

# Declaration of Covenants & Restrictions

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ST. CHARLES COMMUNITY ASSOCIATION INC.  
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 24th day of  
October, 1977, by Bailey Corporation (hereinafter  
called the "Developer"), a corporation established under the  
laws of the State of Arkansas.

## WITNESSETH:

WHEREAS, the Developer is the present owner of the  
Overall Property located in Pulaski County, Arkansas (as  
hereinafter defined); and

WHEREAS, Developer presently intends to develop,  
or cause to be developed, over an extended period and in  
stages the Overall Property for multi-family-apartment-  
residential purposes, condominium-residential purposes,  
attached and detached single-family-residential-dwelling  
purposes and other purposes; and

WHEREAS, Developer desires to provide open spaces,  
green belts, walkways, recreational areas and other facil-  
ities for the benefit of all the residents in those portions  
of the Overall Property actually developed; and

WHEREAS, Developer deems it desirable to create  
the Association (as hereinafter defined) to own, maintain  
and administer the Common Properties (as hereinafter defined),  
to administer and enforce the Covenants and Restrictions (as  
hereinafter defined) imposed on the residential 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 condominium homes, any single-  
family attached or detached homes and lots, or building lots  
therefor, and any tenant-occupied apartments and apartment  
buildings and related property and in order to insure the  
residents' enjoyment of the Common Properties; and

WHEREAS, Developer intends that every Owner (as  
hereinafter defined); of a Residential Unit (as hereinafter

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defined) which is made subject to this Declaration does automatically and by reason of such ownership and this Declaration become a member of the Association and subject to its valid rules and regulations and the assessments made by the Association;

NOW, THEREFORE, the Developer declares that the property which is made subject to this Declaration pursuant to Article II is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are 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.

ARTICLE I

DEFINITIONS

The following terms, when used in this Declaration of Covenants for St. Charles 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 the St. Charles Community Association, Inc., a non-profit corporation organized and existing under the laws of the State of Arkansas.

(b) "Common Properties" shall mean and refer to those areas of land and easements together with all structures and facilities constructed therein conveyed or to be conveyed to the Association which shall be devoted to the common use and enjoyment of the Owners of the Restricted Property including but not limited to the following: playgrounds, swimming pools, jogging and bicycle trails, tennis courts, recreational areas or facilities, gateways, entrances 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.

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(d) "Developer" shall mean and refer to Bailey Corporation, a corporation established under the laws of the State of Arkansas and its successors and assigns.

(e) "Development Documents" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association.

(f) "Development Plan" shall mean and refer to a certain Preliminary Plat prepared by Edward G. Smith, dated January 31, 1977.

(g) "Manager" shall mean and refer to any Person with whom the Association contracts for the administration and operation of the Common Properties.

(h) "Mortgage" shall mean and refer to any security instrument by means of which title to property is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, mortgages and deeds of trust.

(i) "Overall Property" shall mean and refer to the property described on Exhibit "A", being approximately 1500 acres, attached hereto and made a part hereof which is now owned or may be acquired by Developer in the future and platted as a part of St. Charles Addition to the City of Little Rock.

(j) "Owner" shall mean and refer to the Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added property which comes within the definition of Restricted Property pursuant to this Declaration; provided, however, that any such Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

(k) "Person" shall mean and refer to any natural person, corporation, partnership, limited partnership, joint venture, association or any other such entity.

(l) "Recreational Purposes" shall mean and include activities such as picnicking, engaging in sporting activities,



(l) "Recreational Purposes" shall mean and include activities such as picnicking, camping, and sporting activities.

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walking, jogging, riding of non-motorized vehicles and such other activities as may be delineated by the Board of Directors of the Association from time to time.

(m) "Restricted Property" shall mean and refer to all real property set forth in Article II of this Declaration and any additional real property added to the jurisdiction of the Association pursuant to the provisions of Article II, Section 2 of this Declaration.

(n) "Residential Unit" shall mean and refer to each single-family detached house; each single-family house even if directly attached to another single-family house; each single-family condominium unit; a single apartment unit in an apartment building or buildings intended for tenant occupancy (which definition gives an apartment building Owner the number of votes equal to the number of apartments in his building and the corollary assessment burden); and a single lot provided property intended for a single-family detached house or a single-family condominium residence prior to the construction on such lot, or any other equivalent form of residential building.

#### ARTICLE II

##### PROPERTY SUBJECT TO DECLARATION; EFFECT THEREOF

###### Section 1. Property Hereby Subjected to This Declaration.

This Declaration is hereby imposed upon the following described real property and the Developer hereby subjects the following described property to this Declaration, which such property shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

Lots 1-6, ST. CHARLES ADDITION to the City of Little Rock

###### Section 2. Additional Property Hereafter Subjected to This Declaration.

The Developer may subject additional real property to this Declaration by executing and filing for record in the Office of the Recorder for Pulaski County, Arkansas a

supplemental declaration describing the additional property which is to become part of the Restricted Property and stating that this Declaration does thereafter apply to such additional Restricted Property; provided, however, that the additional Restricted Property

(a) is a part of the Overall Property.

(b) is property to be developed for multi-family-apartment-residential purposes, condominium-residential purposes and attached and detached single-family residential dwelling purposes.

Notwithstanding anything contained herein to the contrary, this Declaration does not create any charge, lien, encumbrance, restriction, or limitation on or have any effect on any property other than the real property specifically described above in Section 1 of this Article II, unless, if and until any additional property by supplemental declaration is subjected hereto in the manner contemplated hereby and then only from that time forward.

No approval from any member of the Association or anyone else is required for the Developer to subject additional property as Restricted Property to this Declaration.

Section 3. All Restricted Property Bears the Burdens and Enjoys the Benefits of This Declaration.

Every Person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

#### ARTICLE III

##### THE COMMUNITY ASSOCIATION; AUTOMATIC MEMBERSHIP AND VOTING RIGHTS THEREIN

Section 1. The Association

The Developer has caused to be formed and incorporated under the laws of the State of Arkansas and there does

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now exist, pursuant to order of incorporation dated October 24, 1977, St. Charles Community Association, Inc., a non-profit Arkansas corporation.

Section 2. Membership

Every person who is an Owner is and shall be a member of the Association; provided, however, that any such Person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 3. Voting Rights

The Association shall have only one class of membership. Each member shall have one vote for each lot or building site in which he holds the interest required for membership by the preceding section and upon which he shall not be delinquent in the payment of assessments; provided, however, when more than one person holds such interest or interests in any lots or building site all such persons shall be members and they vote for such lot or building site shall be exercised as they, among themselves shall determine; but in no event shall more than one vote be cast with respect to any such lot or building site except in the event a multi-family unit is located on the lot.

Section 4. Suspension of Membership Rights.

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such member's obligation to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

Section 5. Meetings of the Membership

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to



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members and the quorum and percentage vote required for the transaction of business of any meeting, shall be as specified in this Declaration, in the By-Laws of the Association as amended from time to time, or by law.

ARTICLE IV

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

Section 1.

The Developer hereby covenants with the Association to convey to the Association as the property is developed, that property designated as Parks, Lake, Green Area and Jogging Trails on a Preliminary Plat of St. Charles Addition to the City of Little Rock prepared by Edward G. Smith dated January 31, 1977, all of which property not identified shall be conveyed no later than January 1, 1992. In addition, the Developer shall be entitled to convey such other real property, unencumbered, as it may deem to be in the best interests of the Association for the use and enjoyment of the members of the Association and the 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 Restricted Property and the Common Properties.

The Developer covenants that any conveyance of land to the Association shall be made by special warranty deed, subject to the easements and provisions of this Declaration.

The Association may waive the obligations of the Developer pursuant to this Section 1 by affirmative vote of the holders of 50% or more of the vote of the members in the Association then entitled to vote, and if such waiver is in accordance with the zoning ordinances for St. Charles Addition to the City of Little Rock.

Notwithstanding anything to the contrary contained herein, the covenant of Developer may not be enforced by in-

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junctive relief, specific performance, or any other in rem type proceeding, nor does such covenant create any lien, charge or encumbrance on any property but carries only the sanction of monetary damages, if any liability should be adjudged against the Developer.

Section 2. Members' Easements of Enjoyment.

Subject to the provisions contained in (a) through (f) of this Section, every member of the Association shall have a 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, and such easement shall be appurtenant to and shall pass with the title to all portions of the Restricted Property. Unless waived by the vote of holders of 50% or more of those then entitled to vote of all members as evidenced by affidavit of an officer of the Association recorded in the Office of the Records and Deeds for Pulaski County, and subject to applicable zoning ordinances, governmental rules and regulations and the rights of Developer and others as herein stated, the Common Properties shall be used only for Recreational Purposes. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer or its designees to the exclusive use of such portion of the Common Properties as it, in the exercise of its sole discretion, may deem necessary or advisable for, or as may be reasonably required, convenient or incidental to, the construction of improvements within the Restricted Property and the sale of property contained therein including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such right of the Developer shall and does exist notwithstanding any provision of this Declaration which might be construed to the contrary, and such right of the Developer exists without affecting any member's obligation to pay assessments coming due during such period of time and



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without affecting the permanent charge and lien on any member's property in favor of the Association; and

(b) The right of the Association (if holders of 50% or more of the vote of those then entitled to vote authorize, and subject to applicable zoning ordinances) to borrow money for the purpose of improving the Common Properties and in aid thereof to Mortgage or otherwise burden or encumber the Common Properties. The Association shall not Mortgage any portion of the Common Properties which may provide ingress or egress to any Residential Unit. In the event of a default upon any such Mortgage or other burden or encumbrance, the lender shall then only have a right, (a) to take possession of such Common Properties (where such right to possession exists), (b) to charge admission and other fees as a condition to continued enjoyment by the members and, (c) if necessary, to open the enjoyment of such Common Properties to Persons other than members until the Mortgage or other debt is satisfied, such right being the exclusive remedy available to the lender; and at the time such Mortgage or other debt is satisfied the title to and possession of such Common Properties shall be returned to the Association, all rights of Persons other than members shall terminate and all rights of the members hereunder shall be fully restored; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(e) The right of the Association to charge reasonable admission and other fees for the use of any facilities which may be constructed upon the Common Properties; and

(f) The right of the Association at any time to transfer all or any part of the Common Properties, if

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authorized by 50% or more of the vote of those then entitled

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authorized by 50% or more of the vote of those then entitled to vote, subject to the provisions of the Declaration and the Development Documents; and

(g) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary or desirable for the proper servicing and maintenance of the Common Properties or of common property owned by any condominium association of persons who are also members of the Association, or of St. Charles Addition to the City of Little Rock Sub-division; and

(h) The right of the 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; the Association, and such covenants and restrictions 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 rights and easements of enjoyment vested in him under this Article IV to each of his tenants and to each member of his family who resides with him on Restricted Property and to such other persons as may be permitted by the Association's Board of Directors.

ARTICLE V

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments.

Each Owner of any portion of the Restricted Property, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments and charges, and (b) special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with

such interest thereon and costs 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 was the record Owner of the property at the time the assessment fell due.

Section 2. Purpose of Assessments.

The assessments levied under this Article V shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants, and, in particular, for the acquisition, servicing, improvement and maintenance of the Common Properties and facilities related thereto devoted to such purposes and related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article V as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants, and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Common Properties and facilities.

Section 3. Basis and Maximum of Annual Assessments.

For the purpose of providing a general fund to enable said Association to perform the duties and to construct, purchase, operate or maintain the improvements herein provided for, all lots and building sites within the district shall be subject to an annual assessment to be paid to the Association by the respective owners thereof. The amount of amended assessment shall be fixed by the Association from year to year, but until further action of said Association shall be at the rate of \$100.00 per year for each lot or building site, except in the event a multi-family unit or condominium is built on a lot and in such event the assessment will be



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\$100.00 per unit; provided, however, that any amended assessment after the initial assessment shall not be increased by more than ten percent (10%) in any one year.

Section 4. Special Assessments.

Upon the affirmative vote of the holders of 50% or more of the vote of those then entitled to vote, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Common Properties, including any necessary fixtures and personal property related thereto; or for the purpose of increasing the annual assessment by an amount in excess of that authorized by Section 3 of this Article.

Section 5. Equality of Assessments Among Residential Units.

No Residential Unit within the Restricted Property shall bear a higher assessment than any other Residential Unit within the Restricted Property.

Section 6. Date of Commencement of Annual Assessments: Due Dates.

(a) The first assessment shall be for the fiscal year beginning January 1 and it shall be fixed and levied prior to January 1, 1979, and shall be due and payable on that date, and thereafter it shall be due and payable on the first day of January of each year. It will be the duty of the Association to give notice to all owners on or before that date of the amount of the assessment on each lot or building site owned by them and when it is due. Failure of the Association to levy the assessment prior to January 1 of any year shall not invalidate any such assessment subsequently levied for that particular year, nor shall failure to levy assessment for any one year affect the right of the association to do so for any subsequent year. By action of the Association the assessments levied may be made payable in monthly installments in lieu of annually. When the assessment is levied subsequent to January 1 of any year,

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then the first installment thereon shall become due and payable not later than thirty (30) days after the date of the levying of the assessment.

The first annual assessment payable to the Association with respect to a Residential Unit shall be adjusted according to the number of days remaining in the calendar year following the date the member becomes a member. That portion of such adjusted assessment as may be attributable to the number of days remaining in the month in which a Person becomes a member shall be payable to the Association at the time of becoming a member.

(b) The Association shall, upon demand at any time, furnish to any member liable for said assessment certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment; The Personal Obligation of Member; The Lien; Remedies of the Association.

(a) If an assessment is not paid on or before the date when due (being the dates specified in Section 6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the delinquent member's property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such assessment shall remain his personal obligation and shall also pass to his successors in title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such Owner and such successors in title shall

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be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors in title creating any indemnification of the Owner or any relation of principal and surety as between themselves.

(b) If an assessment is not paid within 30 days after the due date, such assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against such Owner's property, in which event, interest, costs and reasonable attorney's fees shall be added to the amount of such assessments as may then be due. Each Owner, by his acceptance of a deed or other conveyance to his property, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding in law or in equity. The lien provided for in this Article V shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members shall have the power to bid in the Owner's property at any foreclosure sale and to acquire, hold, lease, Mortgage and convey the same. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties and facilities or by abandonment of his property. The Association shall not waive any liens or rights it may have as against a member or such member's Residential Unit without the approval of holders of fifty percent (50%) or more of the membership entitled to vote.

(c) If an assessment is not paid with thirty (30) days after the due date, the Association may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in and to the Common Properties and facilities and the right to receive



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and enjoy such services and other benefits as may then be provided by the Association. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such member's property in favor of the Association.

Section 8. Subordination of the Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any Restricted Property is hereby made subordinate to any lien of the first Mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date such Mortgage is filed for record have been paid. The liens and permanent charges hereby subordinated are only such liens and charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such Mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at a time when he is the Owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other Person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of

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foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation, or relieve such property or the then owner of such property from liability for any assessments or charges authorized hereunder coming due after such sale or transfer.

ARTICLE VI

ADMINISTRATION

Section 1. Responsibility for Administration.

The administration of the Association, the maintenance, repair, replacement and operation of the Common Properties and those acts required of the Association by the Development Documents shall be the responsibility of the Association. Such administration shall be governed by the Development Documents and the duties and powers of the Association shall be those set forth therein together with those reasonably implied to effect the purposes of the Association and this Declaration.

Section 2. Management and Maintenance Agreements.

The Association shall enter into such management and maintenance agreements as may be necessary or desirable for the administration and maintenance of the Common Properties. In the event the Association shall determine to place improvements upon the Common Properties pursuant to the Development Documents and this Declaration and enters into a management agreement for the operation of such facilities and improvements, the Manager of the Common Properties shall exercise all the powers and shall be responsible for the performance of all the duties of the Association as provided for in the Development Documents, excepting those powers and duties specifically and exclusively assigned to the officers, directors or members of the Association by the Development Documents and this Declaration. Any management agreement which is to be entered into, after approval by a majority of the Board of Directors, shall provide for the compensation

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to be paid, the term thereof, which shall not exceed two (2) years, and the manner in which and terms upon which such agreement may be terminated.

Section 3. Limitation of Liability; Indemnification.

Notwithstanding the duties of the Association to maintain and operate the Common Properties, the Association shall not be liable for injury or damage caused by a latent condition of the Common Properties nor for injury caused by the elements, members or other Persons; nor shall any officer or Director of the Association be liable to any Person for injury or damage caused by such officer or Director in the performance of his duties unless due to the willful misfeasance or malfeasance or gross negligence of such officer or Director. Each officer and Director of the Association shall be indemnified by the members against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or Director of the Association, or any settlement, whether or not he is an officer or Director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer or Director is adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement; the indemnification shall apply only when the Board of Directors of the Association approves of such settlement and reimbursement as being for and in the best interests of the Association.

ARTICLE VII

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance.

The Board of Directors of the Association or its duly authorized agent shall have the authority to and shall obtain insurance for any improvements on the Common Properties



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against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering the Common Properties and all damage or injury caused by the negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written with a company licensed to do business in the State of Arkansas and all policies shall be for the benefit of the Association and its mortgagees, if any, as their interests may appear.

ARTICLE VIII

ARCHITECTURAL CONTROLS

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Restricted Property or any later added Restricted Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more Directors of the Board of Directors of the Association. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed granted and this Article will be deemed to have been fully complied with. The Board of Directors shall establish such procedures as it deems

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necessary to insure that the provisions of this Article are complied with, including, but not limited to, the manner in which plans and specifications shall be submitted for review and the manner of notification of approval or disapproval of such plans and specifications.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration.

The Covenants and Restrictions of this Declaration shall run with and bind the land, 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 Restricted Property, their respective legal representatives, heirs, successors and assigns, until December 31, 2016. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said fifty year term for successive periods not to exceed ten years each if an agreement for renewal and extension is signed by members of the Association then entitled to cast at least 50% of the votes of the Association and is filed for record in the Office of the Recorder for Pulaski County, Arkansas, at least 180 days prior to the effective date of such renewal and extension; provided, however, that each such 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 or grantee of any interest in any of the Restricted 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 2. Notices.

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or Owner to whom it is

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intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Assignability.

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

Section 4. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of the Declaration are declared to be severable.

Section 5. Amendment.

The Covenants and Restrictions of this Declaration may be amended at any time following the day and year first above written by an instrument signed by members of the Association then entitled to cast at least 50% of the votes of the members of the Association and, provided, however, that any such amendment of these Covenants and Restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the St. Charles Addition to the City of Little Rock, and shall not become effective until the instrument evidencing



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such change has been duly filed for record in the Office of the Recorder for Pulaski County, Arkansas, and unless written notice of the proposed amendment is sent to every member at least 30 days in advance of any action taken. Every purchaser or grantee of any interest in any of the Restricted Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

Section 6. Execution in Counterparts.

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 caused this Declaration to be executed by its Vice-President and by the Assistant Secretary, the day and year first above written.

DEVELOPER  
BAILEY CORPORATION

By H. Mitchell  
Vice-President

ATTEST:

Leah Caradine  
Assistant Secretary  
( CORPORATE SEAL )

STATE OF ARKANSAS)  
)ss.  
COUNTY OF PULASKI)

ACKNOWLEDGMENT

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named H. Maurice Mitchell and Leah Caradine, to me personally well known, who stated that they were the Vice-President and Assistant Secretary, respectively, of Bailey Corporation, an Arkansas corporation, and stated and acknowledged that they were duly authorized in their respective capacities to execute the foregoing instrument 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 consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 24<sup>th</sup> day of October, 1977.

My commission expires:

May 1, 1981  
( SEAL )

Reuby Barrett  
Notary Public

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EXHIBIT "A"

Section 11, Township 2 North, Range 13 West  
Pulaski County, Arkansas

Section 12, Township 2 North, Range 13 West  
Pulaski County, Arkansas, with the exception  
of Marlowe Manor Addition, Little Rock,  
Arkansas

N $\frac{1}{2}$  N $\frac{1}{2}$  Section 5, Township 1 North, Range 13  
West, Pulaski County, Arkansas

SW $\frac{1}{4}$  Section 33, Township 2 North, Range 13  
West, Pulaski County, Arkansas, with the  
exception of Pleasantree First Addition  
to the City of Little Rock, Arkansas

FILED & RECORDED

1977 OCT 24 AM 2 58

*Julia M. Hughes*

JULIA M. HUGHES  
TREASURER, CLERK

BLSR 1

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