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PRESENTED: 01-02-2020 02:50:03 PM RECORDED: 01-02-2020 03:12:42 PM

In Official Records of Terri Hollingsworth Circuit/County Clerk

PULASKI CO, AR FEE \$55.00

**AGREEMENT MODIFYING BILL OF ASSURANCE DEERBERRY NEIGHBORHOOD  
IN BRODIE CREEK COMMUNITY AND MODIFYING DECLARATION OF  
COVENANTS AND RESTRICTIONS OF BRODIE CREEK**

This Agreement, dated this 2 day of ~~September, 2019~~ <sup>January, 2020</sup>, by and on behalf of seventy-five (75%) percent of the members of the Brodie Creek Property Owners Association, Inc., an Arkansas corporation (hereinafter "**Brodie Creek Members**"), state as follows:

**RECITALS**

WHEREAS, on or about September 24, 1996, a Bill of Assurance ("**Bill of Assurance**") was executed for Deerberry Neighborhood in Brodie Creek Community, which is an addition to the City of Little Rock, Pulaski County, Arkansas, and which Bill of Assurance was recorded in the real estate records of the Pulaski County Circuit Clerk having an instrument number 96-66835 and applying to and restricting that certain tract of land described on "Exhibit A" attached to the Bill of Assurance (the "**Property**"), and the Bill of Assurance, with all exhibits, is incorporated into this Agreement; and

WHEREAS, on or about September 23, 1996, a Declaration of Covenants and Restrictions of Brodie Creek ("**Declaration of Covenants**") was executed and recorded in the real estate records of the Pulaski County Circuit Clerk having an instrument number 96-66834 and applying to and restricting the Property, and is incorporated into this Agreement;

WHEREAS, on or about September 26, 2001, an Agreement Modifying Bill of Assurance Deerberry Neighborhood in Brodie Creek Community and Modifying Declaration of Covenants and Restrictions of Brodie Creek ("**2001 Amendment**") was executed and recorded in the real estate records of the Pulaski County Circuit Clerk having an instrument number 2001-080495 and applying to and restricting the Property, and is incorporated into this Agreement;

WHEREAS, the Declaration of Covenants defines "Owner" as the record owner, whether one or more persons or entities, of a fee simple title to any Site (as defined therein) which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation ("**Owner**"), such Owners also being Members of the Brodie Creek Property Owners Association, Inc.;

WHEREAS, the Declaration of Covenants defines "Site" as any platted lot within the Property which may be purchased by any person or owned by the Developer or any one-fifth (1/5) acre of unplatted property (other than Common Areas, as defined therein) which has been brought within the Property ("**Site**");

WEHREAS, the Declaration of Covenants defines the "Association" as referring to the Brodie Creek Property Owners Association, Inc. ("**Association**");

WHEREAS, the Declaration of Covenants defines the "Board" as referring to the then-acting Board of Directors of the Association ("**Board of Directors**");

WHEREAS, the Bill of Assurance provide that covenants and restrictions may be changed in whole or in part by a vote of seventy-five (75%) percent of the then Owners of the Sites in the Property;

WHEREAS, the Declaration of Covenants provide that covenants and restrictions may be changed in whole or in part by a vote of fifty (50%) percent of the then Owners of the Sites in the Property;

WHEREAS, a vote of more than 75% of the current Owners of the Sites was obtained via this Agreement to the modifications to the Bill of Assurance and Declaration of Covenants as provided herein;

WHEREAS, the Bill of Assurance and Declaration of Covenants express the use of the land is restricted to single detached single-family residences; and

WHEREAS, Brodie Creek desires to modify the Bill of Assurance and the Declaration of Covenants in exchange for certain assurances from Brodie Creek and its members.

### **AGREEMENT**

NOW, THEREFORE, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bill of Assurance and Declaration of Covenants are modified as follows:

1. **Recitals.** The recitals above are not mere statements of fact but are contractual in nature and are incorporated herein by this reference.
2. **Intent of Use of Land.** The Brodie Creek Members hereby acknowledge and agree that the intent of the Use of Land provisions of the Bill of Assurance and Declaration of Covenants is to require a certain degree of long-term or stable occupancy of the residences established on the Property.
3. **Definitions.** The following definitions shall be added to each of the Bill of Assurance and Declaration of Covenants:
  - a. "Tenant" shall mean any person or persons who have entered into a written agreement with any Owner for the use and occupancy of any residence on any Site in the Property.

4. **Short-Term Lease.** The Brodie Creek Members hereby agree to modify each of the Bill of Assurance and Declaration of Covenants as follows:

a. That the following subparagraph “Short-Term Lease Restrictions” shall be added to Paragraph 3, “Use of Land”, of the Bill of Assurance:

A. Short-Term Lease Restrictions. No building, outbuilding, dwelling, or residence located on any Site within the Property shall be leased except in strict accordance with the following conditions:

1. Owner shall execute a written agreement with the Tenant, such written agreement shall include Tenant’s contact information including phone number and email address, and such written agreement shall be provided to the Board of Directors within one (1) day of execution;
2. Owner shall not engage in an agreement with the Tenant for a term of less than six (6) months;
3. Owner’s written agreement with Tenant must require that Tenant agree to and comply with all relevant provisions of the Bill of Assurance and Declaration of Covenants; and,
4. Owner’s written agreement with Tenant must state that subleasing is not permitted.

b. That the following Paragraph 18 “Short-Term Lease Restrictions” shall be added as Paragraph 18 of Article VIII, “Common Scheme Restrictions”, of the Declaration of Covenants:

18. Short-Term Lease Restrictions. No building, outbuilding, or residence located on any Site within the Property shall be leased except in strict accordance with the following conditions:

- (a) Owner shall execute a written agreement with the Tenant, such written agreement shall include Tenant’s contact information including phone number and email address, and such written agreement shall be provided to the Board of Directors within one (1) day of execution;
- (b) Owner shall not engage in an agreement with the Tenant for a term of less than six (6) months;
- (c) Owner’s written agreement with Tenant must require that Tenant agree to and comply with all relevant provisions of the Bill of Assurance and Declaration of Covenants; and,

(d) Owner's written agreement with Tenant must state that subleasing is not permitted.

5. **Right to Enforce.** The restrictions herein set forth shall run with the land and shall bind and present the Brodie Creek Members. The Board of Directors shall have the authority to enforce the provisions in this Agreement by assessing a fine up to \$1,000 against any Owner in violation of these provisions, and additionally, under the procedures and methods as provided in the Declaration of Covenants, Bill of Assurance, and the Bylaws of the Association as the Board of Directors deem appropriate.
6. **Effective Date.** The provisions of this Agreement are effective immediately upon approval of seventy-five (75%) percent of the Owners of the Sites in the Property.
7. **Confirmation.** All terms and conditions of each of the Bill of Assurance and Declaration of Covenants shall remain in full force and effect except as amended changed previously or herein. To the extent that such documents or instruments are contrary to the provisions herein, are all deemed superceded to the extent inconsistent with the terms of this Agreement.
8. **Ratification.** The acknowledged signatures below represent the Owners of more than seventy-five (75%) percent of the Owners of the Sites in the Property in accordance with the provisions of the Bill of Assurance and Declaration of Covenants.

*[Signatures and Acknowledgments of Brodie Creek Members begin on the Next Page.]*

Name: Jennifer Townsend

Name: Cindy Cole

Name: Lee Plouffe

Name: Scott Mitchell Brown  
jbrown@wtj.com  
mbrown@wtj.com

Name: Philip S. Boggs  
PHILIP S. BOGGS

Name: Stacy Alberson

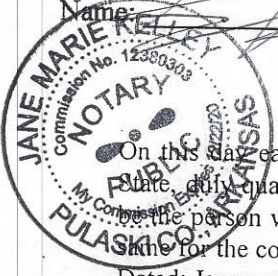
Name: Shannon Avort

Name: E CAROL HOWARD  
E CAROL HOWARD

Name: Kevin Yarbrough

Name: JASON C CUMMINGS

Name: Brian Kuthiewicz



State of Arkansas  
County of Pulaski

ACKNOWLEDGEMENT

On this day each personally appeared before me, the undersigned, a Notary Public within and for the County and State of Arkansas, duly qualified, commissioned and acting, personally appeared each named person or is satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and he/she has stated that he/she has executed the same for the consideration and purposes therein mentioned and set forth.

Dated: January 2, 2020  
(Seal or stamp)

Jane Marie Kelley  
Notary Public

Name: M D Sills

Name: Jeanie Therman

Name: Mary A. (Aggie) Parise  
Mary A. Parise

Name: Marc Hynes  
Marc Hynes

Name: Stephan Hynes

Name: Seth Summerside

Name: JAMES H. BUSO

Name: Betty Rabe  
Betty Rabe

Name: Keli Wylie

Name: Elizabeth Wahl

Name: Allaa Wylie

Name: Steven Markham

Steven Markham

Name: Cynthia S. Dawson

Cynthia S. Dawson

Name: Jane M Evans

Jane M Evans

Name: Jason Edwards

[Signature]

Name: Betsy Aronson

Betsy Aronson

Name: Roger A. Bowman

Roger A. Bowman

Name: Gina + Brett Pharis

Gina + Brett Pharis

Name: Douglas Steward

Douglas Steward

Name: Kathleen House

Kathleen House

Name: Megan Pope

M Pope

Name: \_\_\_\_\_

Name: Matthew Niblet

Jay Gaddy

Name: JAY GADDY

Name: Adam K. Dillon

Name: LINDSAY TAYLOR

Name: \_\_\_\_\_

Name: KEITH W. SMITH

Name: KEITH W. SMITH

Name: Daniel + Lavendar Jr

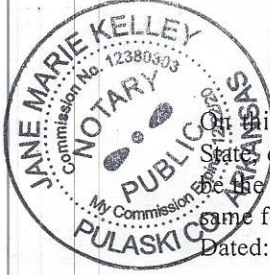
Name: DANIEL + LAVENDAR JR

Name: Julie Wax

Julie Wax

Name: \_\_\_\_\_

Name: Sina Shajee



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County of Pulaski;

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Jane Marie Kelley  
Notary Public

LESLIE MABRY  
Name: Leslie Mabry

FERNANDO VARGAS  
Name: Fernando

Colby Whites  
Name: Colby

Walden Cash  
Name: Walden

Kathy Mesko  
Name: Kathy Mesko

TAMMY  
Name: Tammy Williams

CD  
Name: Chris Sumner

Bobby L Ray  
Name: Bobby L. Ray

Jake Bleep  
Name: Jake

Jennifer McClellan  
Name: Jennifer McClellan

Linda Gladden  
Name: Linda Gladden

Meryl Cooksey  
Name: Meryl Cooksey

Jenny Thiltgen  
Name: Jenny

Name: \_\_\_\_\_

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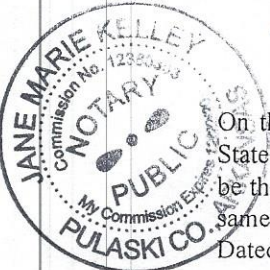
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Notary Public



Todd Hudson  
Name: Todd Hudson

Name: \_\_\_\_\_

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~~W. J. ...~~  
Name: [Signature]

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Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

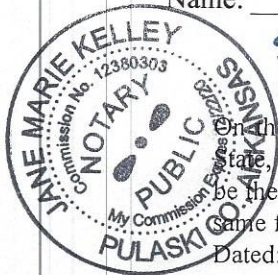
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(Seal or stamp)

Jane Marie Kelley  
Notary Public



Name: \_\_\_\_\_

*R. L. L. L.*

Name: ROBERT GLADWIN

*Lt. Madrin*

Name: Laura H. Gladwin

*Clyde Ulmer*

Name: Clyde Ulmer

*Melanie Jacobs*

Name: Melanie Jacobs

*Paul D. Koller*

Name: Paul D. Koller

*Andrea Edwards*

Name: ANDREA EDWARDS

Name: \_\_\_\_\_

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*Jane Marie Kelley*  
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