as Instrument No. 2016078093, Third Supplement to Covenants and Restrictions on May 25, 2017 as Instrument No. 2017033389, Fourth Supplement to Covenants and Restrictions on November 8, 2017 as Instrument No. 2017071805, and Fifth Supplement to Covenants and Restrictions on October 16, 2018 as Instrument No. 2018064484;

WHEREAS, Article II, paragraph 2 of the Original Covenants and Restrictions specifically provides that the Developer has the right to bring within the plan and the Original Covenants and Restrictions, as amended, additional properties provided such properties are in accord with the general plan of development and may contain such complimentary additions and modifications of the provisions of the Original Covenants and Restrictions necessary to reflect the different character, if any, of the added properties; and

WHEREAS, Developer files this Sixth Supplement to Covenants and Restrictions for the purpose of adding additional property to the Wildwood Place Neighborhood, which property is owned by the Developer and is described as follows:

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

Plat# 2019053344
SB 8/26/19

PART OF THE EAST 1/2 OF SECTION 34, T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE COMMON LINE OF THE EASTERN RIGHT OF WAY LINE OF WILDCREEK CIRCLE AND THE SOUTHERN PROPERTY LINE OF LOT 13, BLOCK 8 OF WILDWOOD PLACE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE S85°51'37"E A DISTANCE OF 158.46'; THENCE S01°14'17"E A DISTANCE OF 618.25'; THENCE N87°40'20"W A DISTANCE OF 541.76'; THENCE N81°37'04"W A DISTANCE OF 62.21'; THENCE N12°00'26"W A DISTANCE OF 224.26'; THENCE N02°10'38"E A DISTANCE OF 318.05'; THENCE N49°37'06"E A DISTANCE OF 50.27'; THENCE N55°36'38"E A DISTANCE OF 155.00' TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF WILDCREEK CIRCLE; THENCE N34°23'22"W A DISTANCE OF 8.80' ALONG SAID RIGHT OF WAY TO THE SOUTHERN MOST CORNER OF LOT 19, BLOCK 7 OF WILDWOOD PLACE; THENCE ALONG THE EASTERN MOST LINE OF SAID LOT 19, N55°36'38"E A DISTANCE OF 110.00' TO THE EASTERN MOST CORNER OF SAID LOT 19; THENCE S34°23'22"E A DISTANCE OF 71.39'; THENCE S29°36'03"E A DISTANCE OF 41.86'; THENCE S04°08'23"W A DISTANCE OF 58.93'; THENCE S85°51'37"E A DISTANCE OF 155.00' TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF WILDCREEK CIRCLE; THENCE ALONG SAID RIGHT OF WAY N04°08'23"E A DISTANCE OF 37.17' BACK TO THE POINT OF BEGINNING; CONTAINING 9.0843 ACRES, MORE OR LESS

shown on the Plat hereinafter mentioned, as Lots 14-37, Block 8, Lots 3-18, Block 7, Tract R, Block 7, and Tracts S, T and U, Block 8, Wildwood Place, an Addition to the City of Little Rock, Arkansas (which property together with the property described in the Original Covenants and Restrictions and First, Second, Third, Fourth and Fifth Supplements thereto is hereinafter referred to as the "Wildwood Place Neighborhood"); and Developer has caused to be incorporated Wildwood Place Property Owners Association, Inc. ("POA"), for the purpose of administering the maintenance of the common area tracts and amenities in the Wildwood Place Neighborhood;

WHEREAS, all owners of lots within the Wildwood Place Neighborhood are members of the POA as provided for in the Original Covenants and Restrictions, as amended; 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 Original Covenants and Restrictions, the First, Second, Third, Fourth and Fifth Supplements to Covenants and Restrictions, and this Sixth Supplement to Covenants and Restrictions, in order to enhance the value of the Wildwood Place 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 Daniel W. Havner, Registered Land Surveyor, dated 8/23/19, 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 way on, over and under the streets and right of way on said Plat to be used as public streets. In addition to the said streets, there are shown on said Plat certain easements for sanitary sewer, drainage, storm drainage overflow and/or utilities which PotlatchDeltic hereby donates and dedicates, subject to other provisions of this Sixth Supplement to Covenants and Restrictions, to and for the use of utilities ("utilities"), the same being, without limiting the generality of the foregoing, electric power, gas, telephone, water, sewer and cable television 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. As reflected on the Plat, all lots have at least a 10 foot wide utility easement adjacent to the street right-of-way. Drainage easements may be used for storm drainage and storm drainage overflow.

THE CITY OF LITTLE ROCK, ARKANSAS SHALL MAINTAIN, REPAIR AND REPLACE ALL UNDERGROUND IMPROVEMENTS LOCATED WITHIN THE DRAINAGE EASEMENTS REFLECTED ON THE PLAT WITH THE EXCEPTION OF ALL UNDERGROUND IMPROVEMENTS WITHIN THE 10 FT. DRAINAGE PIPE EASEMENT TO BE MAINTAINED BY THE POA AS REFLECTED ON THE PLAT.

No trees, shrubbery, structures, fences or similar improvements shall be grown, built or maintained within the area of such utility and/or drainage easements. In the event any trees, shrubbery, structures, 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.

All tracts designated on the Plat are hereby donated and dedicated by PotlatchDeltic to the owners, as they may exist from time to time, within the Wildwood Place Neighborhood with the right, subject to further terms and conditions of the Plat and this Sixth Supplement to Covenants and Restrictions, to use these areas for landscaping. No improvements by any party shall be placed on any tract unless first approved by PotlatchDeltic, the appropriate agencies of

the City of Little Rock, Arkansas, the POA, and the Architectural Control Committee of Wildwood Place.

The use of the area designated on the Plat as Tract U, Block 8, Wildwood Place, an addition to the City of Little Rock, Arkansas (herein “tract” or “Tract”) is hereby donated and dedicated by PotlatchDeltic to the owners, as they may exist from time to time, of lots within the Wildwood Place Neighborhood with the right, subject to further terms and conditions of the Plat and this Sixth Supplement to Covenants and Restrictions, to use this area for drainage, storm drainage overflow, drainage swales and landscaping. The POA shall maintain the above ground areas and improvements of such tract, including landscaping, drainage swales and overflow, at its sole cost. The City of Little Rock, Arkansas shall maintain, replace and repair all underground improvements located within such tract. No improvements by any party shall be placed on the area designated as Tract U, Block 8, Wildwood Place, an addition to the City of Little Rock, Arkansas, unless first approved by PotlatchDeltic, the appropriate agencies of the City of Little Rock, Arkansas, the POA, and the Architectural Control Committee of Wildwood Place.

The use of the area designated on the Plat as Tract T, Block 8, Wildwood Place, 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 Wildwood Place Neighborhood with the right, subject to further terms and conditions of the Plat and this Sixth Supplement to Covenants and Restrictions, to use the area for landscaping, pedestrian path for use by residents and the public, sewer and water easement and for use by emergency and public services, to include utilities, for ingress and egress to Wildwood Place Neighborhood. The POA shall maintain the above ground area and improvements of such tract, including landscaping, at its sole cost. No improvements by any party shall be placed on the area designated as Tract T, Block 8, Wildwood Place, an addition to the City of Little Rock, Arkansas, unless first approved by PotlatchDeltic, the appropriate agencies of the City of Little Rock, Arkansas, the POA and the Architectural Control Committee of Wildwood Place.

Additionally, PotlatchDeltic grants to the public utilities, after receiving written consent from PotlatchDeltic and Wildwood Place Property Owners Association, Inc., the right to use portions of Tract T specifically identified and designated by PotlatchDeltic or Wildwood Place Property Owners Association, Inc. for sewer and water easements provided such improvements are maintained by said public utilities.

PRIOR TO THE COMMENCEMENT OF ANY INSTALLATION OF UTILITIES WITHIN THE UTILITY EASEMENTS OR TRACT T, BLOCK 8, REFLECTED ON THE PLAT, THE UTILITIES PROVIDER MUST SUBMIT WRITTEN PLANS AND SPECIFICATIONS OF THE PROPOSED IMPROVEMENTS TO THE ARCHITECTURAL CONTROL COMMITTEE OF WILDWOOD PLACE AND DEVELOPER FOR REVIEW AND APPROVAL.

ALL UTILITIES TO BE INSTALLED BY UTILITIES PROVIDERS AFTER PLATTING OF THE RIGHTS-OF-WAY MUST BE APPROVED PRIOR TO COMMENCEMENT OF CONSTRUCTION BY THE PUBLIC WORKS DEPARTMENT OF THE CITY OF LITTLE ROCK AND IF SUBSEQUENTLY INSTALLED IN THE RIGHTS-OF-WAY OR IN ANY EASEMENT ADJACENT TO THE RIGHTS-OF-WAY SUCH INSTALLATION MUST BE AT A DEPTH OF AT LEAST 30" BELOW THE ELEVATION OF THE ADJACENT STREET.

The filing of this Sixth Supplement to Covenants and Restrictions 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 streets and easements subject to the limitations herein set out.

The lands embraced in the Plat shall be forever known as Lots 14-37, Block 8, Lots 3-18, Block 7, Tract R, Block 7, and Tracts S, T and U, Block 8, Wildwood Place, an Addition to the City of Little Rock, Arkansas, and any and every deed of conveyance of any lot in the Wildwood Place Neighborhood, describing the same by the number shown on said plat shall always be deemed a sufficient description thereof.

1. Assignment of Rights. Declarant reserves the right to: (a) execute and record documentation confirming and defining the rights of any third person maintaining facilities in easement areas, and (b) to assign its rights hereunder, all of which acts shall be binding upon each Lot in Wildwood Place.

2. Covenants and Restrictions. Said lands herein platted and any interest therein are hereby added to and made a part of the Wildwood Place Neighborhood and shall, on and after the date hereof, be subject to the Original Covenants and Restrictions and all supplements thereto.

EXECUTED this 23rd day of August, 2019.

POTLATCHDELTA REAL ESTATE, LLC

BY: 
David Meghreblian, Vice President

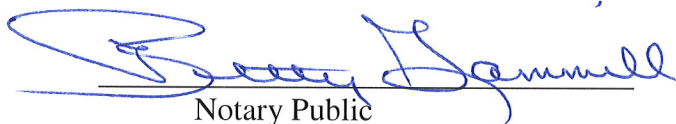
ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

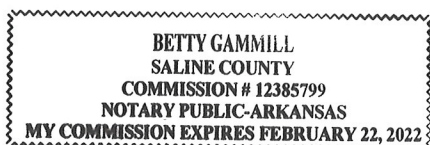
On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named David Meghreblian, to me well known, who stated that he was the Vice President of POTLATCHDELTA REAL ESTATE, LLC, and was designated and duly authorized in such capacity by said POTLATCHDELTA REAL ESTATE, LLC to execute the above instrument for and in the name and behalf of said POTLATCHDELTA 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 23 day of August, 2019.

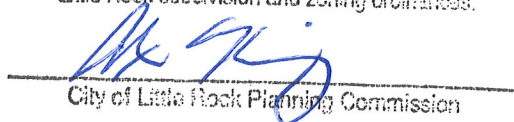

Notary Public

My Commission Expires:

Feb 22, 2022



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


City of Little Rock Planning Commission