This Instrument Prepared By: ***Recording Information:***

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BILL OF ASSURANCE
COVENANTS AND RESTRICTIONS
WOODLAND PARK,
AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS

KNOW ALL BY THESE PRESENTS:

WHEREAS, the undersigned, **WOODLAND PARK OF LITTLE ROCK, LLC, an Arkansas Limited Liability Company**, by Robert Graham Smith, its authorized member, duly authorized by appropriate resolution of the members of **WOODLAND PARK OF LITTLE ROCK, LLC,** an Arkansas Limited Liability Company, hereinafter referred to as "Developer," being the owner of certain real property situated in Pulaski County, Arkansas, more particularly described as set forth on the attached Exhibit A, hereinafter referred to as "Property", and desiring to protect the buyers and owners of the Property against undesirable uses of said residential property that would detract from a neighborhood, have caused the following covenants and restrictions hereinafter referred to collectively as the "Bill of Assurance" to be filed for record for the purpose of creating requirements and procedures for a neighborhood which will be attractive to home buyers, sound for investors, and a credit to the community; and

WHEREAS, Developer intends to subdivide and plat the Property into lots and easements for ingress and egress and drainage and utilities; and

WHEREAS, developer has caused to be made a plat hereinafter referred to as “the "Plat", filed herewith in the Plat Record Book _____ at Page _____, prepared by Joe White and Associates , a Registered Professional Engineer, dated _____day of _____, 2022, showing a survey made by Benson John Leboeuf, a Registered Land Surveyor, bearing a certificate of approval executed by the City of Little Rock Planning Commission and showing thereon the metes, bounds and dimensions of the Property which Developer now is desirous of subdividing and platting into lots and mutual easements for the owners thereof; and

WHEREAS, Developer desires to provide for the use of property for the highest of residential uses and to restrict its uses as such;

NOW THEREFORE, Developer hereby adopts the following covenants stated herein and agrees that the stated covenants shall apply to all of the property now platted as described below as covenants running with the land:

1. SCOPE OF APPLICATION.

These covenants shall apply in their entirety to the area now known and described as:

LOTS 1-40, BLOCK 1
LOTS 1-5, BLOCK 2
TRACTS A-F

THE SOUTH 2.2649 ACRES OF TRACT 11, THE WEST ½ OF TRACT 13, THE WEST ½ OF TRACT 16 AND 2.30 ACRES BEING A PART OF TRACT 10 AND TRACT 14 OF ASBURY ACRES SUBDIVISION

Woodlands Park, an Addition to the City of Little Rock, Arkansas, as shown on the recorded plat thereof. Developer shall retain the right to add or delete property to or from this Bill of Assurance, subject to the approval of the Little Rock Planning Commission and any other required laws, regulations or approvals.

2. LAND USE AND BUILDING TYPES.

No lot in the addition shall be used for any other purpose than single-family

residential as that term is defined in the City of Little Rock Zoning Ordinance and Regulations. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and each such dwelling shall have a private garage for the storage of not less than two automobiles, unless otherwise approved by the Architectural Control Committee hereinafter designated and hereinafter referred to as "the Committee." No business or commercial use shall be carried on or permitted in any structure or in any portion of this addition in keeping with the general plan to develop this property for the highest class of residential occupancy. Garages shall have a minimum of 400 square feet with minimum outside dimensions of 20 x 20 feet.

3. DWELLING SIZE AND QUALITY.

Size, design, location and site development of dwellings and permitted accessory buildings in this subdivision shall be subject to the prior approval of the Committee. The Committee shall approve no plans which provide for construction of a residence a on lot in this addition having less than One Thousand Two Hundred, (1200), square feet of heated and livable floor space, measured by outside wall dimensions for any single level residence; and One Thousand Seven Hundred, (1700), square feet of heated and livable floor space, measured by outside wall dimensions for any multi-level residence and having less than Four Thousand, (4000), square feet of heated and livable floor space, measured by outside wall dimensions for any multi-level residence.

All dwellings placed upon the premises shall be of new construction and shall be of the highest-class workmanship and best quality materials. Approval of plans for construction of principal residences and permitted accessory buildings shall not be unreasonably withheld by the Committee based upon the style of design of the exterior of such proposed principal residences as long as the same are designed, in whatever style, in accordance with the highest standards of architectural design.

4. ARCHITECTURAL CONTROL.

No residence, permitted accessory building, fence, wall or other structure shall be constructed, created or maintained upon any lot in the addition, nor shall any modification, alteration or change be made in the exterior of any existing residence

or permitted accessory building until the construction, grading and drainage and landscape plans and specifications showing the nature, size, shape, dimensions, materials and location of the same shall have been submitted to and approved, in writing, in advance of commencement of any construction or by the Committee, or the Committee has waived its right in the manner hereinafter provided.

5. THE ARCHITECTURAL CONTROL COMMITTEE.

The Architectural Control Committee shall initially be R. Graham Smith, Scott Hurley, and Randy James

The Committee's approval or disapproval as required in this Bill of Assurance shall be in writing in such form as designated by the Committee from time to time.

Any property owner in the addition seeking to obtain the required approval or any plans for construction, modification, alteration or improvements on property shall submit the same in two (2) copies to the Chair of the Architectural Control Committee. A written receipt from the Chair of the Committee shall be prima facie evidence of the delivery of such plans and the date thereof. If, within thirty (30) days from the date of delivery of such plans to a member of it, the Committee has not set forth in writing to the owner any deficiencies in the proposal for such construction or alteration or improvements, then the owner may proceed with such construction or alterations as though affirmative approval had been received from the Committee.

Notice shall be given to the owner, at the address for the owner indicated in the submission or as otherwise indicated by the owner, in writing to the Committee, by certified mail with return receipt requested. If deficiencies are noted and called to the owner's attention in the proposed plans within the thirty (30) day period following delivery thereof to the Committee by the owner, the owner shall under no circumstances proceed with any such construction or alteration until such deficiencies have been corrected to the satisfaction of the Committee. The Committee shall have full power to enforce the provisions and restrictions herein by an action for an injunction as fully as though they were the owners of property in the subdivision and whether or not they are actually owners of property in the subdivision.

6. GENERAL CONDITIONS AND REQUIREMENTS

a. No noxious or offensive activity and no commercial activity of any type, kind or nature shall be carried on upon any lot in this addition. Further nothing shall be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trampolines or basketball goals shall be placed or erected on any driveway or street.

b. No manufactured housing, trailer, mobile home, tent, shack, or barn shall be erected on any lot in this subdivision, temporary or permanently, except for temporary use by construction contractors only. Same must be removed within ten, (10), days of completion of construction. Tents used for recreational purposes of a short duration shall not be considered as excluded by this provision.

c. No signs, billboards, posters or advertising devices shall be permitted upon any of the lots in this addition except that the owner of each lot may place house numbers and the owner's name upon his or her dwelling; however, each letter thereof shall be no more than 6 inches in height and 6 inches in width; and owners may place a sign not more than 4 square feet in size advertising the property for sale should it be offered for sale by the owners.

d. 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 commercial purposes.

e. No trash, ashes or other refuse may be thrown or dumped on any of the lots in the addition.

f. No building materials of any kind or character shall be placed or stored upon any lot in the addition until the owner is ready to commence construction of the improvements requiring such materials and then only with the approval of the Committee. Building materials shall not be placed or stored in the street or between the curb and property lines.

g. No privy, cesspool, septic tank field or disposal plant shall be installed or maintained on any lot in the addition, and all residences and permitted accessory buildings shall have the plumbing connected to the city sanitary sewer system.

h. All garages shall be finished inside and shall be fully enclosed with garage doors. Community mailboxes shall be utilized. All satellite type dishes or antennas must be smaller than thirty-six inches (36") in diameter and shall be located on the back half of the sides of the home or on the rear roof.

i. All driveways in the addition shall consist of a hard surface acceptable to the Committee.

j. No four wheelers, motorcycles, mail carts, dune buggies, golf carts, mobile homes, commercial vehicles, travel trailers, campers, boats, motors or trailers shall be kept on the lot or in the street adjacent to any lot except that such items may be stored or parked inside an enclosed garage or similar enclosure so screened with fencing or plant material as not to be visible from the street.

k. Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals in the common areas by the Recreation Improvement District herein referenced so as to maintain the same in a neat and attractive manner. No debris shall be allowed to accumulate upon any lot. Dead trees, shrubs, vines and plants shall be promptly removed from each lot. The Committee shall have the right, privilege and option to cause necessary work to be done on any lots not meeting the requirements to remove dead trees, plants or other vegetation and debris from a lot, after ten days (10), notice in writing from the Committee to the owner and the Committee shall be entitled to a lien on such lot for the cost of such work.

l. Homes must be all brick, natural stone, cut stone, cultured stone, a combination thereof, HardiePlank®, or other approved masonry material on all elevations of the home, unless specifically approved by the Committee. Interior ceilings in general shall be no less than nine feet (9’) in height, subject to waiver by the Architectural Control Committee in cases of structural need or desired aesthetics.

m. Grass or sod shall be required to be on all four sides of the home, except river rock may be utilized on sides. Landscape or lawn sprinklers shall be required on all four sides of the residence. In addition, all landscaping plans shall be subject to approval of the Architectural Control Committee. The owner shall be responsible for obtaining all necessary approvals for any and all construction, future additions, decks, and any other applicable permits.

n. Roof materials shall be architectural shingles of muted earth tones or black, approved by the Committee.

o. All chimneys on exterior walls shall be covered in masonry material such as brick or stone.

p. Roof pitch shall be a minimum of eight (8) feet vertically and twelve, (12), feet horizontally, commonly referred to as 8/12.

q. RPZ valves and utility boxes if located in a front yard shall be incased within a flower bed and screened with bushes or flowers.

r. Gutters shall be utilized on all sides of the homes and piped to street and rear of property, as topography dictates.

s. Each builder shall be required to plant one tree in the front yard of each lot they purchase. The tree must be eight feet (8') tall, with a two (2")inch caliper, and approved by the Architectural Control Committee.

t. All roof penetrations shall be painted or colored to match roof shingles. Examples would include but not be limited to ventilation pipes and any other piping protruding from the roof line

7. BUILDING LOCATION.

No building shall be located on any lot nearer to the front, rear or side lot lines than the minimum building setback lines shown on the recorded plat.

Porches, steps, chimneys, window boxes and other portions of a permitted structure shall not project beyond the minimum setback line, but, except as herein limited, eaves and cornices may overhang the building setback lines. No building or permitted accessory building will be permitted or constructed nearer than five (5) feet to the rear property line of any lot. Swimming pools shall not be considered to be a "building" or "permitted accessory building" within the meaning of this section and may be constructed nearer to the rear lot line than the restriction on buildings.

8. DIVISION OF LOTS.

A "lot" as that word is utilized herein shall consist of a single numbered lot as shown on the Plat of the addition. No lot shown on the plat may be subdivided into more than one lot.

9. FENCING, ORNAMENTAL STRUCTURES AND WALLS.

No fences shall be erected on any portion of a lot between the line drawn across the front foundation or building line of the principal dwelling and intersecting the side lot lines and the front lot line. No fences composed principally of wire or metal shall be constructed on any portion of any lot. It is the intention of this covenant to require permitted fencing to be of a decorative nature and not solely utilitarian. Dog pens properly screened by walls, fences, or plantings may be constructed and maintained in the rear yard portion of any lot. Retaining walls, ornamental fences of less than 3 feet in height, and composed of brick, wood or natural stone construction may be permitted on a lot in the front portion as herein described and the front lot line. However, no other structure exceeding 3 feet in height shall be placed or permitted on the portion of any lot lying nearest to the abutting street and in front of a line extended across the front foundation line of the principal dwelling.

All retaining or similar walls must be approved in advance of construction by the Committee. Stone, brick to match residence, or straight split faced block to resemble cut stone of a brown or darker color may be acceptable. No angular, segmental walls or gray concrete color shall be permitted.

10. DEFINITION OF "PRINCIPAL DWELLING."

The term "principal dwelling," "residence" or "principal residence" as used herein shall refer to a residence meeting the requirements hereof and approved by the Committee for construction in the addition.

11. FACILITIES MULTIPURPOSE IMPROVEMENT DISTRICT

All owners shall become members of **CITY OF LITTLE ROCK PROPERTY OWNERS' MULTIPURPOSE IMPROVEMENT DISTRICT**

NO. 2022-005 (WOODLAND PARK SUBDIVISION), OF LITTLE ROCK, ARKANSAS; as set forth in the records of the office of Pulaski County Circuit and County Court and shall be bound by the Declaration, Bylaws and Covenants currently established with said District and those amended and executed hereafter. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment. All lots are a part of said District and are **SUBJECT TO A SPECIAL TAX ASSESSMENT TO REPAY ANY DEBT OF LITTLE ROCK PROPERTY OWNERS' MULTIPURPOSE IMPROVEMENT DISTRICT NO. 2022-005 (WOODLAND PARK SUBDIVISION), OF LITTLE ROCK, ARKANSAS;**

12. RECREATION MULTIPURPOSE IMPROVEMENT DISTRICT

All owners shall become members of the **LITTLE ROCK PROPERTY OWNERS' MULTIPURPOSE IMPROVEMENT DISTRICT NO. 2022-004 (WOODLAND PARK RECREATION DISTRICT), OF LITTLE ROCK, ARKANSAS** as set forth in the records of the office of Pulaski County Circuit and County Court and shall be bound by the Declaration, Bylaws and Covenants currently established with said District and those amended and executed hereafter. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment. All lots are a part of said District and are **SUBJECT TO A SPECIAL TAX ASSESSMENT TO REPAY ANY DEBT OF LITTLE ROCK PROPERTY OWNERS' MULTIPURPOSE IMPROVEMENT DISTRICT NO. 2022-004 (WOODLAND PARK RECREATION DISTRICT), OF LITTLE ROCK, ARKANSAS.**

No recorded easement shall be used by any company or person, other than the owner of the affected lot or lots, for any purpose other than those designated on the plat of the addition.

13. PERSONS BOUND BY THESE COVENANTS.

All persons or corporations who now own or shall hereafter acquire any of the lots in this addition shall be deemed to have agreed and covenanted with the owners of all other lots in this addition and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of twenty-five (25) years from the date these are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of

ten (10) years unless prior to the end of the original term or any successive term of the application hereof a majority of the then owners of lots in the addition agree to the amendment or removal of these covenants in whole or in part.

These covenants may be amended at any time by the owners of Eighty Percent (80%) of the lots in the addition. For purposes of same ownership shall not include any entity owning or holding a mortgage or other lien on any lot and each lot shall be entitled to only one vote regardless of value. A meeting for said purpose shall be called by the Committee upon request not less than Twenty- five Percent (25%) of said owners and notice of same shall be given to all lot owners by regular mail at their street address at least Thirty (30) days prior to the meeting. No changes in these covenants shall be valid unless and until the same shall be placed of record in the office of the Recorder of Pulaski County, Arkansas, duly executed and acknowledged by the requisite number of owners.

14. RIGHT TO ENFORCE.

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition and bind the present owners, their heirs, successors and assigns, future owners and their heirs, successors and assigns; all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the addition. Any owner or owners of lots in this Addition, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

IN WITNESS WHEREOF, Woodland Park of Little Rock, LLC, has hereunto set its hand and seal this _____ day of _____, 2022.

WOODLAND PARK OF LITTLE ROCK, an Arkansas Limited Liability Company

By: _____
Robert Graham Smith, Managing Member

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named **Robert Graham Smith, Managing Member**, to me well known, who stated that he was the Managing Member of **Woodland Park of Little Rock, LLC,** an Arkansas limited liability company, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ___ day of _____, 2022.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

THE SOUTH 2.2649 ACRES OF TRACT 11, THE WEST 1/2 OF TRACT 13, THE WEST 1/2 OF TRACT 16 AND 2.30 ACRES BEING A PART OF TRACT 10 AND TRACT 14 OF ASBURY ACRES SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF TRACT 11, ASBURY ACRES SUBDIVISION; THENCE S01°47'37"W, ALONG THE WEST LINE OF TAYLOR PARK SUBDIVISION, A DISTANCE OF 339.09' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE S01°47'37"W-312.60'; THENCE S01°51'13"W-647.92'TO THE SOUTH EAST CORNER OF TRACT 16, ASBURY ACRES, SUBDIVISION; THENCE N87°37'16"W ALONG THESOUTH LINE OF SAID TRACT 16, A DISTANCE OF 339.04'; THENCE LEAVING SAID SOUTH LINE N01°49'38"E-443.09'; THENCE N55°52'34"W-300.59'; TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF WOODLANDS TRAIL; THENCE ALONG SAID RIGHT OF WAY ALONG THE ARC OF A 330' RADIUS CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 153.73' AND CHORD OF N15°04'57"E-152.35'; THENCE N01°48'44"E-208.32'; THENCE LEAVING SAID RIGHT OF WAY S87°56'09"E-219.21'; THENCE S87°48'36"E-339.15' BACK TO THE POINT OF BEGINNING. CONTAINING 9.7736 ACRES, MORE OR LESS.