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In Official Records of Terri Hollingsworth Circuit/County Clerk

PULASKI CO, AR FEE \$65.00



Prepared by: Friday, Eldredge & Clark  
400 W. Capitol, Suite 2000  
Little Rock, AR 72201

**BILL OF ASSURANCE**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, POTLATCHDELTAIC REAL ESTATE, LLC (hereinafter called "PotlatchDeltaic"), is the owner of the following property:

**LEGAL DESCRIPTION:**

A TRACT OF LAND BEING PART OF THE SOUTHWEST 1/4 OF SECTION 15, AND PART OF THE SOUTHEAST 1/4 OF SECTION 16, ALL IN T-2-N, R-14-W, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 17, BLOCK 61, CHALLAIN PLACE SUBDIVISION, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS, AS RECORDED AS INSTRUMENT NO. 2003049204, RECORDS OF PULASKI COUNTY ARKANSAS; THENCE N01°53'59"W, 108.72 FEET TO THE SOUTHERN RIGHT-OF-WAY LINE OF CHALAMONT DRIVE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY THE ARC OF A 507.47 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF N67°31'39"E, 356.65 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, S17°42'24"E, 495.29 FEET; THENCE N72°17'36"E, 211.00 FEET; THENCE S17°42'24"E, 16.80 FEET; THENCE ALONG THE ARC OF A 322.50 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF S16°28'06"E, 13.94 FEET; THENCE N74°46'12"E, 135.04 FEET; THENCE S86°11'47"E, 65.53 FEET; THENCE S04°01'23"W, 304.24 FEET TO A POINT ON THE WESTERN BOUNDARY OF DUQUESNE COMMUNITY SUBDIVISION, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERN BOUNDARY THE FOLLOWING COURSES: (1) S12°38'44"W, 159.88 FEET; (2) S30°24'40"E, 160.02 FEET; THENCE LEAVING SAID BOUNDARY, S71°18'37"W, 497.76 FEET; THENCE S88°50'50"W, 298.82 FEET; THENCE N01°09'10"W, 139.37 FEET; THENCE N12°14'01"E, 120.00 FEET; THENCE N77°45'59"W, 44.37 FEET; THENCE N12°14'01"E, 45.00 FEET; THENCE S77°45'59"E, 12.52 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF N57°14'01"E, 35.36 FEET; THENCE N12°14'01"E, 130.07 FEET; THENCE N67°27'16"W, 232.13 FEET; THENCE N10°04'09"W, 133.14 FEET TO A POINT ON THE EASTERN BOUNDARY OF CHALLAIN PLACE SUBDIVISION, CHENAL VALLEY AS PREVIOUSLY SAID; THENCE NORTHERLY ALONG SAID BOUNDARY THE FOLLOWING COURSES; (1) N33°14'34"E,

139.31 FEET; (2) N14°09'53"W, 137.90 FEET TO THE POINT OF BEGINNING, CONTAINING 15.3898 ACRES MORE OR LESS.

as shown on the Plat herein mentioned as Lots 1-19, Lots 36-48 and Lots 71-75, Block 59 and Tracts A, B and C, Block 59, Chenal Valley an Addition to the City of Little Rock, Arkansas (the "Calion Court Neighborhood"); and

WHEREAS, the Calion Court Neighborhood is part of the community known as Chenal Valley and is subject to those certain Covenants and Restrictions filed November 22, 1989 in the office of the Circuit Clerk of Pulaski County as Instrument No. 89-61706, as amended, (the "Covenants and Restrictions"); and

WHEREAS, PotlatchDeltic has caused to be incorporated (i) Calion Court Property Owners Association, Inc. for the purpose of administering the maintenance of the common area and amenities in the Calion Court Neighborhood and (ii) Chenal Valley Property Owners Association, Inc. for the purpose of administering the maintenance of the common areas and amenities of Chenal Valley; and

WHEREAS, all owners of lots within the Calion Court Neighborhood are required to be members of the Calion Court Property Owners Association, Inc. as provided for herein and members of Chenal Valley Property Owners Association, Inc. as provided for in the Covenants and Restrictions; and

WHEREAS, it is deemed advisable that all of the property shown on the plat hereinafter mentioned, be subdivided into building lots, tracts and streets as shown on the plat filed herewith and that said property be held, owned and conveyed subject to the protective covenants herein contained and in the Covenant and Restrictions in order to enhance the value of the Calion Court Neighborhood.

NOW THEREFORE, PotlatchDeltic, for and in consideration of the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value, has caused to be made a plat showing a survey made by Zane Robbins, Registered Land Surveyor dated 10/24/2023 and bearing a Certificate of Approval executed by the Department of Comprehensive Planning of the City of Little Rock, and showing the boundaries and dimensions of the property now being subdivided into lots, tracts and streets (the "Plat").

PotlatchDeltic hereby donates and dedicates to the public an easement of way on, over and under the streets and right of way reflected on said Plat to be used as public streets. In addition to the said streets, there are certain easements for utilities as reflected more particularly on the Plat which PotlatchDeltic hereby donates and dedicates to and for the use of public utilities ("Public Utilities") in accordance with further terms and conditions of this Bill of Assurance, the same being, without limiting the generality of the foregoing, electric power, gas, telecommunications, water, drainage and sewer, with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utilities to use and occupy such easements, and to have free

ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services. SEWER EASEMENTS REFLECTED ON THE PLAT MAY BE USED FOR SANITARY SEWER.

The use of the area designated on the Plat as Tract A, Block 59, Chenal Valley, an addition to the City of Little Rock, Arkansas, is hereby donated and dedicated by PotlatchDeltic to the owners, as they may exist from time to time, of lots within the Calion Court Neighborhood with the right, subject to further terms and conditions of the Plat and this Bill of Assurance, to use these areas for landscaping, drainage, storm drainage, storm water detention, sanitary sewer, electric and a United States Postal Service Kiosk, and the Calion Court Property Owners Association, Inc. shall maintain such areas and improvements, at its sole cost except for public utility improvements which are maintained by such public utilities. No improvements by any party shall be placed on the area designated as Tract A, Block 59, Chenal Valley, an addition to the City of Little Rock, Arkansas, unless first approved by PotlatchDeltic, the appropriate agencies of the City of Little Rock, if necessary, Calion Court Property Owners Association, Inc. and the Architectural Control Committee established pursuant to the Covenants and Restrictions of Chenal Valley.

The use of the area designated on the Plat as Tract B, Block 59, Chenal Valley, an addition to the City of Little Rock, Arkansas, is hereby donated and dedicated by PotlatchDeltic to the owners, as they may exist from time to time, of lots within the Calion Court Neighborhood with the right, subject to further terms and conditions of the Plat and this Bill of Assurance, to use these areas for landscaping, drainage, storm drainage, and sanitary sewer, and the Calion Court Property Owners Association, Inc. shall maintain such areas and improvements, at its sole cost except for public utility improvements which are maintained by such public utilities. No improvements by any party shall be placed on the area designated as Tract B, Block 59, Chenal Valley, an addition to the City of Little Rock, Arkansas, unless first approved by PotlatchDeltic, the appropriate agencies of the City of Little Rock, if necessary, Calion Court Property Owners Association, Inc. and the Architectural Control Committee established pursuant to the Covenants and Restrictions of Chenal Valley.

The use of the area designated on the Plat as Tract C, Block 59, Chenal Valley, an addition to the City of Little Rock, Arkansas, is hereby donated and dedicated by PotlatchDeltic to the owners, as they may exist from time to time, of lots within the Calion Court Neighborhood with the right, subject to further terms and conditions of the Plat and this Bill of Assurance, to use these areas for landscaping, drainage, storm drainage, storm water detention, sanitary sewer, electric and telecommunications, and the Calion Court Property Owners Association, Inc. shall maintain such areas and improvements, at its sole cost except for public utility improvements which are maintained by such public utilities. No improvements by any party shall be placed on the area designated as Tract C, Block 59, Chenal Valley, an addition to the City of Little Rock, Arkansas, unless first approved by PotlatchDeltic, the appropriate agencies of the City of Little Rock, if necessary, Calion Court Property Owners Association, Inc. and the Architectural Control Committee established pursuant to the Covenants and Restrictions of Chenal Valley.

PRIOR TO THE COMMENCEMENT OF ANY INSTALLATION OF UTILITIES WITHIN THE UTILITY EASEMENTS REFLECTED ON THE PLAT, THE PUBLIC UTILITIES MUST SUBMIT WRITTEN PLANS AND SPECIFICATIONS OF THE PROPOSED IMPROVEMENTS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR REVIEW AND APPROVAL.

ALL UTILITIES TO BE INSTALLED BY PUBLIC UTILITIES AFTER PLATTING OF THE RIGHTS-OF-WAY MUST BE APPROVED PRIOR TO COMMENCEMENT OF CONSTRUCTION BY THE PUBLIC WORKS DEPARTMENT OF THE CITY OF LITTLE ROCK AND IF SUBSEQUENTLY INSTALLED IN THE RIGHTS-OF-WAY OR IN ANY EASEMENT ADJACENT TO THE RIGHTS-OF-WAY SUCH INSTALLATION MUST BE AT A DEPTH OF AT LEAST 30" BELOW THE ELEVATION OF THE ADJACENT STREET.

DEVELOPER, ITS SUCCESSORS OR ASSIGNS, HAS NO DUTY TO MAINTAIN, REPAIR OR REPLACE ANY IMPROVEMENTS LOCATED WITHIN THE TRACT, INCLUDING, BUT NOT LIMITED TO, UTILITIES AND LANDSCAPING OR WITHIN OTHER EASEMENT AREAS REFLECTED ON THE PLAT. ALL COSTS ASSOCIATED WITH ANY SUCH MAINTENANCE, REPAIR OR REPLACEMENT OF SUCH IMPROVEMENTS, AND ALL LANDSCAPING TREATMENTS, IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE ASSOCIATION, TO THE EXTENT SUCH COSTS ARE NOT A RESPONSIBILITY OF THE CITY OF LITTLE ROCK, ARKANSAS OR THE UTILITY PROVIDER.

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

The lands embraced in the Plat shall be forever known as "Lots 1 - 19, Lots 36-48 and Lots 71-75, Block 59, and Tracts A, B and C, Block 59, Chenal Valley, an addition to the City of Little Rock, Arkansas," and any and every deed of conveyance of any lot in the Calion Court Neighborhood describing the same by the number shown on said Plat shall always be deemed a sufficient description thereof.

Said lands herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants:

1. Additions to Calion Court Neighborhood. Additional lands of PotlatchDeltic may become subject to this Bill of Assurance and added to Calion Court Neighborhood in the following manner: PotlatchDeltic shall have the right but not the obligation to bring within the Calion Court Neighborhood additional properties, regardless of whether or not said properties are presently owned by PotlatchDeltic, as future phases of the Calion Court Neighborhood, provided that such additions are in accord with the general plan of development for the Calion Court Neighborhood (the "Calion Court General Plan") which has been prepared prior to the date of this Bill of Assurance and prior to the sale of any lot in the Calion Court Neighborhood and is maintained in

the office of PotlatchDeltic and provided such proposed additions, if made, become subject to assessments of the Calion Court Property Owners Association, Inc. for their share of expenses. UNDER NO CIRCUMSTANCES shall this Bill of Assurance or any supplement or the Calion Court General Plan bind PotlatchDeltic to make the proposed additions or to adhere to the Calion Court General Plan or any subsequent development plan shown on the Calion Court General Plan. Nor shall PotlatchDeltic be precluded from conveying lands in the Calion Court General Plan not subject to this Bill of Assurance or any supplement free and clear of this Bill of Assurance or any supplement thereto. Any additional phases added to the Calion Court Neighborhood shall be made by filing of record a Supplemental Bill of Assurance with respect to the additional property and shall extend the covenants and restrictions of this Bill of Assurance to said additional property and the owners, including PotlatchDeltic, of lots in those additions shall immediately be entitled to all rights and privileges provided in this Bill of Assurance. The Supplemental Bill of Assurance may contain such complementary additions and modifications of the provisions of this Bill of Assurance necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Bill of Assurance. In no event, however, shall such supplement revoke, modify or add to the covenants established by this Bill of Assurance as to the property herein described. No entity, other than PotlatchDeltic, shall have the right to subject additional lands to the Calion Court Neighborhood unless PotlatchDeltic shall indicate in writing that such additional lands may be included.

2. Architectural Control. No improvements shall be constructed or maintained upon any lot or Tract and no alteration or repainting to the exterior of any improvement, including, but not limited to, walls, retaining walls and swimming pools, shall be made and no landscaping performed unless approved by the Architectural Control Committee as provided for in the Covenants and Restrictions and this Bill of Assurance.

3. Use of Land. The land herein platted shall be held, owned and used only as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than a single detached single-family residence.

4. Common Amenities. The areas designated on the Plat as Tracts A, B and C, Block 59, and all improvements thereon, including but not limited to, any walls, lighting, drainage, irrigation, and landscaped areas shall be maintained by the Calion Court Property Owners Association, Inc., to the extent they are not the responsibility of the City of Little Rock, Arkansas and except for public utility improvements which are maintained by such public utilities.

5. Delegation of Authority. PotlatchDeltic has caused the formation of the Calion Court Property Owners Association, Inc., a nonprofit corporation. PotlatchDeltic shall have the right, but not the obligation, by a written instrument recorded in the Office of the Recorder for Pulaski County, Arkansas, to delegate, convey and transfer to such corporation all authority, rights, privileges and duties reserved by PotlatchDeltic in this Bill of Assurance.

6. Creation of Obligation for Assessments. By acceptance of a deed or other conveyance of property covered by this Bill of Assurance, each owner, other than PotlatchDeltic,

of a lot within Calion Court Neighborhood shall be deemed to covenant and agree to be a member of Calion Court Property Owners Association, Inc. and to pay any assessments, charges and/or special assessments which may hereinafter be levied by the Calion Court Property Owners Association, Inc. for the purpose of promoting the recreation, health, safety and welfare of the owners within the Calion Court Neighborhood, in particular for the acquisition, servicing, improvement and maintenance of the Tracts, common properties, common area, common amenities and drainage easements within the Calion Court Neighborhood and facilities which may be hereafter dedicated for use by PotlatchDeltic or otherwise acquired by the Calion Court Property Owners Association, Inc., which amount together with interest, costs of collection and a reasonable attorney's fee, shall be a continuing lien upon the lot.

In lieu of assessments being imposed upon such lots owned by PotlatchDeltic, PotlatchDeltic shall underwrite all reasonable costs for the operation of Calion Court Property Owners Association, Inc. not covered by assessments paid by owners of non-PotlatchDeltic lots until eighty percent (80%) of all lots are owned by persons or entities other than PotlatchDeltic. Once eighty percent (80%) of all lots are owned by persons or entities other than PotlatchDeltic, the remaining lots owned by PotlatchDeltic shall be subject at the next annual assessment to the same assessments as non-PotlatchDeltic lots.

7. Height and Type of Residence. The residences in Calion Court shall be of similar size and architectural style so as to create a neighborhood of architectural continuity. All construction shall be approved by the Architectural Control Committee, in its sole and absolute discretion, as further provided for in paragraph 2 of this Bill of Assurance. No residence shall be erected, altered, placed or permitted to remain on any lot in the Calion Court Neighborhood other than one detached single-family residence not to exceed two stories in height unless the Architectural Control Committee has approved in writing a residence of a greater height.

8. Setback Requirements. No residence shall be located nearer to the front lot line or the side street line than twenty (20) feet, provided, such setback requirement may be modified if such modification is approved by the Architectural Control Committee, the Little Rock Planning Commission, or the Little Rock Board of Adjustment, and such other regulatory agency as may succeed to their functions. No building shall be located nearer to an interior lot side line than six (6) feet. No principal dwelling shall be located on any lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps and porches not under roof shall not be considered as a part of the building. Where two or more lots are acquired as a single building site, the side building lines shall refer only to those bordering the adjoining property owner.

9. Minimum Square Feet Area. No residence shall be constructed or permitted to remain on any building site in the Calion Court Neighborhood unless the finished heated living area, exclusive of porches, patios, garages, breeze ways, exterior stairways, porte cocheres, storage areas and outbuildings, shall equal to or exceed that shown in the following schedule:

<u>Lot Number</u>	<u>One Story Minimum Sq. Ft.</u>	<u>Multi-Story Minimum Sq. Ft.</u>
All Lots	1,800	2,200

Finished heated living area shall be measured in a horizontal plane to the face of the outside wall on each level.

10. Frontage of Residence on Streets. Any residence erected on any lot in the Calion Court Neighborhood shall front or present a good frontage on the streets designated in the Plat, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated, and on any corner lot it shall mean that the residence shall front or present a good frontage on both of the streets designated in the Plat.

11. Commercial Structures. No building or structure of any type may ever be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot. This prohibition shall not apply to any business or structure that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to the Calion Court Neighborhood.

12. Outbuildings Prohibited. No outbuildings or other detached structure appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Architectural Control Committee.

13. Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any garbage, trash, rubbish, tree limbs, pine straw, leaves or cuttings, ashes or other refuse be thrown, placed or dumped upon any vacant lot, street, road or common areas, nor on any site unless placed in a container suitable for garbage pickup; nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

14. Oil and Mineral Operations. No oil drilling, oil development operating, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

15. Cesspool. No leaching cesspool shall ever be constructed or used on any lot.

16. Existing Structure. No existing, erected building, manufactured home, mobile home or structure of any sort may be moved onto or placed on any of the above-described lots.

17. Temporary Structure. No trailer, basement, tower, tent, shack, garage, barn or other outbuilding other than a guest house and servants quarters erected on a building site covered

by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

18. Easements for Public Utilities and Drainage. Easements for the installation, maintenance, repair and replacement of utility services, sewer, drainage, storm drains and storm drainage overflow have heretofore been donated and dedicated, said easements being of various widths, reference being hereby made to the Plat filed herewith for a more specific description of type, width and location thereof. Except as otherwise provided herein, no incinerators, structures, buildings or similar improvements shall be built or maintained within the area of such utility, drainage or storm drainage overflow easement. In the event any trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be grown, built or maintained within the area of such easement, no person, firm or corporation engaged in supplying public utility services shall be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

The Owner of a lot is solely responsible for the existing drainage course across his lot. The Calion Court Property Owners Association, Inc. is only responsible for maintenance and replacement of drainage equipment and facilities existing within the easements granted herein and described on the Plat that are not the responsibility of the City of Little Rock, and has no responsibility for the maintenance and repair of any drainage course or equipment located upon those areas of the lot outside the easement.

19. Fences, Flag Poles, Tree Houses. No fences or other enclosure of part of any building of any type or nature whatsoever shall ever be constructed, erected, placed or maintained closer to the front lot line than the building setback line applicable and in effect as to each lot, provided, however, that chain link or similar fences are in all events strictly prohibited and shall not be used under any circumstances; provided, further, that it is not the intentions of this paragraph to exclude the use of evergreens or other shrubbery to landscape the front yard. Fencing of any type must be approved by the Architectural Control Committee as provided in paragraph 2 hereof. No flagpoles may be erected or installed on any lot. No tree houses may be erected or installed on any lot without prior approval of the Chenal Valley Architectural Control Committee and in accordance with architectural guidelines established by such Committee. **FENCES MAY BE CONSTRUCTED IN EASEMENTS NOT MARKED "FOR OVERLAND FLOW" ON THE PLAT.**

20. Sight Line Restrictions. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points fifty (50) feet from the intersection of the street lines, or in the case of a rounded property corner, within the triangle formed by tangents to the curve at its beginning and end, and a line connecting them at points fifty (50) feet from their intersection. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of at least eight (8) feet to prevent obstruction of such sight lines. The same sight line



limitations shall apply on any lot within ten feet of the intersection of the street property line with the edge of a driveway or alley pavement.

21. Property Lines and Boundaries. Iron pins have been set on all lot corners and points of curve and all lot dimensions shown on curves are chord distances, and all curve data as shown on the Plat filed herewith is centerline curve data. In the event of minor discrepancies between the dimensions or distances as shown on the Plat and actual dimensions and distances as disclosed by the established pins, the pins as set shall control.

22. Driveway Obstructions. No obstruction shall be placed in the street gutter. Curbs shall be saw cut at driveways with a diamond blade, and driveway grades lowered to meet the gutter line not more than two inches above the gutter grade.

23. Subdividing Lot. No lot shall be subdivided.

24. Prohibition Against Leasing. NO PORTION OF A LOT, DWELLING, RESIDENCE OR STRUCTURE MAY BE LEASED AND NO TRANSIENT OR TEMPORARY OCCUPANT MAY BE ACCOMMODATED THEREIN UNLESS BY CONSENT OF POTLATCHDELTAIC, ITS SUCCESSORS OR ASSIGNS, AND THE CALION COURT PROPERTY OWNERS' ASSOCIATION, INC. ANY LEASE OF THE ENTIRE LOT, DWELLING, RESIDENCE OR STRUCTURE MUST BE FOR NOT LESS THAN TWELVE (12) MONTHS UNLESS A SHORTER LEASE TERM HAS BEEN APPROVED BY THE BOARD OF DIRECTORS OF THE AFOREMENTIONED ASSOCIATION AND POTLATCHDELTAIC, ITS SUCCESSORS OR ASSIGNS. THE OWNER OF THE LOT, DWELLING, RESIDENCE OR STRUCTURE SHALL PROVIDE POTLATCHDELTAIC AND THE AFOREMENTIONED ASSOCIATION WITH A COPY OF ANY LEASE AGREEMENT, WITH RENTAL AMOUNTS REDACTED, WITHIN FIVE (5) DAYS OF THE EXECUTION OF THE LEASE.

25. Right to Enforce. The restrictions herein set forth as well as those contained within the Covenant and Restrictions shall run with the land and shall bind the present owner, its successors and assigns. All parties claiming by, through or under the present owner shall be taken to covenant with the owner of the lots hereby restricted, and their respective successors and assigns, to conform to and observe these restrictions. No restriction herein shall be personally binding upon any corporation, person or persons, except with respect to breaches committed during its, his or their term of holding title to said land. PotlatchDeltic, its successors and assigns (for so long as PotlatchDeltic owns lots within Calion Court Neighborhood but not thereafter), the Calion Court Property Owners Association, Inc. and also the owner or owners of any of the lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages and failure by owner or owners of any lot or lots in this addition to observe any of the restrictions herein. Any delay in bringing such action shall in no event be deemed to be a waiver of the right to do so thereafter.

If, in the sole opinion of the Calion Court Property Owners Association, Inc. ("Association") any Owner or occupant has failed in any of the duties or responsibilities reflected in the Covenants and Restrictions or this Bill of Assurance, then the Association may provide written notice of that failure, giving the Owner or occupant ten (10) days from receipt to perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within the ten-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 any civil or criminal damages for wrongful entry, trespass, conversion or otherwise to any person. The Owners and occupants (including lessees) of any part of the Property on which work is performed shall jointly and severally be liable for the cost of the work and shall promptly reimburse the Association for all costs. If the Association has not been reimbursed within thirty (30) days after invoicing, the indebtedness shall be a debt of all of the Owners and occupants jointly and severally, and shall constitute a lien against the Lot and improvements upon which work was performed. This lien, as well as any fine hereinafter authorized and imposed by the Board of Directors, shall have the same attributes as the lien for assessments and special assessments set forth in Paragraph 6, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure. The Board of Directors may impose reasonable monetary fines upon the Owner which shall constitute a lien on the Owners Lot and all improvements thereon.

26. Modification of Restrictions. Any and all of the covenants, provisions or restrictions set forth in this Bill of Assurance may be amended, modified, extended, changed or canceled, in whole or in part, by a written instrument signed and acknowledged by owner or owners of more than seventy-five percent (75%), as it may exist at such time, including additions made hereto pursuant to Paragraph 1 hereof, of the total lots within the Calion Court Neighborhood. Each covenant in this instrument, unless expressly provided otherwise, shall remain in full force and effect until January 1, 2053, after which time each covenant in this instrument shall be automatically extended for successive periods of ten (10) years unless an instrument terminating the covenants signed by the then owners of seventy-five percent (75%) of the lots in the Calion Court Neighborhood has been recorded prior to the commencement of any ten-year period.

27. Attorney Fee. In any legal or equitable proceeding for the enforcement of or to restrain the violation of this instrument or any provisions thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorney fees in such amount as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

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

EXECUTED this 9<sup>th</sup> day of October, 2023.

POTLATCHDELTAIC REAL ESTATE, LLC

By:   
David Meghreblian, Vice President

ACKNOWLEDGMENT


STATE OF ARKANSAS

COUNTY OF PULASKI

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named David Meghreblian, to me well known, who stated he was the Vice President of POTLATCHDELTAIC REAL ESTATE, LLC, and was designated and duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said POTLATCHDELTAIC REAL ESTATE, LLC, and further stated and acknowledged that he 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 this 9 day of October, 2023.



  
Notary Public

My Commission Expires:

6-1-2028