AGENDA ITEM HISTORY SHEET

ITEM TITLE

Ordinance 2026-11 An ordinance amending the comprehensive zoning ordinance of the

AGENDA NO. 10

AGENDA DATE: 07/28/2026

FUNDING CERTIFICATION (Finance Director) (Signature, if applicable)

MANAGEMENT STAFF REVIEW (Signature)

MAYOR (Signature)

ITEM HISTORY (Previous Council reviews, action related to this item, and other pertinent history)

DRC 5/28/2026 - Reviewed the PUD zoning plan and associated documents. PC 6/8/26 - public hearing held and approval of rezoning and PUD zoning plan by Planning Commission.

ITEM COMMENTARY (Background discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

This item went before the DRC on 5/28/26 where it was thoroughly reviewed by staff. The applicant met all public notice requirements for the Public Hearing to occur, and the item went before the Planning Commission on 6/8/26 for public hearing on the rezoning and vote for approval. Following the public hearing the Planning Commission voted to approve the rezoning and PUD zoning plan. It now goes before Council for approval of the Ordinance to change the zoning of the property.

(This section to be completed by the Mayor)

ACTION PROPOSED (Motion for Consideration)

To approve Ordinance 2026-09

Hill Valley Estates
C-2 and R-M to PUD

ORDINANCE NUMBER 2026 -

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF BRYANT TO REZONE CERTAIN PROPERTY FROM C-2 AND R-M TO PUD.

BE IT ORDAINED BY THE CITY COUNCIL OF BRYANT, ARKANSAS;

Section 1. That certain real property described more fully below is hereby zoned to a classification of PUD located in Ward 1.

Section 2. The comprehensive zoning ordinance and map of the City of Bryant is hereby amended to reflect the change of zoning classification set out in Section 1.

Section 3. The property affected by this ordinance is described in the attached Exhibit A.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BRYANT, ARKANSAS, on this the _____ day of _____, 2026.

_____
Mayor, Chris Treat

ATTEST:

_____
Mark Smith, City Clerk

EXHIBIT A

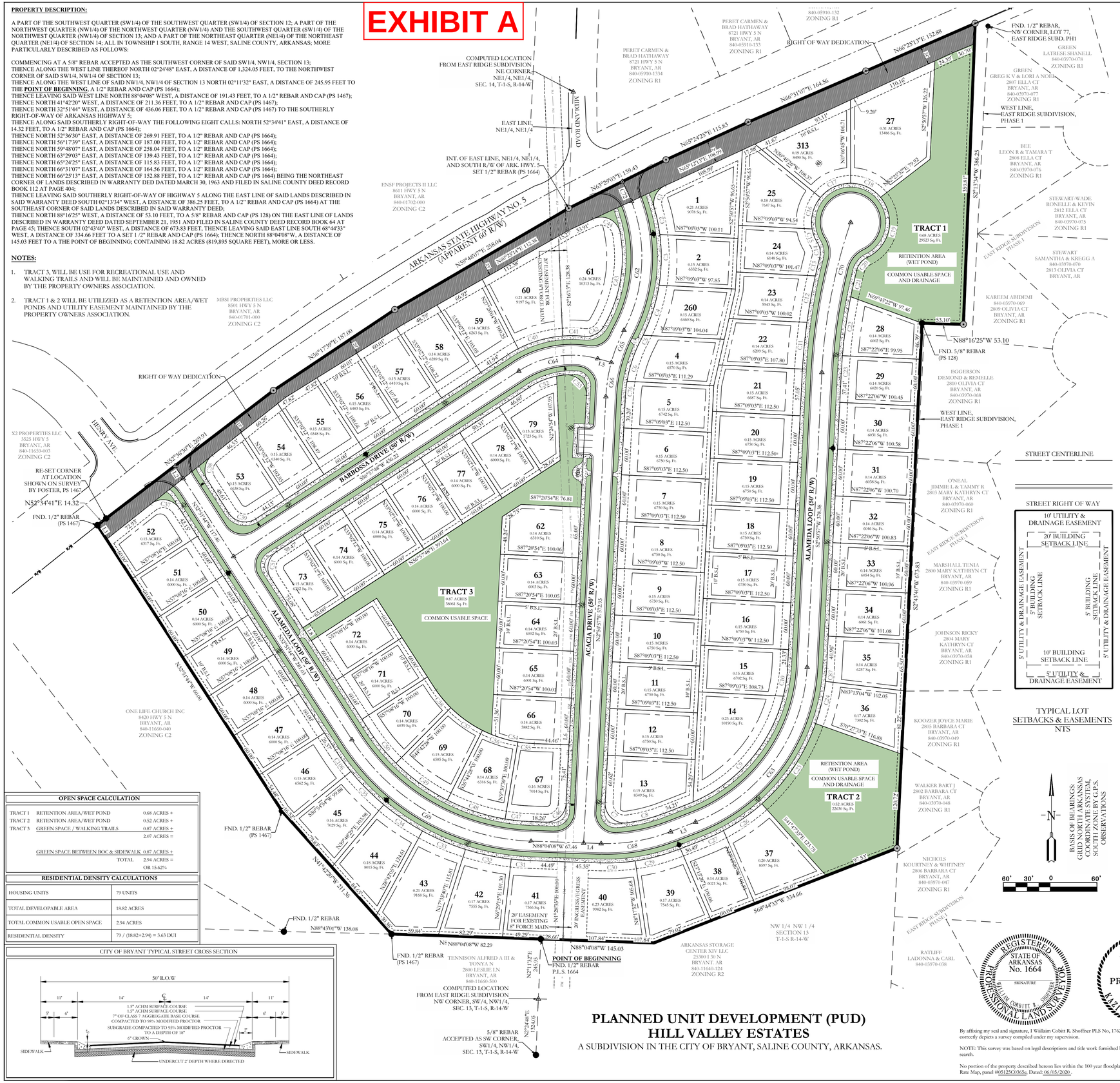
PROPERTY DESCRIPTION:

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 12; A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) AND THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 13; AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14; ALL IN TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" REBAR ACCEPTED AS THE SOUTHWEST CORNER OF SAID SW1/4, NW1/4, SECTION 13; THENCE ALONG THE WEST LINE THEREOF NORTH 02°24'48" EAST, A DISTANCE OF 1,324.05 FEET, TO THE NORTHWEST CORNER OF SAID SW1/4, NW1/4 OF SECTION 13; THENCE ALONG THE WEST LINE OF SAID NW1/4, NW1/4 OF SECTION 13 NORTH 02°11'32" EAST, A DISTANCE OF 245.95 FEET TO THE **POINT OF BEGINNING**, A 1/2" REBAR AND CAP (PS 1664); THENCE LEAVING SAID WEST LINE NORTH 88°04'08" WEST, A DISTANCE OF 191.43 FEET, TO A 1/2" REBAR AND CAP (PS 1467); THENCE NORTH 41°42'20" WEST, A DISTANCE OF 211.36 FEET, TO A 1/2" REBAR AND CAP (PS 1467); THENCE NORTH 32°51'44" WEST, A DISTANCE OF 436.06 FEET, TO A 1/2" REBAR AND CAP (PS 1467) TO THE SOUTHERLY RIGHT-OF-WAY OF ARKANSAS HIGHWAY 5; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING EIGHT CALLS: NORTH 52°34'41" EAST, A DISTANCE OF 14.32 FEET, TO A 1/2" REBAR AND CAP (PS 1664); THENCE NORTH 52°36'30" EAST, A DISTANCE OF 269.91 FEET, TO A 1/2" REBAR AND CAP (PS 1664); THENCE NORTH 56°17'39" EAST, A DISTANCE OF 187.00 FEET, TO A 1/2" REBAR AND CAP (PS 1664); THENCE NORTH 59°48'07" EAST, A DISTANCE OF 258.04 FEET, TO A 1/2" REBAR AND CAP (PS 1664); THENCE NORTH 63°29'03" EAST, A DISTANCE OF 139.43 FEET, TO A 1/2" REBAR AND CAP (PS 1664); THENCE NORTH 65°24'25" EAST, A DISTANCE OF 115.83 FEET, TO A 1/2" REBAR AND CAP (PS 1664); THENCE NORTH 66°31'07" EAST, A DISTANCE OF 164.56 FEET, TO A 1/2" REBAR AND CAP (PS 1664); THENCE NORTH 66°25'17" EAST, A DISTANCE OF 152.88 FEET, BEING THE NORTHEAST CORNER OF LANDS DESCRIBED IN WARRANTY DEED DATED MARCH 30, 1963 AND FILED IN SALINE COUNTY DEED RECORD BOOK 112 AT PAGE 404; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 5 ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN SAID WARRANTY DEED SOUTH 02°11'34" WEST, A DISTANCE OF 386.25 FEET, TO A 1/2" REBAR AND CAP (PS 1664) AT THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN SAID WARRANTY DEED; THENCE NORTH 88°16'25" WEST, A DISTANCE OF 53.10 FEET, TO A 5/8" REBAR AND CAP (PS 128) ON THE EAST LINE OF LANDS DESCRIBED IN WARRANTY DEED DATED SEPTEMBER 23, 1951 AND FILED IN SALINE COUNTY DEED RECORD BOOK 64 AT PAGE 45; THENCE SOUTH 02°43'40" WEST, A DISTANCE OF 673.83 FEET, THENCE LEAVING SAID EAST LINE SOUTH 68°44'33" WEST, A DISTANCE OF 334.66 FEET TO A SET 1 /2" REBAR AND CAP (PS 1664); THENCE NORTH 88°04'08"W, A DISTANCE OF 145.03 FEET TO A THE POINT OF BEGINNING; CONTAINING 18.82 ACRES (819,895 SQUARE FEET), MORE OR LESS.

NOTES:

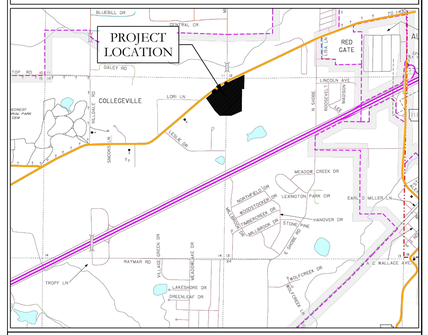
1. TRACT 3, WILL BE USE FOR RECREATIONAL USE AND WALKING TRAILS AND WILL BE MAINTAINED AND OWNED BY THE PROPERTY OWNERS ASSOCIATION.
2. TRACT 1 & 2 WILL BE UTILIZED AS A RETENTION AREA/WET PONDS AND UTILITY EASEMENT MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	35.43	25.00	81.20	N24° 36' 19"E	32.54
C2	33.85	226.08	8.58	N11° 42' 12"W	33.82
C3	65.27	226.08	16.54	N0° 51' 24"E	65.04
C4	67.49	226.08	17.10	N17° 40' 45"E	67.24
C5	57.16	180.00	18.19	N18° 34' 55"E	56.92
C6	57.16	180.00	18.19	N18° 34' 55"E	56.92
C7	43.76	25.00	100.28	N47° 17' 27"W	38.38
C8	48.27	200.00	13.83	S75° 39' 22"W	48.15
C9	184.69	200.00	52.91	S40° 27' 01"W	178.19
C10	38.91	200.00	11.15	S8° 25' 21"W	38.85
C11	60.08	725.00	4.75	S5° 27' 24"W	60.06
C12	60.52	725.00	4.78	S10° 13' 19"W	60.50
C13	23.97	725.00	1.89	S13° 33' 37"W	23.97
C14	20.10	25.00	46.06	N8° 31' 17"W	19.56
C15	18.96	50.00	21.72	N20° 41' 22"W	18.84
C16	42.82	50.00	49.07	S14° 42' 25"W	41.53
C17	44.20	50.00	50.64	S64° 33' 54"W	42.77
C18	43.94	50.00	50.35	N64° 56' 06"W	42.54
C19	91.20	50.00	104.51	N25° 29' 47"E	79.07
C20	22.06	25.00	50.56	N39° 28' 04"E	21.35
C21	34.71	675.00	2.95	N12° 42' 44"E	34.71
C22	76.25	675.00	6.47	N8° 00' 11"E	76.21
C23	22.59	675.00	1.92	S3° 48' 28"W	22.59
C24	55.67	250.00	12.76	N13° 09' 41"E	55.56
C25	125.08	250.00	28.67	N33° 52' 26"E	123.78
C26	60.05	250.00	13.76	N55° 05' 19"E	59.91
C27	29.55	250.00	6.77	N65° 21' 23"E	29.53
C29	56.42	250.00	12.93	N75° 12' 29"E	56.30
C30	44.76	250.00	10.26	N86° 48' 09"E	44.70
C31	24.65	310.00	4.56	S85° 47' 27"E	24.65
C32	60.09	310.00	11.11	S77° 57' 33"E	60.00
C33	60.09	310.00	11.11	S66° 51' 08"E	60.00
C34	60.09	310.00	11.11	S55° 44' 43"E	60.00
C35	60.09	310.00	11.11	S44° 38' 18"E	60.00
C37	41.69	25.00	95.54	S80° 37' 51"E	37.02
C38	36.85	25.00	84.46	S9° 22' 09"W	33.61
C39	39.35	25.00	90.17	S77° 56' 58"E	35.41
C40	59.46	150.00	22.71	N74° 01' 17"E	93.34
C41	28.34	150.00	10.83	S89° 12' 35"E	77.62
C42	28.69	25.09	65.51	N63° 18' 33"E	27.15
C43	124.39	176.08	40.48	N10° 10' 36"E	121.82
C44	45.70	25.00	104.73	S62° 25' 44"E	39.60
C46	38.87	25.00	89.08	S47° 23' 24"W	35.07
C47	34.38	260.00	7.58	N84° 16' 49"W	34.36
C48	78.20	260.00	17.23	N71° 52' 31"W	77.91
C49	81.53	260.00	17.97	N54° 16' 32"W	81.20
C50	56.40	260.00	12.43	N39° 04' 38"W	56.29
C51	39.19	25.00	89.83	N12° 03' 02"E	35.30
C52	37.93	100.00	21.73	N67° 49' 44"E	37.70
C53	42.66	25.00	97.78	S46° 02' 21"E	37.67
C55	21.16	160.00	7.58	N84° 16' 49"W	21.14
C56	35.41	160.00	12.68	N74° 09' 09"W	35.33
C57	50.17	160.00	17.97	N54° 16' 32"W	49.97
C58	34.71	160.00	12.43	N39° 04' 38"W	34.64
C62	170.72	201.08	48.65	N3° 21' 20"E	165.64
C63	258.76	225.00	65.89	N35° 47' 45"E	244.74
C64	105.38	125.00	48.30	S81° 06' 49"W	102.28
C65	88.84	205.00	24.83	S15° 15' 50"W	88.15
C66	88.84	205.00	24.83	S15° 15' 50"W	88.15
C68	91.06	225.00	23.19	N80° 20' 13"E	90.44
C69	274.61	285.00	55.21	S60° 27' 56"E	264.11
C70	196.46	700.00	16.08	S10° 53' 21"W	195.81
C72	27.97	201.08	7.97	N24° 57' 09"W	27.95
C76	20.85	180.00	6.64	N6° 10' 01"E	20.84
C87	17.16	250.00	3.93	N4° 48' 56"E	17.16

Line Table					
L#	Length	Direction	L#	Length	Direction
L1	21.58	N32° 51' 44.07"W	L5	18.20	N74° 44' 09.80"W
L2	19.37	N32° 51' 44.07"W	L6	60.00	S2° 50' 56.52"W
L3	34.21	S68° 44' 33.22"W	L8	19.70	N32° 51' 44.07"W
L4	22.38	N88° 04' 08.20"W			

VICINITY MAP:



CERTIFICATIONS:

OWNER:
Name: FINLEY & COMPANY
Address: P.O BOX 10, BRYANT, AR 72089

DEVELOPER:
Name: FINLEY & COMPANY
Address: P.O BOX 10, BRYANT, AR 72089

CERTIFICATE OF OWNER:

We, the undersigned, owners of the real estate shown and described herein do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

Source of Title: _____

Date of Execution _____ Name: _____

CERTIFICATE OF PRELIMINARY SURVEYING ACCURACY:

I, Corbitt R. Shoffner, hereby certify that this proposed preliminary plat correctly represents a survey completed by me, or under my supervision on _____, 2023; that the boundary lines shown hereon correspond with the description in the deeds cited in the above Source Title; and that all monuments which were found or placed on the property are correctly described and located..

_____ Signed: _____

Date of Execution — Jonathan L. Hope, Registered Professional Land Surveyor No. 1762 Arkansas

CERTIFICATE OF PRELIMINARY ENGINEERING ACCURACY:

I, Kazi Tamzidul Islam, hereby certify that this plat correctly represents a survey and a plan made by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type and material are correctly shown; and that all requirements of the City of Bryant Subdivision Rules and Regulations have been fully complied with.

_____ _____

Date of Execution — Kazi Tamzidul Islam, Registered Professional Engineer, No. 20876 Arkansas

CERTIFICATE OF PRELIMINARY PLAT APPROVAL:

All requirements of the City of Bryant Subdivision Rules and Regulations relative to the preparation and submittal of a Preliminary Plat having been fulfilled, approval of this plat is hereby granted, subject of further provisions of said Rules and Regulations.

_____ Signed: _____

Date of Execution — Rick Johnson, Chairman, Bryant Planning Commission

PROPERTY SPECIFICATIONS:

OWNER: FINLEY & COMPANY, P.O BOX 10, BRYANT, AR 72089
DEVELOPER/SUBDIVIDER: FINLEY & COMPANY, P.O BOX 10, BRYANT, AR 72089
ENGINEERS: HOPE CONSULTING INC. 129 N. MAIN STREET, BENTON, AR 72015
NAME OF SUBDIVISION: HILL VALLEY ESTATES
SINGLE FAMILY RESIDENTIAL
ALLOWABLE FACADE: BRICK, VINYL, GLASS & WOOD
SOURCE OF TITLE: SALINE COUNTY DOCUMENT BOOK 2023 PAGE: 010005

NUMBER OF LOTS: 79
PROPOSED ZONING: PUD
PROPOSED DENSITY 8.18 HOMES PER ACRE
SOURCE OF WATER: CITY OF BRYANT
SOURCE OF SEWER: CITY OF BRYANT
SOURCE OF ELECTRIC: FIRST ELECTRIC COOP
SOURCE OF GAS: CENTERPOINT ENERGY

BUILDING SETBACKS:
FRONT-20' OR AS SHOWN
REAR-10' OR AS SHOWN
SIDE-5' OR AS SHOWN

UTILITY & DRAINAGE EASEMENTS:
FRONT-10' OR AS SHOWN
REAR - 5' OR AS SHOWN
SIDE - 5' OR AS SHOWN

STREET RIGHT OF WAYS: 50' OR AS SHOWN
STREET WIDTH: 26' BOC TO BOC
LOT CORNERS: SET 1/2" REBAR WITH CAP

OPEN SPACE CALCULATION		
TRACT 1	RETENTION AREA/WET POND	0.68 ACRES +
TRACT 2	RETENTION AREA/WET POND	0.52 ACRES +
TRACT 3	GREEN SPACE / WALKING TRAILS	0.87 ACRES +
		2.07 ACRES =
	GREEN SPACE BETWEEN BOC & SIDEWALK	0.87 ACRES +
	TOTAL	2.94 ACRES =
		OR 15.62%

RESIDENTIAL DENSITY CALCULATIONS	
HOUSING UNITS	79 UNITS
TOTAL DEVELOPABLE AREA	18.82 ACRES
TOTAL COMMON USABLE OPEN SPACE	2.94 ACRES
RESIDENTIAL DENSITY	79 / (18.82+2.94) = 3.63 DU/I

CITY OF BRYANT TYPICAL STREET CROSS SECTION

PLANNED UNIT DEVELOPMENT (PUD)
HILL VALLEY ESTATES

A SUBDIVISION IN THE CITY OF BRYANT, SALINE COUNTY, ARKANSAS.

REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF ARKANSAS — No. 1664 — SIGNATURE — WILLIAM COBITT R. SHOFFNER

STATE OF ARKANSAS — LICENSED PROFESSIONAL ENGINEER — NO. 20876 — KAZI TAMZIDUL ISLAM

By affixing my seal and signature, I Williaim Cobitt R. Shoffner PLS No, 1762, hereby certify that this drawing correctly depicts a survey compiled under my supervision.

NOTE: This survey was based on legal descriptions and title work furnished by others and does not represent a title search.

No portion of the property described hereon lies within the 100 year floodplain, according to the Federal Insurance Rate Map, panel #05125C0365e, Dated: 06/05/2020 .

LEGEND

- (P) — No Parking Sign
- — Stop Sign
- — Street light
- FH — Fire Hydrant
- △ — Computed point
- ● — Found monument
- ⊙ — Set #4 RB/Plas. Cap (SIP)
- (D) -- Deeded
- (M) -- Measured
- (P) -- Platted

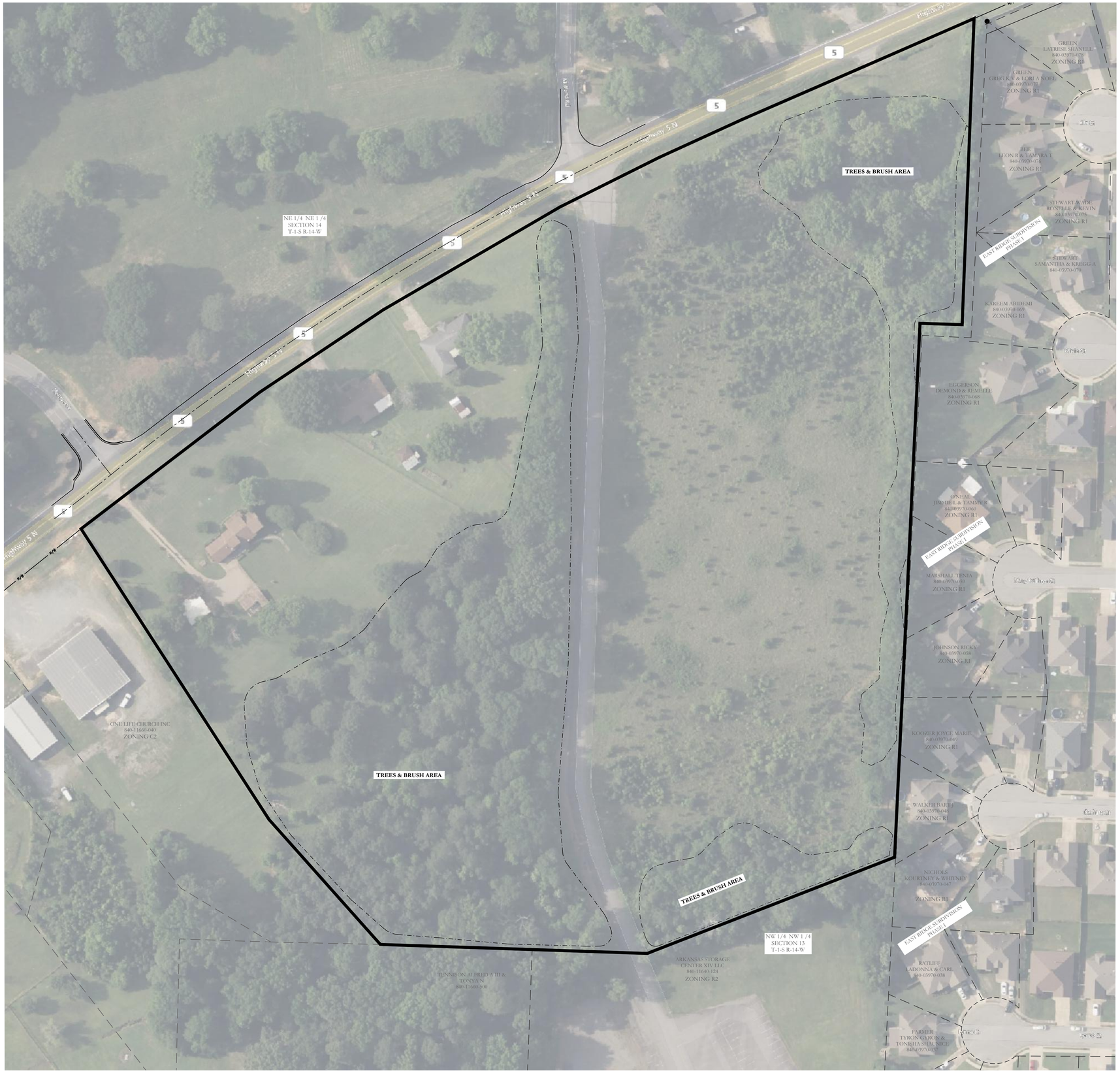
HOPE CONSULTING — ENGINEERS - SURVEYORS
129 N. Main Street, Benton, Arkansas 72015
PH. (501)315-2626
FAX (501) 315-0024
www.hopeconsulting.com

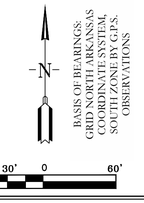
FOR USE AND BENEFIT OF:
FINLEY & COMPANY

PLANNED UNIT DEVELOPMENT (PUD)
HILL VALLEY ESTATES
A SUBDIVISION IN THE CITY OF BRYANT, SALINE COUNTY, ARKANSAS.

DATE:	06/06/2026	C.A.D. BY:	B.JOHNSON	DRAWING NUMBER:
REVISED:		CHECKED BY:		24-0427
SHEET:		SCALE:	1" = 60'	

500	01S	14W	0	14	110	62	1762





60' 30' 0 60'

HOPE CONSULTING
ENGINEERS - SURVEYORS

129 N. Main Street,
Benton, Arkansas 72015
PH. (501)315-2626
FAX (501) 315-0024
www.hopeconsulting.com

FOR USE AND BENEFIT OF:

FINLEY & COMPANY

PLANNED UNIT DEVELOPMENT (PUD)
EXISTING VEGETATION
HILL VALLEY ESTATES

A SUBDIVISION IN THE CITY OF BRYANT, SALINE COUNTY, ARKANSAS.

DATE: 05/22/2024	C.A.D. BY: B.JOHNSON	DRAWING NUMBER:	
REVISED:	CHECKED BY:	24-0427	
SHEET:	SCALE: 1" = 60'		

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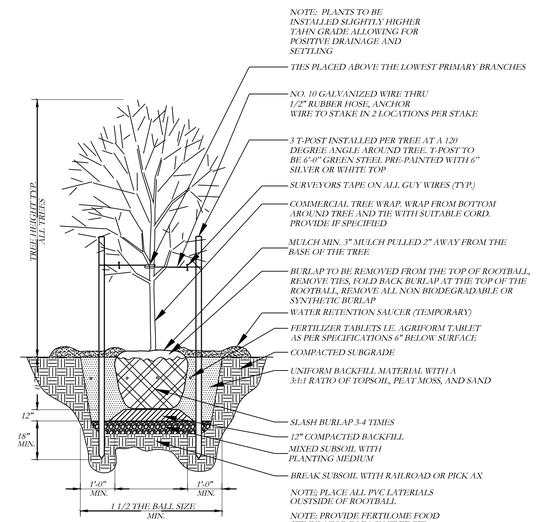
R:\Land Projects\2024\Submissions\05022\24-0427 Hill Valley\Dwg\24-0427 Hill Valley.dwg, 5/22/2024 8:09:49 AM, Bryan Hope

TREE TYPES	TREE SPECIES	QUANTITIES	HEIGHT AT MATURITY	CALIPER
SHRUBS	DWARF YAUPON HOLLY	36	3'-5'	Wide 3'-6'
EVERGREEN TREE	TAYLOR JUNIPER	68	15'	>2"

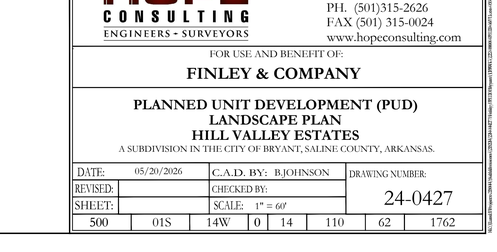
LANDSCAPE LEGEND

COMMON NAME:	BOTANICAL NAME:	HEIGHT AT MATURITY:	QTY.:
SHURBS COMPACTA HOLLY - 6' O.C. - 5 GAL.	GLOSSY ABELIA / ABELIA X GRANDIFLORA	6'-0"	REFER TO PLAN
EVERGREEN TREES	CHOOSE FROM LIST OF SPECIES INCLUDED IN THE CITY OF BRYANT LANDSCAPING CODE		-
SOD (INCLUDES MULCH BEDS)	BERMUDA		





1 TREE PLANTING DETAIL
No Scale



NOTES:
1. PROVIDE WEED CONTROL AND/OR FERTILIZER AS SPECIFIED BELOW.
2. WEED CONTROL AND FERTILIZER MAY BE APPLIED AT A LATER DATE TO COMPLY WITH SEASONAL CONDITIONS AND THE GROWING PERIOD.
3. PROVIDE AGRIFORM TABLETS AS PER MANUFACTURERS RECOMMENDATIONS.
4. PROVIDE HOMOGENOUS BACKFILL PLANTING MIXTURE OF 3:1 RATIO TOPSOIL TO PEATMOSS AND/OR OTHER APPROVED SOIL ADMENDMENTS.
5. PROVIDE FERTILOME ROOT STIMULATOR OR APPROVED EQUAL IN PITS.
6. APPLY BALAN PREEMERGENT WEED CONTROL OR APPROVED EQUAL TREATMENT ON ALL SHRUB AND GROUNDCOVER BEDS.

2 SHRUB PLANTING DETAIL
NTS

GENERAL NOTES

QUANTITIES SHOWN ARE FOR CONVENIENCE ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THEIR OWN COUNT.

ALL SHRUBS AND TREES SHALL RECEIVE PLANTING BACKFILL OF 2/3 TOPSOIL AND 1/3 COMPOST BY VOLUME AND 2 LBS OF 14-14-14 TIMED-RELEASE FERTILIZER PER CUBIC YARD OF BACKFILL.

ALL BEDS INSIDE LAWN AREAS TO BE EDGED WITH 4" PAINTED STEEL EDGING.

TOPSOIL SHALL BE ADDED AS NEEDED TO CREATE A SMOOTH FINISH GRADE ON PLANTING AND SODDED AREAS.

ALL TREES AND SHRUBS SHALL BE THOROUGHLY WATERED IMMEDIATELY AFTER PLANTING.

ALL NON-PAVED AREAS NOT SHOWN AS PLANTING BEDS SHALL BE SODDED WITH SOLID TIFWAY 419 BERMUDA SOD. CONTRACTOR SHALL CALCULATE ALL SODDED AREAS.

NO TREES MAY BE PLANTED WITHIN 5' OF PUBLIC UTILITIES. MAINTAIN 5' SEPARATION BETWEEN TREES AND ANY EXISTING / PROPOSED UTILITY MAINS.

MAINTENANCE OF LANDSCAPING

THE OWNER, TENANT, OR AGENT, IF ANY SHALL BE RESPONSIBLE FOR PROVIDING, PROTECTING AND MAINTAINING ALL LANDSCAPING IN HEALTHY GROWING CONDITIONS, REPLACING IT WHEN NECESSARY TO ENSURE CONTINUOUS CONFORMANCE WITH THESE GUIDELINES AND KEEPING IT FREE FROM REFUSE AND DEBRIS. MAINTENANCE SHALL INCLUDE THE REPLACEMENT OF ALL DEAD PLANT MATERIAL WITHIN THE GUARANTEED CONTRACT PERIOD.

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FOR USE AND BENEFIT OF:
FINLEY & COMPANY

PLANNED UNIT DEVELOPMENT (PUD)
LANDSCAPE PLAN
HILL VALLEY ESTATES
A SUBDIVISION IN THE CITY OF BRYANT, SALINE COUNTY, ARKANSAS.

DATE:	05/20/2026	C.A.D. BY:	B.JOHNSON
REVISED:		CHECKED BY:	
SHEET:		SCALE:	1" = 60'

DRAWING NUMBER: 24-0427

500	01S	14W	0	14	110	62	1762

R:\Land Projects\2024\Landdevelopment\2024-0427\Data\PDWG\LDD-24-0427.dwg, 05/20/2026 10:38:00 AM, Brandon Hall, 1:1

HOPE CONSULTING

129 North Main Street, Benton, Arkansas 72015
(t) 501-315-2626 (e) www.HopeConsulting.com

May 19, 2026

Colton Leonard
City of Bryant
210 S.W. 3rd Street
Bryant, Arkansas 72022

RE: Hill Valley: Planned Unit Development

Colton,

I am writing to propose Hill Valley, a vibrant new neighborhood within our community that promises to enhance the quality of life for its residents and contribute positively to the overall appeal of Bryant. This project will be proposed as a Planned Unit Development.

This 18.8-acre property on Highway 5, will consist of 79 lot residential neighborhood. This development includes green spaces for walking trails weaving through property, providing residents with opportunities for exercise and leisurely strolls.

We look forward to discussing this Planned Unit Development with you further and working collaboratively to bring this exciting project to fruition for the benefit of all Bryant residents.

We would like this to be included in the June 8th Planning Commission meeting at 6 p.m.

Please contact me at (501) 860-0467 if you have any questions.

Sincerely,

Jonathan Hope

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HILL VALLEY PHASE 1, A SUBDIVISION TO THE CITY OF BRYANT, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That **Arkansas Storage Centers 14** ("Declarant/Developer"), an Arkansas limited liability company, being the owner and developer of the following-described property located in the City of Bryant, Saline County, Arkansas, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO (the "Property")

said Property having been duly platted as **Lots # 1-79**, Hill Valley Phase 1, an addition to the City of Bryant, Saline County, Arkansas, a copy of said Plat being attached hereto as Exhibit "B", and hereinafter referred to as "Hill Valley" ("the Subdivision"), this Declaration of Covenants, Conditions and Restrictions ("Declaration" or "Covenants") being for the benefit of Declarant and each successive owner of any Lot within the Property, and to provide for the efficient preservation and maintenance of the Property and Common Property contained therein, the Declarant desires to impose upon the Property the covenants, conditions, restrictions, easements, and charges contained in this Declaration and, further, hereby creates the **Hill Valley Property Owners Association** ("Association") to which will be delegated and assigned the power and obligation of maintaining the Property and Common Property and other Association business in accordance with the terms of this Declaration.

And the Declarant, as owner and developer of the Property and Subdivision, does hereby state that these Covenants shall establish covenants running with the land for the period of time hereinafter set forth, as provided by law, and shall be binding upon all purchasers and owners of Lots within the Subdivision, and upon such owners' heirs, personal representatives, successors and assigns, and upon all persons claiming under them.

1. Definitions.

The following words, when used in these Covenants or any amendments or supplements hereto shall have the meanings set forth below:

"Addition" or "Subdivision" shall mean and refer to the Property described above.

"Association" shall mean and refer to "Hill Valley Property Owners Association" established contemporaneously with the filing of this Declaration.

"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 ByLaws of the Association.

"Builder" shall mean a residential builder licensed under Arkansas law.

"Common Property/Properties" shall mean and refer to the areas of mutual enjoyment and benefit within the Subdivision as identified on the Plat and to any and all other areas which service the Subdivision and Property or which is intended for or devoted to the common use, service and enjoyment of the Members of the Association, including but not limited to all easements, perimeter fencing, entry-ways, monuments, and drainage retention/detention ponds. Upon conveyance, the Association shall hold such title to the Common Property 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 or receive the benefits therefrom. The Declarant reserves the right to affect redesigns, reconstructions and/or reconfigurations of the Common Property and execute any open space declarations applicable to the Common Property.

"Declarant" and "Developer" shall mean and refer to Arkansas Storage Centers 14, an Arkansas limited liability company, and its successors and assigns.

"Lot" or "Lots" shall mean and refer to any plot or tract of land which is properly identified or designated as a lot on the Plat, but also may include lots within additional property upon and after the date which they are properly annexed or added to the Subdivision (as the context may require).

"Member" or "Members" shall mean and refer to each owner of a Lot.

"Owner(s)" shall mean the owner of a Lot 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.

"Plat" shall refer to the plat of Hill Valley Phase 1, filed of record in Saline County, on _____, Book _____, Page_____, and as attached as Exhibit "B".

2. Membership and Voting Rights in the Association; Additions.

(a) Membership. Every Owner of a Lot shall automatically be a member of the Association. In the event the Owner of a Lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

(b) 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. Notwithstanding, the Declarant shall have four (4) votes per Lot owned by the Declarant on all matters until Declarant has conveyed 99% of the Lots to other Owners (at which time the Declarant shall have one (1) vote per Lot still owned).

(c) Election of Board of Directors. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Bylaws to the contrary, the Declarant shall be entitled to appoint all of the initial Members of the Board of Directors of the Association. This right shall continue until the sooner of when (1) the Declarant formally turns over control to the Association, which may be accomplished by the Declarant appointing replacement Directors consisting of Lot Owners other than Declarant (or via resignation if no replacement Directors are available) or (2) the Declarant (or an affiliated successor thereof) no longer has any ownership interest in any Lots.

(d) Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Bylaws of the Association as the same may be amended from time to time. Subject to the provisions of Section (b) above and any other provision to the contrary set out in these Covenants or the Bylaws, any action by or on behalf of the Association, except for actions allowed to be taken by the Board of Directors alone, 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.

(e) Additions to the Property/Subdivision. Additional tracts of land together with the improvements situated thereon may become subject to this Declaration and Covenants and added to the Subdivision if properly approved by procedures set forth in these Covenants or the Bylaws of the Association, or by the annexation of additional property which can be accomplished by Declarant (or an affiliated corporate owner) at any time without the joinder of any other party by recording a Supplemental Declaration hereto or by noting such annexation on a separate instrument/declaration for the additional lands to be annexed hereto. Upon doing so, any additional property subjected to this Declaration and added to the Subdivision shall be included in and deemed a part of the Association, subject to all rights, privileges, and obligations associated therewith pursuant to the terms hereof and the Bylaws.

3. Assessments.

(a) Liens. Each Owner, except Declarant (and its affiliates), of any Lot, by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association:

(i) A one-time Initial Assessment upon receiving a deed for a Lot to supplement Regular Assessments for maintenance, taxes and insurance on Common Properties and other Association expenses.

(ii) Annual assessments or charges for maintenance, taxes and insurance on Common Properties as herein set forth and as established by the Association;

(iii) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided;

(iv) Special individual assessments which might be levied against individual Lot Owners 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;

(v) Individual assessments and fines levied against individual Lot Owners for violation of rules and regulations pertaining to the Association and/or Common Properties.

The annual and special assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a continuing lien against the Lot owned by the party failing to make the payment as due. Assessments shall be made pursuant to the Bylaws of the Association.

(b) Purpose. The assessments levied by the Board on behalf of the Association shall be used to enhance the natural environment, appearance and beauty of the Subdivision, promote the health, recreation, safety, and general welfare of the residents, and maintenance, repair and improvement the Common Properties.

(c) Deposit of Assessments. All sums from Assessments or related payments shall be collected and held by the Association and shall be used for the purposes set forth in these Covenants and the Bylaws of the Association.

(d) Initial Assessment. Upon the conveyance and/or closing of any Lot (and for all closings or conveyances of the same Lot thereafter), the new Owner shall pay a one-time Initial Assessment in the amount of **$150.00** (no proration). This Initial Assessment shall be collected at closing by the closing company/agent or shall be paid by the new Owner upon conveyance and/or closing, without additional notice required from the Association. The Initial Assessment may also include transfer fees payable to the Association's management company under a management contract, as applicable. The Board may waive or suspend this requirement but such a decision shall not affect the applicability and validity of future Initial Assessments.

(e) Annual Assessments. The initial annual assessment per Lot shall be **$265.00**. Thereafter, the assessment rate shall be set by a vote of the Board of Directors of the Association. 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. All regular assessments shall be collected in advance and shall be due on or before January 1 for the year it is due or whatever other date as amended by the Board. The Board of Directors may not increase the annual assessments by more than twenty-five percent (25%) over the previous year's assessment without the approval of a majority of the Lot Owners to raise their assessments. Notwithstanding anything herein to the contrary, each Board member shall be entitled to receive a rebate (at the expiration of the Board member's term) of the Annual Assessments that the Board member paid for its respective Lot during the Board member's term, if the Board member fulfilled its duties under these Covenants and complied in all material respects with the terms thereof for its full term. If a Board member owns more than one Lot, it shall only be entitled to a rebate for the Annual Assessment amount for one Lot owned by such Board member.

(f) Special Assessments. In addition to the regular assessments authorized above, the Board may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any capital improvements, common properties/areas, or easements within the Subdivision. The decision to make the special assessment and the amount of the special assessment shall be made in accordance with the Bylaws of the Association, subject to the terms of this Declaration.

(g) Special Individual Assessments. In addition to the Individual Assessments authorized below, the Board may levy in any year a Special Individual Assessment for the purpose of reimbursing the Association for any extra costs for maintenance and repairs caused by the willful or negligent acts of an individual Owner, his family, guests or invitees. As used herein, the term “Special Individual Assessment” shall mean those assessments made to any individual Owner pursuant to this Section.

(h) Individual Assessments. The Board may, in its sole discretion, at any time and from time to time levy and assess as individual assessments (collectively, the “Individual Assessments”) against any Lot: (i) fines against an Owner and such Owner’s Lot for the violation of rules and regulations pertaining to the Association and/or Common Areas, (b) any costs or expenses, including, without limitation, collection costs, professional engineering and architectural fees and expenses, attorneys’ fees and expenses, court costs and any administrative costs and expenses incurred by or on behalf of the Committee or the Association as a result of the failure of any Owner, occupant or their respective family members, agents, guests, servants, employees, invitees and contractors, to at all times observe and perform their respective duties and obligations under this Declaration, (c) any fees, charges and other costs incident to the use of any of the Common Areas for which a charge for the use thereof has been established by the Board, and (d) any costs, charges or other amounts payable by any Owner for any special services which the Association and such Owner may

have contracted for which have been or will be provided to such Owner by the Association. The Individual Assessments provided for in this Section shall be levied by the Board and the amount and due date of such Individual Assessment shall be specified by the Board in a notice to such Owner, which due date shall be no earlier than 30 days from the date of such notice or billing invoice for such Individual Assessment.

(i) Effect of Nonpayment. If any assessment or fine or any part thereof is not paid on the dates 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 becoming 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, executors, 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 or House.

(j) Collection. No set-off shall be allowed to any Lot Owner for repairs or improvements made by or on behalf of any Lot Owner, or for services contracted for by any Lot Owner without the express written authorization of the Board. The Board shall be entitled to collect from the Lot Owner all legal costs, including a reasonable attorney's fee incurred by the Association in connection with or incidental to the collection of such assessment, or in connection with the enforcement of the lien resulting therefrom. The lien of the assessments shall be subordinate to the lien of any bona fide first mortgage upon a Lot.

4. Duties and Powers of Association.

The affairs of the Association shall be conducted by its Board. In addition to the duties and powers of the Association as set forth in the Bylaws, or as set forth herein, and in order to carry out the obligations of the Association, the Board shall have the following rights and powers and may provide for and pay for, out of assessments, the means to exercise the following rights and powers:

(a) Maintain and otherwise manage all the Common Properties and all improvements and landscaping on the Common Properties and at the entrances to the Subdivision, including provision for taxes, insurance and utilities which pertain to Common Properties.

(b) Hire legal and accounting services to serve the Association.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its Members.

(d) Authority to employ a manager or other person under contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, including, but not limited to, a yard maintenance service. The manager under contract may be affiliated with the Developer.

(e) Provide materials or other supplies or services which the Board may be required to obtain or pay for pursuant to these Covenants for the benefit of the Association.

(f) To enter into contracts, maintain one (1) or more bank accounts and generally to have all powers necessary or incidental to the operation and management of the Association.

(g) To execute all declarations of ownership for tax assessment purposes as necessary.

(h) To make reasonable rules and regulations for the operation of the Common Properties and to amend these Covenants from time to time.

(i) To request and accept funds from the Developer/Declarant, or an affiliated Builder, to support and subsidize Association matters and expenses, when necessary, and to reimburse Developer/Declarant, or the affiliated Builder, for such funds upon receipt of written invoice/request.

5. Limitation on Liability.

The Association shall be entitled to all protections afforded under the Revised Uniform Unincorporated Nonprofit Association Act, Ark. Code Ann. § 4-28-601, et al. Neither any Member nor 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 Association or otherwise. Neither the Declarant, the Association, its Directors, Officers, Agents or Employees shall be liable for any damages, including, but not limited to, incidental or consequential damages, for the exercise or failure to exercise any of its rights hereunder, or for failure to inspect any premises, improvements or portion thereof, or for failure to repair or maintain the same.

6. Property Rights in the Common Properties.

(a) Members' Rights. Every Member and their family members has the non-exclusive right to benefit from, use and enjoy the Common Properties subject to all applicable codes and ordinances, including without limitation the right to benefit from any services, whether utility or otherwise, that the Common Property offers. Such right is an appurtenance to the Property and passes with the title to every Lot; provided, however, it does not give such person (except for the Declarant and its affiliates) the right to make alterations, additions or improvements to the Common Property.

(b) Title to the Common Properties. The Declarant may convey title to the Common Properties to the Association, or in the case where easements constitute part of the Common Properties, Declarant may assign and transfer such easements to the Association, subject to the lien of taxes and assessments for the current year not yet due and payable, utility easements, pipelines, set-back lines, mineral interests and other restrictions of record. Upon such conveyance, the rights, obligations and liabilities with respect to any such Common Properties shall belong solely to the Association.

(c) Extent of Members' Rights in Common Property. The rights and easements created hereby shall be subject to the following:

(i) All applicable local, state and federal codes, ordinances and restrictions, with specific regard to construction limitations and maintenance requirements as set forth herein or otherwise.

(ii) The right of the Board to prescribe or to enact regulations governing the use, operation, and maintenance of the Common Property.

(iii) The right of the Association in accordance with its Bylaws to borrow money for the purpose of improving, maintaining and servicing Common Property and facilities.

(iv) The right of the Association as may be provided by its Bylaws and the provisions of this Declaration to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Property for any period during which any assessment against a Lot owned by such Member remains unpaid, including the right to seek reimbursement or damages from the delinquent Member therefor.

(v) The right of the Association to dedicate or transfer all or any part of the Common Property to any municipality, county, or public agency, authority or utility for such purposes and upon such conditions as the Board of the Association may determine in its sole discretion.

7. Maintenance of Common Property.

(a) Association's Responsibility.

(i) The Association shall maintain and keep in good repair, service, condition and function the Common Properties owned by the Association, including the entrances. The Association shall also maintain any owned perimeter and/or screen fencing that may surround the borders of the Subdivision or divide parts of the Subdivision from properties (commercial or otherwise) outside of the Subdivision. The maintenance of the Common Properties shall include, without limitation, maintenance, repair, replacement, planting, sodding, and all other necessary maintenance and repairs of whatsoever nature as may be required by city, state or federal code or ordinance with respect to the Common Property and the facilities related thereto.

(ii) The cost to the Association of maintaining the Common Property shall be assessed equally among the Members as part of the assessments pursuant to the provisions of these Covenants, except as otherwise stated

herein.

(iii) In the event a Member or Owner (except for Declarant or its affiliates) fails to follow or otherwise violates the covenants, conditions, and/or restrictions contained in this Declaration after the Declarant turns over control of the Board, the applicable City or County within which the Subdivision is located may exercise all rights of the Association contained in this Declaration, including, but not limited to, the right to impose Special Assessments and impose liens against individual Members/Owners (except for Declarant or its affiliates), subject to applicable City or County regulations.

8. Easements.

Other than for primary service of the Subdivision and within platted easements, there shall be no above-ground service for utilities except those lines or poles that shall be approved, in writing, by a majority vote of the Board. Each Owner shall be responsible for the protection of underground utilities located on his or her Lot and shall prevent and be precluded from any alteration of grade or construction activity which may interfere with said utilities.

9. Use and Division of Lots.

No Lot may be divided, subdivided, or otherwise split. The Subdivision (and each Lot situated therein) shall be constructed, developed, occupied and used as follows:

(a) Residential Lots. All Lots within the Subdivision shall be used, known and described as Residential Lots. Only one single family residential dwelling shall be permitted on each Lot. In addition, only customary and usual necessary structures may be constructed on each Lot as may be permitted by City regulations. No building or structure intended for or adopted to business purposes shall be erected, placed, permitted or maintained on any Lot. This Covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry (including oil/gas production), business, trade or profession within the Subdivision and/or within any Lot. The restrictions on use herein contained shall be cumulative of and in addition to such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City or any other governmental authority or political subdivision having jurisdiction over the Subdivision.

(b) Residential Purposes. By acquisition of any Lot within the Subdivision, each Owner (excluding bona fide home builders) covenants with and represents to the Declarant and to the Association that the Lot is being specifically acquired for the specific and singular purpose of constructing and using a single family residential dwelling thereon, or as a residence for such owner and/or owner's immediate family members.

(c) Submission of Plans. In order to maintain a beautiful and pleasing setting in the Subdivision, two (2) sets of building and site improvement plans and specifications must be submitted to the Architectural Control Committee ("Committee") for its approval prior to the commencement of construction (this requirement shall not be applicable to the Declarant or any affiliates thereon). The Committee shall act to enforce the requirements of these Covenants in a reasonable manner. The Committee has the authority to maintain the architectural conformity of the Subdivision, 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 the Subdivision. The Committee shall consider such matters as the proposed square footage, location, materials, exterior style and landscaping, etc. The Committee may adopt rules or bylaws 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. The Board may also exercise the duties of the Committee in the event the Board deems it necessary and efficient to do so.

(d) Minimum Square Footage. The minimum heated and cooled square footage for any single family home construction on the Lot within the Subdivision shall be determined by the Committee.

(e) Architectural Requirements.

(i) Each dwelling shall front a dedicated public street.

(ii) No building shall be located closer to the street than the minimum building or set-back lines shown on the recorded Plat.

(iii) All residences shall have roof shingles that are like the original in color (grey/charcoal/black). Deviation from this color requires approval from the ARC.

(f) Additions to Existing Structures. All additions to the Property shall conform to the basic styling and materials of the dwelling on any Lot. All additions shall fall within the building set-backs on said Lot and shall not be placed over any drainage or utility easement. All improvements shall be constructed in accordance to applicable City codes, rules and regulations. Any additions contemplated by the home owner or lot owner must submit plans prior to construction to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny or change any request for an addition to an existing structure.

(g) Surface Drainage. Each Lot shall receive and drain in an unobstructed manner the storm and surface waters from Lots and drainage areas of higher elevation and from public streets and easements. No Lot Owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his Lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected Lot Owner and by the City.

(h) Garage and Detached Structures and Storage Buildings. All residences constructed in the Subdivision shall have a private garage to accommodate a minimum of two (2) automobiles (provided, however, that this requirement shall not apply to residences constructed by Declarant or its affiliates). No carports are allowed on the side, rear or front yards of any Lots. Each garage shall be fully enclosed and contain a full-length overhead style door. All garage doors are to be kept closed when not entering or exiting the garage. Any detached structure to be built on a Lot, such as a covered entertainment area, guest house, pool house, storage building, or other structure, shall conform to the basic styling and materials of the residential dwelling. Any detached structure contemplated for construction by any home owner or lot owner must, prior to construction, submit acceptable plans to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny or change any request for an addition to any existing structure.

(i) Temporary Structures. No trailer, mobile home, tent, construction shack, or other outbuilding shall be erected on any Lot in the Subdivision except for temporary use by construction contractors for a reasonable period of time.

(j) Fences. No fence shall be constructed on any Lot beyond the point that is five (5) feet behind the front building line of any dwelling (excluding garages from the measurement) or between said point and the front lot line of any Lot. No fence on a corner lot shall be constructed beyond the side set-back line toward the street, except for the community entry. Further, the placement/location of any perimeter fencing around the Subdivision as initially installed by the Declarant and/or original developer may not be adjusted, relocated or moved without the prior consent of the Committee and/or the Board. Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot, provided, however, that this requirement shall not apply to portions of fences constructed on interior (non-street facing), common Lot lines shared by Owners/Members. All fences must be installed by a professional installer and shall be six foot (6') wood privacy fencing with vertical boards (not horizontal) and no chain-link fences, wire, hog wire, or other similar materials shall be permitted. Prior to installation, the fence design and name of the installer must be approved by the Committee.

(k) Mailboxes. All mailboxes shall be approved by the United States Postal Service. The type of construction shall be consistent with the design established by the Developer. Community mailbox is an approved alternative subject to approval of the United States Postal Service.

(l) Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign advertising the Property for sale, resale or rent, or signs used by builder or agent to advertise the Property during the construction and sale of a dwelling thereon. In no event shall any such sign stand more than seven (7) feet above ground level, nor be more than five (5) square feet in size, nor be lighted at night. These signage restrictions and requirements shall not apply to Declarant.

(m) Parked Vehicles. All vehicles parked in the front of the front building line must be parked on the driveway. No inoperative vehicles of any nature shall be permitted to remain on any Lot or Lots for a period in excess of one (1) day. Except on special occasions such as holidays or events at an Owner's residence, and subject to applicable law, all

parking shall be in driveways or garages and shall not be on a street or on any yard. Accordingly, no vehicle shall be parked overnight on a street. No parking of vehicles shall interfere with any construction activities of the Declarant or a Homebuilder during development of the Subdivision or construction of residences therein. Any violation of this section may result in a towing of the vehicle at the owner's expense per municipal regulations. No vehicle maintenance shall be performed on the streets or in the front yards or on parking pads of any Lot.

(n) Appearance of Lot. All Owners shall be required to keep their Lot (including improvements and sidewalks thereon) 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 four (4) inches. No playgrounds, swing sets, trampolines, swimming pools, picnic tables, or other similar equipment is allowed in the front yards of any Lot. The Board and Committee may promulgate rules and regulations regarding the maintenance of Lots and adequate enforcement mechanisms in the event a Lot is not properly maintained. Upon failure of the Owner to maintain or landscape the grounds of any Lot in accordance with the provisions above, the Association may, upon 15 day's written notice to the Owner, cause the grass, weeds and vegetation to be cut. The cost of any maintenance required under this section and any enforcement costs shall be assessed to the Owner, and shall constitute a lien upon the Lot, and may be collected in accordance with the terms of this Declaration.

(o) Recreational Vehicles and Accessories. No boats, trailers, recreational vehicles, and vehicles used for recreational purposes are allowed in the subdivision unless they are stored in a private garage.

(p) Storage and Construction Materials. Construction materials may only be stored on a Lot for thirty (30) days prior to the commencement of construction. Thereafter, construction is to be completed within a reasonable period of time. The Declarant shall be allowed to store materials on a Lot in an orderly fashion as long as may be reasonably necessary.

(q) Garbage/Dumping/Pets. Dumping is prohibited in the Subdivision. All trash, garbage or other waste shall be kept in sanitary containers that shall be located at the rear of each residential unit or enclosed garages and must be out of sight from the street. All Lots shall be maintained in a neat and orderly condition at all times. Owners shall keep animals and pets on a leash at all times that the animal and/or pet is outside of the Owners home or fenced in Lot (including while on any other Lot or the Common Areas). Owners shall immediately pick up and dispose of any animal or pet waste that occurs on a Lot or the Common Areas.

(r) Model Home and Construction Facilities. Model homes for the purposes of home sales are permitted by the Declarant. The garage of model homes may be used as sales offices. One trailer or temporary building may be located on a residential lot by the Declarant and used as a construction office until the Subdivision reaches one-hundred percent (100%) occupancy.

10. Nuisances.

No noxious or offensive activity shall be carried on in, upon, or around any residence or Lot or in or upon any Common Property or easement areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining Owners or their tenants or licensees or any of them, which shall in any way interfere with the quiet enjoyment of such of the Owners, tenants, or licensees of his respective residence of Lot or which shall in any way increase the rate of insurance for the Property.

11. Regulations.

Reasonable regulations concerning the use of the Property, including Common Property and all other areas which the Association maintains, regardless of fee ownership, may be made and amended from time to time by the Association.

12. Enforcement of Obligations: Miscellaneous.

(a) Each Owner shall be governed by and shall comply with the terms of these Covenants and the Bylaws of the Association. Upon failure of an Owner to so comply, the Declarant, the Association, any mortgagees having a first lien, or other Owners shall have the right to institute legal proceedings, and the prevailing party shall be entitled to recover its or his legal costs, including reasonable attorney's fees. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant, or other provision of the hereinabove named

documents, shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance therewith.

(b) Fines. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and his Lot if the Owner or Resident, or the Owner or Resident's family, guests, employees, tenants, agents, or contractors violate a provision of the Documents. Fines may be levied for each violation or for each day a violation continues, and do not constitute a waiver or discharge of the Owners obligations under the Documents.

(c) Any and all of the provisions contained in these Covenants may be changed or amended at any time by a written instrument signed and acknowledged by the Declarant during such period that the Declarant (or an affiliated successor thereof) is the record owner of at least one (1) Lot, or alternatively these Covenants may be amended or terminated at any time by a written instrument signed and acknowledged by the Owners of sixty percent (60%) of the Lots (provided, however, that any instrument purporting to terminate the Declaration and Covenants shall require signatures and acknowledgement of one-hundred percent (100%) of the Owners of the Lots). In the event of any conflict between an amendment or termination properly executed by the Declarant (during its ownership of at least one (1) Lot) and any amendment or termination properly executed by the Owners, the instrument executed by the Declarant shall prevail during the time of the Declarant's ownership of at least one (1) Lot. The provisions of any instrument amending or terminating these Covenants shall be effective from and after the date it is properly recorded (provided, however, that the Owners may not terminate these Covenants during the time that Declarant owns at least one (1) Lot). Section 12(c) of these Covenants shall not be amended without the Declarant's approval.

(d) Notice. Any notice required to be given to any Member or Owner shall deemed to have been properly delivered when deposited in the United States mail, postage pre-paid, addressed to the last-known address of the person who appears as the Member or Owner on the records of the county at the time of such mailing. In the alternative, notice may be given to any Member or Owner and shall be deemed to have been properly delivered when sent by e-mail or when posted on the door of the Member or Owner's residence.

(e) Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of these Covenants shall be determined by the Declarant. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

(f) These Covenants shall run with the land and shall be binding on all parties and all persons claiming under the land and the Property for a period of twenty (20) years from the date this instrument is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-Owners of the Lots has been recorded agreeing to change said Covenants in whole or in part.

(g) If any provision of this Declaration or any section, clause, phrase, work or application thereof in any circumstance is held to be invalid, the validity of the remainder of these Covenants and of the application of the remaining provisions shall not be affected thereby.

(h) Assignment of Declarant Rights. The Declarant (Arkansas Storage Centers 14) hereby conveys and assigns all of its rights, interest and status as said Declarant in the above described Declaration for the Property described herein to its successors and assigns, and all references to Declarant shall refer to the appropriate successor after the date hereof.

(signature page to follow)

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first written above.

_____

Arkansas Storage Centers 14

By: _____

Name: _____

Title: _____

STATE OF ARKANSAS

COUNTY OF SALINE

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Notary Public

My Commission Expires: _____