

BEACH ABSTRACT & GUARANTY COMPANY

ESF

— ABSTRACTS * ESCROWS * TITLE INSURANCE —

Pleasant Valley, Inc., By R. A. Lile, Pres., and R. D. Rawn, Asst. Secy., (CORPORATE SEAL), and Northwest Land Company, Inc., By Burton Dougan, Pres., and Willie Mae Siegel, Asst. Secy., (CORPORATE SEAL),

INSTRUMENT PLAT AND BILL OF ASSURANCE

DATE September 2, 1964.

FILED September 3, 1964, @ 3:55 P.M.

RECORD BOOK 888, PAGE 545.

To

The Public.

WHEREAS, Pleasant Valley, Inc., and Northwest Land Company, Inc., herein called "Allotters," are the owners of the following described land lying in the County of Pulaski, State of Arkansas, to-wit:

COMMENCING at the Northeast corner of Section 28, Township 2 North, Range 13 West, Pulaski County, Arkansas;

Thence South $1^{\circ} 22' 40''$ East for a distance of 513.61 feet to a point;

Thence North $89^{\circ} 38' 00''$ West for a distance of 850.78 feet to a point;

Thence South $1^{\circ} 17' 00''$ East for a distance of 109.99 feet to the POINT OF BEGINNING;

Thence South $1^{\circ} 17' 00''$ East for a distance of 2475.64 feet to a point, said point being in the North right-of-way line (150 foot right-of-way) of Pleasant Valley Drive;

Thence northeasterly along a curve to the left for a distance of 840.59 feet to the point of tangency thereof; said curve having a radius of 1562.02 feet and an internal angle of $30^{\circ} 50' 01''$;

Thence North $41^{\circ} 22' 30''$ East for a distance of 258.53 feet to the point of curvature of a curve to the right, said curve having a radius of 2939.79 feet and an internal angle of 16° ;

Thence northeasterly along said curve to the right for a distance of 820.94 feet to the point of tangency thereof;

Thence North $57^{\circ} 22' 30''$ East for a distance of 170.91 feet to the point of curvature of a curve to the left, said curve having a radius of 1516.55 feet and an internal angle of $42^{\circ} 58' 18''$;

Thence Northeasterly along said curve to the left for a distance of 1137.41 feet to the point of tangency thereof;

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Thence North $14^{\circ} 24' 12''$ East for a distance of 663.05 feet to the point of curvature of a curve to the left, said curve having a radius of 2216.83 feet and an internal angle of $9^{\circ} 03' 42''$;

Thence northeasterly along said curve for a distance of 350.60 feet to the point of tangency thereof;

Thence North $5^{\circ} 20' 30''$ East for a distance of 38.38 feet to a point in the South right-of-way line of Arkansas State Highway No. 10;

Thence South $84^{\circ} 39' 30''$ East for a distance of 150 feet along the South right-of-way line of said State Highway No. 10 to a point;

Thence South $5^{\circ} 20' 30''$ West for a distance of 38.38 feet to the point of curvature of a curve to the right, said curve having a radius of 2366.83 feet and an internal angle of $9^{\circ} 03' 42''$;

Thence Southwesterly along said curve to the right for a distance of 374.33 feet to the point of tangency thereof;

Thence South $14^{\circ} 24' 12''$ West for a distance of 663.05 feet to the point of curvature of a curve to the right, said curve having a radius of 1666.55 feet and an internal angle of $42^{\circ} 58' 18''$;

Thence Southwesterly along said curve to the right for a distance of 1249.91 feet to the point of tangency thereof;

Thence South $57^{\circ} 22' 30''$ West for a distance of 170.91 feet to the point of curvature of a curve to the left, said curve having a radius of 2789.79 feet and an internal angle of 16° ;

Thence Southwesterly along said curve to the left for a distance of 779.06 feet to the point of tangency thereof;

Thence South $41^{\circ} 22' 30''$ West for a distance of 258.53 feet to the point of curvature of a curve to the right, said curve having a radius of 1712.02 feet and an internal angle of $30^{\circ} 44' 42''$;

Thence Southwesterly along said curve to the right for a distance of 918.67 feet to a point;

Thence South $0^{\circ} 37' 30''$ East for a distance of 752.94 feet to a point;

Thence South $3^{\circ} 12' 08''$ West for a distance of 53.95 feet to a point;

Thence South $17^{\circ} 23' 50''$ West for a distance of 146.61 feet to a point;

Thence South $38^{\circ} 17' 59''$ West for a distance of 146.61 feet to a point;

Thence South $59^{\circ} 12' 08''$ West for a distance of 146.61 feet to a point;

Thence South $50^{\circ} 14' 00''$ West for a distance of 56.44 feet to a point;

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Thence South $67^{\circ} 42' 10''$ East for a distance of 155.38 feet to a point;

Thence South $42^{\circ} 45' 07''$ East for a distance of 155.38 feet to a point;

Thence South $30^{\circ} 16' 35''$ East for a distance of 190.86 feet to a point;

Thence South $65^{\circ} 23' 42''$ East for a distance of 60 feet to a point on a curve to the left, said curve having a radius of 410.74 feet and an internal angle of $12^{\circ} 22' 53''$;

Thence Southwesterly along said curve to the left for a distance of 88.76 feet to the point of tangency thereof;

Thence South $12^{\circ} 13' 25''$ West for a distance of 313.45 feet to the point of curvature of a curve to the left, said curve having a radius of 924.93 feet and an internal angle of $11^{\circ} 25' 15''$;

Thence southwesterly along said curve to the left for a distance of 184.37 feet to the point of tangency thereof;

Thence South $0^{\circ} 48' 10''$ West for a distance of 194.51 feet to a point in the North right-of-way line of Rodney Parham Road;

Thence North $89^{\circ} 11' 50''$ West for a distance of 361.56 feet to the point of curvature of a curve to the right, said curve having a radius of 914.93 feet and an internal angle of $14^{\circ} 58' 00''$;

Thence Northwesterly along said curve to the right for a distance of 239.00 feet to the point of tangency thereof;

Thence North $74^{\circ} 15' 20''$ West for a distance of 933.89 feet to the point of curvature of a curve to the left, said curve having a radius of 756.2 feet and an internal angle of $21^{\circ} 56' 10''$;

Thence Northwesterly and Southwesterly along said curve to the left for a distance of 289.52 feet to the point of tangency thereof;

Thence South $83^{\circ} 48' 30''$ West for a distance of 47.38 feet to a point;

Thence North $0^{\circ} 37' 30''$ West for a distance of 404.92 feet to a point;

Thence North $89^{\circ} 44' 30''$ West for a distance of 48.67 feet to a point in the East right-of-way line of Rodney Parham Road;

Thence North $14^{\circ} 56' 30''$ East for a distance of 237.92 feet to the point of curvature of a curve to the left, said curve having a radius of 676.62 feet and an internal angle of $15^{\circ} 34' 00''$;

Thence Northerly along said curve to the left for a distance of 183.83 feet to the point of tangency thereof;

Thence North $0^{\circ} 37' 30''$ West for a distance of 4291.17 feet to a point;

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Thence North $89^{\circ} 22' 30''$ East for a distance of 191.84 feet to the point of curvature of a curve to the right, said curve having a radius of 741.20 feet and an internal angle of $38^{\circ} 13' 18''$;

Thence easterly along said curve to the right for a distance of 494.45 feet to the point of tangency thereof;

Thence South $52^{\circ} 24' 12''$ East for a distance of 250.06 feet to the point of curvature of a curve to the left, said curve having a radius of 929.93 feet and an internal angle of $37^{\circ} 13' 48''$;

Thence Easterly along said curve to the left for a distance of 604.26 feet to the point of tangency thereof;

Thence South $89^{\circ} 38' 00''$ East for a distance of 347.63 feet to the

POINT OF BEGINNING;

Said tract containing 220.70 acres;

and it is deemed desirable that the above described property be now subdivided into building lots and streets as shown on the attached plat, and that said property be held, owned and conveyed subject to the protective covenants herein contained;

NOW, THEREFORE, the Allotters, for and in consideration of the benefits to accrue to them, which benefits they acknowledge to be of value, have caused to be made a plat, hereto attached, showing surveys made November 4, 1963, signed by Fred Kasper, Registered Engineer, and said Allotters, and bearing a certificate of approval executed by the Little Rock Planning Commission, and showing the bounds and dimensions of the property now being subdivided into lots and streets; and said Allotters hereby donate and dedicate to the public hereafter an easement of way on, over and under the streets as shown on said plat to be used as public streets. In addition to the said streets, there are shown on said plat certain easements for drainage and utilities, which Allotters hereby donate and dedicate to and for the use by public utilities, the same being, without limiting the generality of the foregoing, electric power, gas, telephone, water and sewer, with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utility services, and to the extent set forth herein only, to the owners of abutting lots, to use and occupy such easements and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services. Said utility easements shall also be subject to use by the owners of abutting lots for the sole purpose of installing and maintaining such underground electric and telephone service conductors as may be necessary to connect the service lines of said owners

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to the service pedestals installed by the said utilities. In addition to the said streets and said drainage and utility easements, there are shown on said plat certain reserved areas which allotters propose to dedicate to the common use of owners of property within the area here being subdivided.

The filing of this Plat and Bill of Assurance for record in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, will be a valid and complete delivery and dedication of the streets and easements subject to the limitations herein set out.

The lands embraced in said plat shall be forever known as "Pleasant Valley Addition to the City of Little Rock, Arkansas," and any and every deed of conveyance for any lot in said Addition describing the same by the numer or numbers shown on said plat shall always be deemed a sufficient description thereof.

The Allotters hereby reserve the right to use any surplus dirt in said streets for their own use and benefit and for the use and benefit of such persons, firms or corporations as they may specifically designate.

Said land herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants which, subject to being amended or cancelled as hereinafter provided, with the exception of paragraphs 6 and 7 which shall be perpetual, shall be and remain in full force and effect until January 1, 2024, to-wit:

1. LAND USE AND BUILDING TYPE. Said land herein platted shall be held, owned and used only as residential building sites except as otherwise shown on said plat. No structures shall be erected, altered, placed or permitted to remain on any residential building site other than a single detached single-family dwelling which shall not exceed two and one-half stories in height when seen from the front or principal street facade, a private garage for storage of passenger cars owned or used by residents (storage of trucks being prohibited), guesthouse, servants quarters, and other outbuildings incidental and related to residential use of the premises.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any property in this Addition until the building plans, specifications, exterior color scheme and plot plan showing the location and facing of such building with respect to existing topography, adjoining streets, and finished ground elevations have been approved in writing by the Allotters; provided, that Allotters shall have the right, by an

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instrument in writing, to create a Property Owners Association to be composed of not less than five individual or corporate property owners in this Addition and to transfer to such Association the full authority herein reserved to Allotters. In the event Allotters or any Property Owners Association hereinafter established fail to approve or disapprove any plans, specifications, exterior color scheme, or plot plan submitted to them as herein required within thirty days after such submission, this covenant shall be deemed to have been fully met by the person submitting such plans for approval. Nothing herein contained nor the required consent of the Allotters or any Property Owners Association shall in any way be deemed to prevent any of the owners of property in this Addition from maintaining any legal action relating to improvements within this Addition which they would otherwise be entitled to maintain. There shall be no compensation to Allotters or any Property Owners Association, hereinafter established, for the services to be performed pursuant to this provision.

3. MINIMUM PRINCIPAL DWELLING SIZE. On building lots of 100-foot frontage or less, the square foot area of the residential portion of each principal structure shall be not less than 1600 square feet, and the entire structure shall have not less than 2600 square feet under roof. On building lots having frontage in excess of 100 feet, the square foot area of the residential portion of each principal structure shall be not less than 2000 square feet and the entire structure shall have not less than 3000 square feet under roof. The minimum square foot area under roof requirements shall be computed in a horizontal plane from outside of eave to outside of eave not including a hanging gutter. The minimum square foot area requirements shall be computed in a horizontal plane to the outside top plate line of the principal residential structure.

4. BUILDING LOCATION. No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No building shall be located nearer than a distance equal to ten per cent of the width of the lot at the front building line, or ten feet, whichever is greater, to an interior lot line. No principal dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this paragraph, eaves, steps, balconies and open porches shall be considered as a part of the building but open terraces or patios without roofs shall not be so considered.

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5. LOT AREA AND WIDTH. No lot shall be subdivided without the written consent of the Allotters, or Property Owners Association, and Little Rock Planning Commission first had and obtained, and in any event no dwelling shall be erected or placed on any building site having a width of less than 75 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet.

6. EASEMENTS. Easements of way for streets as shown on the plat filed herewith have heretofore been donated and dedicated to the public, and the persons, firms or corporations engaged in supplying public utility services, the same being without limiting the generality of the foregoing, electric power, gas, telephone, water and sewer, shall have the right to use and occupy said easements of way and streets for the installation, maintenance, repair and replacement of such utility services. Easements for the installation, maintenance, repair and replacement of utility services, sewer and drainage have heretofore been reserved, said easements being of various widths, reference being hereby made to the plat filed herewith for a more specific description of width and location thereof. As the electric and telephone facilities are underground, any alterations or lowering of the surface grade of the ground in any easement and the area immediately adjoining such easement are prohibited which would result in there being less than 42 inches of clearance either vertically or horizontally between the surface grade and the underground electric cables and conductors supplying electric power and service, and as the electric distribution transformer stations and service pedestals are located on surface grade, fills within the area of the said easements and upon the lands adjacent thereto which will damage or which will interfere with the installation, maintenance, operation and replacement of the electric and telephone cables, facilities and equipment, and the supplying of service from such equipment are also prohibited. No trees, incinerators, structures, buildings, pavement, or similar improvements, shall be grown, built or maintained within the area of such utility easements. No excavations within the area of such easements for the erection of any fences (wood, wire, stone or brick) or for any other purposes shall be made which would interfere with the installation, maintenance, repair and replacement of any utility service. In the event any such trees, incinerators, structures, buildings, fences, pavement or similar improvements shall be grown, built or maintained within the area of such easement, no utility will be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

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7. UTILITIES. All owners of lots shall install and maintain in conformity with applicable code requirements and other regulations underground electric service entrance conductors and underground telephone service conduits and cables between the point of delivery of such utility service, as located by the utility company, and the point of use of such owner. All owners of lots shall dig and backfill in conformity with applicable code requirements and other regulations a ditch approximately four inches wide and eighteen inches deep from the point of service to the point of use for the installation of telephone service. Exposed overhead wires and cables for utility services and street lighting are prohibited in this Addition except within the easement alongside of and for Rodney Parham Road, the commercial area immediately adjacent thereto, and that part of Pleasant Valley Drive east of the northward extension of the East line of Lot 10, Block 35, provided, however, that light standards and/or towers for street lighting purposes may be erected, maintained and operated in, under and along the streets and public ways.

8. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trucks, commercial vehicles or inoperative vehicles may be stored on the premises or parked on the premises other than for making routine deliveries.

9. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding, other than guesthouse and servants quarters, erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

10. SIGNS. No signs of any kind shall be displayed to the public view on any building site, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas, shall be erected, maintained, or permitted upon any building site.

12. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised or kept on any building site, except that dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for any commercial purpose.

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13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. FENCES. No fence, wall, hedge or mass planting shall be permitted to extend beyond the minimum front building set-back line established herein or from the side yard building line to the street or corner lots except upon approval by the Allotters or the Property Owners Association. To insure compliance with the provisions of paragraph 6 above as it relates to the erection of fences along utility easements, no fence, wall or other structure shall be erected along property lines without approval of the design, construction and materials by the Allotters or Property Owners Association.

15. No obstruction shall be placed in the street gutter. Curbs shall be broken at driveway and driveway grades lowered to meet the gutter line not more than two inches above the gutter grade.

16. PROPERTY LINES AND BOUNDARIES. Iron pins have been set on all lot corners and points of curve, and all lot dimensions shown on curves are curve distances, and all curve data as shown on the attached plat are center line curve data. In the event of minor discrepancies between the dimensions or distances as shown on the attached plat and the actual dimensions or distances as disclosed by the established pins, the pins as set shall control.

17. No lot, improved or unimproved, may be sold by the owner thereof unless and until the owner thereof shall have received a bona fide offer for the purchase thereof in writing and shall have given notice of such offer in writing to Allotters of the name or names of the offeror and the price, terms and conditions of such offer. If Allotters shall have, by an instrument in writing, created a Property Owners Association under the provisions of paragraph 2 above, then such notice shall be given to such Association. Whereupon, Allotters or said Property Owners Association shall have a prior right to purchase said lot at the same price and upon the same terms and conditions as are contained in such offer.

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The notice of such offer shall be given to Allotters or said Property Owners Association by registered mail, addressed to the President, Vice President or Secretary of allotter corporations or of such Association at the residence or office address of such officer. The prior right of purchase herein given shall expire at 5:00 p.m. on the tenth day following the mailing of the notice of such offer, excluding the day of mailing at the first day, and the mailing of such notice shall be deemed valid and effective whether or not the same in fact is actually delivered to said officers. The right of purchase may be exercised by giving notice thereof and delivering the same by registered mail, showing the date and time thereof, to the seller at his last known address. Upon the exercise of the right to purchase, the Allotters or Property Owners Association shall thereupon have 15 days within which to make payment and accept title to said lot and improvements. If the Allotters or Property Owners Association shall not exercise the right of purchase or shall waive such right of purchase in writing and the seller shall thereafter fail to convey the lot to the party making the offer at the price and upon the terms and conditions thereof, the above restrictions against the sale thereof without giving notice of an offer therefor shall continue in full force and effect and the right of purchase shall apply with respect to any new offer or subsequent offer without regard to time. The Allotters or Property Owners Association may at all times waive in writing the right of purchase which they have hereunder. This covenant shall run with the land and shall be binding on all owners and successive owners of lots in this Addition; provided, however, that this covenant shall expire thirty years after the date of the filing of this Bill of Assurance, unless this covenant be extended beyond said thirty-year period for a new period not exceeding thirty years by a written instrument signed and acknowledged by the owner or owners of over fifty per cent (50%) in area of the land in this Addition, and further extensions may be effected in like manner.

18. In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any person or persons owning any lots in this Addition, or any utility company owning utility facilities in any utility or street easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations.

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19. AMENDMENTS. Any and all of the covenants, provisions or restrictions set forth in this Bill of Assurance may be amended, modified, extended, changed, or canceled, in whole or in part, by a written instrument signed and acknowledged by the owner or owners of over fifty per cent (50%) in area of the land in this Addition, and approved by the Little Rock Planning Commission, and the provisions of such instrument so executed shall be binding from and after the date it is duly filed for record in Pulaski County, Arkansas. The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land and shall remain in full force and effect unless and until amended or canceled as authorized hereinbefore.

20. SEPARABILITY. Invalidation of any restriction set forth herein; or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof as set forth herein, but they shall remain in full force and effect.

ACKNOWLEDGED September 2, 1964, before Sharon L. Holloway, a N. P. of Pulaski County, Arkansas, in regular form, by said officers of Pleasant Valley, Inc.

ACKNOWLEDGED September 2, 1964, before Carl E. Williams, a N. P. of Pulaski County, Arkansas, in regular form, by said officers of Northwest Land Company, Inc.

(FOR PLATS SEE PLAT BOOK 15 AT PAGES 55 and 56.)

MARGIN ENDORSED:

"Amendment Filed for record January 28, 1965.
Recorded in Deed record 905, page 178.

Roger McNair, Circuit Clerk & Recorder
By Bette Ratcliffe, D. C.

1-28-65."

A M E N D M E N TTO
PLAT AND BILL OF ASSURANCE

PLEASANT VALLEY, INC.,
and NORTHWEST LAND
COMPANY, INC.

TO
THE PUBLIC

WHEREAS, Pleasant Valley, Inc., and Northwest Land Company, Inc., on the 3d day of September, 1964, filed for record a Plat and Bill of Assurance designating certain lands to be known as Pleasant Valley Addition to the City of Little Rock, Arkansas, which Plat appears in Plat Book 15 at page 55 and which Bill of Assurance appears of record in Book 888 at page 545 in the office of the Circuit Clerk and Recorder for Pulaski County, Arkansas; and,

WHEREAS, circumstances require an amendment to said Bill of Assurance to provide for the maintenance of parkways and other public areas; and,

WHEREAS, Pleasant Valley, Inc., and Northwest Land Company, Inc., are still the owners of more than fifty per cent (50%) of the area of lands platted as Pleasant Valley Addition;

NOW, THEREFORE, said Bill of Assurance is hereby amended by adding thereto a paragraph 21, PROPERTY OWNERS ASSOCIATION, which shall read as follows:

21. PROPERTY OWNERS ASSOCIATION. Allottees hereby covenant that as soon as 100 lots in said Addition have been sold they shall cause to be formed a nonprofit corporation in which the purchaser or owner of any property in the Addition, by acceptance of title, agrees to become and shall be a member and membership in said corporation shall be limited to such purchasers or owners. Said nonprofit corporation may become the Property Owners Association provided for in paragraph 2, ARCHITECTURAL CONTROL, above and the Articles of Incorporation of said corporation shall specify, among other purposes and duties of said corporation, the enforcement of all the restrictions, covenants and conditions contained in this Bill of Assurance and the maintenance, preservation and improvement of all parkways, recreational facilities and other public areas throughout the Addition and the transaction of such other business as may be permitted by law.

Any purchaser or owner of properties within said Addition agrees to pay to said corporation when formed annual dues or assessments for such purposes, the amount of which may be fixed by its By-laws or by lawful act of its Board of Directors (all of whom must be owners and residents of said Addition), not exceeding, however, in any one year five mills for each square foot of land in the property by him purchased or owned.

A lien shall exist and shall continue to exist on each lot in the Addition for the amount of the annual dues or assessments so fixed until the same is fully paid. The corporation shall have the right, power and authority to add a penalty not to exceed twenty per cent (20%) for failure to pay such annual dues or assessments and to enforce the collection of all such dues, assessments and penalties, if not paid within a time to be fixed by it, by proceedings in the Chancery Court of Pulaski County, Arkansas, the same as other liens are enforced on lands located in said county and said lien shall cover and include said penalties and all costs incurred in enforcing same.

The Articles of Incorporation and By-laws of said corporation shall provide that each purchaser or owner of a lot in said Addition shall be entitled to one vote at all elections and on all other matters that may come before a meeting of the members, provided that if any member of said corporation shall be the purchaser or owner of more than one lot in said Addition he shall be entitled to as many votes as the number of lots purchased or owned by him. Allottees shall be entitled to and obligated to accept membership in said corporation and shall pay dues or assessments with respect to the unsold lots in said Addition.

All other provisions of said Bill of Assurance,

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except as otherwise amended, remain the same.

DATED this 9th day of September, 1965.

PLEASANT VALLEY, INC.

by Thomas E. Dorman
Vice President

Attest:

R. D. Brown
ASST. SEC.

NORTHWEST LAND COMPANY, INC.

by Charles R. Dwyer
Vice President

Attest:

Willie Mae Siegal
asst. Secretary

STATE OF ARKANSAS)
) ss.:
 COUNTY OF PULASKI)

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day before me,
 a Notary Public, duly commissioned, qualified and acting,
 within and for the said county and state, appeared in
 person the within named Thomas E. Downie and
R. D. Rawn, to me personally well known,
 who stated that they were the Vice President
 and Assistant Secretary, respectively, of Pleasant
 Valley, Inc., a corporation, and were duly authorized in
 their respective capacities to execute the foregoing in-
 strument for and in the name and behalf of said corporation,
 and further stated and acknowledged that they had so signed,
 executed and delivered said foregoing instrument for the
 considerations, uses and purposes therein mentioned and
 set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand
 and official seal this 9th day of September, 1965.

James B. Hester
 Notary Public

My commission expires:
September 21, 1965

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STATE OF ARKANSAS)
) ss.:
COUNTY OF PULASKI)

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day before me,
a Notary Public, duly commissioned, qualified and acting,
within and for the said county and state, appeared in
person the within named Charles R. Deagan and
Willie Mae Siggal, to me personally well known,
who stated that they were the Vice President and
Asst. S., respectively, of Northwest
Land Company, Inc., a corporation, and were duly authorized
in their respective capacities to execute the foregoing in-
strument for and in the name and behalf of said corporation,
and further stated and acknowledged that they had so signed,
executed and delivered said foregoing instrument for the
considerations, uses and purposes therein mentioned and
set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and official seal this 10 day of Sept, 1965.

Charles R. Deagan
Notary Public

My commission expires:

Oct 10 1965

NO. 80814 FILED FOR RECORD September 19, 1965
AT 4:13 P.M., AND RECORDED September 23, 1965
(SEAL) ROGER McEATH, CIRCUIT CLERK.

IN THE CHANCERY COURT OF PULASKI COUNTY, ARKANSAS

EX PARTE

PLEASANT VALLEY, INC.

NO. 161323

BOOK 1241 PAGE 123

ORDER

On this day is presented the Petition of Pleasant Valley, Inc., developer of Pleasant Valley Addition to the City of Little Rock, Arkansas, seeking reformation of the various Bills of Assurance which have been filed in the Office of the Circuit Clerk and Recorder for Pulaski County, designating certain lands as Pleasant Valley Addition to the City of Little Rock, the Petitioner appearing by its attorney, Thomas E. Downie. From the Petition filed herein, statements of counsel, the testimony of Charles E. Miller, Registered Professional Engineer, instruments executed on behalf of various property owners in Pleasant Valley Addition in support of the Petition, and from other things and matters before the Court and the premises being fully seen, the Court doth find:

1. Since the 3rd of September, 1964, various Bills of Assurance have been filed in the Office of the Circuit Clerk and Recorder for Pulaski County, Arkansas, designating certain lands as Pleasant Valley Addition to the City of Little Rock. The purpose of the various Bills of Assurance and the intent of the Allotters was that the covenants contained in each such Bill of Assurance would apply to all lands platted as Pleasant Valley Addition to the City of Little Rock, even though covered by separate Bills of Assurance filed on different dates.

2. Some uncertainty has arisen with respect to the interpretation of certain covenants of the various Bills of Assurance, particularly with reference to a covenant pertaining to the organization and financing of a Property Owners Association. The owners of more than fifty percent (50%) in area of all of the land covered by each of the various Bills of Assurance have undertaken to clarify those provisions giving rise to such uncertainty by executing numerous copies of an "Amendment to Bill of Assurance", each in the form hereto attached as Exhibit A. All of the various Bills of Assurance which have heretofore been filed provide that such Bills of Assurance may be amended by a written instrument signed and acknowledged by the owner or owners of over fifty percent (50%) in area of the land covered by such Bill of Assurance. Recording of all of the executed copies would be a cumbersome process and would unnecessarily burden the records of the Office of the Circuit Clerk and Recorder of this county.

It is, therefore, ORDERED AND ADJUDGED that those certain Bills of Assurance appearing in Book 888 at Page 545, Book 983 at Page 231, Book 1062 at Page 457, Book 1096 at Page 383, Book 1116 at Page 239, Book 1177 at Page 521, and Book 1181 at Page 231, all in the Office of the Circuit Clerk and Recorder for Pulaski County, Arkansas be, and each of them hereby is, reformed by adding thereto the following:

"NOTWITHSTANDING any provision to the contrary in any of the various Bills of Assurance which to date have been filed with reference to Pleasant Valley Addition to the City of Little Rock, including any amendments thereto, the annual assessment by the Property Owners Association against any residential lot in said addition shall be an equal amount per lot. The assessment as of April 1, 1933, and for the assessment year beginning on that date,

shall be \$48.00 per residential lot, For future assessment years, the annual assessment is to be established by the Board of Directors of the Property Owners Association ninety days prior to the assessment date (April 1st), however, any increase above 5% over the previous year must be by the vote of a majority of those present at the regular Annual Meeting of the Property Owners Association.

"The covenants, provisions and restrictions set forth in the various Bills of Assurance may not be amended, modified, extended, changed or cancelled, in whole or in part, unless a written instrument signed and acknowledged by the owner or owners of over fifty percent (50%) in area of all of the land covered by all presently existing Bills of Assurance, or any Bills of Assurance which shall hereafter be filed designating additional land as Pleasant Valley Addition, is filed in the Office of the Circuit Clerk and Recorder of Pulaski County, Arkansas."

The filing of a copy of this Order with the Circuit Clerk and Recorder of Pulaski County, Arkansas shall constitute record notice of the reformation of the Bills of Assurance herein described.

Little Rock Planning Commission approves April 12, 1973
Leon E. Sneed, Jr.

John J. [Signature]
CHANCELLOR

Date 4-12-73

AMENDMENT
TO
BILL OF ASSURANCE

BOOK 1241 PAGE 126

PLEASANT VALLEY, INC., et al
TO
THE PUBLIC

WHEREAS, since the 3rd day of September, 1964, various Bills of Assurance have been filed in the Office of the Circuit Clerk and Recorder for Pulaski County, Arkansas, designating certain lands as Pleasant Valley Addition to the City of Little Rock, said Bills of Assurance being those more fully described below; and

WHEREAS, the purpose of the various Bills of Assurance and the intent of the various Allotments was that the covenants therein contained would apply to all lands designated as Pleasant Valley Addition, even though covered by separate Bills of Assurance filed on different dates; and

WHEREAS, uncertainty has arisen with respect to the interpretation of certain covenants of said Bills of Assurance, particularly with reference to those covenants pertaining to the organization and financing of a Property Owners Association, and with that provision of the various Bills of Assurance providing for amendments thereto; Now, Therefore,

KNOW ALL MEN BY THESE PRESENTS, that the undersigned being the owners of more than fifty percent (50%) in area of lands covered by those certain Bills of Assurance appearing in Book 888 at Page 545, Book 983 at Page 231, Book 1062 at Page 457, Book 1096 at Page 383, Book 1116 at Page 239, Book 1177 at Page 571, and Book 1181 at Page 251, all in the Office of the Circuit Clerk and Recorder for Pulaski County, Arkansas, do hereby amend each of the foregoing Bills of Assurance as follows:

NOTWITHSTANDING any provision to the contrary in any of the various Bills of Assurance which to date have been filed with reference to Pleasant Valley Addition to the City of Little Rock, including any amendments thereto, the annual assessment by the Property Owners Association against any residential lot in said addition shall be an equal amount per lot. The assessment as of April 1, 1973, and for the assessment year beginning on that date, shall be \$48.00 per residential lot. For future assessment years, the annual assessment is to be established by the Board of Directors of the Property Owners Association ninety days prior to the assessment date (April 1st), however, any increase above 5% over the previous year must be by the vote of a majority of those present at the regular Annual Meeting of the Property Owners Association.

The covenants, provisions and restrictions set forth in the various Bills of Assurance may not be amended, modified, extended, changed or cancelled, in whole or in part, unless a written instrument signed and acknowledged by the owner or owners of over fifty percent (50%) in area of all of the land covered by all presently existing Bills of Assurance, or any Bills of Assurance which shall hereafter be filed designating additional land as Pleasant Valley Addition, is filed in the Office of the Circuit Clerk and Recorder of Pulaski County, Arkansas.

EXECUTED as of the _____ day of _____, 1973.

INSTALLMENT _____

BLOCK _____

LOT _____

Signature

Signature

EXHIBIT A