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In Official Records of Terri Hollingsworth Circuit/County Clerk

PULASKI CO, AR FEE \$165.00

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ISABELLE COURT TOWNHOMES, A PLANNED UNIT DEVELOPMENT**

KNOW ALL MEN BY THESE PRESENTS:

In accordance with the terms of this Declaration, the undersigned Owners of all lots and townhomes located within the development known as Isabelle Court Townhomes are members of the Isabelle Court Townhomes Property Owners Association, Inc. (hereinafter referred to as the "Association"), and the lots and owners are bound by these Declarations. The covenants and restrictions set forth in this Declaration shall be construed as covenants running with the land and shall be binding on all Owners and Units and upon their heirs, personal representatives, successors and assigns forever.

**ARTICLE I:
DEFINITIONS**

Section 1. "Association" shall mean and refer to Isabelle Court Townhomes Property Owners Association, Inc., an Arkansas Nonprofit Corporation.

Section 2. "Board of Directors" or "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 3. "Common Facilities" shall mean all real property and any improvements thereon, owned or hereafter acquired by the Association for the exclusive common use and enjoyment of the owners, members of their family, or their invitees or guests.

Section 4. "Common Area" or "Common Areas" shall mean all real property now owned by the Association, or in which an interest is hereafter acquired by the Association, or which is designated as a "Common Area" or "Common Areas" on any recorded Plat of the Development, or noted as such herein. The Association shall, in its discretion, reserve such Common Areas for use either as undeveloped open space buffers or for the exclusive common use, recreation, and enjoyment of the Owners, members of the

Owners' families, or Owners' invitees or guests and may include restrictive greenpace landscape reserves.

Section 5. "Lot" or "Lots" shall mean and refer to any or all of Isabelle Court Townhomes lots recorded within the plat records of Pulaski County, Arkansas.

Section 6. "Declarant" shall mean and refer to Daryl Brock Custom Homes Inc. or its successors and assigns.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and any Amendments here to applicable to the Property recorded in the Office of Circuit Clerk of Pulaski County, Arkansas.

Section 8. "Development" shall mean and refer to the Isabelle Court Townhomes located at #225 Country Club Parkway, Maumelle, Pulaski County, Arkansas.

Section 9. "Development Period" shall mean and refer to that period of time in which Declarant is the Owner of any Lot of the plat of the Property.

Section 10. "Member" shall mean and refer to those persons entitled to membership as provided in Article V of this Declaration.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title in any Unit which is a part of the Property but excluding those having such interest merely as security for the performance of an obligation. The initial sole Owner is Daryl Brock Custom Homes, Inc., an Arkansas Corporation, which is the initial Owner of all of the Lots.

Section 12. "Plat" shall mean any plat of the Development recorded in the Real Estate Records of Pulaski County, Arkansas in the office of the Circuit Clerk of Pulaski County, Arkansas and any other plats to additional phases subsequently filed by Declarant to be under the jurisdiction of this Declaration.

Section 13. "Property" shall mean all land and improvements within the Development as described on the Plat that is subject to the Declaration and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 14. "Unit" shall mean and refer to any discrete, separate residence owned by and Owner.

ARTICLE II: RESERVATIONS, EXCEPTIONS, DEDICATIONS, AND CONDEMNATION

Section 1. Incorporation of Plat. Any recorded Plat of Development dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such Plat further establishes certain dedications, limitations,

reservations, and restrictions applicable to the Property. All dedications, limitations, restrictions and reservations shown on any recorded Plat, to the extent they apply to the Property, are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each contract, deed and conveyance executed or to be executed by or on behalf of Declarant or subsequent Lot Owners, conveying each Unit within the Property. All greenspace shall be Common Property to the Lot Owner or Owners.

Section 2. Declaration of Owners. It is expressly agreed and understood that the title conveyed by any Lot Owner to any Unit within the Property by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadway or any drainage structure or line: telephone, audio, video, internet, security or communication facility, system line, or structure; or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto through, along, or up the Property or any part of them to serve the Property and the right to maintain, repair, sell, or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Association, provided the Association shall not be required to maintain such appurtenances.

Section 3. Jurisdiction of State and Local Governments. Notwithstanding anything to the contrary contained herein, the Association acknowledges that the Property is subject to certain laws, rules, regulations, and ordinances of certain state and local governments having jurisdiction over it, and any construction of improvements within the Property shall be subject of such certain laws, rules, regulations, and ordinances of such state and local governments having jurisdiction over it in addition to the dedications, limitations, reservations and restrictions contained herein.

ARTICLE III: PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Except as otherwise set forth herein, every Unit Owner who owns an interest in the Property shall have a right to an easement of enjoyment in and to the Common Areas and Common Facilities, which shall be appurtenant to and shall pass with the title to every Unit, Subject to the following provisions:

A. The Right of the Association to grant or dedicate easements in, on, under, or above the Common Areas or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property or any part thereof;

B. The Right of the Association to prevent an Owner from planting, placing, fixing, installing, or constructing any vegetation, hedge, tree, shrub, fence, wall, structure, or improvement or storing any personal property on the Common

Areas or any part thereof without the prior written consent of the Association. The Association shall have the right to remove anything placed on the Common Areas in violation of the provisions of this subsection and to assess a reasonable fine and the cost of such removal against the offending Owner;

C. The right of the Association to suspend the voting rights of an Owner and the Owner's right to use any Common Areas and Common Facilities of the Association during the period the Owner is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against a Unit and to suspend such rights for any such infraction of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive but shall be cumulative of and in addition to all other rights and remedies which the Association may have by virtue of this Declaration or its Bylaws or at law or in equity on account of any such default or infraction.

Section 2. Maintenance Right of Entry. The Association shall have the right of ingress and egress over the entire Property (on any Lot or other property subject to the easement) to provide access to allow the Association, or its agents and assigns, to perform the purposes and matters set forth in this Declaration, to include, but not limited to, lawn and landscape maintenance, removal of nuisance items, removal of structures, items, or other items which have been placed without approval of the Architectural Control Committee of the Association, etc. This Section does not apply to the interior of the primary residence or garage as originally constructed.

Section 3. Prohibition Against Leasing and Conditions for Leasing by Unit Owners other than Declarant. The benefits conferred by, and the restriction placed upon, the Unit Owners are to be exclusive to such Owners, and therefore the Association prohibits the leasing of any Unit to a tenant without the written approval of the Association for each and every occupant. Subject to Section 4, no Unit shall be purchased for the purpose of leasing, renting, or otherwise for occupancy by persons other than the Owner and Owner's cohabitants. For the relief of the Owner, for circumstances which make it conducive to the Association, to the extent allowed in Isabelle Court Townhomes Property Association at large, the Association may grant permission to lease a Unit for not less than a twelve (12) month term and not more than a twenty four (24) month term. No Unit may be leased for more than twenty four (24) months in any sixty (60) month period. Any approval for such lease shall be conditioned upon the consistent adherence of the tenant(s) to all covenants and standards expected of Owners. If the Association deems that a tenant is in violation of this condition, the Association, in its sole discretion may elect to offer a warning to the Owner of the subject in violation of the above condition, or if the Owner is in violation of any Covenant herein the conditional permission to Lease the Unit may be rescinded without notice and the Association may declare the Lease void

and the tenancy unlawful. In the event that an Owner acts in contravention of this Section, the Owner remains solely liable for all dues, assessments, costs and other fees associated with the breach of these Covenants. Further, the Association may commence proceedings at law or equity to evict the unlawful tenant from the Unit and may seek appropriate relief against the Owner for any damages, attorney's fees and costs associated with such cause of action.

Section 4. Leasing by Declarant. Declarant, in the event that all Units have not sold, shall have all rights reserved to lease or otherwise utilize such units as have been retained, without limitation. Upon the sale of each Unit to an Owner other than Declarant or an entity owned by Declarant, that Unit shall forevermore be subject to Article III, Section 3 above.

Section 5. Roads. The roads and streets within the Development and Property are private roads for which the Association shall have the responsibility to maintain and repair.

Section 6. Trash Receptacle. The Association shall provide a trash receptacle for Owners to dispose of household trash.

Section 7. Parking Lot. The Association shall be responsible for the repair and maintenance of the parking lot.

ARTICLE IV: COVENANTS, CONDITIONS, AND RESTRICTIONS SPECIFIC TO UNITS

Section 1. Applicability. The covenants, conditions, and restrictions contained in this Article IV are applicable only to those Lots which have been sold to an Owner other than the Declarant. All other covenants, conditions, and restriction of this Declaration are applicable to Units except where in direct conflict with the Article IV, and in such event, this Article IV shall control with regard to the Units.

Section 2. Lawns and Landscaping. In order to establish a uniform appearance among the Lots upon which Units are situated, the lawns of such Lots shall be mowed and maintained at the expense of the Association and in the manner as set forth by the Board or the Board's authorized delegate. Further, all landscaping and plants placed by the Association around the Units including their back yards, shall be trimmed at the expense of the Association and in the manner set forth by the Board of Directors or the Board's authorized delegate. No Owner shall place any landscaping on or around any Lot upon which a Unit is situated without the prior written approval of the Board. In the event that approval is granted, but a complaint, nuisance, or hazard is created by such approval, the right to rescind that approval is reserved.

Section 3. Roofs. All maintenance, repair, or replacement of roofs shall be done in the manner as determined by the Board of Directors and no Owner of a Unit may maintain, repair, replace, or alter portion of the any roof at any time without the prior written approval

of the Board of Directors, except as provided in this Declaration. Nothing in this Section is to be construed as an undertaking by the Association for any consequential or incidental damages to a Unit roof, which may be caused by the purposeful, negligent, or reckless conduct of an individual Owner or any other cause.

Section 4. Sidewalks, Fences, Etc. The Association shall have the sole responsibility for the maintenance, repair, replacement of all roads, front sidewalks, walls, landscape sprinklers, and landscaping on the front and sides of the Property. No Owner may erect any fence, screened -in patio or porch, awning or other cover on or around any Unit without the prior approval of the Board of Directors, and the maintenance of such, if approved shall be the responsibility of the Owner. If maintenance is needed on such items, and the Association notifies Owner of such, the Owner will ensure that the maintenance is completed property within a reasonable time.

Section 5. Mailboxes. The Association will provide a mail receptacle for Unit Owners to receive mail. No mail receptacles may be placed in the Development by an Owner.

Section 6. Termite/Pest Coverage. The Association shall be responsible for maintaining a termite contract for each and all Units, and each Owner shall cooperate with such termite mitigation program as the Association may institute. The Association may, in its discretion, establish and maintain a termite or other pest control program for Common Areas or the entire Property in a manner approved by the Board of Directors, and such measures shall be intended to minimize inconveniences to Owners. Supplemental pest control coverage for each Unit is not required but may be purchased by an individual Owner at his or her discretion and expense.

Section 7. Temporary Structures and Outbuildings. No structure of a temporary character, nor any recreations vehicle, mobile home, trailer, tent, shack, garage, barn, playhouse, or other outbuildings or storage sheds shall be constructed, erected, altered, placed or be permitted to remain on any Lot at any time.

Section 8. Limitation Upon Right of Owners to Alter or Modify Units. No owner of a Unit shall be permitted to make any structural modification or alterations to or within a Unit without first obtaining the written consent of the Board of Directors, which consent may be withheld in the event that a majority of the Board determines, in their sole, absolute and unfettered discretion, that such structural modifications or alterations would affect or in any manner endanger or negatively affect the Unit or any Unit in part in its entirety, physically or aesthetically. No Owner shall cause any improvements or changes to be made on the exterior of the building, including painting or other decoration, nor in any manner change the appearance of any portion of the building, nor shall storm panels, storm doors, screen doors or window, or awnings or other protrusion through the walls or the roof of the Unit be affixed, without the prior written consent of the Board of Directors being first obtained. The Board of Directors retains the sole discretion to approve the painting or repainting of any exterior walls or surfaces, and no Owner may paint or repaint an exterior wall or surface any color or texture other than the original without first receiving

the written approval of the Board of Directors, in keeping with the Associations expressed desire to retain compatibility of color and appearance for the Development.

Section 9. Maintenance and Repair by Unit Owners. Every Owner must perform promptly, and at Owner's expense, all maintenance and repair work within Owner's Unit which, if left unperformed, would adversely affect any other Unit, in its entirety or in part, physically or aesthetically, said Owner being expressly responsible for the damages and liability that may arise as a result of his or her failure to perform. The Owner of each Unit shall be liable and responsible for the maintenance, repair, and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans, or other appliances or equipment, including any fixture and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to the Owner's Unit and which may now or hereafter be situated in his Unit. Such Owner shall further be responsible and liable for maintenance, repair, and replacement of any and all window glass, interior walls, ceilings and floors and all other accessories, with such Owner may desire to place or maintain in the Owner's Unit or Lot, as well as any exterior damage or repairs needed, in the Association's sole discretion as a result of Owner's or Owner's guest's action or inaction. It is understood that regardless of whether the Association or the Owner bears responsibility for certain repairs or replacement, either shall use reasonable and best effort to preserve the architectural and aesthetic harmony of the development.

Section 10. Restriction Against Further Subdivisions of Units. No Unit may be divided or subdivided into a smaller Unit than as originally conveyed to the Owner, nor shall any Unit, or portion thereof, be added to or incorporated into any other Unit.

Section 11. Insurance. Each Owner of a Unit shall obtain and continuously maintain a policy of fire and casualty insurance coverage in an amount sufficient to replace the Unit to the standards of the Isabelle Court Townhomes as determined by the Board of Directors of the Association, and each Owner shall further maintain a general liability policy of reasonable scope and coverage that shall apply to that Owner's individual Lot or Unit, as the case may be. The Association shall purchase a fire and casualty insurance policy, in an amount to be determined and amended from time to time by the Board of Directors, for the purpose of insuring the Development in its sole, absolute and unfettered discretion. Owner understands and agrees that this coverage will not be complete, and the Owner agrees to purchase and maintain supplemental insurance coverage as may be required by the Association sufficient to replace any portions of the Unit which are not covered by the Association policy. Owner agrees to hold harmless and indemnify the Association, Board of Directors, Declarant, and associates and affiliates thereof for any incomplete coverage. Association shall provide a copy of the Association Insurance Policy, upon its purchase, and Owner agrees to read and understand such Association Insurance Policy and purchase and maintain supplemental coverage as needed. Landscaping, sidewalks or other improvements may be added to the Association Insurance Policy at the direction of the Board of Directors. The Board of Directors may,

in its discretion, adjust the monthly dues associated with ownership or levy and assessment to be paid by the Owners in order to provide for adequate insurance coverage as stated herein. It is expressly understood that those definitions and descriptions within the insurance policies maintained by the Association shall determine the nature and extent of the Association's liability.

All Owners shall at all times maintain insurance coverage for a required minimum coverage for "Fire Legal Liability" which covers damages caused by fire if the Unit Owner is determined to be responsible for that fire. The policy of insurance must provide a minimum Five Hundred Thousand and No/100 Dollars (\$500,000.00) liability coverage. Owner shall provide the Association with a copy of the insurance declaration page showing proof of coverage on the date of coverage and each renewal period.

Section 12. Parking Each Unit will have a two (2) car garage for parking for the Owners. All visitors of the Owners must park in one of the twenty (20) visitor designated parking spaces.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each person or entity who is an Owner of any of the Property that is subject to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the Lot or Unit that is subject to assessment by the Association.

Section 2. Voting. The Association shall have two (2) classes of voting membership, described as Class A and Class B Membership. There shall be a total of twenty nine (29) Class A members, which represents one vote for each Lot or Unit in the Development. There shall be one (1) Class B member, which shall be the Declarant. The Class B membership shall dissolve thirty (30) days after the closing of the sale of the twenty ninth (29th) and final Lot or Unit in the Development to an individual other than Declarant. The vote of each Unit shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to each Unit owned. If more than one vote is attempted to be submitted from a single Unit, if those votes are in unison, then the votes will be counted as one vote, and if the votes are in conflict, then the vote will not be counted. The Class B membership shall control the voting functions of the Association until such time as it is dissolved as provided herein. In the interim term, the Class A membership shall function in a voluntary, advisory capacity to the Declarant.

ARTICLE VI:

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Annual Dues and special assessments are to be established as hereinafter provided. For each Unit owned by an Owner, that Owner hereby covenants and agrees to pay such assessments to the Association, whether or not it shall be so expressed in the Owner's deed to such Unit or Lot. Owner will directly submit dues to the Association, which is currently set at Two Thousand Four Hundred and No/100 Dollars (\$2,400.00) a year or Two Hundred and No/100 Dollars (\$200.00) per month, and which may be amended from time to time as needed.

The dues and special assessments, together with interest, penalties, costs, and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing and contractual lien upon the Unit against which each such assessment is made. Each such assessment, together with interest penalty, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall be jointly and severally applicable to the Owner and the Owner's successors in the title. A lien may be filed in the real estate records of Pulaski County, Arkansas on a Unit for nonpayment of monies due and owing to the Association which lien shall remain until the lien amount is paid-in-full.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the community, civic and social welfare and benefit of the Property and the Owners, for the purposes determined by the Association including, without limitation, improvement, maintenance of the Common Areas and Common Facilities; maintenance, repair, and lighting of the exterior of the building and grounds, both within the Lots and the common areas; police and security services; garbage and refuse removal and collection; road maintenance and repair; and payment for all other expenses or obligations for which the Association is liable the purposes set forth in Article IV hereof; and other services, facilities, and activities that may be in the Association's interest.

Section 3. Special Assessments. A special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of certain construction, reconstruction, maintenance, repair, or replacement of a capital improvement of the Association or upon property of the Association, or for the purposes set forth in Article IV hereof, or for attorneys' fees or the fees of other retained experts provided that any such assessment shall have the assent of two-thirds (2/3) of the Board of Directors.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written Notice of any meeting called for the purpose of taking any such action authorized under Section 3 hereof shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. For the purposes of effecting any action by

any vote of the membership, a minimum of two-thirds (2/3) of the eligible voting members must be present in person or by proxy to authorize any action on behalf of the Association.

Section 5. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum lawful rate. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose upon its lawful lien against the Unit. The Association shall be entitled to the recovery of attorney's fee as well as the costs associated with such action, including but not limited to filing and service of process charges.

Section 6. Subordination of the Lien to Mortgage. Sale or transfer of any Unit shall not affect the assessment of any lien against a Unit. No sale or transfer shall relieve such Unit from liability of any assessments that may thereafter become due or from the lien thereof.

Section 7. Suspension of Rights of Membership. Prior to foreclosure of any lien upon any Unit subject to this Declaration, the Board of Directors of the Association may elect to suspend all membership rights of any Member or Members of the Association who are delinquent in any payment due to the Association for more than thirty (30) days, with such suspension to continue for so long as any such delinquency exists, and the Board of Directors may further suspend membership rights for a period not to exceed ninety (90) days for the infraction of any Association rules or regulations by the Member, family of the Members or guest of the Members, relating to the violation of any obligation, covenant, or condition herein or relating to the use of any of the Common Areas or Common Facilities, with each such suspension not to exceed ninety (90) in duration. Suspension of membership rights shall be effective from the date that the notice of suspension is mailed to the Member via certified mail, return receipt requested, postage prepaid, to the last known address of the Member, and a copy of the notice shall be posted on any or all of the Common Areas and Common Facilities during said suspension.

Section 8. Cancellation and Hearing. The Board of Directors may elect to permanently cancel the membership and all membership rights of any Member who is delinquent in any payment due to the Association for more than ninety (90) days or when such Member, family of the Member, or guests of the Member are guilty of repeated or flagrant violations as determined by the Board of Directors in their sole, absolute and unfettered discretion.

ARTICLE VII: ARCHITECTURAL CONTROL

Section 1. Architectural Approval. The overall plan for the Development contemplates centralization of architectural control to enhance, ensure, and protect the attractiveness, beauty, and desirability of the area as a whole. For this purpose, the Board of Directors of the Association shall have the right and responsibility to review and approve plans and specifications for all new construction on the Property. The Board also reserves the right to delegate to another party all or any part of its rights and responsibilities to create,

administer, review, and/or approve plans and specifications for new construction on any part or all of the property.

It is accordingly covenanted and agreed that, in addition to any other approval that may be required herein and subject to other provisions hereof, no building, fence, wall, or other structure or item shall be commenced, erected, attached, or maintained upon the property, nor shall any exterior addition, change, or alteration to such structures or the color thereof including, but not limited to, site landscaping visible from any part of the property outside of that Unit, and grading plans, re-roofing materials, be made until the plans and specifications of such showing, among other things, the nature, kind, shape, height, materials, color, 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 a party delegated by the Board for such purpose.

All plans and specifications shall be submitted to the Board of Directors and a signed and dated writing by the Owner of the Unit or the Owner's authorized agent. The Board of Directors shall have the right to require any Owner to remove or alter any structure, which has not received approval or is built other than in accordance with the approved plans and to receive reimbursement from owner for any costs expended in this effort. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity.

Section 2. Approval Required in Writing. Approvals of plans and specifications shall only be deemed effective upon the delivery of a written approval of the Board of Directors or its third-party designee to the Owner of the Unit. Verbal approval offered by any Board member or members of such plans and specifications is insufficient for the purposes of this Article, and no Owner may rely on any such representations.

Section 3. No Liability. The Board of Directors, Declarant and the Association shall not be liable for damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Unit affected by these restrictions by reason of mistake and judgment, negligence, or disapproval or failure to approve or disapprove any such plans or specifications and no approval or required modifications or plans submitted shall be considered a warranty of any nature whatsoever pertaining to the suitability of such plans and specifications.

Section 4. Variances. The Board of Directors may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions, or restrictions to contained this Declaration, on such terms and conditions as it shall require; Provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property, and shall at all times

be in keeping with the previously recorded covenants for Isabelle Court Townhomes Association, which may also be subject to revision in time.

ARTICLE VIII: DUTIES AND MANAGEMENT OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers and numerated in its Articles of Incorporation and Bylaws, or elsewhere provided herein, and without limiting the generality thereof, the Association shall:

A. Own, have an interest in, maintain and or otherwise manage all Common Areas and all Common Facilities, Improvements, and landscaping there on, and all other property acquired by the Association.

B. Pay any real and personal property taxes and other charges assessed against the Common Areas and Common Facilities except to the degree that they are under private ownership by some Owner other than the Association.

C. Have the authority to obtain, for the benefit of all of the Common Areas and Common facilities, all water and electric and other utility services and refuse collection.

D. Grant easements where necessary for utilities, drainage and sewer facilities over the Common Areas and Common Facilities, to serve the Common Areas and Common Facilities and the Property in general.

E. Maintain such policies of general liability, fire and casualty, or other types of insurance as the Board of Directors of the Association may deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

F. Have the authority to contract for the performance of maintenance and repair and for conducting other activities on behalf of the Association; provided, no such contract shall exceed one year without Board approval.

G. Have the power to establish and maintain a working capital, reserve funds, and/or an emergency fund in an amount to be determined by the Board of Directors of the Association.

H. Have the power to establish and charge fines or penalties for violations of any restrictions, conditions, or covenants.

I. Have the duty to landscape and maintain the improvements, landscaping, sprinklers, landscape lights, and entry markers upon the Common Areas, Common Facilities, restrictive greenspace landscape reserves, and Lots (to the extent they are made easily accessible by Owner) and such area that hereafter may be further determined by amendment of this Declaration.

J. Have the duty to maintain the building exterior, roof, and mailboxes surrounding the Property, Common Areas, and Common Facilities; green spaces; and fencing and walls located on the Common Areas and portions of Lots that hereafter may be further determined by amendment of this Declaration.

K. Have the duty to maintain all brick and/or concrete located in the front sidewalks; streetlights and poles; all parks in Common Areas; all landscaping located within street islands or within street right of ways; all street and regulatory signs and posts (other than the standard streets, alleys, individual driveways, and regulatory signs and posts by local or state government).

L. Have the authority and duty to discharge all obligations of the Association as set forth in Article IV hereof.

ARTICLE IX: UTILITY BILLS, TAXES AND INSURANCE

Section 1. Obligations of Owners

A. Each Owner shall have separate electric and water meters and shall directly pay for all electricity, water, wastewater, sanitation, cable, internet, and telephone services; security systems or monitoring services; cable or satellite television service; and other utilities used or consumed by Owner.

B. Each Owner shall directly render for taxation Owner's Unit and improvements thereon and shall at Owner's own cost and expense directly pay all taxes levied or assessed against or upon Owner's Unit.

Section 2. Obligations of the Association.

A. In addition to that as otherwise may be provided for herein, the Association shall pay, as a common expense of all Owners for all the water, electricity, and other utilities used in connection with the enjoyment and operation of the Common Areas and Common Facilities or any part thereof.

B. The Association may render for taxation and, as a part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Areas and Common Facilities and the improvements and the property appertaining thereto, unless those areas are within the property lines of a Unit.

C. The Association shall have authority to obtain and continue in effect, as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities in the Common Areas and Common

Facilities, if any, and the townhouse building from the “studs out”, as well as obtain and continue appropriate property insurance to cover the obligations of the Association pursuant to Article IV hereof, and insure the Association against risks of loss or damage by fire, casualty, or other hazards as covered under standard extended coverage provisions, in such amounts as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the association may deem reasonable and desirable under the circumstances. The Association shall also have the authority to obtain comprehensive public liability insurance in such amounts as it may deem reasonable and desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with the activities and obligations of the Association. The wider authority of the Association shall not obligate the Association to provide any insurance above and beyond general liability and hazard insurance of the Common Areas and the Common Facilities, if any, and the “studs out” of the townhouse building.

D. All costs, charges, and premiums for all utility bills, taxes, and any insurance to be paid by the Association as hereinabove provided shall be paid as a common expense of all owners and shall be paid out of the Dues as provided for herein.

ARTICLE X: RESTRICTIONS OF USE FOR RESIDENTIAL LOTS

Section 1. Single Family Residential Construction. No prefabricated, manufactured, mobile, or modular housing shall be placed on any Lot. Each Lot shall be used only for single-family resident purposes. No garage shall be converted to livable, occupied space without the approval of the Board of Directors.

Section 2. Prohibition of Industrial, Agricultural or Commercial Uses. No activity which may become an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each Owner of such Owner's Unit or which shall degrade property values or distract from the aesthetic beauty of the Property, shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles, or other machinery shall be done in any driveway, lawn, or adjoining street. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any agricultural, business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purposes.

Section 3. Building Materials. The predominant exterior materials of the main residential structure, garage and other structures attached or detached, shall be materials approved by the Board of Directors.

Section 4. Location of Improvements Upon the Lots. No building or personal property of any kind shall be located on any Lot in any location visible from exterior of the lot, except for properly maintained and positioned white or neutral two inches (2") width or greater blinds (not metal) within the interior of the Unit. Also approved from the interior of the Unit would be a property maintained and positioned white, black, or neutral curtain lining. If another color is desired inside the Unit, this is at the Owner's discretion, subject to the exposed part of the curtain being lined as stated.

Section 5. Utility Easement. Easements for installation and maintenance of utilities, landscaping, landscape lighting, sprinkler systems, drainage, and other common uses as need are reserved as shown on the recorded Plat, and as referenced herein, and no structure shall be erected in any of the such easements. This easement area shall include all parts of all lots which are not under roof. No digging or impactful activity shall be conducted in the exterior areas of the lots due to the network of landscape lighting and sprinkler pipes, heads, wires, and other parts which could easily be damaged by such activities. Neither the Association nor any utility companies shall be liable for damage to landscaping on the easements unless they have agreed in writing to be responsible for such damage or an easement granted to them conditions such grant upon responsibility. Owner will be responsible for repair or replacement costs for any part of any system such as described herein which is necessitated by damage which occurs on that Owner's lot.

Section 6. Encroachments. All Lots shall be subject to any encroachments thereon of the Board of Directors, which presently exists and may be shown by a survey. The owner, by acceptance of a deed for a Unit, takes the Unit subject to such encroachment; provided further, that the Board of Directors or its authorized delegates shall have the right of entry, and such right is hereby granted, upon any Unit along the common boundaries of the Board of Directors and the Property for the purpose of maintaining, repairing, or replacing any improvement and for maintaining trees and landscaping except that this does not apply to the interior of the Unit.

Section 7. Audio and Video Communication Service. In the event that audio and video communication services and facilities are made available to any Unit by means of an underground coaxial cable system, there is hereby reserved to the company furnishing such services and facilities an easement of no more than two (2) feet in width along and centered on the underground wire or cable when and as installed by the company furnishing the service from the utility easement nearest to the point of connection on the permanent improvement of structure constructed, or to be constructed, upon the Lot and in a direct line from the nearest utility easement to the point of connection.

Section 8. Animal Husbandry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats, and other common household pets

(not to exceed two of each category) provided they are not kept, bred, or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the Property, which result in an annoyance or nuisance to other Owners. Animals are not permitted to roam the Property and must be controlled on a leash if they are not on a Lot. The Owner of any pet shall remove waste of that pet immediately and shall prevent that pet from barking such that it disturbs any other Owners or the general public. No pet shall be unattended outside of the interior of the home, except to the degree that the remainder of this section is honored. All Owners expressly agree to promptly remove from their Lot and from the Property any and all pets which the Board of Directors, in their sole discretion, identify as a nuisance. No Unit shall be allowed to have more than two (2) common household pets at any one time.

Section 9. Walls and Landscape. All walls and landscaping shall be controlled strictly for compliance with this Declaration and architectural standards established by the Board of Directors, and all Owners agree to participate in any architectural, landscaping, or other such theme as may be implemented from time to time in the interest of furthering the attractiveness, desirability, and/or functionality of the Property.

Section 10. Antenna and Satellite Dishes. No antennas for receiving or transmitting visual or sound communication or any electronic antenna shall be constructed, erected, placed, or permitted to remain on any Lot or any residential dwelling or any other structure thereon where visible outside the Lot. If not visible outside the Lot, installation may not be conducted without first obtaining permission of the Board of Directors. If the Owner of all Lots which have line of sight from any part of their Lot of a proposed satellite dish location are favorably inclined to allow such a dish, and if the Board of Directors feel that such dish does not negatively impact property values overall, then the Board of Directors feel that such dish does not negatively impact property values overall, the Board of Directors may grant a variance from this rule.

Section 11. Heating and Cooling Devices. No Unit shall be permitted to have a heating or cooling device located in a window or any other opening which can be viewed from any portion of the Property.

Section 12. Visual Screening. All equipment, wood piles, storage piles and household projects such as an equipment repair and small construction projects shall be concealed from view of neighboring lots, streets, parks, alleys, and public areas. All rubbish, trash, and garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the Lots and not allowed to accumulate thereon or be visible outside the Units. For the purposes of this Section, the items and conditions referenced herein may be kept in the Unit itself, the attached garage or on a newly constructed patio not visible to the neighbors. All trash shall be deposited by the Owner in the trash receptacle provided for the Units.

Section 15. Visual Obstructions at the Intersections. No object that may obstruct sight lines which may impede the driving safety of the Owners while transitioning from the

driveway to the road or street. The Association may remove such obstructions in its sole discretion in order to preserve the safety of the Development and the Owners.

Section 16. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful, and attractive condition, and the Owner or occupant of all Lots, except as otherwise provided herein, shall keep all personal items put away and neatly maintained as appropriate and shall in no event use any Lot for storage of material and equipment except for normal residential purposes or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash, or rubbish of any kind thereon, and shall not burn any garbage, trash, or rubbish.

Section 17. Storage and Operation of Automobiles, Boats, Trailers, Other Vehicles, and Equipment. No automobiles, boats, trailers, campers, recreational vehicles, motorcycles, buses, inoperative vehicles of any kind, campers, or boats shall be parked or stored permanently or semi-permanently on any parking lot or road or street in the Development. For the purposes of these restrictions, the words "semi-permanent" shall be defined as remaining in the same location without movement for twenty four (24) or more consecutive hours. No eighteen-wheel vehicles or other similar large van or flatbed vehicles may be parked on any parking lot or road or street in the Development, except to deliver merchandise to residents or construction sites. No operation of loud equipment which disturbs any other Owner, (other than lawn equipment at times designated by the Association) will be permitted, including, but not limited to, generators, musical speakers, or any other noise generating device which impairs the peaceful enjoyment of other Owners, indoors or outdoors, on their respective Lots. No inoperative vehicles may be stored or kept at a Unit in a parking lot or within the Development.

Section 18. Signs, Advertisements, and Billboards. No sign, advertisement, billboard, or advertising structure of any kind shall be displayed to the public view on any portion of a Lot or Common Areas except for signage prior to the completion and purchase of the Unit by the initial Owner of the Lot. The Association shall have the right to remove any signs, advertisements, billboards or structures which are placed on said Lot or Common Areas in violation of this Section, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. This Section further prohibits the placement of any signage in any window of a Unit which is visible outside the Unit. The Board of Directors may develop a policy to indicate whether any Unit within the Property is available for sale, and which will not create a visible detraction, including, but not limited to, a community bulletin board beside the mailboxes, an internet posting, etc.

Section 19. Removal of Soil and Trees. The digging of soil or the removal of soil from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or permitted construction on said Lot. No Owner is permitted to cut or otherwise remove any trees except to provide room for construction of improvements or to remove dead or unsightly limbs or trees, or which may be too close to the building or sidewalk, and only

then after first receiving the written approval of the Board of Directors for such cutting or removal.

Section 20. Roofing Material. Roofing materials shall be consistent with the original construction, having a minimum warranty period of twenty (20) years, and shall first be approved in writing by the Board of Directors. Roofs may not be patched in such a way as to present unsightly color variations or conditions. If and when algae, mold, mildew, dirt, or some other presence causes staining on roof or wall surfaces, in the interest of the mutual protection of the property values of all Owners within the subdivision, the Association will see to it that such issues are resolved.

Section 21. Lot Drainage. Each Owner of a Unit agrees for Owner and his or her successors in interest that Owner will not in any way interfere with the established drainage pattern over that Lot or other Lots in the Development and that Owner will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his or her Lot. For the purpose hereof, "established drainage" is defined as the drainage that was in place during the Declarant's initial grading, landscaping and completion of the Development.

Section 22. Water and Mineral Operations and Wind Generators. No oil or water drilling, oil or water development operations, oil refinery, quarry or mining operations of any kind shall be permitted on any Lot, nor shall oil or water wells, tanks, pumps, derricks, structures, mineral excavations or shafts be permitted on any Lot. No wind generators shall be erected or maintained on any Lot.

Section 23. Solar Collectors. No solar collectors shall be installed on a building or Unit without prior written approval from the Board of Directors and the City of Maumelle, Arkansas.

Section 24. Enforcement. In the event of default on the part of the Owner or occupant of any Unit in observing any or all of the requirements herein set forth, such default continuing after ten (10) days written notice thereof, or repeating an unacceptable number of times, the Association may, without liability to the Owner, in trespass or otherwise, enter upon a Lot and cut, or cause to be cut, such vegetative material, and remove or cause to be removed, such garbage, trash, or rubbish or to do any other thing necessary to secure compliance with the restrictions, so as to place said Lot in a neat, attractive, healthful, and sanitary condition, and may charge the Owner of Unit located on said Lot for the cost of such work. The Owner hereby covenants and agrees, by purchasing and occupying the Lot or Unit, to pay such costs immediately upon being presented with an invoice or statement for such work. To secure the payment of such charges in the event of nonpayment by the Owner, a vendor's and continuing contractual lien shall be retained by the Association at the time of conveyance of each Unit in favor of the Association, but inferior to a purchase money lien or mortgage. Such vendor's and continuing contractual lien shall be applicable and effective whether mentioned specifically or omitted in each conveyance of a Unit.

ARTICLE XI: RESERVE FUNDS

The Association shall establish and maintain a cash reserve fund, of an amount to be determined at the Board of Directors discretion, for necessary maintenance, repairs, and replacement of elements of the Common Areas and Common Facilities, the townhome roof, exterior, landscaping, sprinkler, landscape lighting, etc., or to satisfy other Association obligations as stated herein. The Association may deem this reserve fund an emergency fund and utilize such funds in the event that insurance proceeds payable to the Association due to fire, casualty or other cause are insufficient to satisfy the Association's liabilities to such parties that have been designated to perform such maintenance, repairs or replacement.

ARTICLE XII: GENERAL PROVISIONS

Section 1. Enforcement. The Association, Board of Directors, and any Owner or group of Owners shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions, or restrictions shall not affect any other provision hereof, and all other covenants, conditions, or restrictions shall remain in full force and effect.

Section 3. Duration. The provision of the Declaration shall run with and bind the Property for a term of forty (40) years from this date, after which time they shall be automatically extended for successive periods of ten (10) years unless subsequently amended or rescinded in accordance with the procedures outlines herein.

Deeds of Conveyance for any Unit may refer to this Declaration explicitly, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the grantees.

This Declaration may be amended at any time by an instrument signed Owners representing not less than two-thirds (2/3) of the votes in the Association. All amendments shall be effective only upon their recordation in the real estate records of Pulaski County, Arkansas.

Section 4. Books and Records. The books and records of the Association shall be subject to reasonable inspection by any Member upon the Member providing reasonable notice to the Board of Directors, either orally or in writing. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member will not become burdensome to or constitute harassment of the Association or the Board of Directors. The Declaration, the Articles of Incorporation and Bylaws of the Association shall be available for inspection by any Member and shall be retained by the Secretary of the Board of Directors, and the Board of Directors may, at its discretion, set a reasonable fee, chargeable to the requesting Member, for the expenses of photocopying or otherwise reproducing such documents.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 6. Good Faith Lender's Clause. Any violation of these covenants, conditions, or restrictions shall not affect any lien or deed of trust record held in good faith, upon any Unit, which liens may be enforced in due course, subject to the terms of this Declaration.

Section 7. Mergers. Upon a merger or consolidation of the Association with another association as provided by its Articles of Incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternately, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving entity. The surviving or consolidated association shall administer the covenants, conditions, and restrictions contained in this Declaration. No such merger or consolidation shall cause any revocation, change, or addition to this Declaration. When any of the terms of this document conflict with this Declaration, the more restrictive version shall apply.

Section 8. Declarant's Liability. It is foreseeable that the standards of construction and development may continue to evolve and change in the years subsequent to the construction and design of the townhomes. No developer can be reasonably expected to anticipate such changes, nor to incorporate such changes prior to that standard becoming a requirement of the municipality which governs such construction and design. Each Unit Owner, therefore, shall hold Declarant, its successors, assigns, employees, agents, and affiliates, harmless from, and indemnify the same for any and all claims arising out of the development of the Townhomes, and any and all structures, utilities, drainage, improvements, landscaping, or any construction or development activities related thereto. It is acknowledged that this condition is reasonable and, but for this condition, Declarant would be unwilling to convey and Unit to its initial Owner and would instead wait until an agreeable Owner was available or would retain the Units indefinitely.

This covenant shall survive any expiration or abolishment of these covenants and shall continue in perpetuity.

Section 9. Townhome By-Laws. There will be Bylaws of the Association. These Bylaws will cover the election of officers and other normal methods of conducting business of the Association. Owner agrees to participate in such collective agreements such as the majority of Owners votes on an agrees to.

ARTICLE XIII: MISCELLANEOUS

Section 1. Notices. All notices to the Association shall be sent by registered or certified mail to the office of the Association or to such other address as the Board may hereafter designate from time to time. All notices to any Owner shall be sent by ordinary first class mail to his Unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Severability. The provisions hereof shall be deemed to be severable, and the invalidity, partial invalidity or unenforceability or any one portion or provision of these Declarations shall not affect the validity or enforceability of any other provision hereof.

Section 3. Captions. The captions contained in these Bylaws are inserted only as a matter of convenience and for reference and in no way define, limit, or prescribe the scope of these Declarations or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these Declarations shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa wherever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

Section 6. Interpretation. The provisions of these Declarations shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Association. Whenever in these Declarations it is provided that any person shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express agreement to make such payment or to perform or not to perform, as the case may be, such act or obligation.

Section 7. Conflicts. In the event of any conflict between any of the terms of the Bylaws of the Association and the terms of these Declarations, the terms and provisions of these Declarations shall control.

Section 8. Amendment. Except where a higher vote is required for action under any other provisions of these Declarations, or by the Act, these Declarations may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Members holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Pulaski County, Arkansas land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend these Declarations to comply with any applicable state, city or federal law.

IN WITNESS THEREOF, the undersigned, being the entirety of the Lot Owners herein, do hereby set their hands and seals on the 22nd day of ~~October, 2022~~ August, 2023. BD

OWNERS:

DARYL BROCK CUSTOM HOMES,
INC., AN ARKANSAS CORPORATION

By: 
Daryl Brock, President

ACKNOWLEDGMENT

STATE OF ARKANSAS)

)ss. BD

COUNTY OF FAULKNER)

On this 22nd day of ~~October, 2022~~ August, 2023, before me, Brandi K. Davis, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Daryl Brock, President of Daryl Brock Custom Homes, Inc., an Arkansas Corporation (being the person authorized by said corporation, to execute such instrument, stating his capacity in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he was the President of Daryl Brock Custom Homes, Inc., an Arkansas Corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, 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.

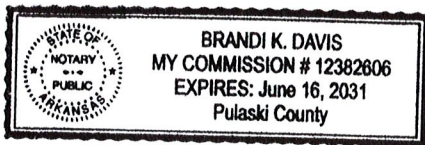
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22nd day of ~~October~~ ^{August, BD}

~~2022.~~
2023

Brandi K. Davis
NOTARY PUBLIC

MY COMMISSION EXPIRES:

6/16/2023
(S E A L)



BYLAWS
OF
ISABELLE COURT TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I ORGANIZATION AND MEMBERSHIP

SECTION 1. IDENTITY. These are the Bylaws of Isabelle Court Townhomes Property Owners Association, Inc. (hereinafter referred to as the "Association"), established to execute and enforce the Declaration of Covenants, Conditions and Restrictions for Isabelle Court Townhomes filed of record with the Circuit Clerk and Ex-officio Recorder for Pulaski County, Arkansas on the 23 day of 08, 2023, as Instrument Number 2023044747. These Bylaws shall apply to all of the owners of the real property (hereinafter referred to as the "Property") located in the Isabelle Court Townhomes Development, as the term "Development" is defined in the Declaration of Covenants, Conditions and Restrictions.

SECTION 2. MEMBERS. All owners of the Property shall be members of the Association.

ARTICLE II OFFICERS AND DIRECTORS

SECTION 1. DESIGNATION. The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the legal owners of the Property. The Officers shall also constitute the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers and Directors shall serve a one (1) year term and shall serve until their successor is duly elected and qualified.

SECTION 2. PRINCIPAL OFFICE. The principal office of the Association shall be maintained on the Property described in Section I of this Article.

SECTION 3. APPLICABILITY OF BYLAWS. The provisions of these Bylaws shall apply to all present and future owners, mortgagees, lessees, and occupants of the Property. The acceptance of a deed or conveyance, or the entering into of a lease, or the act of occupancy of the Property shall constitute an acceptance of, and an agreement to be bound by, the provisions hereof and any Rules adopted by the Association as well as any amendments thereto. The legal owners of the Property shall constitute voting members of the Association.

SECTION 4. NOTICE OF MEETINGS. A written or printed notice of every meeting of the Association, stating whether it is an annual or special meeting, the place, date, and hour thereof, and the purpose therefore shall be given by the Secretary or the person or persons calling the meeting at least seven (7) days before the date set for such meeting. The annual meeting of the Association shall be held in April of each year. Notice of meetings shall be given to each owner by (a) leaving the notice with him or her personally; or, (b) by leaving the notice at his or her residence or usual place of business; or (c) by

mailing the notice, postage prepaid, addressed to his or her residence as it appears on the records of the Association; or (d) if such owner cannot be located by reasonable efforts, by publishing the notice in any newspaper of general circulation in Pulaski County, Arkansas, not more than once, the publication thereof to be not less than three (3) days, no more than seven (7) days prior to the meeting date. If notice is given pursuant to the provisions of this section, the failure of any owner to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings conducted thereat. The owners of record who are owners according to the records of the Association as of twenty-one (21) days prior to the meeting date, shall be the owners entitled to receive the notice provided herein.

SECTION 5. MAJORITY OF OWNERS. As used in these Bylaws, the term "Majority of Owners" shall mean those owners of at least fifty-one percent (51%) of the Property owners described in the Plats referred to in Article I, Section I.

SECTION 6. QUORUM. Except as otherwise provided in these Bylaws, the presence in person or by written proxy of a majority of the owners of the Property shall constitute a quorum at all meetings of the Association.

SECTION 7. MAJORITY VOTE. When a quorum has gathered, the vote of a majority of the owners present in person or by proxy at any meeting of the Association, shall be binding upon all owners for all purposes except where a higher percentage vote is required by law or by these Bylaws. A seventy five percent (75%) majority vote is required if the Association desires to purchase, lease, or build a structure that requires a one time, special assessment of over Five Hundred and No/100 Dollars (\$500.00) per household per year.

SECTION 8. ELECTION OF OFFICERS. The officers of the Association shall be elected at the annual meeting by a majority vote of the owners.

SECTION 9. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of Property owners, any officer may be removed, either with or without cause, and his or her successor elected at any regular or special meeting of the Board.

SECTION 10. PRESIDENT. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association. The President shall have all the general powers and duties usually vested in the office of the President for the Association, including, but not limited to, power to appoint committees from among the owners of the Property from time to time which in the President's sole, absolute and unfettered discretion is appropriate to assist in the conduct of the affairs of the Association.

SECTION 11. VICE-PRESIDENT. The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or

unable to act.

SECTION 12. SECRETARY. The Secretary shall keep the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board may direct and the Secretary shall, in general, perform all duties incident to the office of Secretary of a business corporation organized under the laws of the State of Arkansas.

SECTION 13. TREASURER. The Treasurer shall have the responsibility for Association funds and securities, and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and he shall prepare all required financial statements. An informal accounting shall be provided with each annual assessment. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association, or its designee, in such depositories as may from time to time be designated by the Association.

SECTION 14. AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC. All agreements, contracts, deeds, leases, checks, and other instruments affecting the Association shall be executed by two of the following officers: The President, Vice-President, Secretary, or the Treasurer of the Association.

SECTION 15. COMPENSATION OF OFFICERS. No officer shall receive compensation from the Association for acting as such.

ARTICLE III COMMITTEES

SECTION 1: GENERAL. There shall be appointed as deemed fit by the Board of Directors, such committees as necessary to carry out the business of the Association.

SECTION 2: ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee (hereinafter referred to as the "ACC") will consist of no less than three (3) members, including the committee Chairperson. The Chairperson shall be a voting member of the Board of Directors, elected by the Association. Committee members shall be elected by the Board of Directors. It shall be the responsibility of the ACC to ascertain that the Bylaws and covenants and restrictions of all phases of Isabelle Court Townhomes are adhered to. If there is a variance from said restrictions and covenants, the ACC and officers of the Association are authorized to notify the property owner in writing of the variance and request correction within thirty (30) days of notice. In the event the owner fails to comply with the written notice of violation by the date specified, the Association may elect to enforce any provisions by suit at law or in equity to enjoin any violation. In any such action, to the maximum extent permissible, the owner responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees incurred.

ARTICLE IV MAINTENANCE AND REPAIR

SECTION 1. RESPONSIBILITY OF THE ASSOCIATION. The Association shall be responsible for the maintenance, repair, and replacement of the items set forth in the Declaration of Covenants, Conditions and Restriction for Isabelle Court Townhomes, a Planned Unit Development

ARTICLE V ASSESSMENTS

SECTION 1. ASSESSMENTS. Annual assessments for the common expenses shall be made in advance on or before January 31, of each year; and special assessments may be made at such times, and payable at such times, as in the judgment of the majority of the owners of the Property, may be required for the Property management and maintenance of the Association Property. Each owner shall be liable for his share of the assessments as determined by his percentage of ownership of Property. The total of the annual assessment shall be in the amount determined by the officers and approved by a majority vote of the owners of the Property and shall include the estimated common expenses for the year, and a reasonable allowance for contingencies and reserves. If an annual assessment is not made as required, an installment in the amount required by the last prior annual assessment shall be due upon each assessment installment date until changed by a new assessment. Membership assessment is Two Thousand and No/100 Dollars (\$2,000.00) per year per member, paid annually by the member or on or before thirty (30) days after January 31, of each year.

SECTION 2. LIABILITY. Each owner or member shall be jointly and severally liable for all unpaid assessments due and payable on their property. Provided the Association is required to seek legal action to collect assessments or file a lien against a member's real property, all costs including attorneys' fees, shall be paid by the member to the Association, and any amounts shall be included in the lien filing.

SECTION 3. DELINQUENT ASSESSMENTS. The assessments against all property owners shall be set forth in a roll of the Property which shall be available in the office of the Association for inspection at all reasonable times by the owners or their duly authorized representatives. The rolls shall contain a list of each Property, the name and address of the owner thereof, and the assessment paid and unpaid. Each such assessment shall be the personal obligation of the owner. The Association can place a lien against Properties for unpaid assessments which shall be a lien against a member's Property.

ARTICLE VI MISCELLANEOUS

SECTION 1. NOTICES. All notices to the Association shall be sent by registered or certified mail to the office of the Association or to such other address as the officers may hereafter designate from time to time. All notices to any owner shall be sent by ordinary first class mail to his or her property address or to such other address as may have been designated by him from time to time, in writing, or to the Secretary. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notice of meetings shall be given in the manner set forth in Article 2, Section 4.

SECTION 2. ARCHITECTURAL STANDARDS. The architectural requirements set forth in the Declaration of Covenants, conditions and Restrictions for Isabelle Court Townhomes, A Planned Unit Development, shall continue in full force and effect and are incorporated herein by reference. The officers of the Association (or their designees) shall enforce the Architectural Standards. Any legal action to enforce the standards shall be agreed upon by a majority vote of the Board of Directors.

SECTION 3. SEVERABILITY. The provisions hereof shall be deemed to be severable, and the invalidity, partial invalidity or unenforceability of any one portion or provision of these Bylaws shall not affect the validity or enforceability of any other provision hereof.

SECTION 4. CAPTIONS. The captions contained in these Bylaws are inserted only as a matter of convenience and for reference and no way define, limit, or prescribe the scope of these Bylaws or the intent any of any provision thereof.

SECTION 5. GENDER. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, and visa versa wherever the context so requires.

SECTION 6. WAIVER. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same regardless of the number of violations or breaches thereof which may occur.

SECTION 7. INTERPRETATION. The provisions of these Bylaws shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Association. Whenever in these Bylaws it is provided that any person shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an expressed agreement to make such payment or to perform or not to perform, as the case may be, such act or obligation.

SECTION 8. AMENDMENT. These Bylaws may be amended, modified, or revoked from time to time by two-thirds vote of a quorum of owners of the property; and provided that no modification of or amendment to these Bylaws shall be valid unless set forth in a recorded instrument which shall be recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas.

ARTICLE VII INDEMNIFICATION AND INSURANCE

SECTION 1. INDEMNIFICATION. The Association shall, to the maximum extent allowed by law, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually incurred by him or her in connection with such action, suit, or process. The amount of such indemnity shall be as much as the Board of Directors, the Members, or the court, if application has been made to it, determines and finds to be reasonable.

SECTION 2. INDEMNIFICATION-EXCESS. The indemnity provided herein shall be in excess of all valid and collectible insurance or indemnity policies.

SECTION 3. INSURANCE. The Association may purchase and maintain insurance on behalf of any individual who is or was a director, officer, or employee of the Association, or who, while a director, officer, or employee of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, or employee of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, or employee, whether or not the Association would have power to indemnify the person against the same liability under this Article of these Bylaws.

BA
August, 2023

CERTIFICATION OF ADOPTION

The foregoing Bylaws of the Association have been duly adopted this 22nd day of ~~October, 2022~~, by action of a majority Members of the Association pursuant to the laws of the State of Arkansas.

IN TESTIMONY THEREOF, witness the hand of the undersigned as Secretary of the Corporation on such date.



Deanna Brock, Secretary