

AMENDED BILL OF ASSURANCES AND PROTECTIVE COVENANTS

FOR RICHARD'S GLEN SUBDIVISION, ALL PHASES

LITTLE FLOCK, BENTON COUNTY, ARKANSAS



L201861049 11/26/2018 9:20:29 AM

Recorded - Benton County, AR

Brenda DeShields, Circuit Clerk

The undersigned, being the majority of the owners of lots in Richard's Glen Subdivision, in the city of Little Flock, Benton County, Arkansas, as shown on the recorded plat of said Subdivision in Plat Record Document P-1-922 and P-3-295 of the records of Benton County, Arkansas, do hereby amend the Bill of Assurances and Protective Covenants for Richard's Glen Subdivision previously filed in the office of the Circuit Clerk of Benton County, Arkansas (collectively with this amendment the "Covenants") as follows:

Book 2001 Page 101121

SECTION I

DEFINITIONS

The following words, when used in this Amended Bill of Assurances and Protective Covenants, are defined as follows:

"Architectural Control Committee" or "ACC" shall mean and refer to that particular committee which may be from time to time appointed or selected pursuant to Section II hereof.

"Association" shall mean and refer to the Richard's Glen Property Owners Association which has been formed as an Arkansas non-profit corporation which has the power, duty, and responsibility to govern the properties herein.

"Board of Directors" or "Officers" shall refer to the elected President, Treasurer and Secretary of the Association.

"Common Properties" shall refer to those real properties owned by and hereafter acquired by the Association, including, but not limited to, the cart path, and both entrances to the subdivision, including signage, brickwork, fencing and islands.

"Street right-of-way" shall refer to the center of the street.

SECTION II

GOVERNING BODIES

The Covenants shall be implemented and enforced by the property owner's association (hereinafter the "POA" or the "Association"), the POA Board of Directors, the POA's Architectural Control Committee, and the POA's Violations Committee, as established herein.

A. The Association

1. The Association shall consist of members who are owners of lots within Richard's Glen Subdivision. Each lot shall represent one membership.
2. Quorum, notice and voting requirements of and pertaining to the Association may be set forth within the Bylaws, as they may be amended from time to time, and shall be in accordance with permitted Arkansas law.

B. Board of Directors

1. The Board of Directors (also known as the "Officers") shall consist of a President, Secretary and Treasurer. All officers of the Association shall own or be representatives of an entity that owns a lot in Richard's Glen Subdivision.
2. The President shall preside over all meetings of the Association, and shall be authorized to call meetings of the Association.
3. The Secretary shall maintain and record minutes of each meeting of the Association, and shall be responsible for preparation and mailing of property notice, as required herein, of all meetings or other matters for which notice is required to membership. The Secretary shall maintain a communication roster of POA members and send it to all members once a year, or as new residents move into the Subdivision.
4. The Treasurer shall be responsible for maintaining accurate books and records of the finances of the Association, and an annual budget.

C. Architectural Control Committee

1. **Purpose and Composition.** To insure that all dwellings and accessory buildings constructed in the Subdivision have good quality materials and workmanship and are compatible with other dwellings and accessory buildings constructed or to be constructed in the Subdivision, therein hereby established an Architectural Control Committee (hereinafter referred to as "ACC"). The ACC shall be composed of three (3) members, who shall be elected by the Association, and the terms of such members shall be three (3) staggered years. In the event of death, disability or resignation of a member, the Officers of the Association shall have the authority to appoint a successor to complete the term of the deceased or resigned member.
2. **Authority and Duties.** Any property owner seeking to construct a new home or other permanent structure, or to add to or to modify any portion of the exterior of an existing home, shall submit the plans and written specifications of such to the ACC for review. The written plans and specifications for the home exterior shall include, but shall not be limited to decks, patios, pools, pool pavilions, equipment and material storage buildings, accessory buildings, dog runs, fencing, gazebos, arbors, roofing material, solar panels, freestanding exterior lighting, exterior building materials, and other similar construction.
3. No construction, change, modification or alteration shall commence until the plans and specifications detailing the nature, kind, shape, height, construction materials and location of the improvements on the lot, and a landscaping plan for the lot, have been submitted to and approved in writing by, the ACC. In the event the ACC fails to approve or disapprove said plans and specifications within ten (10) days after written confirmation by the ACC that sufficiently complete plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the declaration will be deemed to have occurred. It shall be the responsibility of the lot owner to obtain written confirmation that sufficiently complete plans and specifications have been submitted.
4. Without limiting the factors to be considered in the approval or disapproval of any plans and specifications submitted to it, the ACC shall apply the building restrictions, if any, which may be set forth in the Covenants.
5. Notwithstanding the foregoing provision, the ACC and the Association shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in the Covenants applicable to any lot, and no member of the ACC or of the Association, or its officers shall have any liability, responsibility or obligation whatsoever for any action or decision, or lack thereof. The ACC and its members shall have only advisory and approval functions; the sole responsibility of compliance with all the terms of the Covenants shall rest with the lot owner. Each lot owner agrees to save, defend, and hold harmless the ACC, the Association, its members and officers on account of any activities of the ACC relating to such lot owner's property or buildings to be constructed.

D. Violations Committee

1. **Purpose and Structure.** A Violations Committee is hereby created to receive and act upon grievances submitted by lot owners regarding the violation of any covenants, declarations or bills of assurance concerning the Subdivision. The Violations Committee shall be composed of three (3) members, who shall be elected by the Association, and the terms of such members shall be three (3) staggered years. In the event of death, disability or resignation of a member, the Officers of the Association shall have the authority to appoint a successor to complete the term of the deceased or resigned member.
2. **Procedure.** A lot owner may file a written grievance with the Violations Committee regarding a violation, or attempted violation, of the protective covenants and bill of assurances. The identity of the reporting owner may, at the reporting owner's election, remain anonymous, and in that case, no governing body of the Subdivision or officers thereof may disclose the identity of the reporting owner. If the Violations Committee substantiates the violation, the committee shall draft a formal complaint and forward it to the property owner whose property is the subject of the complaint.
3. **Enforcement.** Upon receipt of a formal complaint from the Violations Committee, a property owner shall have ten (10) days to either correct the problem which is the subject of the complaint, or to make provisions for the correction of such complaint as may be acceptable to the Violations Committee. If the violation is not corrected within such time, or if the property owner whose property is the subject of the complaint has not made arrangements with the Violations Committee to remedy the condition complained of, the Violations Committee, or any other property owner, may proceed to seek a resolution of the violation by arbitration as set forth herein.

SECTION III

BUILDING AND USE RESTRICTIONS

- A. All lots in the Subdivision shall be residential lots, and no structures shall be erected on any of the said lots other than one single family dwelling to be used for residential purposes. No structure shall be used for rental purposes. A guest house, cabana, and/or detached garage designed for not fewer than two cars may be allowed as long as it is in keeping with the architectural design of said residence. Any dwelling house construction on a lot that adjoins any part of the golf course shall have a minimum of 2,500 square feet of heated area excluding porches, garages, and breezeways and shall have not less than 1,750 square feet on the ground floor. Any dwelling house construction upon any of the other lots shall have a minimum of 2,200 square feet of heated area excluding porches, garages, and breezeways and shall have not less than 1,500 square feet on the ground floor.
- B. The exterior walls of each building constructed on a lot shall be at least seventy-five percent (75%) brick, masonry covering, stucco, dryvit, stone or stone veneer. No concrete blocks shall be visible. All construction design must be approved by the ACC.
- C. All dwellings must be located fifty (50) feet or greater from the street right-of-way. Any owner who intends to locate a structure closer than fifty (50) feet from the street right-of-way must have permission from the ACC. Permission will only be granted for limited lot size due to size of residence or septic field location difficulties.
- D. Lot owners shall provide sufficient off-street parking to accommodate the vehicles used by their families and guests. No vehicles may be parked overnight on the street of the Subdivision. In the case of special events, owners shall instruct their guests to park on one side of the street only, so as to not impede traffic within the Subdivision.
- E. No lot shall be re-subdivided or re-platted.
- F. No trade or business shall be carried on upon any lot in the Subdivision, nor shall anything be done or performed thereon which may become an annoyance or a nuisance to the neighborhood or detrimental to the residential value of any lot in the Subdivision.
- G. No trailer, mobile home, tent, shack, metal building, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. Outbuildings may be allowed if its design is compatible with the existing structure. Design and location of any permanent outbuilding – gazebos, pool pavilions, trellis, greenhouses, children's playhouses, tree houses, storage sheds or other similar structures – may not be erected without prior approval of the ACC. The ACC shall have the right to deny the building or placing of any foregoing improvements on a lot.
- H. Vehicles, recreation and camping vehicles, utility trailers, boats, off road vehicles, all-terrain vehicles may be stored and parked on the lots. However, such items must be screened so that they are not readily visible from the street. Screening walls and fences must be constructed of brick, stone, composite, or decorative wood.
- I. No fences of any kind shall be constructed between the main dwelling and the street curb without the permission of the ACC. Any fence along, or upon any portion of any lot in said Subdivision must be decorative wood, composite, aluminum, wrought iron, and or brick or stone masonry and not exceed six (6) feet in height. No chain link metal fences shall be erected on said lots.
- J. The owner(s) of each lot shall construct or cause to be constructed a concrete driveway connecting a minimum of a two-car garage of said dwelling to the street, said drive or drives being of adequate width to accommodate two or more automobiles in total. Homeowners are responsible for maintaining their driveway.
- K. All lots must have sod installed in the front and on both sides of the main dwelling. All yards shall be maintained without unsightly growth of grass or weeds and grass shall be kept mowed so as to never be above six (6) inches. Blowing of grass and/or weeds into the street is prohibited. Yard waste or debris piles are not to be readily visible from the street.
- L. All trash/waste receptacle(s) must be removed from the curb /street within 48 hours of waste removal.
- M. All toys, newspapers, etc. must be picked up so as not to accumulate in an unsightly manner in view of any street. Only porch furniture, flower pots, etc. are permissible in front yards.
- N. Any swimming pool located on any lot must be approved by the ACC as to material, location, and quality prior to the commencement of any construction. Above-ground pools are prohibited. All swimming pools shall be kept in good state of repair at all times and shall be properly fenced in, with said fencing to be subject to the requirements hereof and approval of the ACC.
- O. Tennis courts and similar recreational improvements are permitted in the Subdivision. However, no lights for these improvements may be installed without the prior approval of the ACC and the expressed written consent of all adjoining lots owners.

- P. Satellite television receiver dishes exceeding 24 inches in diameter are specifically prohibited from being installed in the Subdivision. When possible, receivers shall be mounted so as not to be seen from the street.
- Q. No commercial or private farming will be allowed on any lot. In addition, no farm vehicles shall be stored or parked in any lot. However, a backyard garden will be permitted when it is sized for the needs of the family occupying the lot. Such garden shall be maintained so that it does not appear weedy, unkempt, or unsightly.
- R. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Provided further that such household pets must be contained or restrained within the property and will not create a noise nuisance.
- S. All mailboxes are to be made of brick or the same exterior that makes up seventy-five (75) percent or greater of the house. Each mailbox must use the same colored brick or above material as used for the proposed dwelling. Any deviations from the above materials must be approved by the ACC.
- T. No noxious or offensive activity or noise shall be carried on upon any lot.
- U. No sign of any kind shall be displayed to the public view on any lot except one (1) real estate sign of not more than nine (9) square feet for the sale of the property. Golf course lots may display an additional real estate sign at the rear of said lot. No signage of any kind is allowed on any common properties within the subdivision, including street islands. Temporary signs will be allowed only for real estate open house or garage/ yard sales. These signs are not to be displayed for longer than a total of 72 hours.
- V. No inoperative vehicles of any kind shall be permitted to be visible from the street or in any public streets in said Subdivision.
- W. The owner of each lot in Richard's Glen may be able to have a street light if they are not too numerous within the subdivision. Any free standing outside lighting will conform to specifications to be determined by the ACC to ensure uniformity of design and quality of construction. If the owner shall desire any such light, the cost of purchasing, installing, or maintaining a street light would be borne by the owner of the said lot that has requested the street light.
- X. Lot owners are advised that individual septic systems are needed for each home site. No construction should be initiated until permit approval is granted by the Arkansas Department of Health.
- Y. Holiday lights, colored lights, lawn blowups, yard displays, or projected images must be removed within 21 days (3 weeks) after the occasion.

SECTION IV

REGULAR AND SPECIAL ASSESSMENTS

- A. By acceptance of a deed or other instrument of conveyance for his or her lot within the Subdivision, each owner shall be deemed to covenant and agree to pay to the Association and for maintenance and care of the common properties. Such assessment shall be fixed, established and collected from time to time as provided herein. The annual and special assessments, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the property affected and shall also be a personal obligation of the owner of such property from the date when the assessment is due and payable until paid in full. Such personal obligation shall not pass to successors in title to the affected property unless expressly assumed by such successors. The initial annual assessment shall be determined by a majority vote of all lot owners. Unless changed by a majority vote of the lot owners, the annual assessment for any lot in the Subdivision shall be that amount last approved by the Association on the question of the annual assessment. Upon the majority vote of the Association in the manner set forth in the Articles of Incorporation and of the by-laws of the Association, the Association may levy, in addition to annual assessments, a special assessment or assessments from time to time for the purpose of defraying, in whole or in part, the cost of reconstruction, repair or replacement of the landscaping and signage on the common properties in the Subdivision, as well as any common amenity owned by the Association, including fixtures and appurtenances related thereto. The Association must approve, by majority vote, any special assessment or change in annual assessments.
- B. It shall be the duty of the officers of the Association to notify all owners or contract purchasers of lots within the Subdivision, whose addresses shall be supplied by the owner or contract purchaser to the Association, by sending written notice to each of such owners within fifteen (15) days after the date on which the assessment has been fixed or levied, stating the amount of the charge or assessment for the current year, stating when the same shall be due, and the amount due for each lot. Failure of the Association to levy an assessment or charge for any one year shall not affect the right of the Association to issue and collect assessments in future years. Failure to deliver or levy an assessment due to lack of an

address for the owner of any particular lot within the Subdivision, or for any other reason, shall not discharge the obligation of any such owner from paying such assessment, and it shall be the obligation of any such owner to notify the Association of such owner's current address.

- C. Any general or special assessment levied as set forth in these covenants shall become a lien on the effected real estate as soon as such assessment is due and payable as set forth above. In the event any owner fails to pay the assessment when due, then the assessment shall bear interest at the maximum legal rate permitted by the Constitution of the State of Arkansas on the date upon when such assessment is due and shall continue to accrue at that rate until it is paid in full. Forty-five (45) days after the date such assessment has been fixed and levied, the assessment, if not paid, shall become delinquent and the payment of both principal and interest may be enforced as in the case of a laborer's lien on the effected real estate, and a notice of such lien may be filed with the Circuit Clerk of Benton County, Arkansas, and venue for the foreclosure of such lien shall be the Circuit Court of Benton County, Arkansas. The Board of Directors may thereafter, at its option, elect to foreclose the interest created by such lien, and the owner of the property affected thereby shall be liable to the Association for its costs and attorney's fees expended in so doing. The method of enforcement prescribed herein shall be cumulative to any other remedies at law or equity which may now or hereafter exist.
- D. All costs associated with the ownership, maintenance repair, and further improvement of the common property shall be paid by the owners of the lots in the subdivision. Each lot owner shall be assessed a pro-rata share of such costs. Prior to the commencement of the maintenance and /or repair which might be so authorized, a detailed and final bid for all costs and expenses to be incurred in connection with the same shall be secured by the Architectural Control Committee and placed on file. The pro rata share of the said bill for which each lot owner shall be responsible, shall be arithmetically determined and the lot owners shall be so notified of their proportionate share of such costs and shall be requested to make payment within thirty (30) days after receiving notice. In the event there shall be a levy of a special assessment for the maintenance and repair of any part of the entrance way or cart path in accordance with this paragraph, and if any lot owner shall fail to refuse to pay his or her pro rata share of such assessment in accordance with the provisions of this paragraph, then the pro rata portion due with respect to that owner's lot, shall constitute a valid lien against the lot until paid.
- E. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents of the Subdivision, and, in particular, for the improvement and maintenance of property, services and facilities devoted to the above-state purpose and related to the use and enjoyment of the common properties and amenities and the homes situated in the Subdivision. Without limiting the generality of the foregoing statement of purpose, such assessments shall, without limitation, be applied by the Association to the payment of costs for the following:
1. To enforce any and all building and land use restrictions that exist as of the date of these covenants or those which may be lawfully imposed hereafter on, or against, any of the properties in the Subdivision.
 2. To maintain the common property and amenities and improvements thereon, as provided in these covenants.
 3. To pay expenses to carry out the above, such as attorney's fees, manager's fees, expenses of liability, fire and other insurance, bookkeeping and accounting expenses, and any and all other expenses that may from time to time be deemed necessary to carry out the intent of the covenants by the Association.
 4. To protect property values in the Subdivision by promoting pride in and enthusiasm for it; and to do all lawful things and tasks that the Association, in its discretion, may deem to be in the best interest of the Subdivision and the owners of the lots in the Subdivision.

SECTION V

ARBITRATION OF DISPUTES

- A. Any dispute between a property owner and the Association, including its ACC or Violations Committee, or any other such committee as may be established from time to time by the officers of the Association, shall be resolved by a committee of three (3) arbiters, with one arbiter to be designated by the property owner and one to be designated for the Association by its officers. The two arbiters so appointed shall agree on the selection of a third arbiter, and if an agreement cannot be

reached within fifteen (15) days after their appointment, the two appointed arbiters shall request the appointment of a third arbiter by the Circuit Court of Benton County, Arkansas.

- B. The arbitration shall generally follow the procedure prescribed in the Arkansas Code Annotated § 16-108-201 *et seq.*, and the decision of the committee of arbiters, which shall be made in writing and signed by at least two (2) arbiters, shall be final and binding on all interested persons.
- C. In the event a party fails to comply with the decision of the committee of arbiters within the time period specified in their decision, any property owner or the Association may seek confirmation of the decision in a court of competent jurisdiction in Benton County, Arkansas, as provided in the above-referenced provisions of the Arkansas Code Annotated.

SECTION VI

DURATION AND AMENDMENT

These covenants and restrictions are to run with the land, and shall be binding on all parties, their heirs and assigns for a period of twenty-five (25) years from the date hereof. At any time within six (6) months from the expiration date, a majority of the then lot owners may express their intention in writing drafted so as to be recorded with the Register of Deeds that they no longer care for these covenants and the Same shall be terminated. In the event that no such action is taken, these covenants shall continue for periods of five (5) years and any five (5) year period may be terminated in accordance with the terms of the original termination.

It is further provided that should the lot owners at any time wish to amend these covenants either by adding to or taking from the present form, the same shall be incorporated in a written instrument capable of being recorded as above referred to and under the same terms and conditions thereof. The amendment of this or any other previously filed covenant, declaration or bill of assurance regarding the Subdivision, may be had by the approval of a majority of the owners of platted lots in the Subdivision as of the date of such amendment.

User Name: SUSAN
CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
L201861049 11/26/2018 9:20:29 AM
Brenda DeShields, Circuit Clerk
BENTON CO, AR FEE \$45.00

November 11, 2018

In our 2018 POA meeting, a committee was formed to update the Bill of Assurance and Protective Covenants for Richard's Glen Subdivision. Twenty-five out of twenty-seven homeowners cast their votes via paper ballot in August, 2018. The amended covenants included here reflect the changes agreed upon by the required majority. The attached Bill of Assurance and Protective Covenants for Richard's Glen Subdivision is current and valid.

Richard Watkins

Richard Watkins, Treasurer

Melissa Pope

Melissa Pope, President

Pam Davis

Pam Davis, Secretary

Kim M. Morfils

Benton
Subscribed and sworn to before me on 11-26-2018
Brenda Cloer
Signature of Notary

