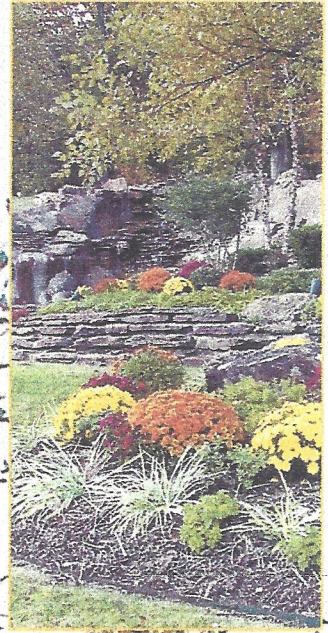


**PROTECTIVE COVENANTS
AND
BILL OF ASSURANCE**



**Park
Ridge**
AT LEE CREEK

Discriminating homes nestled
amid gently rolling hills and lush trees.
Park Ridge at Lee Creek is where
your dreams of home come true.



Park Ridge at Lee Creek
Van Buren, Arkansas

Doc Num 2018012308

\$130.00

12/21/2018 10:04:25 AM

Filed & Recorded in the Official Records of
SHARON BLOUNT BAKER, CIRCUIT CLERK

By: CM

CLERK'S STAMP

The following attached:

TYPE OF DOCUMENT: Protective Covenants & Bill of Assurance

GRANTOR: Park Ridge at Lee Creek

GRANTEE: _____

Document(s) are being filed into the Crawford County Circuit Clerk's Office this date.

Sharon L. Blount-Baker
CRAWFORD COUNTY CIRCUIT CLERK
317 MAIN STREET
VAN BUREN, ARKANSAS 72956-5799
(479) 474-1821 Office • (479) 471-3221 Child Support

#130 - Susan Moore

PARK RIDGE AT LEE CREEK
HOME OWNERS ASSOCIATION

BOARD OF DIRECTORS
ELECTION & SUCCESSION
AND
COVENANTS

Section 1. Composition

The affairs of the organization shall be managed and controlled by a Board of Directors which shall consist of eight (8) persons.

Section 2. Election and Term of Office

Members of the Board of Directors shall serve staggered terms of two (2) years each, one-half of the existing membership of the board elected to the board at the annual meeting of the Park Ridge at Lee Creek Home Owners Association and shall take office at the close of the meeting at which they are elected. The directors shall be elected by the members of the organization from its membership. A nominating committee shall nominate at least one (1) eligible person for each office to be filled and report its nomination to the membership at the annual meeting of the Park Ridge at Lee Creek Home Owners Association, at which time additional nominations may be made from the floor. Suggestion from the membership to the committee shall be presented in writing to a member of that committee. Only those persons who have signified their consent to serve if elected shall be nominated for or elected to such office.

Section 3. General

The officers of the Association shall be a President, Vice-President, a Secretary and a Treasurer.

Section 4. Election and Term of Office

The officers shall be elected by the Board of Directors from its membership at the first meeting of the Board of Directors which shall be held within (1) month following the annual meeting of members. The officers shall take office at the close of the meeting at which they are elected and shall serve for a term of one (1) year or until their successors have been elected and have taken office.

Section 5. President

The President shall be the chief executive officer of this association and shall have the general supervision of all its affairs. He/She shall preside at the meetings of the Board of Directors. He/She shall be an ex-officio member of all committees and shall appoint the chairman and members of all committees subject to the approval of the Board of Directors. The President shall perform such other duties as may be assigned to him/her by action of the Board of Directors.

Section 6. Vice President

The Vice-President shall perform the duties of the President in the absence or inability of the President to do so. He/She shall perform such other duties as the Board of Directors may from time to time determine.

Section 7. Secretary

The secretary shall be responsible for keeping the minutes and records of the meetings of the association and the Board of Directors. He/She shall see that all notices are given as required by law, regulation, or the bylaws of the association, and shall have charge of the general correspondence of the association. He/She shall perform other such duties as may be prescribed by the Board of Directors.

Section 8. Treasurer

The Treasurer shall collect, receive and deposit funds of the association as directed by the Board of Directors. He/She shall keep correct and complete books and records of the account, and he/she shall render periodic financial statements to the Board of Directors and the association and such other reports and accounts of the financial condition of the association as may from time to time be requested by the Board of Directors. He/She shall perform such other duties and have such other powers as the Board of Directors may determine. In the absence of or the inability of the President or the Vice President to perform their duties, the Treasurer shall assume the duties of the President.

Section 9. Execution of Instruments

The President and the Secretary or the Treasurer shall, on being so directed by the Board of Directors, sign all leases, contracts or other instruments in writing.

Section 10. Vacancies

A vacancy occurring in any office shall be filled for the unexpired term by a majority vote of the Board of Directors in attendance at a meeting of the board.

Section 11. Stand Committees

The President, subject to the approval of the Board of Directors, shall appoint a chairman and the membership of the nominating committee and other such committees as the President or the Board of Directors may authorize. The chairman of the committees shall begin their chairmanship upon appointment and shall serve for a term of one (1) year, or until their successors have been chosen and have taken office.

Section 12. Nominating committee

The President, subject to the approval of the Board of Directors, shall appoint a nominating committee of three (3) persons, at least one (1) of which shall be a member of the Board of Directors, the committee shall have the responsibility of nominating candidates for election to the Board of Directors of the organization at the annual meeting of the membership.

PROTECTIVE COVENANTS AND BILL OF ASSURANCE
FOR
PARK RIDGE AT LEE CREEK ADDITION TO
THE CITY OF VAN BUREN, CRAWFORD COUNTY, ARKANSAS

Filed 95 Dec 14 PM 1:25

(*this date will be replaced with new filing date and time)

These Protective Covenants and Bill of Assurance for Park Ridge at Lee Creek Addition of the City of Van Buren, Crawford County, Arkansas, is made by the Property Owners Association.

The Park Ridge at Lee Creek Property Owners Association imposes the following limitations, restrictions and uses (the "Covenants") on Lots 1 through 84, Lots 17A and Lots 85 through 142 and Lots 155 through 185 of the subject property, known as Park Ridge at Lee Creek ("the Subdivision"), a platted subdivision to the City of Van Buren, Crawford County, Arkansas, the plat for this subdivision being filed of record with the Circuit Clerk and Ex-Officio Recorder for Crawford County, Arkansas in Plat A at page 303-H and is attached hereto and labeled Exhibit B (the "Plat"). These Covenants shall run with the land for the period of time set out herein, as provided by law, and shall be binding upon all purchasers of Lots 1 through 84, Lots 17A and Lots 85 through 142 and Lots 155 through 185 (as noted on the Plat) and any subsequent lots in Park Ridge which are brought under the control and regulation of these Covenants and upon such purchasers' heirs, personal representatives, successors, assigns, and all persons claiming under them. These Covenants are for the benefit of and are limitations upon all future owners in the Subdivision and have been designated as such in order to provide for an orderly development of the Subdivision and for the purpose of making the Subdivision desirable, uniform and suitable for use as herein specified.

These Covenants shall be binding upon all parties and all persons claiming under them until 5:00 pm on December 31, 2029, at which time they shall be automatically extended for an additional twenty-five (25) years, unless by vote of majority of the then owners of the lots (as that term is defined herein), it is agreed that these Covenants should be changed or amended in whole or in part.

It shall be lawful for the Park Ridge at Lee Creek Property Owners Association (hereinafter referred to as "Association" and more particularly defined herein) or for any other persons or person owning real property situated in the Subdivision to initiate any proceedings at law or in equity against parties or persons violating or attempting to violate any of these Covenants and to recover damages for such violations. Any rights reserved hereunder to the Developer may also be exercised by any owner of lots situated in said Subdivision, either individually or collectively, or the Association. The invalidation of any one of these Covenants by a court order shall not invalidate any of the other provisions which shall remain in full force and effect.

ARTICLE 1

Covenants and Definitions

The following words, when used in these Covenants or any amendments or supplements thereto (unless the context shall otherwise clearly indicate or prohibit), shall have the respective concepts and meanings set forth below.

“Addition” or “Subdivision” shall mean and refer to the property described in Exhibit “A” and as reflected on the plat set out on Exhibit “B” and any additions thereto.

“Additions to the Subdivision or Addition” shall mean any and all additional lands which may become subject to these Covenants in any of the following manner:

(1) The Developer will most likely add or annex additional real property (from time to time and at any time(s) to the scheme of these Covenants by filing of record an appropriate document which may extend the scheme of these Covenants to such additional property or properties; provided however, this filing may contain complementary additions and modifications of these Covenants as may be necessary to reflect the different character, if any, of the added properties and as are consistent with the concept and purpose of these Covenants: or

(2) In the event any person or entity other than the Developer desires to add or annex additional residential and/or common areas to the scheme of these Covenants, or any amendment thereto, such annexation proposal must have the prior written consent and approval of the Developer, the Association, and two-thirds (2/3) of the then existing Owners.

“Association” shall mean and refer to “Park Ridge at Lee Creek Property Owners Association” established subsequent to the filing of the Protective Covenants and Bill of Assurance for Park Ridge at Lee Creek addition Phase I in December 1995, and will have the power, duty and responsibility for maintaining, administering and enforcing these Covenants and collecting and disbursing the assessments and charges herein after prescribed. The Association shall be chartered and shall function as a non-profit corporation under the name of “Park Ridge at Lee Creek Property Owners Association for the purposes set forth herein. The Property Owners Association for this subdivision shall operate as one organization except as defined herein, a lot in the Subdivision shall be a part of the Association after said lot is sold by the Developer. However, if the Developer sells a “lot” to a Builder, the Builder’s lot shall not become part of the Association until the earlier of twelve (12) months from the date of purchase or when Builder completes and sells the single family home situated on the lot. “Architectural Control Committee” or “Committee” shall mean and refer to the three (3) individuals elected by Park Ridge at Lee Creek Property Owner’s Association. Persons elected by the Association to the Committee must be an owner or professional builder, or agent of the association and generally familiar with residential and community development design matters and be knowledgeable about the Park Ridge at Lee Creek Property Owners Association’s concern for a high level of taste and design standards for the Subdivision.

“Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association elected in accordance with the provisions of the Articles of Incorporation and By-laws of the Association.

“Builder” shall mean a residential builder who is licensed under Arkansas law. “Common Properties” shall mean and refer to any and all areas of land together with all improvements located therein within the Subdivision which are known, described or designated as such on any recorded subdivision plat of the Subdivision or intended for or devoted to the common use and enjoyment of the members of the Association. The Association shall hold such title to the Common Properties as shall be consistent with the objectives envisioned herein and subject to the easement rights herein of the members to use and enjoy the Common Properties. The Park Ridge at Lee Creek Property Owners Association reserves the right to affect minor redesigns or reconfiguration of the Common Properties and execute any open space declarations applicable to the Common Properties.

“Developer” shall mean and refer to Lee Creek Development Corp., an Arkansas corporation, Blue Tower Development Co., LLC. and its successor(s) and assign(s).

“Lot” or “lot” shall mean and refer to any plot or tract of land which is designated as a lot on the Plat which is attached hereto and labeled Exhibit “B”. The term “lot” as used in these Covenants shall not be deemed to refer to and shall not include any subdivided or split lot which an Owner may attempt to subdivide or split.

“Member” or “member(s)” shall mean and refer to each owner of a lot.

“Owner” or “owner(s)” shall mean and refer to each and every person or business entity who or which is a record owner or subsequently becomes a record owner of a fee or undivided fee interest in any lot subject to these Covenants. Upon the division or splitting of a lot, the owner of the divided or split lot shall not be an owner as the term is defined herein and shall have no rights to vote or otherwise serve in the Association while such subdivided or split lot continues.

“Plat” shall refer to the plat of survey set out in Exhibit B attached hereto to include all three (3) phases.

ARTICLE II

Membership and Voting Rights in the Association

Section 1. Membership. Subject to Article VI, every owner of a lot shall be a member of the Association.

Section 2. Voting Rights. The Association shall have one (1) class of membership for purposes of voting. Owners shall be entitled to one (1) vote for each lot owned by the owner. The total number of votes shall equal the number of lots reflected on the Plat or any subsequently filed plat covering Additions to the subdivision and which elects to come under and be governed by the these Covenants. When more than one (1) person holds such interest or interests in any lot (assuming the lot has not been subdivided or split), all such persons shall be Members and the votes for such lot shall be exercised as they, among themselves, determine, but in no event shall more than a total of one vote be cast with respect to each lot. If a lot is subdivided or split, no votes may be cast with respect to that lot.

Section 3. Quorum, Notice and Voting Requirements. The quorum, notice, and voting requirements of and pertaining to the Association are set forth within the Articles of Incorporation and By-laws of the Association, as the same may be amended from time to time. Subject to the provisions of Section 2 above and any other provision to the contrary set out in these Covenants, any action by or on behalf of the Association may be taken with the assent given in writing and signed by members who collectively hold or control a majority of the outstanding votes of the Association.

ARTICLE III

Property Rights in the Common Properties

Section 1. Members' Easements of Environment, Subject to the provisions of Section 3 of this Article, every owner and each individual within and owner's family shall have a non-exclusive right and easement of use, recreation, and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of each respective lot; provided however, such easement shall not give such person (excluding the Association), the right to make alterations, additions, or improvements to the Common Properties.

Section 2. Title to the Common Properties. The Association shall hold such title to the Common Properties for an indefinite period of time, subject to the easements set forth in Section 1 of this Article, as is necessary to accomplish the purposes and effects of this Covenant. The association shall have the right to design, redesign, reconfigure, alter, improve, landscape, and maintain the Common Properties.

Section 3. Extent of Members' Easements. The rights and easements created hereby shall be subject to the following:

- (A) The right of the Board to prescribe reasonable regulations and policies governing and to charge fees and/or deposits related to the use, operation and maintenance of the Common Properties and all lots.
- (B) The right of the Board, on behalf of the Association, to enter into and execute contracts with any party for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association and/or these Covenants.
- (C) The right of the Board to suspend the voting rights of any member and to suspend the right of any member to use or enjoy any of the Common Properties for any period during which any assessment (including without limitation "fines") against a lot resided upon by such member remains unpaid, and otherwise for any period deemed reasonable by the Board for any infraction of the then existing rules and regulations.
- (D) The right of the Board, on behalf of the Association, to dedicate or transfer all or any part of the Common Properties to any municipal corporation, county government, political subdivision, public agency, governmental authority, or utility for such purposes and upon such conditions as may be agreed to by the Board.

ARTICLE IV

Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Subject to the exception set forth herein below, hereby covenants and agrees, and each owner of any Lot, by acceptance of a deed therefore, whether from the Developer or some subsequent grantor, whether or not shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the lot or any divide or split lot), to pay to the Association:

- (A) Regular assessments or charges for maintenance, taxes and insurance on the Common Properties;
- (B) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided;
- (C) Special individual assessments which might be levied against individual lot owners (including divided or split lots) to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual owner, his family, guests, or invitees, and not caused by ordinary wear and tear; and
- (D) Individual assessments and fines levied against individual lot owners for violation of rules and regulations pertaining to the Association and/or the Common Properties.

All assessments shall be fixed, established, and collected in advance from time to time by the Board as hereinafter provided but in no event shall the total amount of assessments for each lot in the Subdivision exceed one hundred and eighty dollars (\$180) per year through December 31, 2015. Thereafter, the total amount of assessments for each lot, unless approved by the affirmative vote of not less than two-thirds (2/3rds) of the lot owners, may not be increased by more than ten percent (10%) per year from the previous year's assessment. All assessments shall be collected in advance for the calendar year beginning January 1 through December 31. As each lot is sold or subsequently transferred to a new owner, assessments shall be prorated for the year between Seller and Purchaser.

The regular, special group, and special individual assessments, together with such late charges, interest and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made.

Section 2. Purpose of Assessments. The assessments levied by the Board on behalf of the Association shall be used for the purpose of enhancing the natural environment, appearance and beauty of the Subdivision and promoting the health, recreation, safety, and general welfare of the residents of the Subdivision.

Section 3. Basis and Amount of Regular Maintenance Assessments.

- (A) The regular base assessments shall be determined by the Board. Assessments shall apply to all lots. The Board shall give notice to all members at least thirty (30) days in advance of the date all regular or special assessments are due. The Board may prescribe from time to time

that the regular base assessments are to be collected on an annual, semi-annual, quarterly, or monthly basis, and the Board shall prescribe the appropriate due dates. All regular base assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any other assessments or special assessments shall be fixed in the respective resolution authorizing such assessment. Unless otherwise notified, the regular assessment for each lot shall remain the same unless the Board notifies each owner that the assessment for each lot has been increased by the percentage amount set forth in Section 1 above.

Section 4. Special Group Assessments. In addition to the regular assessments authorized by Section 3, the Board may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties; provided, however, the special assessment when combined with the regular assessment shall not exceed the limits imposed on all assessments set for the in Section 1 above, unless approval by the affirmative vote of not less than two-thirds (2/3rds) of the lot owners.

Section 5. Rate of Assessments. Except as noted herein, regular and special group assessments shall be fixed at a uniform rate for all lots owned by members, unless otherwise approved by the Board. The failure to pay the assessment by the owner of a lot shall constitute a lien against the lot and the Association may pursue any remedy available to it, at law or in equity, to collect such lien including initiation of a foreclosure suit in Chancery Court.

Section 6. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; and the Remedies of Association.

- (A) If any assessment or fine or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with any late charge and interest thereon at the maximum rate allowed under applicable law and costs of collection thereof, thereupon become a continuing debt secured by a self-executing lien on the lot of the non-paying owner which shall bind such lot in the hands of the owner and owner's heirs, executor, administrators, devisees, personal representatives, successors, and assigns. The Board shall have the right to reject partial payments of an unpaid assessment and demand the full payment thereof. The lien for unpaid assessments shall be unaffected by any sale or assignment of a lot and shall continue in full force and effect. No owner may waive or otherwise escape liability for any assessment provided herein by non-use of the Common Properties or abandonment of the lot;
- (B) The Board may also give written notification to the holder(s) of a mortgage on the lot of a non-paying owner of such owner's default in paying any assessment when such default has not been cured within thirty (30) days of the original date due, provided that the Board has, theretofore, been furnished in writing with the correct name and

address of the holder(s) of such mortgage and a request to receive such notification;
and

- (C) The Board may, at its election, retain the services of an attorney to review, monitor, collect, and file suit to foreclose on lien for unpaid assessments and delinquent accounts, and there shall also be added to the amount of any unpaid assessment or to any delinquent account any and all attorneys' fees and other costs of collection incurred by the Association.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any bonafide first mortgage or deed of trust now or hereafter placed upon the lots subject to assessment.

ARTICLE V

General Powers and Duties of the Board of Directors of the Association

Section 1. Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (sometimes referred to as the *Board*). The Board, for the benefit of the Association, the Subdivision, and the owners, may provide and may pay for, out of the assessment fund(s) provided for in Article IV above, any or all of the following:

- (A) Care, preservation and maintenance of the Common Properties and the furnishing and upkeep of any desired personal property and fixtures for use in or on the Common Properties;
- (B) Private trash and garbage collection service, if determined necessary by the Board;
- (C) Taxes, insurance, and utilities (including, without limitation, electricity, gas, water, and sewer charges), if any, which pertain to the Common Properties only;
- (D) The services of any person or firm (including the Developer and any affiliates of the Developer) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager hired by the Board.
- (E) Legal and accounting services; and
- (F) Any other materials, supplies, equipment, labor, services, maintenance, repairs, structural alterations, taxes, or assessments which the Board is required to obtain or pay for pursuant to the terms of these Covenants or which in its opinion shall be necessary or proper for the operation or protection of the Association and Subdivision or for the enforcement of these Covenants.

The Board shall have the following additional rights, powers and duties:

- (G) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

- (H) To enter into contracts, maintain one or more bank accounts and , generally, to have all the powers necessary or incidental to the operation and management of the Association; and
- (I) To make reasonable rules and regulations for the operation of the Common Properties and to amend these Covenants from time to time; provided, however, no portion of Article VI of these Covenants may amended unless not less than two-thirds (2/3rds) of all Owners who occupy dwellings in the Subdivision also approve the proposed amendment(s).

Section 2. Maintenance Contracts. The Board shall have full power and authority to contract with any owner (including, without limitation, the Developer) for performance, on behalf of the Association, of services, which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Association.

Section 3. Liability Limitations. Neither any member or owner nor the directors and officers of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the associations or otherwise. Neither the Developer, the Association, its directors, officers, agents, nor employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof, or for failure to repair or maintain the same.

Section 4. Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses.

ARTICLE VI

Use and Division of Lots

The Subdivision (and each lot situated therein) shall be constructed, developed, occupied, and used as follows:

Section 1. Residential Lots. All lots within the Subdivision shall be used, known, and described as single family residential lots. Each lot shall only have one single family residential dwelling and the customary and usual necessary structures associated with a single family dwelling located on it. No duplex, multi-family dwelling or “zero lot line” residence shall be placed on any lot in the Subdivision. Moreover, no building or structure intended for or adapted to business purposes shall be erected, placed, permitted, or maintained on any lot in the Subdivision. This covenant shall be construed as prohibiting the engaging in or practice or any commerce, industry, business, trade, or profession within the Subdivision, and, or within any lot. The restrictions on use herein contained shall be cumulative or, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statues , rules, regulations and ordinances of the City of Van Buren, Crawford County, Arkansas, or any other governmental authority or political subdivision having jurisdiction over Subdivision.

Section 2. Minimum Square Footage.

Lots 2,500 sq. ft. or more: Each residence constructed on the following lots (as noted on the Plat) in the Subdivision shall have a minimum square footage, as determined by the Architectural Control Committee (whose determination shall be binding, of at least 2,500 square feet, heated and cooled

Phase I: Lots 1 through 17, Lots 31 through 42, and Lots 70 through 84.

Phase II: Lots 17A, 111,112,113,114,115,116,121,122,124,138,139 and 140

Phase III: Lots 172 through 185

Lots 2,200 sq. ft. or more: Each residence on the following lots (as noted on the Plat) in the Subdivision shall have a minimum square footage, as determined by the Architectural Control Committee (whose determination shall be binding), of at least 2,200 square feet, heated and cooled:

Phase I: Lots 18 through 30 and Lots 43 through 69.

Lots 2,000 sq. ft. or more: Each residence constructed on the following lots (as noted on the Plat) in the Subdivision shall have a minimum square footage, as determined by the Architectural Control Committee (whose determination shall be binding), of at least 2,000 square feet, heated and cooled.

Phase II: Lots 105,106,107,108,109,110,119,120,123,125,126,127,135,136,137,141 and 142. Phase IIIA: Lots 155 through 171.

Lots 1,800 sq. ft. or more: Each residence constructed on the following lots (as noted on the Plat) in the Subdivision shall have a minimum square footage, as determined by the Architectural Control Committee (whose determination shall be binding), of at least 1,800 square feet, heated and cooled.

Phase II: Lots 102,103,104,117,118,128,129,130,131,132,133 and 134.

Lots 1,650 sq. ft. or more: Each residence constructed on the following lots (as noted on the Plat) in the Subdivision shall have a minimum square footage, as determined by the Architectural Control Committee (whose determination shall be binding), of at least 1,650 square feet, heated and cooled.

Phase II: Lots 85 through 101.

For all future development in Park Ridge at Lee Creek Subdivision (not addressed above), each residence constructed in the Subdivision shall have a minimum square footage as approved by the Architectural Control Committee (whose approval shall be binding), of at least 2,000 square feet, heated and cooled.

Section 3. Division of Lots. No lot in the Subdivision may be subdivided or split. However, a lot may be added to another lot by replatting the two (2) or more lots into a single lot in accordance with applicable subdivision regulations.

Section 4. Residential Purposes. By acquiring a lot within the Subdivision, each owner covenants with and represents, to the association, that the lot is being acquired for the specific and singular purpose of constructing and using one single family residential dwelling on the lot as a residence for such owner and/or owner's immediate family or for sale to a prospective owner who will use lot as a single family residence.

Section 4a. Extenuating Circumstances of Residential Purposes. – If a property owner is selling their home they may seek approval from the Park Ridge at Lee Creek POA Code Enforcement Committee to rent the property on a temporary basis until the subject property is sold. The property owner(s) must request and obtain approval from the POA Code Enforcement Committee prior to allowing any potential tenant to occupy the property but both the property owner and tenant must maintain the property in accordance with ALL guidelines set forth in the Park Ridge at Lee Creek covenants. In addition, the property must remain listed and marketed "for sale". A fee of \$1,000.00 annually will be applicable to all such requests and will come due upon the following years' annual dues and will be pro-rated on a per month basis.

ARTICLE VII

Easements

Section 1. In General. Other than for primary service by franchised utility companies in the Subdivision as reflected on the Plat and within platted easements, there shall be no above ground services except those lines or poles that shall be approved, in writing, by a majority vote of the Architectural Control Committee. The owner of each lot shall be responsible for the protection of underground facilities located on said lot and shall prevent any alteration of grade or construction activity which may interfere with said utility lines.

Section 2. Utility Easements. Underground service cables to all residences which may be located in the Subdivision shall run from the nearest service pedestal to the point of use and upon the installation of such service cable to a particular residence, the supplier of service shall thereafter be deemed to have an effective right of way easement covering a five (5) foot strip extending 2.5 feet on each side of the service cable from the service transformer to the service entrance to the residence. The easement shall also be available to all of the suppliers of public utilities and quasi-public utilities.

Section 3. Gas Lines. For gas meters and gas lines to the structures in the Subdivision, all yard lines will be plastic pipe of the size and material approved by the public utility servicing the

Subdivision and an approved tracer wire will be installed in the trench with the plastic pipe and attached to the meter eyes in accordance with the public utility specification. No yard line will be installed under concrete or asphalt except in a casing approved by the public utility.

ARTICLE VIII

Architectural Control Committee – Approval

Of Plans, Control of Development Activities

Section 1. Submission of Plans. In order to maintain a beautiful and pleasing setting in a tasteful, well-designed subdivision, two (2) sets of all building and site improvement plans and specifications must be submitted to the Architectural Control Committee for its approval prior to the commencement of construction. The Architectural Control Committee shall act to enforce the requirements of these Covenants in a reasonable manner. The Architectural Control Committee has the authority to maintain the architectural conformity of the development and, in consideration thereof, shall determine that the proposed construction shall not detract from the development and shall enhance the purpose of the development to provide a beautiful and pleasing setting in a tasteful, well-designed subdivision. The Architectural Control Committee shall consider such matters as the proposed square footage, location, material, exterior style, landscaping, and driveway. The Architectural Control Committee will adopt by-laws explaining the mechanics of its operation and providing for a twenty-one (21) day maximum time within which plans must be reviewed and approved or disapproved after submission and, if not approved or disapproved in that period, that the same shall be considered as automatically approved. Notwithstanding the above, no plans or specifications shall be approved for any residential dwelling which does not contain the minimum square footages as set forth in Article VI, herein above.

Section 2. Diversion of Drainage. All Plans or schemes for the diversion of drainage, or the construction or reconfiguration of a pond, basin, or lagoon, shall be approved by the Architectural Control Committee.

Section 3. Garage and Detached Structures. All residences constructed in the Subdivision shall have a private garage to accommodate a minimum of two (2) automobiles. Any detached structure to be built on a lot, such as a covered entertainment area, guest house, or other structure, shall conform to the basic styling of the dwelling and the plans for any such structures must be submitted to the Architectural Control Committee for approval prior to construction as provided in this Article.

Section 4. Temporary Structures. No trailer, mobile home, tent, construction shack, or other out building shall be erected on any Lot in the Subdivision except for temporary use by construction contractors for a reasonable period of time and only in such location and for such time as may be designated by the Architectural Control Committee. Boats, recreational vehicles, and vehicles used for recreational purposes, shall be stored to the rear of the main residential structure on each lot. Any vehicle that has been inoperative for a period of more than three (3)

days shall be stored in the garage or at the rear of the main residential structure so as to be obscured from public view and the view of adjacent lots.

The Architectural Control Committee shall have authority to vary established setback lines if, in its opinion, such variance is justified from an aesthetic or design standpoint taking into account the overall plan of the Subdivision, however, no above ground structure (except approved fences) shall be permitted closer than the established building setback lines set forth on the Plat. Subject to the Architectural control Committee's ability to grant variances, sideline setbacks shall be a minimum of ten (10) feet from each side of the property line, and the rear setback shall be a minimum of twenty (20) feet from the rear property line of each lot. For the purposes of this provision, and all other references to Lots herein, the term *lot* shall include divided or split Lots.

Section 5. Foundation/Fences. No concrete block foundation may be exposed. Plans for all fencing, whether on lot lines or surrounding patios, pools, outbuildings, or other areas of the lot must be submitted to, and approved by, the Architectural Control Committee prior to the construction thereof. In the approval of the fencing, the architectural Control Committee shall give consideration to the location, height, material conformity with neighboring areas, and the obstruction of views. Chain link fencing is not allowed.

Section 6. Driveways. All driveways servicing residential dwellings, garages, and/or outbuildings on any lot shall be composed of concrete, exposed aggregate or suitable paving material which is approved by the Architectural Control Committee. Said driveways and/or service entrances are to be completed not less than twenty-one (21) days following the date the residential dwelling, which is serviced by the said driveway, is substantially completed.

Section 7. Sodding of yards. Prior to the completion of construction of a residential dwelling on any lot in the Subdivision, the front yard of the said lot shall be sodded from the front of the residential dwelling to the street except in such places where landscaping, plantings, or other forms of trees or shrubbery have been previously approved by the Architectural Control Committee.

Section 8. Parking/Garages. All vehicles shall be parked in garages or on driveways at all times. There shall be NO parking on any street within the subdivision for any period extending beyond one hour or upon such other terms and conditions as the Architectural Control Committee may dictate from time to time.

Addendum to Article VIII

Section 9. Exterior Surfaces. All dwellings placed on any lot shall be constructed of a minimum of 70% masonry exterior on the ground floor, excluding windows and door openings. For the purpose of the covenant, Drivit and Stucco are considered masonry.

Section 10. Swimming Pools. All swimming pools placed on any lot shall be constructed in-ground. No above ground pool shall be approved for the Park Ridge at Lee Creek Development. All in-ground pools will be constructed of concrete, fiberglass or similar materials. All swimming pools shall be set within fencing of at least 6 feet in height. Any and all pool

fencing less than 6 feet in height constructed prior to June 23, 2002, shall be deemed “grandfathered”.

Referral to Foundation/Fencing, Article VIII, Section 5.

Section 11. Lot Debris During Construction. A lot shall be kept clear of paper, cardboard and other debris during the construction period. Any trees, brush or other vegetation cleared on a lot shall be removed from the lot within ten (10) days from such work.

ARTICLE IX

No Offensive Trade or Activity

No obnoxious or offensive trade or activity including the discharge of firearms or fireworks shall be permitted on any lot, nor shall any activity be undertaken on any lot that shall become an annoyance or nuisance to the neighborhood. Home occupations in which customers or suppliers travel to or from a residence in the Subdivision are prohibited. The development of minerals of any kind or nature is prohibited within the Subdivision; provided, however, underground hydrocarbon minerals may be captured by wells located outside of the Subdivision.

ARTICLE X

Animals

Animals shall be allowed in the Subdivision subject to the following limitation. An owner shall be permitted to have dogs, cats and other domestic animals for non-commercial purposes as long as the number and type does not interfere with any other owner’s right to the quiet enjoyment of his property and so long as said animals are not permitted to trespass on the property of another or any portion of the Common Properties. Owners shall not be permitted to have *barn* or pasture animals regardless of the number of lots or size of an owner’s residential site. The Board shall have authority to enforce these provisions and make decisions regarding limitations upon the ownership of animals in the Subdivision.

ARTICLE XI

Motorized Recreation Vehicles

Motorized recreational vehicles including, but not limited to, motorbikes, motorcycles, scooter, moped, trail bikes, and any other similar mechanical device emitting noise, smoke, or other environmental pollutants shall not be operated within the Subdivision except for the sole and exclusive purpose of ingress and egress to and from lots and the public road. The purpose of the restriction is to reduce noise and other pollution so as to permit maximum enjoyment of the surroundings in the Subdivision. It shall not apply to equipment normally used for lawn or garden maintenance so long as said equipment is operated in the ordinary and usual manner intended.

ARTICLE XII

Signs

Unless approved in writing by the unanimous vote of the Architectural Control Committee, signs shall be prohibited on all lots except that one (1) sign, not exceeding four (4) square feet in size, advertising a particular lot for sale shall be permitted within the building setback lines.

ARTICLE XIII

Additional Design and Construction Criteria

Section 1. Storage of Construction Materials. Construction materials may be stored on a lot within the building setback lines for thirty (30) days prior to the commencement of construction and thereafter so long as reasonable progress is being made towards the completion of construction within a reasonable period of time.

Section 2. Garbage; Dumping. Dumping is prohibited in the Subdivision. All trash, garbage, or other waste shall be kept in sanitary containers which shall be located at the rear of each residential dwelling on a lot. All lots shall be maintained in a neat and orderly condition at all times.

Section 3. Accessory Buildings. Accessory buildings can be constructed if the plans are submitted to and approved by the Architectural Control Committee.

Section 4. Antenna, Aerial and Other Devices. Each lot shall be permitted one (1) antenna, aerial satellite dish, or similar device for the reception of television, radio, or information services so long as the device is located within the building setback limits and to the rear of the main residential building and is used for non-commercial purposes only. Each antenna, aerial satellite dish, or other device shall be of a minimum elevation to permit adequate reception, not higher than the primary residence located on the lot, and the transmitting or receiving portion shall not be more than two (2) feet in diameter at its widest point and not visible from the front of the house. The placement of the antenna, aerial satellite dish, or similar device must be approved by the Architectural Control Committee prior to installation.

Section 5. Appearance of Lot. All owners shall be required to keep their lot in a clean and sanitary condition whether or not they have constructed a residence on the Lot. All open areas on lots shall be kept mowed to a height of not more than twelve (12) inches. The Board shall promulgate rules and regulations regarding the maintenance of lots and adequate enforcement mechanisms in the event a lot is not properly maintained.

ARTICLE XV

Miscellaneous Provisions

Section 1. Enforcement. Enforcement of these Covenants may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these Covenants; but failure by the Association, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party.

Section 2. Validity. Violation of or failure to comply with these Covenants and restrictions shall not affect the validity of any mortgage, bonafide lien or other similar security instrument which may be then existing on any lot. Invalidation of any one or more of these covenants and restrictions, or any portions thereof, by a judgment, decree, or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these Covenants conflict with any ordinance or regulation promulgated by a governmental authority, then the governmental provisions shall control.

Section 3. Headings. The headings contained in these Covenants are for reference purposes only and shall not in any way affect the meaning or interpretation of the provisions set out herein. Words of any gender used herein shall be held and construed to include any other gender, and words in singular shall be held to include the plural and vice versa, unless the context requires otherwise.

Section 4. Notices to Member/Owners. Any notice required to be given to any member or owner shall be deemed to have been properly delivered when deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as the member or owner on the records of the Association at the time of such mailing.

Section 5. Disputes. Matters of dispute or disagreement between owners with respect to interpretation or application of the provisions of these Covenants or the Association by-laws, or the rules or regulation of the Board shall be determined by the Board of Directors of the Association. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all owners.

FILED
 CRAWFORD COUNTY
 CIRCUIT CLERK
 JUN 22 A M 33

APPROVAL OF WATER & SEWER SYSTEM
 CONTRIBUTION OF PARKED ROAD

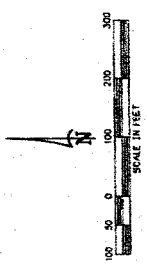
CITY COUNCIL APPROVAL
 Date: May 17, 2004
 Mayor: [Signature]
 City Clerk: [Signature]

PLANNING COMMISSION APPROVAL
 Date: May 4, 2004
 Chairman: [Signature]
 Secretary: [Signature]

ALLOTTERS New Power Development Co., LLC
 4300 East Main Street, Suite 100
 Little Rock, Arkansas 72205

STATE OF ARKANSAS
 COUNTY OF Crawford
 State and territory before me this 18th day of May, 2004
 My commission expires [Date]

FILED FOR RECORD
 The date of this plan is the 18th day of May, 2004
 My commission expires [Date]



1. ALL DIMENSIONS ALONG CURVES ARE GIVEN IN FEET.
2. HATCHES SHOWN IN PARALLELS (1/4" = 1' SCALE) ARE STREET ADDRESS.
3. LOT BOUNDARIES AT INTERSECTIONS HAVE 30' RADIUS AND LOT RETURNS AT 90-DEGREE ANGLE OF ROAD.
4. ALL CORNERS ARE MARKED WITH 3" X 3" STEEL IRON WITH YELLOW PAINT. CAP MARKED THIS SIDE OF THE ROAD. MARKING SHALL BE MADE IN TIME COMMUNITY NAME AT 100' INTERVALS AND 50' INTERVALS AT 150'.

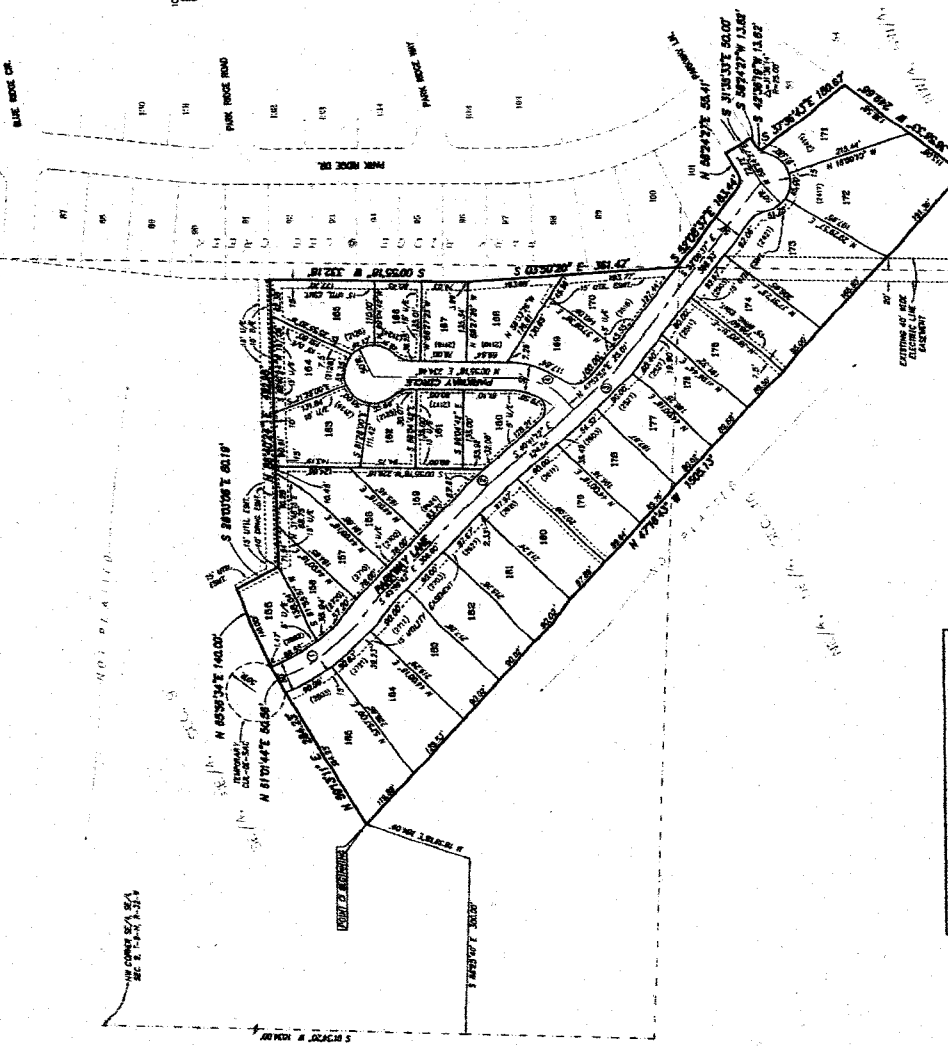
Legal Description
 Parcels 155-185

Part of the SE 1/4, SE 1/4 of Section 9 and part of the NE 1/4, NE 1/4 of Section 10 and part of the NW 1/4, NW 1/4 of Section 10 in Township 9 North, Range 32 West, Van Buren County, Arkansas, more particularly described as follows:
 1. 0.10 ACRES, more or less, of Parcel 155, as shown on the plat of Park Ridge at Lee Creek, recorded in the Public Records of Van Buren County, Arkansas, on 05/12/04, Book 20, Page 100.
 2. 0.10 ACRES, more or less, of Parcel 156, as shown on the plat of Park Ridge at Lee Creek, recorded in the Public Records of Van Buren County, Arkansas, on 05/12/04, Book 20, Page 100.
 3. 0.10 ACRES, more or less, of Parcel 157, as shown on the plat of Park Ridge at Lee Creek, recorded in the Public Records of Van Buren County, Arkansas, on 05/12/04, Book 20, Page 100.
 4. 0.10 ACRES, more or less, of Parcel 158, as shown on the plat of Park Ridge at Lee Creek, recorded in the Public Records of Van Buren County, Arkansas, on 05/12/04, Book 20, Page 100.
 5. 0.10 ACRES, more or less, of Parcel 159, as shown on the plat of Park Ridge at Lee Creek, recorded in the Public Records of Van Buren County, Arkansas, on 05/12/04, Book 20, Page 100.

PARK RIDGE at LEE CREEK Lots 155 through 185

BEING PART OF THE SE 1/4, SE 1/4 SECTION 9 AND PART OF THE NE 1/4, NE 1/4 SECTION 10 AND PART OF THE NW 1/4, NW 1/4 SECTION 10, ALL IN TOWNSHIP 9 NORTH, RANGE 32 WEST, VAN BUREN, CRAWFORD COUNTY, ARKANSAS

DATE: MAY, 2004
 SCALE: 1" = 100'



CURVE TABLE

STATION	CHORD BEARING	CHORD LENGTH	CHORD BEARING
155+00.00	S 89° 58' 12" W	100.00	N 89° 58' 12" E
155+00.00	S 89° 58' 12" W	100.00	N 89° 58' 12" E
155+00.00	S 89° 58' 12" W	100.00	N 89° 58' 12" E
155+00.00	S 89° 58' 12" W	100.00	N 89° 58' 12" E
155+00.00	S 89° 58' 12" W	100.00	N 89° 58' 12" E
155+00.00	S 89° 58' 12" W	100.00	N 89° 58' 12" E
155+00.00	S 89° 58' 12" W	100.00	N 89° 58' 12" E
155+00.00	S 89° 58' 12" W	100.00	N 89° 58' 12" E
155+00.00	S 89° 58' 12" W	100.00	N 89° 58' 12" E
155+00.00	S 89° 58' 12" W	100.00	N 89° 58' 12" E

APPROVED BY THE
 ENGINEER OF THE
 STATE OF ARKANSAS
 CIVIL ENGINEER
 LICENSE NO. 10000

HAWKINS-WEIR ENGINEERS, INC.
 Engineers • Surveyors • Consultants
 110 South 24th Street
 Little Rock, AR 72207-0448
 Phone: (501) 414-1877
 Fax: (501) 414-1878
 www.hawkins-weir.com

These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all owners.

IN WITNESS WHEREOF, Park Ridge at Lee Creek Home Owners Association, being the Association herein, has executed these Protective Covenants and Bill of Assurances by its President and Secretary, the day and date first above written

PARK RIDGE AT LEE CREEK HOME OWNERS ASSOCIATION

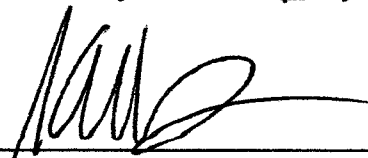
By: *Susan Moore, President*
Susan Moore, President

Attest:

Laura Fuller, Secretary
Laura Fuller, Secretary

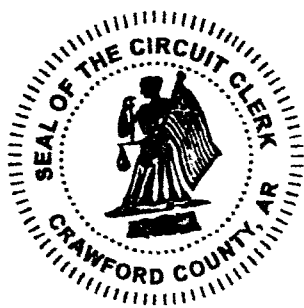
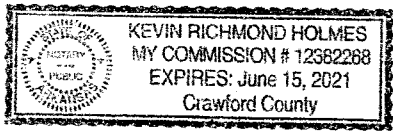
STATE OF ARKANSAS)
)ss.
COUNTY OF CRAWFORD)

Subscribed and sworn to before me the undersigned Notary Public this 9 day of December,
2018.



Notary Public

My Commission expires:
June 15, 2021



CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF CRAWFORD
I hereby certify that this instrument was
Filed and Recorded in the Official Records
in Doc Num 2018012308
12/21/2018 10:04:25 AM
SHARON BLOUNT BAKER
CRAWFORD County Circuit Clerk & Recorder
By: Cherylyn Malone