



2022040842

PRESENTED: 06-13-2022 09:39:35 AM

RECORDED: 06-13-2022 09:45:22 AM

In Official Records of Terri Hollingsworth Circuit/County Clerk

PULASKI CO, AR FEE \$25.00

Prepared by:

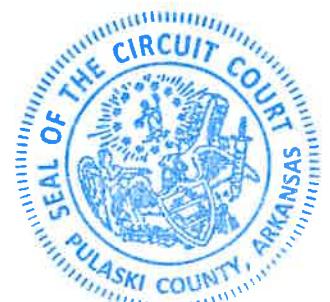
H. Baker Kurrus

Ark. Bar No. 80082

H. Baker Kurrus, PLLC

43 N. Sherrill Road

Little Rock, AR 72202-1552



**CORRECTION TO  
PLAT AND BILL OF ASSURANCE  
BEAR DEN ESTATES  
LOTS 1 THROUGH 44, BLOCK 1  
TRACTS A, B, C, D, E, F, G and H**

**BEAR DEN DEVELOPMENT COMPANY, LLC**

**TO**

**THE PUBLIC**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That Bear Den Development Company, LLC, hereinafter called "Developer," is the owner of the following property:

See Exhibit A attached hereto and made a part  
hereof for all purposes

WHEREAS, the aforementioned property is subject to a Declaration of Covenants and Restrictions ("the Declaration") filed on January 14, 2022, as Instrument No. 2022003762 in the Office of the Circuit Clerk and Recorder of Pulaski County;

WHEREAS, the Plat and Bill of Assurance filed on January 25, 2022, as Doc. No. 2022005876 ("the Plat") made an incorrect reference to the instrument number of the filed Declaration;

WHEREAS, the Developer wishes to correct the instrument number of the Declaration which is referenced in the Plat;

NOW, THEREFORE, Developer hereby corrects the Plat by restating and substituting the second recital in the Plat so that it states, in its entirety, as follows:

WHEREAS, the aforementioned property is part of the real property which is subject to a Declaration of Covenants and Restrictions filed on January 14, 2022, in the Office of the Circuit Clerk and Recorder of Pulaski County as Instrument No. 2022003762 ("the Declaration of Covenants and Restrictions") which establishes a community with a common plan of development, common facilities and amenities known as **BEAR DEN ESTATES**; and

All other terms, conditions, covenants and restrictions of the Declaration remain unamended and in full force and effect from the date of the original filing.

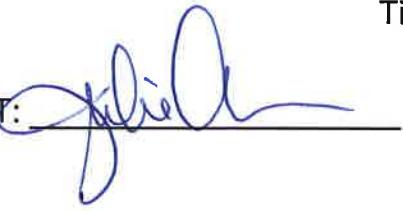
Executed this 13<sup>th</sup> day of June, 2022.

**BEAR DEN DEVELOPMENT COMPANY, LLC**

By: Bradford Gaines

Name: Bradford Gaines

Title: Manager

ATTEST: 

*(acknowledgment on following page)*

## ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF GRANT

On this 13<sup>th</sup> day of June, 2022, before me, a Notary Public, duly commissioned, qualified and acting within and for the county and state aforesaid, appeared in person **Bradford Gaines** and Julie Andrews, to me well known, who stated that they were the Manager and secretary of Bear Den Development Company, LLC, an Arkansas limited liability company, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on 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 seal the day and year aforesaid.

Tanya M. Diotte  
Notary Public

My commission expires: August 14, 2022





2022005876

PRESENTED: 01-25-2022 08:39:24 AM    RECORDED: 01-25-2022 08:50:18 AM

In Official Records of Terri Hollingsworth Circuit/County Clerk

PULASKI CO, AR FEE \$50.00

Prepared by:

H. Baker Kurrus

Ark. Bar No. 80082

H. Baker Kurrus, PLLC

10816 Crestdale Lane

Little Rock, AR 72212-3626



## PLAT AND BILL OF ASSURANCE

### BEAR DEN ESTATES

LOTS 1 THROUGH 44, BLOCK 1

TRACTS A, B, C, D, E, F, G and H

**BEAR DEN DEVELOPMENT COMPANY, LLC**

**TO**

**THE PUBLIC**

### **KNOW ALL PERSONS BY THESE PRESENTS:**

That Bear Den Development Company, LLC, hereinafter called "Developer," is the owner of the following property:

See Exhibit A attached hereto and made a part  
hereof for all purposes

WHEREAS, is deemed desirable that all of the above described property be subdivided into building lots, common areas, tracts, and streets as shown on the Plat filed in conjunction with this Bill of Assurance;

WHEREAS, the aforementioned property is part of the real property which is subject to a Declaration of Covenants and Restrictions filed on January 14, 2022, in the Office of the Circuit Clerk and Recorder of Pulaski County as Instrument No.

20222003762 ("the Declaration of Covenants and Restrictions") which establishes a community with a common plan of development, common facilities and amenities known as **BEAR DEN ESTATES**; and

WHEREAS, it is deemed desirable that all of the above described property be subdivided, held, owned and conveyed subject to the covenants and restrictions contained in the Declaration of Covenants and Restrictions and subject also to the easements, reservations and restrictions shown on the Plat which is filed in conjunction herewith, and subject also to the protective covenants contained in this Bill of Assurance in order to enhance and maintain the value of such property;

NOW, THEREFORE, Developer has caused the property to be surveyed by Jared Pavatt, Arkansas Registered Professional Land Surveyor No. 1526, and a Final Plat made thereof which is identified by the title, BEAR DEN ESTATES, LOTS 1-44, BLOCK 1, & TRACTS A through H, dated January 21, 2022, and said Plat bears the signature of the said surveyor and Developer, and is of record in the Office of the Circuit Clerk and Recorder of Pulaski County in Plat Book 2022, at page 5877, and Developer does hereby make this Bill of Assurance applicable to such property.

Developer does hereby certify that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate as **BEAR DEN ESTATES**, an addition to the City of Little Rock, Pulaski County, Arkansas, and each and every deed of conveyance for any lot or tract in said Addition describing the same by the number or numbers as shown on said Plat shall always be deemed a sufficient legal description thereof. Developer hereby dedicates to the public forever an easement of way on and over the streets as shown on said Plat to be used as public streets.

In addition to said streets, there are shown on said Plat certain easements, including easements for drainage and utilities. Developer hereby donates and dedicates such drainage and utility easements to and for the use of public utilities, the same being, without limiting the generality of the foregoing, electrical power, cable television, internet communication, natural gas, telephone, sanitary sewer, stormwater, and potable water, with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utility services to use and occupy such easements and to have free ingress and egress thereon for the installation, maintenance, repair and replacement of such utility services. Any and all other easements and reservations shown on the Plat, such as easements and

reservations for entry facilities, signs, landscaping, ingress and egress, fencing, and the like, are also hereby dedicated and donated and for the use of the Developer, Bear Den Estates Community Association, Inc., and its members.

The filing of the Plat and Bill of Assurance for record in the Office of the Circuit Clerk and Recorder of Pulaski County, Arkansas, shall be valid and complete delivery and dedication of the streets and easements shown on said Plat, and the streets in said BEAR DEN ESTATES shall be known by the names designated on said Plat. Said land herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the covenants of the Declaration of Covenants and Restrictions establishing Bear Den Estates. In addition, the following covenants and restrictions shall also apply, subject to being amended or cancelled as hereinafter provided, and shall be and remain in full force and effect until December 31, 2046, unless extended as provided therein.

1. **LOT AREA AND WIDTH.** No residence shall be erected, altered or permitted to remain on any lot covered by this Bill of Assurance and shown on the Plat referenced herein if the area of the lot is less than 6,000 square feet or if the width thereof at the front building line is less than sixty-five feet (65'). No lot shall be subdivided without written consent of the Developer and of the Little Rock Planning Commission first had and obtained.
2. **LAND USE AND BUILDING TYPE.** Said land herein platted as lots shall be held, owned and used only for residential building sites. No structure shall be erected, altered, placed or permitted to remain on such residential building sites other than a detached single family dwelling, a private garage for the storage of passenger cars owned or used by residents, and other buildings clearly incidental and related to residential use of the premises and approved by the Architectural Control Committee for Bear Den Estates. No such building site shall be used for commercial purposes. Such restrictions shall not prohibit the temporary maintenance of model homes and sales offices by Developer or other professional builders with approval of the Developer, or the platting of tracts for other lawful purposes by Developer. An office located in a residence shall be allowed, subject to all municipal ordinances, but no visible advertising of any home office shall be permitted on any lot or in

Bear Den Estates, and no public parking for any office use shall be permitted on streets in Bear Den Estates

3. **MINIMUM AND MAXIMUM PRINCIPAL DWELLING SIZE.** No principal residential structure shall be constructed or permitted to remain on any of the lots platted hereby unless the main floor area thereof, exclusive of porches, patios, carports, garages and breezeways shall be at least two thousand four hundred (2,400) square feet for a single-level home and two thousand six hundred (2,600) square feet for a two-story home.

The term "main floor area" as used in this paragraph shall include living, dining and sleeping areas which may be on different levels.

4. **ARCHITECTURAL CONTROL.** All proposed construction and styles of residences in Bear Den Estates must be first submitted for consideration by the Architectural Control Committee of Bear Den Estates, all as more fully set forth in the Declaration of Covenants and Restrictions. The residences on the lots herein described shall be of similar size and compatible architectural style so as to create a neighborhood with common and complementary architectural elements.

5. **BUILDING LOCATION.** No building shall be constructed on any lot nearer to the street than twenty-five feet (25') as shown by the building line and setback lines shown on said plat, except for buildings on corner lots which may be constructed in accordance with Little Rock City ordinances applicable thereto. No residential structure shall be located nearer to an interior lot line than ten percent (10%) of the average width of the single family lot, provided that such side yard need not exceed eight feet (8') in width. For purposes of this restriction, eaves, steps and open porches shall not be considered a part of the dwelling. No residential structure shall be nearer than twenty-five feet (25') to the rear lot line as shown on the Plat filed in conjunction herewith.

6. **COMMON AREAS, TRACTS.** There may be shown on the Plat filed in conjunction with this Bill of Assurance certain areas known as Tracts. These areas or Tracts are reserved for the exclusive use and enjoyment of

the owners of property in Bear Den Estates unless otherwise expressly noted on the Plat. Such uses may include, but are not limited to, green spaces, greenbelts, water detention structures, open spaces, play fields, playgrounds, natural buffers, trails, paths, entry features, signs, landscaped areas, and other amenities. No construction of any kind, no storage of materials, no ingress and egress, and no disturbance of any kind shall take place on such areas without the express written permission of Developer, all as more fully set forth in the Declaration of Covenants and Restrictions or as noted on the Plat. Unless specific easements for access, ingress and egress are shown on the recorded plat for a particular lot or lots, no common areas may be used for access, ingress, egress, parking, storage of materials, dumping of debris, ashes, or other materials. Any activity which is deemed by the Board of Directors of Bear Den Estates Community Association, Inc. to be inconsistent with this paragraph or the Declaration of Covenants and Restrictions shall not be allowed or permitted.

7. **MAINTENANCE OF COMMON AREAS.** All common areas in Bear Den Estates and improvements thereon, including tracts, easement areas, islands, medians, entry features and tracts of land set aside and reserved for drainage, buffer, park and aesthetic purposes shall be maintained by Bear Den Estates Community Association, Inc. at its cost, regardless of the ownership thereof. All such areas shall be dedicated and donated by the Developer to the association at such time as Developer deems in Bear Den Estates unless otherwise noted on the relevant plat for such common areas.
8. **PROPERTY LINES AND BOUNDARIES.** Iron pins have been set on all lot corners and points of curve, and all curve data shown on said Plat referenced herein is centerline curve data. In the event of minor discrepancies or distances as disclosed by the established pins, the original pins as set on the property shall control.

9. **MAILBOXES.** All United States Postal Service mail and package deliveries to the lots platted hereby and described herein will be made to a common mailbox and package kiosk located as set forth on the Plat. No mailboxes or other package delivery receptacles are allowed to be located on the lots platted as Bear Den Estates.
10. **PUBLIC UTILITIES.** All dwellings and other structures erected upon any lot shall be served by all public utilities, including public sewer. No water wells are allowed on lots platted in Bear Den Estates.
11. **ENFORCEMENT.** In the event of any attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for Bear Den Estates Community Association, Inc., any appropriate governmental authority, the Developer, or any person or persons owning a lot or lots in Bear Den Estates to initiate compliance action and procedures pursuant to the terms of the Declaration of Covenants and Restrictions, or to pursue any other lawful remedy.
12. **AMENDMENT.** This Bill of Assurance may be cancelled, amended or extended in accordance with the terms set forth in the Declaration of Covenants and Restrictions. No amendment shall be effective unless and until duly enacted pursuant to the terms of the Declaration of Covenants and Restrictions and properly filed of record in the Office of the Circuit Clerk and Recorder for Pulaski County, Arkansas.
13. **SEVERABILITY.** The invalidation of any one of these covenants or restrictions by any court of competent jurisdiction or otherwise shall in no way affect any of the other provisions, which shall be independent and which shall remain in full force and effect.

*(this space intentionally blank; signatures and*

*acknowledgment on following page)*

Executed this 24<sup>th</sup> day of January, 2022.

**BEAR DEN DEVELOPMENT COMPANY, LLC**

By: Bradford Gaines  
Name: Bradford Gaines  
Title: Manager

ATTEST: Andrew Wiechern

**ACKNOWLEDGMENT**

**STATE OF ARKANSAS**

**COUNTY OF PULASKI**

On this 24 day of January, 2022, before me, a Notary Public, duly commissioned, qualified and acting within and for the county and state aforesaid, appeared in person Bradford Gaines and Andrew Wiechern to me well known, who stated that they were the Manager and secretary of Bear Den Development Company, LLC, an Arkansas limited liability company, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on 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 seal the day and year aforesaid.

Tanya M. Diotte  
Notary Public

My commission expires: August 14, 2022



## ***EXHIBIT "A"***

### **BLOCK 1 LEGAL DESCRIPTION**

BEING A PART OF THE SE1/4, SECTION 22, T-2-N, R-14-W, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE SAID SE1/4; THENCE S 87°41'34" E 534.02 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 02°18'26" E 174.73 FEET; THENCE S 87°43'49" E 67.65 FEET; THENCE N 02°38'12" E 162.51 FEET; THENCE S 88°40'59" E 359.38 FEET; THENCE N 35°26'04" E 190.47 FEET; THENCE N 57°10'14" W 122.08 FEET; THENCE N 40°37'03" W 132.38 FEET; THENCE N 20°59'30" W 127.76 FEET; THENCE N 83°46'28" E 171.10 FEET; THENCE N 83°46'28" E 50.07 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 128.63 FEET, WITH A RADIUS OF 125.00 FEET, WITH A CHORD BEARING OF S 32°04'55" E, WITH A CHORD LENGTH OF 123.03 FEET; THENCE S 61°33'42" E 60.77 FEET; THENCE S 61°33'27" E 124.68; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 187.29 FEET, WITH A RADIUS OF 475.00 FEET, WITH A CHORD BEARING OF S 49°54'35" E, WITH A CHORD LENGTH OF 186.07 FEET; THENCE N 51°49'30" E 142.22 FEET; THENCE S 49°39'41" E 278.29 FEET; THENCE N 88°13'19" E 237.97 FEET; THENCE S 79°19'02" E 137.36 FEET; THENCE S 64°56'21" E 325.95 FEET; THENCE N 70°11'55" E 114.84 FEET; THENCE S 87°41'34" E 106.73 FEET; THENCE S 01°36'50" W 349.80 FEET; THENCE N 87°41'34" W 2106.29 FEET; TO THE POINT OF BEGINNING, HAVING AN AREA OF 22.44 ACRES, MORE OR LESS.



## ARCHITECTURAL CONTROL COMMITTEE

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Bear Den Estates has been carefully designed and developed to preserve the natural terrain, trees and vegetation. These preservation efforts provide privacy for the homeowners and add natural beauty to the neighborhood. The development company is requesting that future residents and their homebuilders work to preserve specimen trees. Our staff is more than willing to meet with builders and future residents on the lots prior to clearing to discuss tree preservation methods.

The developer and community association is committed to preserving the protected greenbelts throughout the property. This preservation will ensure lasting beauty for Bear Den Estates.

Please find additional requirements and information below:

### Requirements & Restrictions

- All building plans must be submitted for review and approval prior to starting construction. (Please refer to the Architectural Control Guidelines)
- Home Size Minimums - Phase 1
  - 2,400 Square Feet (Heated & Cooled) – Single Level
  - 2,600 Square Feet (Heated & Cooled) – Multi-Level
- Parking Requirements – An enclosed garage for at least two cars is required unless approved otherwise by the Architectural Control Committee.
- Exterior Materials – Homes must be all masonry (brick, natural stone, and other approved masonry material) on all elevations of the homes unless specifically approved by the Architectural Control Committee (ACC). No vinyl siding or faux stone will be allowed unless specially approved by the ACC. All chimneys must have decorative metal caps.
- Roof Material – All homes must have architectural shingles in basic muted earth tones.
- Roof Pitch – A minimum of nine feet (9') vertically and twelve (12') horizontally.
- Utility Services –
  - Water – Central Arkansas Water
  - Sewer – Little Rock Water Reclamation Authority
  - Gas – CenterPoint
  - Electricity – Entergy of Arkansas
  - Garbage Pickup – Little Rock Sanitation Department
  - Police & Fire Protection – City of Little Rock
  - Data/TV/Internet – ATT & Comcast
- Satellite receiver dish placement and all fencing must be approved in writing by the Architectural Control Committee prior to installation.
- The Bear Den Estates Community Association will be established to provide routine management and enforcement of the affairs and regulations of the neighborhood. The association will protect the value of the community and ensure a proper aesthetic is achieved and maintained. Annual assessments will be due in January of each year. Annual Community Association Assessments will be invoiced to lot/home owners starting January 2023. Anticipated dues will be \$375 annually.
- Mailboxes – Due to USPS requirements, each home in Bear Den Estates will have a designated cluster box slot located in the neighborhood park. Cluster box will be located off of Bear Valley Circle. Additional keys and parcel box instructions will be mailed out at lot closings.

**Developed by:**

**Bear Den Development Company, LLC**  
**One Allied Drive, Suite 1500**  
**Little Rock, AR 72202**  
**Phone: 501-372-6161**  
**[www.beardenestates.com](http://www.beardenestates.com)**



2022003762

PRESENTED: 01-14-2022 11:21:15 AM    RECORDED: 01-14-2022 11:29:06 AM

In Official Records of Terri Hollingsworth Circuit/County Clerk

PULASKI CO, AR FEE \$105.00

## DECLARATION OF COVENANTS AND RESTRICTIONS

**BEAR DEN DEVELOPMENT COMPANY, LLC**

**TO THE PUBLIC**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 14<sup>th</sup> day of January, 2022, by Bear Den Development Company, LLC, (hereinafter called "Developer"), a limited liability company established under the laws of the State of Arkansas.

### WITNESSETH:

**WHEREAS**, Developer is the present owner of the real property located in Pulaski County, Arkansas, more particularly described on Exhibit A attached hereto and as hereinafter defined (the "Property"); and desires to create a community with common facilities and amenities to be known as BEAR DEN ESTATES ; and

**WHEREAS**, Developer presently intends to develop the Property or cause the Property, and any additional property added by Developer, to be developed over an extended period of time and in stages;

**WHEREAS**, portions of the Property shall be subdivided from time to time into building lots, tracts, and streets as shown on Plats and Bills of Assurance filed in conjunction herewith, and that such subdivided property shall be held, owned, and conveyed subject to the terms, conditions, and protective covenants contained in this Declaration and in the Supplemental Plats and Bills of Assurance;

**WHEREAS**, Developer may provide open spaces, greenbelts, gardens, walkways, pathways, lakes, entry features, recreational areas, and other facilities for the use, enjoyment and benefit of all of the residents in those portions of the Property actually developed; and

**WHEREAS**, Developer desires to promote the conservation and enhancement of natural amenities and resources on and about the Property;

**WHEREAS**, Developer deems it desirable to create BEAR DEN ESTATES Community Association, Inc., an Arkansas nonprofit corporation ("the Association") to own, maintain, and administer the Common Properties (as hereinafter defined), to administer and enforce the

Prepared by: H. Baker Kurrus  
H. Baker Kurrus, PLLC  
Ark. Bar No. 80082  
43 Sherrill Road  
Little Rock, AR 72202



Covenants and Restrictions (as hereinafter defined) imposed on the property to which the Covenants and Restrictions are made applicable, and to collect, hold, and disburse the charges and assessments hereinafter provided for, all in order to protect and enhance the value of the homes and lots, or building lots, and in order to insure the residents' enjoyment of the Common Properties; by reason of such ownership and this Declaration become a member of the Association and become by ownership subject to the rules, regulations and assessments made by the Association;

**NOW, THEREFORE**, Developer declares that the property which is made subject to this Declaration pursuant to Article 2 hereof shall now and hereafter be held, transferred, sold, conveyed, owned and occupied subject to the Covenants and Restrictions hereinafter set forth, and all additional Covenants and Restrictions in Supplemental Plats and Bills of Assurance, all of which are for the purpose of enhancing, preserving and protecting the value, desirability, natural resources, natural beauty and attractiveness of such property. Such Covenants and Restrictions are part of, and constitute a unified, interdependent plan for ownership, use, maintenance, and development.

These Covenants and Restrictions shall run with the land, and shall be binding on all parties having or acquiring any right, title, or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof. These Covenants and Restrictions shall be filed in the permanent real estate records of the Office of the Circuit Clerk and Recorder of Pulaski County, Arkansas, and such filing shall constitute notice to the world of the existence and binding nature of these Covenants and Restrictions. Each and every deed of conveyance for any lot or tract in BEAR DEN ESTATES describing the same by the number or numbers as shown on the filed plat for such property shall always be deemed a sufficient description thereof.

## **ARTICLE 1**

### **DEFINITIONS**

The following terms, when used in this Declaration of Covenants and Restrictions for BEAR DEN ESTATES, an Addition to the City of Little Rock, unless the context shall clearly indicate to the contrary, shall have the following meaning:

A. "**Association**" shall mean and refer to Bear Den Estates Community Association, Inc., a nonprofit Arkansas corporation, its successors and assigns.

B. "**Common Properties**" shall mean and refer to those areas of land and easements, together with all structures and facilities now or hereafter constructed thereon, conveyed or to be conveyed to the Association, which shall be devoted to the common use and enjoyment of the Owners of the Property, such as, but not necessarily including or limited to, the following: playground areas, green spaces, greenbelts, arboretums, wildlife sanctuaries, open spaces, walkways, multi-use trails and paths, lakes, dams, spillways, water control structures, entry features, sales offices used by Developer, recreational areas or facilities, gateways, gardens and other ornamental areas.

C. "**Covenants and Restrictions**" shall mean and refer to all covenants, restrictions, easements, charges, and liens set forth in this Declaration or set forth on the Plats and Bills of Assurance recorded in conjunction with the subdivision and development of the Property.

D. "**Developer**" shall mean and refer to Bear Den Development Company, LLC, a limited liability company established under the laws of the State of Arkansas, its successors and assigns.

E. "**Development Documents**" shall mean and refer to the Articles of Incorporation of the Association, the Bylaws of the Association, and all plats, bills of assurance, Covenants and Restrictions applicable to the Property.

F. "**Development Plan**" shall mean and refer to the plan or plans as proposed, amended, or changed from time to time, by Developer for the development of the Property and any additional property added to jurisdiction of the Association pursuant to Article 2 of this Declaration.

G. "**Manager**" shall mean and refer to any Person or Persons with whom the Association contracts for the day-to-day administration and operation of the Common Properties.

H. "**Owner**" shall mean and refer to the record owner, whether one or more persons, by purchase, transfer, assignment, devise or foreclosure of a fee or undivided fee interest in any portion of the Property, or any later added property which may hereafter come under the definition of Property pursuant to this Declaration, including contract buyers who reside on the Property, but excluding those having an interest merely as security for the performance or payment of an obligation.

I. "**Person**" shall mean and refer to any natural person, corporation, partnership, limited partnership, Limited Liability Company, joint venture, association, trust or any other such entity.

I. "**Property**" shall mean and refer to the real property described on Exhibit A attached hereto and made a part hereof: and as further defined in Article 2 hereof: which is now or may hereafter be made a part of BEAR DEN ESTATES, an Addition to the City of Little Rock, including any additional real property which may be added to the jurisdiction of the Association pursuant to the provisions of Article 2, Section 2 of this Declaration.

K. "**Recreational Purposes**" shall mean and include activities such as picnicking, engaging in sporting activities, walking, jogging, use of non-motorized vehicles, activities on or in any improvements which may be constructed, and such other activities as may be delineated by the Board of Directors of the Association from time to time.

L. "**Residential Unit**" shall mean and refer to each single-family detached house and each platted single lot subdivided by filed plat intended for and suitable for construction of a single-family detached residence prior to the commencement or completion of construction on such lot located in BEAR DEN ESTATES, an Addition to the City of Little Rock, or otherwise subject to the jurisdiction of the Association, but shall not include any part of the Common Properties or dedicated streets.

## ARTICLE 2

### PROPERTY SUBJECT TO DECLARATION

**Section 1. Property Covered by this Declaration.** The real property described on Exhibit A shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

The Property consists of unplatte land which may be subsequently platted by Developer as it deems appropriate.

**Section 2. Additional Property. Property Subject to This Declaration.** From time to time, Developer may subject additional real property to the jurisdiction of this Declaration and to the definition contained herein of "Property", whether or not such additional property is described on Exhibit A, without the consent or approval of the Owners, the members, or the Board of Directors of the Association. Developer may, prior to platting, delete property from Exhibit A. Developer's exclusive right to subject additional lands to the jurisdiction of this Declaration and to the definition of "Property" contained herein, or to delete property, shall be assignable, in full or in part, to a successor developer or to the Board of Directors of the Association upon the express assignment thereof in writing by Developer. All additions and inclusions of additional land hereunder shall be effective upon Developer's executing and filing for record in the Office of the Circuit Clerk and Recorder of Pulaski County, Arkansas, a Supplemental Declaration describing the additional property which is to become part of the Property and stating that this Declaration does thereafter bind and apply to such additional property. Deletions shall be made by filing a Supplemental Declaration describing the property which is to be deleted.

Notwithstanding anything contained herein to the contrary, this Declaration does not create any charge, lien or encumbrance on any property, unless, if and until such property is subjected hereto by Plat, Bill of Assurance and Supplemental Declaration in the manner contemplated hereby and then only from that time forward. Upon the platting of such property, the jurisdiction, functions, duties and benefits of membership of the Association shall automatically be extended to the platted lands. Property shall not be subject to assessment until platted and subdivided by filing made in the real property records.

**Section 3. All Owners Bound.** All Property bears the burden and enjoys the benefits of this Declaration. All Owners shall be deemed by reason of taking record title to a portion of the Property to agree to all of the terms and provisions of this Declaration.

**Section 4. Additions Limited to Developer.** Unless Developer consents in writing, no one other than Developer may subject additional lands to this Declaration or extend the benefits of the Association to any person except those described herein.

## ARTICLE 3

### THE ASSOCIATION, AUTOMATIC MEMBERSHIP AND VOTING RIGHTS THEREIN

**Section 1. The Association.** Developer has caused to be formed and incorporated under the laws of the State of Arkansas, pursuant to Articles of Incorporation filed with the Arkansas Secretary of State a nonprofit Arkansas corporation entitled Bear Den Estates Property Owners Association, Inc.

**Section 2.** The Association is a mandatory association whereby every Owner is and shall automatically be a member of the Association; provided, however, that any Person who holds an interest in the Property merely as security for the performance or payment of an obligation shall not be a member of the Association.

**Section 3. Governance.** The Association shall be governed by its Articles of Incorporation and Bylaws.

**Section 4. Voting Rights.** Except in electing the Board of Directors, the Association shall have two classes of memberships as provided in the Articles of Incorporation, to wit:

- A. **Class A.** Class A members shall all be Owners, with the exception of Developer. Each owner shall be entitled to one (1) vote for each Residential Unit in which the Owner holds the interest required for membership by Section 2 of this Article and upon which the Owner shall not be delinquent in the payments of assessments; provided, however, when more than one person holds such interest or interests in any Residential Unit, all such persons shall be members and the vote for such Residential Unit shall be exercised as they among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any such Residential Unit.
- B. **Class B.** Developer shall be the sole Class B member. Such member shall be entitled to three (3) memberships, and three (3) votes, for each lot or Residential Unit in which it holds an interest and three (3) memberships, and three (3) votes, for each one-fifth (1/5) acre of unplatte land owned, under contract, or under option, by Developer and planned for inclusion in BEAR DEN ESTATES, an Addition to the City of Little Rock, including unplatte land described on Exhibit A or hereafter added thereto in accordance with this agreement. Class B memberships shall cease and be converted to Class A memberships upon the happening of any of the following events, whichever occurs earlier:
  1. When the total votes outstanding in the Class A membership equals the total votes outstanding for the Class B memberships.
  2. December 31, 2046.
  3. When Developer files an election to terminate the Class B memberships.

## ARTICLE 4

### THE COMMON PROPERTIES; THE DEVELOPER'S DUTY TO CONVEY; MEMBERS' RIGHTS IN THE COMMON PROPERTIES

**Section 1. Conveyance of Common Properties.** Developer hereby covenants with the Association to convey to the Association, and the Association covenants with Developer to accept, at such time as Developer deems appropriate after the property is developed and finally platted, that property designated as parks, water detention structures, protected greenbelt buffers, trails, sanctuaries or other common areas as shown and described on plats of BEAR DEN ESTATES, an Addition to the City of Little Rock. In addition, Developer shall convey such other real property and assets as it may deem to be in the best interest of the Association for the use and enjoyment of the members of the Association, and Developer may assign to the Association any contractual or any other rights it may have which Developer, in its sole discretion, determines would be of benefit to the Association for the continued enjoyment and security of the Owners with respect to the Property and the Common Properties. Developer may convey certain property, such as floodway, to governmental entities in order to meet the requirements of such entities.

Developer covenants and agrees with the Association that any conveyance of land to the Association shall be made by quitclaim deed and subject to the easements, covenants and provisions of this Declaration.

Upon request of Developer, the Association may agree to waive the obligations of Developer pursuant to this Section 1 by affirmative vote of the holders of fifty percent (50%) or more of the votes of the members in the Association then entitled to vote, if such waiver is in accordance with the zoning ordinances applicable to BEAR DEN ESTATES, an Addition to the City of Little Rock.

**Section 2. Member's Easements of Enjoyment.** Every member of the Association shall have a common right and easement of enjoyment in and to the Common Properties, including but not limited to a non-exclusive right of ingress and egress and a non-exclusive right to use the Common Properties for Recreational Purposes, which shall be appurtenant to and shall pass with the title to all portions of the Property, subject to the following provisions:

- A. The right of the Association to impose reasonable rules and to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Properties;
- B. The right of the Association to suspend the voting rights and right to the use and enjoyment of the recreational facilities by any member for any period during which any assessment remains unpaid by such member and for such period as it considers appropriate for any infraction of its published rules and regulations;

- C. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as it shall deem necessary or desirable for the proper servicing and maintenance of the Common Properties;
- D. Applicable zoning ordinances, governmental rules and regulations;
- E. The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and
- F. The right of Developer to impose reasonable Covenants and Restrictions in respect to such Common Properties, in addition to those set forth herein, at the time of conveyance of such property to the Association, and such restrictions and covenants are hereby incorporated by reference and made a part of this Declaration.

**Section 3. Extension of Rights and Benefits.** Every member of the Association shall have the right to extend the right and easement of enjoyment under this Article 4 to the Common Properties to each tenant and to each family or household member who resides in the Residential Unit and to such other Persons as may be permitted by the Association's Board of Directors.

## ARTICLE 5

### ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** Each Owner, by acceptance of a deed or other conveyance of any portion of the Property, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments and charges, and (b) special assessments. Such annual and special assessments shall be fixed, established and collected from time to time as hereinafter provided and as set forth in the Articles of Incorporation and Bylaws of the Association. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land, shall be a continuing lien upon the property against which each such assessment is made, and shall also be the personal obligation of the Person who is the record Owner of the property at the time the assessment fell due.

**Section 2. Subordination** A. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed on any such Residential Unit in connection with its purchase. Sale or transfer of any property subject to the charges and liens herein created shall not affect any preexisting assessment lien, except in the case of a sale or transfer of any Residential Unit pursuant to the foreclosure of a purchase money first mortgage, or any bona fide proceeding in lieu thereof, which proceedings shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. The Association shall have the right to foreclose its lien or obtain judgment for assessments due in such foreclosure suit. No such sale or transfer shall relieve the subject property from liability for any

assessments thereafter becoming due or from the continuing lien thereof. The board shall notify the first mortgagee, upon request, of any default in the performance by the individual Owner of any obligation under this Declaration or the Development Documents which is not cured within sixty (60) days after the Due Date.

B. The subordination created herein is merely a subordination and shall not relieve the Owner of the personal obligation to pay all assessments and charges arising or coming due while the Owner owns such property; and no sale or transfer of such property to the mortgagee or to any other Person pursuant to a decree of foreclosure shall relieve any existing or previous Owner of the personal obligation for any assessments or charges authorized in this Declaration.

**Section 3. Exempt Property.** Common Properties, properties dedicated to the public or any political subdivision, or for public use, and Property which is not yet platted and subdivided shall be exempt from assessment by the Association.

## **ARTICLE 6**

### **ARCHITECTURAL CONTROLS**

**Section 1. Designation of Architectural Control Committee.** The Association shall have an Architectural Control Committee, consisting of at least three (3) and not more than five (5) members who shall all be natural persons. The members of the Architectural Control Committee, and all vacancies, shall be appointed by Developer so long as Developer shall own at least ten percent (10%) of the Property. Once Developer no longer owns at least ten percent (10%) of the Property, the members of the Architectural Control Committee, and all vacancies, shall be appointed by the Board of Directors of the Association.

**Section 2. Function of Architectural Control Committee.** No building, living unit, fence, wall, parking area, driveway, swimming pool, satellite dish, pole, flag pole, lake, pond, water feature, fountain, statue, work of art, drainage facility, tennis court, basketball court, sports court, antenna, swing, swing set, playground, playground equipment, climbing apparatus, awning, satellite dish, electronic transmitter or receiver, or other structure shall be commenced, erected, or maintained, and no alteration or repainting in a different color or style to the exterior of any of the above shall be made and no significant landscaping performed upon the Property, nor shall any exterior addition to or change therein be made unless complete plans, specifications, and site plans showing the exterior design, nature, kind, shape, height, color scheme, building materials, and location of the same, the location and size of driveways, the general plan of landscaping, facing of such improvements with respect to existing topography, fencing, walls and windbreaks, grading plan, and any other requested materials shall have been submitted to and approved in writing by the Architectural Control Committee. This provision shall not apply to Developer in the construction or maintenance of living units, landscaping, fencing, or other improvements which it undertakes in the Property and Common Properties.

**Section 3. The Basis of Approval.** The Architectural Control Committee shall evaluate all submissions on the individual merits of each application, subject to such site development and architectural guidelines which the Committee may from time to time adopt. The site development and architectural guidelines may change from time to time, but they shall be at all times in conformity with, and be subject to, the covenants, restrictions and requirements of this Declaration. Approval of plans and specifications shall be based on, among other things, adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, conformity with and preservation of existing wooded landscape, relation of finish grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants. Enclosed garages shall be required; however, the Architectural Control Committee may, in limited circumstances as set forth here and in its sole discretion, approve or disapprove of an open carport if it is located behind the residence it serves and if the open carport is not visible from the streets adjoining the residences. The plans and specifications to be submitted and approved must include the following:

- A. A topographical plat showing existing contour grades, the location of all improvements, including structures, walks, driveways, fences, walls, patios and decks.
- B. Exterior elevations.
- C. Exterior materials, colors, textures, and shapes.
- D. Structural design plan.
- E. Landscaping plan.
- F. Driveway plan.
- G. Utility connections.
- H. Exterior illumination locations.

**Section 4. Architectural Guidelines.** The Architectural Control Committee may establish certain site development and architectural guidelines. All plans and specifications will be evaluated under the site development and architectural guidelines then in force and effect. The Architectural Control Committee may approve exceptions to the site development and architectural guidelines then in force by a majority vote. The current site development and architectural guidelines shall be available for inspection by all Owners at the office of the Association.

**Section 5. Action by Committee.** A majority vote of the Architectural Control Committee shall be required for the approval or disapproval of said plans and specifications; provided, however, that the Committee may designate a single member to approve or disapprove such plans and specifications. In the event said Committee or its designee fails to approve or disapprove any such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed to be granted and compliance with this Article shall be presumed. Nothing herein contained nor shall the required consent of the Architectural Control Committee in any way be deemed to prevent any of the Owners of Property in BEAR DEN ESTATES from maintaining any legal action relating to improvements within BEAR DEN ESTATES which they would otherwise be entitled to maintain. There shall be no separate

compensation to Developer for architectural review services to be performed pursuant to this provision. The Developer may be compensated for any other services rendered.

**Section 6. Limitation on Liability.** Under no circumstances shall the Developer, the Architectural Control Committee, the Association or their Agents, employees, members or directors ever be liable to any Person for any action or failure to act, for negligence, mistakes, misfeasance or malfeasance in connection with the performance of any of the duties of the Architectural Control Committee.

## **ARTICLE 7**

### **GENERAL**

**Section 1. Duty of Maintenance.** All Owners and occupants (including lessees, contract buyers, builders, residents, and construction workers) of any part of the Property shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the exterior portion of the Property so owned, occupied, or used, including buildings, improvements, structures, and grounds in a well-maintained, safe, clean and attractive condition at all times. Maintenance includes, but is not limited to, the following:

- A. Prompt removal of all trash, litter, refuse, yard waste, debris, unused building materials, dead trees, shrubs and other plants, and waste.
- B. Lawn mowing.
- C. Tree and shrub pruning.
- D. Watering of landscape.
- E. Keeping exterior lighting and mechanical facilities in working order.
- F. Keeping lawn and garden areas alive, free of weeds, and attractive.
- G. Keeping parking areas, driveways, alleyways, and roads in good repair.
- H. Complying with all governmental, health, and police requirements.
- I. Repainting the exterior of improvements when necessary.
- J. Repairing damages to exterior of improvements.

**Section 2. Enforcement.** If, in the opinion of the Board of Directors of the Association, any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Board of Directors or its designee may provide written notice of such failure, giving the Owner or occupant at least ten (10) days from receipt of such notice to perform or initiate and continuously pursue the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within the ten (10) day period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform needed care and maintenance without any liability for damages for wrongful entry, trespass, or otherwise to any person whatever. The Owner of any part of the Property on which work is performed by the Association shall be personally liable for the cost of the work and shall promptly reimburse the Association for all such cost. If the Association has not been reimbursed within thirty (30) days after invoicing such amount to the respective Owner, the indebtedness shall be a debt of such delinquent Owner and shall constitute a lien against said Owner's Residential Unit. This lien shall have the same attributes as the lien for assessments and special assessments set forth in

Article 5 herein, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

**Section 3. Common Scheme Restrictions.** In accordance with the maintenance requirements imposed on the Owners and occupants hereunder, the following restrictions are also imposed with regard to the Property and Common Properties for the benefit of each of the Property and Common Properties and may be enforced by the Association or the Owners of any of the Property through any remedy available at law or in equity:

- A. No garbage, refuse, rubbish, tree limbs, pine straw, leaves, or cuttings shall be deposited on any street, road, or upon any of the Common Properties nor on the exterior of any Residential Unit or lot unless placed in a container suitable for pickup by municipal collectors. No disturbance of any kind, including grading, digging, filling, removal of trees or vegetation, dumping or storage of materials will be permitted in the common areas. The Association may levy fines upon any person violating this covenant, the amount of such fine being determined by the Association. Any fine not paid within twenty (20) days shall constitute a lien against the lot of the offending owner.
- B. No building material of any kind or character shall be placed upon any of the Property except in connection with construction approved by the Architectural Control Committee. Construction shall be promptly commenced and diligently prosecuted. All construction sites must be kept clean and orderly, free of trash, construction waste and scrap materials.
- C. No clothes line or drying yards shall be kept or allowed on the Property or Common Property. Service yards, wood piles and storage areas shall be allowed only if located so as not to be visible from a street, road, or any of the Common Properties. Recreation equipment such as volleyball and badminton nets must be stored when not in use for an extended period of time.
- D. Any exterior lighting installed on any Residential Unit or on any of the Property shall either be indirect or of such controlled focus and intensity as not to disturb neighboring Owners or adjoining Property.
- E. No animals, livestock, or poultry of any kind shall be raised or kept on the Property or Common Properties, except a reasonable number of fully domesticated ordinary household pets, in accordance with local ordinances, shall be allowed for each Residential Unit, provided that they are not kept or maintained for commercial purposes. No pet facilities and enclosures shall be allowed unless and except if such facilities are approved by the Architectural Control Committee. If an Owner wishes to construct such facilities, all plans and specifications therefor must first be submitted to the Architectural Control Committee, along with a site plan with precise dimensions and distances to lot lines and other structures on the property. Such facilities will be considered for approval only if the proposed facilities are in the rear yard of any lot, only if the facilities are not visible from any street, and only if the

facilities are proposed to be constructed subject to any setback requirements. No chain link materials may be used, and only facilities constructed of wood, wrought iron or similar metal materials will be considered. In any event all pet facilities must be kept clean and maintained in a manner which precludes insect and rodent infestations and odors.

- F. Except for subdivision identification signs and informational, interpretive or directional signs placed by the Developer or Association, no signs, posters, plaques, address markers, or communications of any description shall be placed on the exterior of any structure or placed or permitted to remain on any part of the Property or Common Properties unless previously approved by the Architectural Control Committee. Mailboxes shall be located in a separate mail facility as designed and placed by the Architectural Control Committee. No other mailboxes or package receptacles shall be erected.
- G. As to commercial signs, only one (1) free-standing construction sign and one (1) realtors' sign will be permitted at any Residential Unit during construction, except on corner lots, where two (2) of each shall be permitted. No signs of any type shall be attached to trees or shrubs. All permitted signs must be erected on posts or stakes.
- H. Except for authorized maintenance vehicles, no motor vehicles of any type shall be allowed on the pedestrian trails, greenbelts, open spaces, or other pedestrian areas.
- I. No used, previously-erected or temporary house or structure, no modular or prefabricated house, no house trailer or non-permanent outbuilding shall be allowed to be placed, erected, or allowed to remain on any of the Property or the Common Properties. No houses or portions of houses shall be moved to or placed on the Property. No log houses, geodesic domes, hexagonal or octagonal homes or other similar structures shall be allowed to be placed, erected or allowed to remain on any of the Property or the Common Properties.
- J. No inoperative, disassembled or junk vehicle of any kind, no commercial vehicle, and no trailer, camper, recreational vehicle, camp truck, house trailer, boat, or other machinery or equipment (except residential lawn care machinery and equipment as may be reasonable and customary in connection with the use and maintenance of any improvements located upon the Property and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Properties) shall be kept upon the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be performed on any of the Property. This restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage attached to the primary residence on a lot. The Association may, in the discretion of its Board of Directors, consider whether to provide and maintain a suitable area designated for the parking of such vehicles. No resident shall use public streets or rights of way for parking except for special occasions and emergencies on a short-term basis. Parking overnight on public streets

for more than two consecutive days and nights shall be considered to exceed the short-term parking exception described herein.

- K. The area of each lot and the width of each lot at the front building line shall be specified by Developer for each phase of the addition in accordance with the Supplemental Plat and Bill of Assurance filed for each phase.
- L. No lot shall be subdivided unless the written consent of Developer, the Architectural Control Committee, and the Little Rock Planning Commission is first had and obtained, and any required action by the Association is taken, such as an approved plat amendment.
- M. No principal residential structure shall be constructed or permitted to remain on any lot platted hereby as BEAR DEN ESTATES unless the main floor area thereof, exclusive of porches, patios, carports, garages and breezeways meets the minimum standard set forth in the Supplemental Plat and Bill of Assurance filed in conjunction with such lot. The term "main floor" as used in this paragraph shall include interior spaces for normal residential activities, such as living, dining and sleeping areas, which areas may be on different levels. This restriction shall be specified by Developer for each lot in each phase of the addition in accordance with the Supplemental Plats and Bills of Assurance filed for each phase. The developer may also specify maximum floor area.
- N. No poles, towers, or similar structure of any kind, including but not limited to any radio or television antenna or tower, shall be built or permitted to remain upon any lot. No trailer, tent, shack, garage, garage apartment, hutment, barn, structure of a temporary character, or outbuilding of any kind on said land shall at any time be used or occupied as a residence, temporarily or permanently.
- O. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any public way, easement, vacant lot, or common area, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.
- P. Except for signs used by Developer or a builder to advertise the Property during construction or signs installed by the Developer for interpretive purposes or for regulating and controlling construction activities, only one (1) sign per lot, not exceeding five (5) square feet in area may be displayed advertising the Property for sale or rent. All permitted signs must be erected on posts or stakes.
- Q. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner residential lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') 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 limitation shall

apply on any lot within ten feet (10') 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 intersection unless the foliage lines are maintained at sufficient height to prevent obstruction of such sight lines.

- R. No fence, wall, or hedge shall be permitted to extend beyond the established minimum front building setback line or from the side yard building line to the street on corner lots unless specifically approved by the Architectural Control Committee. It is not the intention of this paragraph to exclude the use of separated evergreens or other shrubbery to landscape the front yard, but such landscaping shall not consist of overlapping shrubs or plants which form a continuous hedge or visual barrier.
- S. Chain link or other similar fences are strictly prohibited and shall not be used under any circumstances. Subject to the restrictions on locations for fences, the following types of fences may be erected: (i) solid wooden privacy fences of six feet (6') or less in height, with decorative cap and top rail; (ii) wrought iron fencing of six feet (6') or less in height; and (iii) decorative metal fencing of six feet (6') or less in height similar in appearance to wrought iron, of the quality and type manufactured by Ameristar. Any fencing adjacent to greenbelt areas and pedestrian trail linkage areas may be of the types specified above and may also be decorative wooden fencing with an open picket with two inch (2") spacing between boards, no more than six feet (6') in height, and with no top rail or cap. All fencing must be approved by, and meet the specifications of, the Architectural Control Committee. All other types of fencing, concrete, wooden or other types of walls which function as fences, barricades, and similar demising structures are not allowed on the Property or the Common Properties. The design, construction and material of any fence or structure which functions as a fence or barrier must be submitted for consideration by the Architectural Control Committee in the same manner as provided in Article 5 hereinabove for Architectural Control.
- T. All dwellings and other structures erected upon any lot as a Residential Unit shall be served by all public utilities, including public sewer, if available to such lot.
- U. No building or any other permanent structure or improvement of any kind, whether herein specifically enumerated or not, shall be built or maintained within the area of any of the easements, and no alteration, including grading, filling, excavation or other site work may be done within the area of any of the easements shown on the plat which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels; and, in the event any such obstruction is placed thereon in violation of this restriction and reservation, no public authority will be liable for destruction of same in maintaining or repairing its lines located within the area of said easement. Easements, including drainage channels, shall be mowed and generally maintained by the Owner of the lot over which the easement or drainage channel is platted except for improvements installed in those easements for which a public authority or utility is responsible.

- V. No concrete, asphalt or other obstruction shall be placed in the street gutters. Curbs shall be saw-cut at driveways and driveway grades lowered to meet the gutter flow line or not more than two inches (2") above said flow line.
- W. No satellite receiver dish ("dish") shall be erected, placed or maintained on any lot, except that dishes not larger than eighteen inches (18) in diameter may be allowed if attached to the back of the served dwelling and if approved by the Architectural Control Committee. Only one (1) dish will be permitted on any one (1) lot and each dish shall be neutral in color, have no advertising on any surface, and shall be out of view from adjoining properties. These restrictions shall be cumulative and in addition to any municipal or governmental restrictions and requirements.
- X. No motorboat, houseboat, canoe, sailboat, personal watercraft, or other similar waterborne vehicle, no camper, trailer or recreational vehicle and no commercial trucks, vans or vehicles, bucket trucks, buses, military-style vehicles or other vehicles which are not personal, standard manufactured passenger vehicles may be kept in the street right-of-way or in the area between the street and the building setback line, or in the side yard area. All parking for persons residing in any residence shall be off-street and outside of the public rights of way. No parking on lawns, non-approved drives, pads or other parking areas shall be allowed.
- Y. All construction, excavation, site grading, trenching, diggings, equipment storage and usage, and other activities on the Property shall be undertaken in compliance with the rules and guidelines established by the Architectural Control Committee. These guidelines shall restrict or prohibit certain types of activity, such as grading or backfilling, which may damage trees and other plants.

It is the responsibility of each Owner to ensure that the Owner and every contractor employed by the Owner has reviewed and agreed to comply with the foregoing common scheme restrictions prior to commencement of site preparation or construction.

## ARTICLES

### GENERAL PROVISIONS

**Section 1. Noxious Activity.** No loud, disturbing, unsanitary, dangerous, hazardous, noxious or offensive trade or activity shall be carried on upon the Common Properties or any portion of the Property. Nor shall any annoyance or nuisance created or sustained by any Owner upon the Property or Common Properties be tolerated or permitted.

**Section 2. Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the Property, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the Owners of any of the Property, their respective legal representatives, heirs, successors and assigns until December 31, 2047. Said Covenants and Restrictions may be

renewed and extended, in whole or in part, beyond said term for successive periods not to exceed ten (10) years each if an agreement for renewal and extension is signed by members of the Association then entitled to cast at least fifty percent (50%) of the votes of the Association and is filed for record in the Office of the Circuit Clerk and Recorder for Pulaski County, Arkansas, at least one hundred eighty (180) days prior to the effective date of such renewal and extension; provided, however, that each such renewal agreement shall specify which of the Covenants and Restrictions are so renewed and extended and the term for which they are so renewed and extended. Every purchaser and grantee of any interest in any of the Property by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be renewed and extended as provided herein.

**Section 3. Notices.** Any notice required or permitted to be sent to any member pursuant to any provision to this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or Owner to whom it is intended at the Owner's last known place of residence and such service shall be deemed sufficient. The date-of service shall be the date of mailing.

**Section 4. Assignability.** Notwithstanding any other provision herein to the contrary, Developer shall at all times have the right to fully transfer, convey and assign all of its rights, title, interest, and obligations under this Declaration provided that such transferee, grantee, or assignee shall take such rights subject to all of the Covenants and Restrictions contained herein, and in such event the transferee shall be deemed to be the Developer.

**Section 5. Severability.** Invalidation of any of the covenants, restrictions, requirements, provisions, or any part thereof by an order, judgment, or decree of any court, shall in no way affect any other provisions of this Declaration, which shall remain in full force and effect.

**Section 6. Amendment.** The Covenants and Restrictions of this Declaration may be amended, modified, extended, changed, or cancelled, in whole or in part, at any time by a written instrument signed and acknowledged by the holder or holders of at least fifty percent (50%) of the votes of the members of the Association then entitled to be cast; provided, however, that any such amendment must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to BEAR DEN ESTATES Addition to the City of Little Rock, and shall not become effective until the instrument evidencing the change has been duly filed for record in the Office of the Circuit Clerk and Recorder of Pulaski County, Arkansas. Further, such instrument shall be not effective unless written notice of the proposed amendment is sent to every voting member at least thirty (30) days in advance of any action taken. Every purchaser or grantee of any interest in any of the Property by acceptance of a deed or other conveyance thereof, hereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

**Section 7.** This Declaration may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Developer has causes this instrument to be executed this  
14<sup>th</sup> day of January, 2022.

DEVELOPER

BEAR DEN DEVELOPMENT COMPANY, LLC

By:   
Name: Andrew B. Holbert  
Title: Managing Member

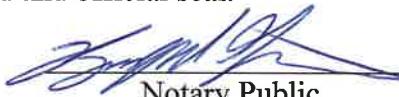
*(Acknowledgment on following page)*

## ACKNOWLEDGMENT

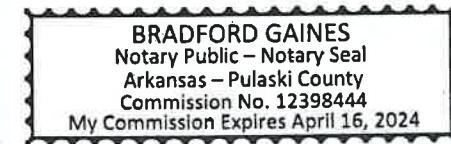
STATE OF ARKANSAS  
COUNTY OF PULASKI

On this the 14<sup>th</sup> day of January, 2022, before me, the undersigned Notary Public, duly commissioned and acting for the county and state aforesaid, , personally appeared Andrew B. Holbert who acknowledged himself/herself to be the duly authorized Manager of Bear Den Development Company, LLC and as such Manager executed the foregoing instrument for the uses and purposes therein contained and set forth.

In witness whereof I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: April 16, 2024



## **EXHIBIT A**

**THE S<sup>1</sup>/<sub>2</sub> OF THE SE <sup>1</sup>/<sub>4</sub> OF SECTION 22, TOWNSHIP 2 NORTH,  
RANGE 14 WEST, PULASKI COUNTY, ARKANSAS.**